

PUBLIC NOTICE

Notice is hereby given that the Tooele City Council will meet in a Work Meeting on Wednesday, October 7, 2026 at 5:30 p.m. The meeting will be held in the Tooele City Hall Council Chambers, located at 90 North Main Street, Tooele, Utah. The complete public notice is posted on the Utah Public Notice Website www.utah.gov, the Tooele City Website www.tooelecitecity.gov, and at Tooele City Hall. To request a copy of the public notice or for additional inquiries please contact Shilo Baker, City Recorder at (435) 843-2111 or shilob@tooelecitecity.gov.

Tooele City public meetings may be recorded and transcribed for documentation and quality assurance purposes. By attending this meeting, you consent to being recorded. If you do not consent, we encourage you to join the City Council meeting electronically by visiting the Tooele City YouTube Channel, at <https://www.youtube.com/@tooelecitecity> or by going to YouTube.com and searching "Tooele City Channel".

AGENDA

- 1. Open City Council Meeting**
- 2. Roll Call**
- 3. Mayor's Report**
- 4. Council Members' Report**
- 5. Discussion Items**
 - a. Septic Systems – Sewer Connection Enforcement and Fee Schedules**
Presented by Matt Johnson, City Attorney
 - b. Parks Department Purchase Discussion – Articulating Lift**
Presented by Darwin Cook
- 6. Closed Meeting**
~ Litigation, Property Acquisition, and/or Personnel
- 7. Adjourn**



Shilo Baker, Tooele City Recorder

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations should notify Shilo Baker, Tooele City Recorder, at (435) 843-2111 or shilob@tooelecitecity.gov, prior to the meeting.

UTAH CODE § 10-8-38(2).

**Drainage and sewage systems -- Mandatory hookup -- Charges for use -- Collection of charges -
- Service to tenants -- Failure to pay for service -- Service outside municipality.**

(2)

(a) In order to defray the cost of constructing, reconstructing, maintaining, or operating a sewer system or sewage treatment plant, a municipality may:

(i) require connection to the sewer system if the sewer is available and within 300 feet of the property line of a property with a building used for human occupancy; and

(ii) make a reasonable charge for the use of the sewer system.

(b) A municipality operating a waterworks system and a sewer system or sewage treatment plant may:

(i) make one charge for the combined use of water and the services of the sewer system or sewage treatment plant; and

(ii) adopt an ordinance requiring a property owner desiring water and sewer service to submit a written application, signed by the owner or the owner's authorized agent, agreeing to pay, according to the ordinance enacted by the municipality, for the water and sewer service furnished the owner.

(c)

(i) If a person fails to connect to the sewer when connection is required under Subsection (2)(a)(i) or fails to pay for the sewer service as required under applicable municipal ordinances, then the municipality may cause the water to be shut off from the premises until the person has:

(A) hooked up to the sewer at the person's own expense; or

(B) paid in full for all sewer service.

(ii) A municipality may not use an owner's failure to pay for sewer service furnished to the owner's property as a basis for not furnishing water to the property after ownership of the property is transferred to a subsequent owner.

(d) A municipality may sell and deliver water or sewer services to others beyond the limits of the municipality from the surplus capacity of the municipality's waterworks or sewer system.

TOOELE CITY CODE

TITLE 8. HEALTH AND SANITATION.

CHAPTER 5. WASTEWATER CONTROL ORDINANCE GENERAL PROVISIONS.

8-5-6. Mandatory Connections.

In order to defray the cost of constructing, reconstructing, maintaining, and operating the POTW and the Water Reclamation Facility, and to protect the public health and welfare:

(1) No property owner, agent, or other person having charge of or occupying any property within 300 feet of a POTW sewer shall maintain, use, or allow to exist any privy vault, septic tank, or cesspool upon such property.

(2) No person shall erect or maintain any septic tank, outhouse, or privy within the POTW boundaries.

(3) The City shall require the owner of any property containing a building or structure approved, meant, or used for human occupancy to connect to the POTW if:

(a) the property is situated within the POTW boundaries;

(b) the property lies within 300 feet of an existing POTW sewer, measured directly to the closest point of the POTW sewer; and,

(c) capacity in the POTW exists.

(4) All costs for permitting, sewer lateral and other construction, and connection to the POTW under this Code shall be borne entirely by the property owner.

(5) Any City requirement for connection to the POTW according to this Title shall:

(a) be in the form of a written notice issued to the property owner by the City;

(b) be delivered to the property owner by certified mail at the property address;

(c) identify a deadline not less than 90 days from the date of the notice by which the connection to the POTW must occur;

(d) identify the requirements of this Title under which the notice is being issued;

(e) identify the potential penalties for failure to comply with the requirements of the notice; and,

(f) identify the applicable standards and specifications to be adhered to in order to effect the connection to the POTW, or where those standards can be found.

(6) Failure to connect to the POTW following a properly issued notice to do so shall result in:

(a) a violation of the Tooele City Code for each day of non-compliance with the properly issued notice of the requirement to connect to the POTW, punishable as an Infraction under Chapter 1-4;

(b) water service to the property being terminated until such time as compliance with the notice to connect to the POTW is completed; and,

(c) fines and fees in the combined amount of:

(i) criminal fines;

(ii) disconnection and reconnection fees for water service;

(iii) permitting, inspection, and connection

fees for the connection to the POTW;

(iv) regular monthly charges for sewer utility service, for not less than one month, for the time between the deadline for connection and compliance with the notice to connect to the POTW; and,

(v) payment of any and all outstanding utility billing amounts.

(7) The City shall maintain, in its sole discretion, the right to seek compliance with the terms of this Section, including from a court of competent jurisdiction, which may include:

(a) compliance with the terms of this Section;

(b) payment of required fees for permitting, inspection, and connection to the POTW;

(c) payment of fines and fees outlined in this Section; and,

(d) attorney's fees and costs.

(Ord. 2017-03, 02-01-2017)

TOOELE CITY CODE
TITLE 8. HEALTH AND SANITATION.
CHAPTER 10. FEES AND CHARGES.

8-10-2. Fees and charges.

...

(2) The POTW may adopt fees which may include, but are not to be limited to, the following fees for:

- (a) POTW costs, including maintenance and operation;
- (b) reimbursement of costs of setting up and operating the POTW's Pretreatment Program;
- (c) monitoring, inspections and surveillance procedures, to include but not be limited to laboratory analysis;
- (d) reviewing accidental discharge procedures and construction;
- (e) processing permit applications and issuing industrial discharge permits;
- (f) filing appeals;
- (g) processing requests for the consistent removal by the POTW of pollutants otherwise subject to Federal Pretreatment Standards;
- (h) connection to the sewer system;
- (i) repairs and disconnection;
- (j) inspections related to private sewer connections to the POTW;
- (k) development and expansion; and,
- (l) other fees as the POTW may deem necessary to carry out the requirements of this regulation.

(3) Sewer charges shall be established by Resolution of the City Council.

...

(14) Users may discharge septic and holding tank waste into the POTW only upon approval of the Public works Director. Users who discharge septic and holding tank waste into the POTW shall pay fees contained in the Tooele City Fee Schedule

(Ord. 2015-17, June 3, 2015) (Ord. 1994-05, 01-01-1994)
(Ord. 1993-12, 09-20-1993)

(Current as of July 17, 2026)

SEWER

Sewer Rates

Base fee of \$12.68 per month, and a fee charged as to the average monthly water usage during the winter months (usually November thru March which normally accounts for internal water use only). The fee is \$3.62 per unit per month. An average of \$48.88 will be charged to all new customers until a rate can be established based upon the next winter's water usage period. (Rates effective May 1, 2026.)

Sewer Impact Fees

- (i) The City shall collect a sanitary sewer impact fee from any applicant seeking a building permit, in the amount of \$4,731.00 per Equivalent Residential Unit (ERU), as defined in the 2023 Wastewater Impact Fee Facilities Plan and Impact Fee Analysis.
- (ii) The service area for purposes of the sanitary sewer impact fee shall be the entire area within the corporate boundary of Tooele City Corporation.
- (iii) Non-Standard Impact Fee. The City reserves the right under the Impact Fees Act to assess an adjusted impact fee that more closely matches the true impact that a building or land use will have upon the City's waste water system. This adjustment may result in a higher-than-normal impact fee if the City determines that a particular user may create a greater impact than what is standard for its land use. The formula for determining a non-standard sanitary sewer impact fee is contained on page 14 of the 2023 Wastewater Impact Fee Facilities Plan and Impact Fee Analysis.

Sewer Connection Inspection Fee

\$170

Sewer Main Line Camera Inspection Fee

During City Business Hours:	\$300
Outside City Business Hours:	\$600
Additional Fee for Main Line Cleaning*:	\$300
Additional Fee for Main Line Cleaning Outside City Business Hours*:	\$600

*When required, in the City's discretion, in order to conduct the requested inspection

Other

Each Inspection Other Than Connection:	\$30/hour*
Installation of Special "Wye":	\$50

*1/2-hour minimum

Where connections involve main sewer lines installed at City's expense without assessment to the property, an additional charge representing user's assessment shall be charged at the time of connection based upon property owner's frontage.

In the event POTW service to any building or premises in the POTW is shut off, a fee to be set by the POTW shall be charged for restoring sewer service.

When a user's discharge causes an obstruction or damage, or because of the nature of the discharge, toxic pollutants increase the costs for managing the effluent or the sludge of the POTW, the user shall pay for the costs.

All users discharging sewage into the POTW shall be subject to a surcharge, in addition to other sewer service charges, if these wastes have a concentration greater than BOD of 200 mg/l or TSS of 250 mg/l. The computation of the sewage surcharge is determined by the following formulae: $SC = VS \times 8.34(RBOD(BOD-200))$ and $SC = VS \times 8.34(RSS(TSS-250))$, where:

- (a) SC means surcharge in dollars.
- (b) VS means volume of sewage in millions of gallons for the billing period.
- (c) 8.34 is the conversion factor to convert BOD and TSS from mg/l to lbs.
- (d) RBOD means the unit charge for BOD in dollars per pound, being \$0.052.
- (e) RSS means the unit charge for TSS in dollars per pound, being \$0.0082.

Users who discharge septic and holding tank waste into the POTW shall pay \$5 per 200 gallons discharged, rounded up to the next \$5 increment, up to 1,000 gallons discharged, and an additional \$30 for each additional 1,000 gallons or fraction thereof. By way of illustrations: dumping of the first 200 gallons would be \$5, and dumping 201 gallons would be \$10; dumping of the first 1,000 gallons would be \$25, and dumping of 1,001 gallons would be \$55.

Articulating Lift, Bid Results

CONTRACTOR	BID AMOUNT
Owen Equipment	\$114,168.00
UP Equipment	\$91,378.00
Wheeler Machinery	\$228,411.00

59-30AJ

CAPABILITY

- 59' working height
- 30' horizontal reach
- 440 lbs lift capacity
- Extra low ground pressure
- Fit thru a single door
- Ultra small outriggers footprint
- Fully hydraulic basket control
- Fully hydraulic ground control

STANDARD FEATURES

- Choice of motorisation
- Hydraulic drive with proportional levers
- Hydraulic basket rotator
- Movement alarm
- Black rubber tracks
- Aluminium basket- Detachable
- Basket rotation hydraulic
- AC power to basket
- Air-Water line to basket
- Proportional controls
- Hour meter
- Manual emergency descent system
- Jjb raising enable while driving for better clearance while climbing
- Top mount lifting points for crane

SAFETY

- Active stability management system with redundant system
- Easy to read operational pilot lamps
- Wind safe up to 28Mph (45 Kph)
- Solid state and simple electrical and hydraulic components
- Proportional hydraulic joystick controls for intuitive and precise boom movements
- Smooth and automatic basket leveling + manual override
- Full hydraulic ground levers
- Harness anchor points



OPTIONS

- Self-levelling outriggers
- Full hostile package protection
- Emergency descent 12V electric pump
- Wired remote control
- Radio remote control
- Non-marking soft rubber tracks
- Special painting
- Working lamp on basket
- Outriggers "sinking" alarm
- Teflon pads kit (4) for stabilizers;
- Strobe light (beacon)
- Casters on basket
- Winter start package

POWERTRAIN OPTIONS

- Honda gas + AC motor (standard)
- Hatz Diesel + electric AC motor
- Lithium Ion

RELIABILITY

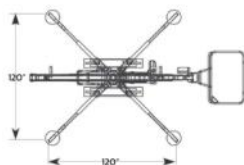
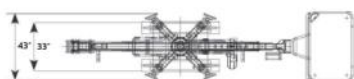
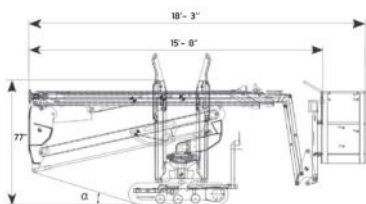
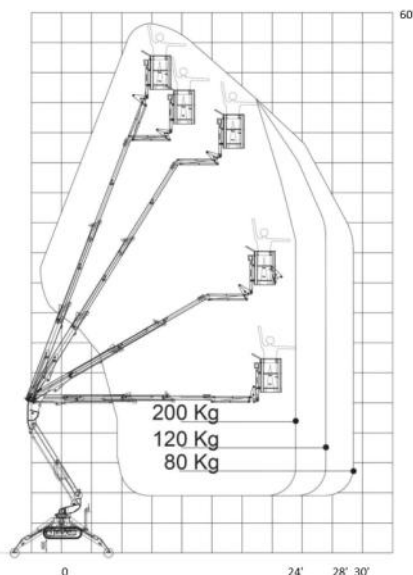
- High tensile steel boom Domex SSAB
- Standard high quality components like Sauer Danfoss, Telemecanique, Finder
- External power track for easier inspection and repairs
- External adjustable telescopic boom wear pads; no shimming required
- Greasable fittings in all pivot points
- High quality powder coat paint

DIMENSIONS AND SPECS

Working height	59'
Basket capacity	440 lbs
Maximum horizontal side reach	
With 175 lbs	30'- 0"
with 265 lbs	27'- 2"
with 440lbs	23'- 4"
Minimum length	
without basket	15'- 8"
With basket	18'- 3"
Minimum width	
tracks retracted	33,2"
Tracks extended	43,2"
Basket dimensions (L x W x H)	
Aluminum	44" x 28"
One man fiber	30" x 28"
Two men fiber	44" x 28"
Turret rotation	Non-continuous
Max slope travel ability	32° or 62 %
Outriggers footprint	10' X 10'
Total weight	5, 136 lbs

PRODUCTIVITY

- Triple upper telescopic boom
- Easy to haul at less than 4850 lbs
- Top mount lifting points for crane
- Tie down anchor points
- High departure angle for climbing
- **NO custom made trailer required**
- High ground clearance



Simple Inside™



Sale Order September 30, 2026

Ordered By

Company Tooele City Corporation
Contact Darwin Cook
Address 255 South 100 East
Tooele
UTAH
84074
Phone 435-843-2188

Delivered to

Company
Site contact
Address

Fed Tx #

Email

DarwinC@tooelecitey.gov

Easy Lift 59-30AJ With Arborist package (s/n to be confirmed)

\$82 969,00

Inclusions

Honda Gas Engine + 110Vac electric motor
All hydraulic basket and ground boom controls
Extendable tracked carriage
Protection plates for outriggers cylinders
All hydraulic drive and outriggers operation
Aluminium basket with hydraulic rotation
Engine protection cover (Diesel or gas)

Easy Lift 1-2-3 North America warranty program

Included

1 year: full warranty parts + service (except parts that wear & tear)
3 year: structural components (except parts that wear & tear)

Full set of printed manuals + digital copy + maintenance guideline

Included

Delivery to Tooele 84074 (Loading dock or roll back towing required to unload)

Included

Options

- ✓ Radio remote control start/stop + drive + outriggers + self-stabilisation option \$5 757,00
- ✓ Emergency pump 12V (in lieu of manual pump) \$1 645,00
- ✓ Strobe light (beacon) \$276,00
- ✓ Standard flat pad set of 4, (16x24 inches) \$731,00

Options Total \$8 409,00

From your computer screen, get the preparation of your own unit started right now:

- 1-Click the link for the deposit
- 2-Enter the amount required from the quote
- 3-Pay with your credit card or debit card.

If you prefer to enter your credit card number manually, use the form at the back of this page

No credit card? No problem.

Download the

[wire transfer form](#)

CLICK HERE TO CONFIRM

YOUR

ORDER



Secure Payments By

PayPal

VISA

MasterCard

Discover

NO PAYPAL ACCOUNT NEEDED!

Total \$91 378,00

Deposit **\$18 276,00**

Balance prior to final delivery **\$73 102,00**

Puchaser initial

Sale Order
September 30, 2026

Terms and Conditions

Terms of Use. The following terms of use ("Terms") apply to the purchase of any equipment and/or service ("Products") listed in this Sale Order. By purchasing any Products listed in this document, you agree to be bound by these Terms. Prices listed on this Sale Order are subject to change after expiration date on present Sale Order without prior notification. Product availability may vary and is subject to change without notice.

Conditions of Sales and Payment Terms. The present Sale Order needs to be signed and returned to UPequip to signify your intention of purchasing product and confirm all additional listed options. Final payment is due before equipment shipment. UPequip guarantees that equipment sold will be free from all leans. UPequip will notify in writing when equipment is ready to ship. Final payment must be received within a maximum of 7 days of this notice. After 7 days, UPequip reserves the right to modify conditions of contract, prices, delivery times or even to cancel the sales contract without reimbursement or compensation.

Order confirmation deposit Should you make the decision to carry out a formal and accepted transaction either directly or with financing partner, the deposit constitutes an acceptance of Conditions of Sales and Payment Terms. It will be reimbursed only if total payment is financed and paid by third party and after unit is delivered. In the event that you decide to postpone the delivery date or cancel the transaction, your deposit will be kept 365 days from the date of the signed contract. If you have not expressed your intention to buy another equipment/service within 365 days according to the conditions and prices in force at that time, the deposit will be cashed and cannot be applied to a future purchase.

Order Acceptance Policy. An Order will be deemed accepted by UPequip upon reception of deposit and reception of the present Sale Order. Return of signed Sale Order scanned or pictured documents are accepted and constitutes Order Acceptance.

Freight, Shipping & Customs. Shipping terms are F.O.B. UPequip, Verchères, QC, Canada unless specified differently.

Shipping is done by common carrier and requires loading dock. Customer is responsible to unload unit from carrier. Should you pick up unit yourself by your means at UPequip, additional charges may apply. Otherwise, Customs fees are included in Freight.

Sale and Use tax(es), UPequip will charge taxes based on destination only for Provinces and States where applicable. As County, Parish, or City taxes will not be charged by UPequip, it is buyers' responsibility to ensure that amounts due locally are properly declared. All tax exemptions must be claimed by buyer after.

Governing Law. This Agreement shall be governed by the laws of the province of Quebec, Canada. Any dispute, litigation or arbitration will be done in the judicial district of Sorel Tracy, QC.

Warranty. The only warranty that apply to the Products is the one provided by the Manufacturer, to be honored in total by UPequip when authorized by manufacturer.

Claims. All warranty claims, even preliminary and incomplete, must be submitted within a maximum of 24 hours following the events.

This Sale Order is void if not returned signed before
This Sale Order is void if deposit not received before

October 30, 2026



Manual credit card autorisation form (you could click on the link on previous page to get Secure Online payment)

_____ Exp ____ / _____ CVC ____

Card holder name _____ Signature _____

Credit card billing adress _____

Buyer

Accepted by _____ Signature _____

Title _____ Date _____