

## PUBLIC NOTICE

Notice is Hereby Given that the Tooele City Council will meet in a Business Meeting on Wednesday, December 7, 2022, at the hour of 7:00 p.m. The meeting will be held at the Tooele City Hall Council Chambers, located at 90 North Main Street, Tooele, Utah.

We encourage you to join the City Council meeting electronically by visiting the **Tooele City YouTube Channel**, at <https://www.youtube.com/@tooelecity> or by going to YouTube.com and searching "Tooele City Channel". If you are attending electronically and would like to submit a comment for the public comment period or for a public hearing item, please email [cmpubliccomment@tooelecity.org](mailto:cmpubliccomment@tooelecity.org) anytime up until the start of the meeting. Emails will be read at the designated points in the meeting.

## AGENDA

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Public Comment Period**
4. **Fiscal Year 2022 Audit Report**  
*Presented by Jon Haderlie, Larson & Company Certified Public Accountants*
5. **Ordinance 2022-38** an Ordinance of the Tooele City Council Approving the Annexation Petition of Howard Schmidt, Annexing 61.16 Acres of Land into the Tooele City Corporate Limit, and Assigning the R1-8 Residential Zoning District to the Annexed Property
6. **Ordinance 2022-39** an Ordinance of Tooele City Amending the Tooele City Policies and Procedures Manual  
*Presented by Kami Perkins, Human Resources Director*
7. **Resolution 2022-95** a Resolution of the Tooele City Council Approving an Agreement with Mountain States Fence to Install Perimeter Fencing at Several Tooele City Facilities  
*Presented by Jamie Grandpre, Public Works Director*
8. **Resolution 2022-96** a Resolution of the Tooele City Council Approving an Agreement with J-U-B Engineers for the Water Reclamation Facility Master Plan Update  
*Presented by Jamie Grandpre, Public Works Director*
9. **Resolution 2022-98** a Resolution of the Tooele City Council Authorizing Payment of a Fee-in-Lieu of Water Rights Conveyance for an Existing Business, Tooele Gymnastics  
*Presented by Jared Stewart, Economic Development Director*
10. **Resolution 2022-101** a Resolution of the Tooele City Council Approving a Telecommunications Franchise Agreement with All West/Utah, Inc.  
*Presented by Jared Stewart, Economic Development Director*

11. **Resolution 2022-100** a Resolution of the Tooele City Council Amending the Tooele City Fee Schedule for the Pratt Aquatic Center  
*Presented by Darwin Cook, Parks & Recreation Director*
12. **Resolution 2022-102** a Resolution of the Tooele City Council Approving an Agreement with Utah Flooring & Design for Carpet Replacement in Tooele City Hall  
*Presented by Darwin Cook, Parks & Recreation Director*
13. **Resolution 2022-99** a Resolution of the Tooele City Council Authorizing the Tooele City Purchasing Agent to Dispose of Surplus Personal Property  
*Presented by Michelle Pitt, City Recorder*
14. **Invoices & Purchase Orders**  
*Presented by Michelle Pitt, City Recorder*
15. **Minutes**  
*~November 16, 2022 City Council & RDA Work Meeting*  
*~November 16, 2022 City Council Business Meeting*
16. **Adjourn**

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Michelle Y. Pitt, Tooele City Recorder

Pursuant to The Americans With Disabilities Act, Individuals Needing Special Accommodations Should Notify Michelle Y. Pitt, Tooele City Recorder, At 435-843-2111 Or [Michellep@Tooelecity.Org](mailto:Michellep@Tooelecity.Org), Prior To The Meeting.



## **TOOELE CITY CORPORATION**

### **ORDINANCE 2022-38**

#### **AN ORDINANCE OF THE TOOELE CITY COUNCIL APPROVING THE ANNEXATION PETITION OF HOWARD SCHMIDT, ANNEXING 61.16 ACRES OF LAND INTO THE TOOELE CITY CORPORATE LIMIT, AND ASSIGNING THE R1-8 RESIDENTIAL ZONING DISTRICT TO THE ANNEXED PROPERTY.**

WHEREAS, the annexation of additional land into Tooele City is governed by Utah Code Chapter 10-2 Part 4 (§10-2-401 *et seq.*), Tooele City Code Chapter 7-24, and Tooele City's Annexation Policy Plan (2010); and,

WHEREAS, Tooele City has received the annexation petition ("Petition") of Howard Schmidt ("Petitioner"), dated November 16, 2020, in accordance with UCA §10-2-403 and TCC Chapter 7-24, seeking to annex approximately 61.16 acres of property (the "Property") into the Tooele City corporate limits (see the Petition and map as part of Exhibit A, attached); and,

WHEREAS, the parcel affected by this Ordinance is No. 03-031-0-0014; and,

WHEREAS, the City Council approved Resolution 2021-18 on September 1, 2021, (previously discussed on March 3, 2021) which Resolution accepted the Petition for further consideration, as provided in UCA §10-2-405(1) (see Resolution 2021-18 and its exhibits attached as Exhibit A; see September 1, 2021, meeting minutes attached as Exhibit B); and,

WHEREAS, on June 22, 2022, the Planning Commission considered the Petition and voted to forward its recommendation to the City Council, as required in TCC §7-24-1 (see meeting minutes attached as Exhibit C); and,

WHEREAS, by Ordinance 2010-15, the City Council adopted an updated Annexation Policy Plan, a document required by U.C.A. §10-2-401.5, which Plan includes the Property as eligible for annexation (see map of annexation Area K attached to Exhibit A); and,

WHEREAS, at the recommendation of the City Administration, and at the request of the City Council, the Petitioner obtained professional engineering and other studies regarding the anticipated impacts of the Canyon Springs annexation on City utility, infrastructure, and fiscal systems; and,

WHEREAS, on August 8, 2022, the City Recorder certified the Petition, as required by U.C.A. §10-2-405(2) (see procedural outline attached as Exhibit J); and,

WHEREAS, as required by UCA §10-2-407(3)(b)(ii)(A), the City Council convened a required public hearing, on September 7, 2022, and accepted public comments,

protests, and objections, including from affected entities (reference UCA §§10-2-401, 406, and 407) (see meeting minutes attached as Exhibit D); and,

WHEREAS, in response to the public hearing notice, the Tooele Valley Mosquito Abatement District submitted an undated letter of concern to the City Council, and other persons submitted annexation objections to the City Council, and the City Recorder forwarded them to the Tooele County Attorney's Office; however, the County Attorney's Office, in its role as legal counsel for the Local Boundary Commission, determined the District letter and other objections to not be affected entity protests for purposes of triggering the Commission's involvement in the annexation (see the District letter and other objections attached as Exhibit E, and the County Attorney's Office determination letter attached as Exhibit F); and,

WHEREAS, pursuant to TCC §7-24-3, any annexation approval is conditioned upon the Petitioner executing an Annexation Agreement with the City; and,

WHEREAS, on September 21, 2022, the City Council approved Resolution 2022-71, approving an Annexation Agreement for the Canyon Springs annexation (see Resolution 2022-71 attached as Exhibit G, and the draft meeting minutes attached as Exhibit H); and,

WHEREAS, the Canyon Springs annexation and general annexation concepts have been discussed in public City Council meetings as indicated above and at other recent public meetings, including December 16, 2020, February 17 and December 15, 2021, and January 19 and June 15, 2022 (see meeting minutes attached collectively as Exhibit I); and,

WHEREAS, pursuant to Tooele City Code §7-24-1(1)(f), a successful annexation petition must be approved by at least a two-thirds (2/3) majority vote of the City Council; and,

WHEREAS, the City Administration believes that all the procedural requirements of both the Utah Code and Tooele City Code for the approval of an annexation have been satisfied (see checklist attached as Exhibit J):

NOW, THEREFORE, BE IT RESOLVED BY THE TOOEELE CITY COUNCIL that:

1. The Annexation Petition is hereby approved, subject to the conditions stated in this Ordinance and in the Annexation Agreement; and,
2. The City Recorder is hereby directed to file electronically with the Utah Lieutenant Governor a Notice of Impending Boundary Action meeting the requirements of U.C.A. §67-1a-6.5(3), together with a copy of the final local entity plat; and,
3. The property annexed under this Ordinance, as described in the Petition, shall receive the R1-8 Residential zoning district designation under authority of TCC §7-24-2 and the Annexation Agreement; and,

4. The annexation approved by this Ordinance shall take effect, according to UCA §10-2-425(4), on the date of the Lieutenant Governor's issuance of a Certificate of Annexation; and,
5. All aspects of this Ordinance, with the exception of the effective date of the annexation for State of Utah purposes under UCA §10-2-425(4), shall take effect immediately upon passage of this Ordinance, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

TOOELE CITY COUNCIL

(For)

(Against)

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\_\_\_\_\_

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ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

\_\_\_\_\_  
Roger Evans Baker, City Attorney

## Exhibit A

Resolution 2021-18  
(with Exhibits, including  
Annexation Petition and Map)

## Exhibit B

### September 21, 2021 City Council Meeting Minutes

## Exhibit C

June 22, 2022, Planning Commission  
Meeting Minutes

## Exhibit D

### September 7, 2022 City Council Meeting Minutes



## Exhibit E

Mosquito Abatement District letter  
and other objections

## Exhibit F

Tooele County Attorney letter

## Exhibit G

Resolution 2022-71  
with exhibits

## Exhibit H

September 21, 2022, City Council  
meeting minutes

## Exhibit I

City Council meeting minutes:

June 15, 2022

January 19, 2022

December 15, 2021

February 17, 2021

December 16, 2020

## Exhibit J

### Annexation Procedural Outline – Canyon Springs

## **TOOELE CITY CORPORATION**

### **RESOLUTION 2021-18**

#### **A RESOLUTION OF THE TOOELE CITY COUNCIL ACCEPTING FOR FURTHER CONSIDERATION THE ANNEXATION PETITION OF HOWARD SCHMIDT.**

WHEREAS, the annexation of additional land into Tooele City is governed by Utah Code Chapter 10-2 Part 4 (§10-2-401 *et seq.*), Tooele City Code Chapter 7-24, and Tooele City's Annexation Policy Plan (2020); and,

WHEREAS, by application dated November 16, 2020, petition sponsor Howard Schmidt (the "Petitioner"), filed with Tooele City an Annexation Application for the annexation of 61.16 acres of land (the "Property") into Tooele City (see the Application map, and related documents, collectively the "Petition", attached as Exhibit A); and,

WHEREAS, the Petition was deemed to be complete with submission to the City on January 30, 2021, of all outstanding documents and information (attached as part of Exhibit A); and,

WHEREAS, the City Council preliminarily discussed the possibility of the annexation proposed in the Petition during the City Council's February 17, 2021, public work meeting (see the work meeting minutes attached as Exhibit B); and,

WHEREAS, by Ordinance 2020-40, the City Council adopted an updated Annexation Policy Plan, a document required by U.C.A. §10-2-401.5, which update included the Property in the Plan; and,

WHEREAS, the Petition appears to meet the qualifications of U.C.A. §10-2-402 in that the Property is a contiguous area, the Property is contiguous to Tooele City, the annexation would not create an unincorporated island or unincorporated peninsula, the Property is located within Tooele City's expansion area, shown as part of Annexation Option K in Ordinance 2020-40, and Petitioner owns 100% the Property; and,

WHEREAS, U.C.A. §10-2-405(1) provides that the City Council may deny the Petition or accept the Petition for further consideration, and in the February 17, 2021, City Council work meeting, the Council indicated its desire to accept the Petition for further consideration by way of the present Resolution; and,

WHEREAS, the affected entities, as defined by U.C.A. §10-2-401(1)(a), associated with the Petition, include the North Tooele Fire District and the Tooele Valley Mosquito Abatement District; and,

WHEREAS, the City Recorder and City Attorney have determined that the Petition appears to comply with the requirements of U.C.A. §10-2-403 and -405; and,

WHEREAS, annexation of the Property is anticipated to have significant impacts on City utility and infrastructure systems, and therefore will be required to complete capacity and feasibility studies routinely required by the City of annexation petitioners, including culinary water, sanitary sewer, storm water, parks and recreation, police services, fire services, and tax and fiscal consequences to the City, prior to annexation, as a condition of annexation approval; and,

WHEREAS, the City Council finds it to be in the best interest of Tooele City to consider further the Petition for purposes of protecting the health, safety, welfare, and economic interests of Tooele City and its residents and businesses:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOEELE CITY COUNCIL that the Petition is hereby accepted for further consideration, subject to the following:

1. Plat. Within 30 days of the date of this Resolution, the Petitioner shall provide an accurate and recordable map, prepared by a licensed surveyor, of the area proposed for annexation, as required by U.C.A. §10-2-405(2)(a), U.C.A. §10-2-403(3)(d)(i), and T.C.C. 7-24-1(b).
2. Petition Certification. Within 30 days of the date of this Resolution, the City Recorder shall certify the Petition and shall mail or deliver written notification of the certification to the Petitioner and to the Tooele County Commission, as required by §10-2-405(2)(c)(i).
3. Annexation Notice. After the certification of the Petition, the City Recorder shall publish a notice at least once a week for three successive weeks, beginning no later than 10 days after certification of the Petition, in the Tooele *Transcript-Bulletin*, a newspaper of general circulation, as required by U.C.A. §10-2-406(1)(a)(i), with the content of the notice being in compliance with U.C.A. §10-2-406(2).
4. Zoning Recommendation. Prior to any approval of the Petition, the City Administration shall make a written recommendation to the City Council as to the Property's appropriate initial zoning designation in the event the Petition is approved and the Property is annexed.
5. Planning Commission. The City Administration shall present the Petition, this Resolution, and all pertinent additional information to the Tooele City Planning Commission for a recommendatory vote as soon as practical following the approval of this Resolution.
6. Annexation Agreement. Following the Planning Commission public meeting, and upon instruction from the City Council, the City Administration shall prepare a draft Annexation Agreement, together with an implementing Resolution, for consideration by the City Council, as required by TCC §7-24-3.
7. Resolution, Ordinance. Following the Public Meeting and upon instruction from the City Council, the City Administration shall prepare an annexation Ordinance for consideration by the City Council.



8. Additional Items. The City Council may require additional information, impose additional conditions, and schedule additional public meetings as it deems necessary in the best interest of the public health, safety, and welfare.

This Resolution shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this 1st day of September, 2021.

TOOELE CITY COUNCIL

(For)

(Against)

Wm J

\_\_\_\_\_

Sam G

\_\_\_\_\_

Melodi Dickes

\_\_\_\_\_

Justin Bradley

\_\_\_\_\_

Alan

\_\_\_\_\_

ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

Michelle Y. Pitt  
Michelle Y. Pitt, City Recorder



Approved as to Form:

Roger Evans Baker  
Roger Evans Baker, City Attorney

## Exhibit A

### Petition with Map and Related Documents

## Petition for Annexation

Community Development Department  
90 North Main Street, Tooele, UT 84074  
(435) 843-2132 Fax (435) 843-2139  
[www.tooelecity.org](http://www.tooelecity.org)



**Notice:** The applicant must submit copies of the pertinent plans and documents to be reviewed by the City in accordance with the terms of the Utah State Code and Tooele City Code. All submitted Petition for Annexation applications shall be reviewed in accordance with all applicable State and City ordinances and requirements, are subject to compliance reviews by various City departments, and may be returned to the applicant for revision if the plans are found to be inadequate or inconsistent with the requirements of the State Code and City Code. Application submission in no way guarantees placement of the application on any particular agenda of any City reviewing body. It is **strongly** advised that all checklist items be submitted well in advance of any anticipated deadlines.

Annexation Information				P20-1152	
Date of Submission:	11-16-20	Total Acres:	61.16	Expansion Option Area:	
Project Name:					
General Address:					
Droubay Road 800 North					
Current Use of Property:					
Vacant grazing, Horses					
Sponsor:		Address:			
Howard Schmitt		PO Box 95410			
Phone:	801 562-1414	City:	So Jordan	State:	UT
Primary Phone Number:		Cell Number:	801-859-9449	Email:	howard@braemarco.com
Signature of Sponsor:					
Date: 11-16-20					

\*The application you are submitting will become a public record pursuant to the provisions of the Utah State Government Records Access and Management Act (GRAMA). You are asked to furnish the information on this form for the purpose of identification and to expedite the processing of your request. This information will be used only so far as necessary for completing the transaction. If you decide not to supply the requested information, you should be aware that your application may take a longer time or may be impossible to complete. If you are an "at-risk government employee" as defined in *Utah Code Ann.* § 63-2-302.5, please inform the city employee accepting this information. Tooele City does not currently share your private, controlled or protected information with any other person or government entity, except as required by GRAMA.

\*\* By submitting this application form to the City, the applicant acknowledges that the above list is not exclusive and under no circumstances waives any responsibility or obligation of the Applicant and or his Agents from full compliance with Utah State Code and City Master Plans, Codes, Rules and or Regulations.

### \*\*\* NOTE \*\*\*

According to Utah State Code Section 10-2-403(7), it is the sole responsibility of the SPONSOR of a Petition For Annexation to deliver to the County Clerk a complete copy of the same petition to annex property on the same calendar day the petition is filed with the City.

2201137

For Office Use Only			
Fee:	2000 <sup>00</sup>	Received By:	CVT
	(213)	Date Received:	11/16/20
		Receipt #:	00387443



# Petition for Annexation Application Checklist

*Incomplete applications will not be accepted or held.  
All required items shall be submitted to the City Recorder.*

## Submission Requirements (see also Utah State Code Section 10-2-403)

- \_\_\_\_\_ Application Fee
- ☒ Completed Application Form
- ☒ Completed Record of Petitioned Properties. In order to constitute a complete and viable Petition, the Record of Petitioned Properties must contain the signatures of property owners that make up at least:
  - 50% of the land area included in the Petition for Annexation
  - 33% of the property value, according to the County Assessor's Office valuations, of all properties included in the Petition for Annexation
- \_\_\_\_\_ A Statement of Proposed Intent for the properties contained within the area petitioned for annexation
- ☒ An Accurate Legal Description for the Complete Boundary of the proposed Annexation prepared by a Licensed Surveyor
  - It is strongly encouraged that the legal description be verified by the County Surveyor prior to submission to avoid unnecessary delays
- ☒ A paper copy of an accurate recordable map depicting the proposed area of annexation including at least the following:
  - It is strongly encouraged that the plat be submitted in paper form to be verified and approved as to form prior to submitting the petition to avoid unnecessary delays
  - A disk or thumb drive of all petition materials in digital format (original PDF) including AutoCAD format for the plat and all drawings
  - Certification by Date, Signature and Seal by the Engineer or Surveyor preparing the plat
  - Property Owner Certifications, including acknowledgement by a Notary Public for each
  - Proper Signature Blocks for each of the following:
    - The Tooele City Planning Commission, including signature lines for each Planning Commissioner voting in favor of the annexation
    - The Tooele City Council, including signature lines for each Planning Commissioner voting in favor of the annexation and a signature line for the City Recorder to attest the signatures of the City Council members
    - The Tooele City Attorney
    - The Tooele City Recorder certifying:
      - the date and time the plat was filed
      - the Ordinance number by which the City Council approved the plat and proposed annexation
      - the date of approval and certification by the City Council
    - The Tooele City Engineer
    - The Tooele City Community Development Department
  - County Recorder's Certification of Recording
- \_\_\_\_\_ Notice of annexation petition sent to affected entities including:
  - A copy of the noticing sent to affected entities
  - A complete list of affected entities to which the notice was sent
  - Demonstration of the date on which the notices were sent to affected entities

**\*\*\*Note:** According to Utah State Code Section 10-2-403(7) it is the sole responsibility of the Sponsor to submit a copy of the complete Petition for Annexation to the City and the County Clerk on the same calendar day.

## Additional Information

With the City Council's adoption of a resolution accepting the Petition for Annexation for further consideration, as required by Utah State Code Section 10-2-405, the City Council may also require any of the following and/or any other information or study determined necessary for proper consideration of the Petition for Annexation for approval or denial.

- \_\_\_\_\_ Feasibility Study of Impact to the existing public systems for each of the following:
  - Water, including water rights, sources, storage, transmission, phasing, and master planning
  - Sewer, including collection systems, transmission, treatment capacity, phasing, and master planning
  - Transportation, including upgrades to existing infrastructure, new infrastructure, traffic control, phasing, and master planning
  - Parks and Recreation, including levels of service, facility needs, phasing, and master planning
  - Public Safety, including service area, response times, staffing and personnel levels, and facility and equipment needs and levels of services for police and fire protection services
  - Storm Drain, including collection systems, transmission, detention/retention, phasing, and master planning
  - Tax and Revenue, including impact fees generation, cost of services for annexation area, property and sales tax revenues from the annexation area, and full-time equivalent employee calculations for each department to provide city services to the annexation area
- \_\_\_\_\_ Conceptual Development and Land Use Plans
- \_\_\_\_\_ Annexation Agreement

**\*\*\*Note:** It is strongly recommended that applicants familiarize themselves with the procedures and requirements for consideration of a Petition for Annexation found in Utah State Code Section 10-2-400 et. seq. and Tooele City Code Chapter 7-24.

**AFFIDAVIT**

**PROPERTY OWNER**

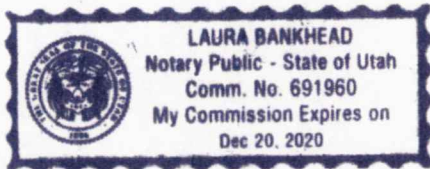
STATE OF UTAH                                 }  
  }ss  
COUNTY OF TOOELE                         }

I/we, Howard Schmidt being duly sworn, depose and say that I/we am/are the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my/our knowledge. I/we also acknowledge that I/we have received written instructions regarding the application for which I/we am/are applying and the Tooele City Community Development Department staff have indicated they are available to assist me in making this application.

[Signature]  
(Property Owner)

\_\_\_\_\_  
(Property Owner)

Subscribed and sworn to me this 16 day of November, 2020



Laura Bankhead  
(Notary)  
Residing in Tooele County, Utah  
My commission expires: 12/20/2020

**AGENT AUTHORIZATION**

I/we, \_\_\_\_\_, the owner(s) of the real property described in the attached application, do authorize as my/our agent(s), \_\_\_\_\_, to represent me/us regarding the attached application and to appear on my/our behalf before any administrative or legislative body in the City considering this application and to act in all respects as our agent in matters pertaining to the attached application.

\_\_\_\_\_  
(Property Owner)

\_\_\_\_\_  
(Property Owner)

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared before me \_\_\_\_\_, the signer(s) of the agent authorization who duly acknowledged to me that they executed the same.

\_\_\_\_\_  
(Notary)  
Residing in \_\_\_\_\_ County, Utah  
My commission expires: \_\_\_\_\_





NOTICE OF INTENT

January 4, 2021

Tooele City Mayor  
90 North Main St.  
Tooele UT 84074:

Attn: Debbie Winn,

Dear Mayor Winn,

We are hereby giving notice that it is intention of the property owner of land located at the east side of Droubay Road at approximately 750 North (tax ID No. 03-032-0-0014) to seek annexation into the boundaries of the City of Tooele.

Per state code all affected entities are to be notified.

In as much as this parcel is currently included in the service area of North Tooele Fire District, we are giving you this notice. If you have concerns or comments, please address them to the owners at:

Tooele East LLC  
ATTN. Howard Schmidt  
PO Box 95410  
South Jordan UT 84095

Or to:

Jim Bolser  
Tooele City Community Development  
90 North Main St.  
Tooele, UT 84074

Thanks For your consideration,

  
Howard Schmidt



NOTICE OF INTENT

January 4, 2021

Tooele Valley Mosquito Abatement District  
1535 Sunset Rd  
Tooele UT 84074:

Attn: Scott Bradshaw,

Dear Scott,

We are hereby giving notice that it is intention of the property owner of land located at the east side of Droubay Road at approximately 750 North (tax ID No. 03-032-0-0014) to seek annexation into the boundaries of the City of Tooele.

Per state code all affected entities are to be notified.

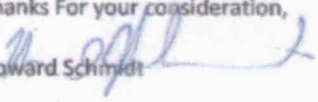
In as much as this parcel is currently included in the service area of North Tooele Fire District, we are giving you this notice. If you have concerns or comments, please address them to the owners at:

Tooele East LLC  
ATTN. Howard Schmidt  
PO Box 95410  
South Jordan UT 84095

Or to:

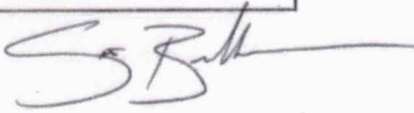
Jim Bolser  
Tooele City Community Development  
90 North Main St.  
Tooele, UT 84074

Thanks For your consideration,

  
Howard Schmidt

INTERNAL REVIEW

RECEIPT DATE 1/27/2021  
REVIEWED BY Scott Bradshaw



## Record of Petitioned Properties for Annexation

***Record of Petitioned Properties Must Include All Properties to be Included in the Proposed Annexation With All Listed Information for Each Property\* and the Signature of All Property Owners Consenting to the Annexation***

[illegible]



**TOOELE**  
169 N. Main Street, Unit 1  
Tooele, UT, 84074  
Phone: 435.943.3590

**SALT LAKE CITY**  
Phone: 801.255.0529

**LAYTON**  
Phone: 801.547.1100

**CEDAR CITY**  
Phone: 435.865.1453

**RICHFIELD**  
Phone: 435.896.2963

**WWW.ENSGNENG.COM**

LOVELLE DEVELOPMENT GROUP  
1405 E. KANGEROO DRIVE  
SOUTH JORDAN, UTAH, 84099

WHITNEY LOVELLE  
PHONE: 801-758-4033

# SPRING CANYON ESTATES CONCEPT 750 DOUBAY ROAD TOOELE, UTAH

CONCEPT 1  
IMAGE

PROJECT NUMBER: 175530  
DATE: 1/15/20  
DESIGNED BY: C. CARPENTER  
CHECKED BY: D. KROEMER  
PROJECT MANAGER: D. KROEMER





## **SURVEYORS NARRATIVE**

I, Douglas J. Kinsman, do hereby state that I am a Professional Land Surveyor, and that I hold license no. 334575, as prescribed by the laws of the state of Utah, and represent that I have made a survey of the following described property. The purpose of this survey is to retrace the boundary, monument the corners, and provide boundary information to our client.

The basis of bearing for this survey is the line between the found monuments at the Northwest Corner and the West Quarter Corner of Section 23, Township 3 South, Range 4 West, Salt Lake Base and Meridian, which bears South 0°19'43" East 2637.81 feet.

### **Surveyed Description**

A parcel of land, situate in the West half of Section 23, Township 3 South, Range 4 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the Section line, which is located South 0°19'43" East 1318.74 feet from the found Northwest Corner of Section 23, Township 3 South, Range 4 West, Salt Lake Base and Meridian, and running:

thence North 89°41'44" East 2,651.04 feet to the Quarter Section line;  
thence South 0°18'34" East 251.64 feet along said Section line;  
thence southwesterly 141.94 feet along the arc of a 1865.85 foot radius curve to the right (center bears North 34°15'05" West and the long chord bears South 57°55'40" West through a central angle of 4°21'31");  
thence South 60°06'26" West 2653.41 feet;  
thence South 89°40'55" West 222.30 feet to a point on the Section line;  
thence North 0°20'01" West 317.66 feet along said Section line to the West Quarter Corner of said Section;  
thence North 0°19'43" West 1,318.90 feet along said Section line, to the Point of Beginning.

Contains 2,663,951 square feet or 61.16 acres.

---

Date

Douglas J Kinsman

License no. 334575

November 16, 2020

Dear Mayor, Staff and members of the city Council.

We are requesting the annexation of this 61 acre parcel on the east side of Droubay Road at about 800 North. The property is bounded by City on the north and west sides and is near the city golf course to the south. We have purchased the site for the purpose of developing it into approximately 240 single family homes. We would also be requesting a zoning R-7 with the intent of building 7,000 to 10,000 lots.

We have attached a preliminary design which is very preliminary but shows what we can do. It is very consistent with the subdivision to the North and the West.

We have developed the new Providence development in the Overlake area and anticipate a very similar project in this site.

In addition to purchasing this land, we purchased 218 water credits which are currently banked with Tooele City in anticipation of this annexation.

We sincerely hope you will give us a positive recommendation and ultimate approval of this zoning so that we can move forward with our efforts to grow and enhance this great city.

Sincerely,

A handwritten signature in blue ink, appearing to read 'H. Schmidt', with a stylized flourish extending to the right.

Howard Schmidt  
Manager  
Tooele East LLC  
owner

NOTICE OF INTENT

January 4, 2021

Tooele County Clerk  
47 South Main St.  
Tooele UT 84074:

Attn: Marilyn Gillette,

Dear Ms. Gillette

We are hereby giving notice that it is intention of the property owner of land located at the east side of Droubay Road at approximately 750 North (tax ID No. 03-032-0-0014) to seek annexation into the boundaries of the City of Tooele.

Per state code all affected entities are to be notified.

In as much as this parcel is currently included in the service area of North Tooele Fire District, we are giving you this notice. If you have concerns or comments, please address them to the owners at:

Tooele East LLC  
ATTN. Howard Schmidt  
PO Box 95410  
South Jordan UT 84095

Or to:

Jim Bolser  
Tooele City Community Development  
90 North Main St.  
Tooele, UT 84074

Thanks For your consideration,

Howard Schmidt

**RECEIVED**  
**JAN 14 2021**  
**TOOELE COUNTY**  
**CLERK/AUDITOR**

Receipt of Notice of Intent to annex land into Tooele City  
*The Sub division will be know as Canyon Springs  
on Droubay Road*

I received a copy of the notice at my office

---

John Stout No. Tooele County Fire Marshall

A handwritten signature in black ink, appearing to read 'S. Bradshaw', written over a horizontal line.

Scott Bradshaw Tooele Mosquito Abatement

---

Marilyn Gillette: Tooele County Clerk



Compose

Mail

**Inbox** 8,737

Starred

Snoozed

Important

Sent

**Drafts** 81

▀ **Categories**

▀ Follow up

▀ **Misc** 1

▀ Notes

▀ Priority

More

Meet

New meeting

My meetings

**annexation plat and noi** Inbox x



**Howard Schmidt** <howard@braemarco.com>

to John

Dear Chief Stout,

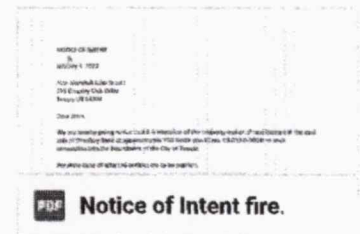
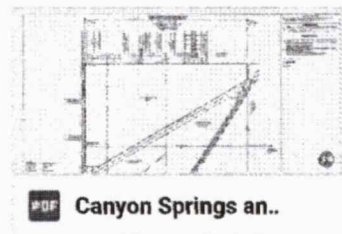
Attached is the notice of intent that I sent to you and Chief Wellden early you. Could you date and return this notice to me so I can show the city t his email address)

Thanks so much

Howard Schmidt

801-859-9449

**2 Attachments**



**John Stout** <john.stout@ntfd.us>

to me

Howard,

Received January 26th 2021

Thank you



NOTICE OF INTENT

January 4, 2021

Tooele City Mayor  
90 North Main St.  
Tooele UT 84074:

Attn: Debbie Winn,

Dear Mayor Winn,

We are hereby giving notice that it is intention of the property owner of land located at the east side of Droubay Road at approximately 750 North (tax ID No. 03-032-0-0014) to seek annexation into the boundaries of the City of Tooele.

Per state code all affected entities are to be notified.

In as much as this parcel is currently included in the service area of North Tooele Fire District, we are giving you this notice. If you have concerns or comments, please address them to the owners at:

Tooele East LLC  
ATTN. Howard Schmidt  
PO Box 95410  
South Jordan UT 84095

Or to:

Jim Bolser  
Tooele City Community Development  
90 North Main St.  
Tooele, UT 84074

Thanks For your consideration,

Howard Schmidt

PO Box 95410  
South Jordan, UT 84095

SALT LAKE CITY UT 840

5 JAN 2021 PM 2 L



Tooele City Mayor  
90 North Main St.  
Tooele UT 84074:

Attn: Debbie Winn,

84074-219199



## Exhibit B

### City Council Work Meeting Minutes February 17, 2021

**Tooele City Council  
Work Session Meeting Minutes &  
Redevelopment Agency**

**Date:** Wednesday, February 17, 2021

**Time:** 5:35 p.m.

**Place:** Tooele City Hall, Council Chambers  
90 North Main Street, Tooele, Utah

**City Council Members Present:**

Tony Graf  
Melodi Gochis  
Ed Hansen attending by phone  
Justin Brady  
Maresa Manzione

**City Employees Present:**

Mayor Debbie Winn  
Jim Bolser, Community Development Director  
Darwin Cook, Parks and Recreation Director  
Roger Baker, City Attorney  
Shannon Wimmer, Finance Director  
Steve Evans, Public Works Director  
Michelle Pitt, City Recorder  
Cylee Pressley, Deputy City Recorder

Minutes prepared by Kelly Odermott

Chairman Hansen called the meeting to order at 5:35 p.m.

**1. Open City Council Meeting**

**2. Roll Call**

Tony Graf, Present  
Melodi Gochis, Present  
Ed Hansen, Present attending by phone  
Justin Brady, Present  
Maresa Manzione, Present

**3. Mayor's Report**



Mayor Winn stated she has the opportunity at the 7:00pm meeting to give the State of the City Address. This last week the City got snow. Settlement Canyon is reading at 84% level and Bevan Cabin is reading at an 88% of medium level.

#### **4. Council Member's Reports**

Council Member Graf stated he attended the Children Justice Center meeting and Arts Council Meeting. There was discussion about the concerts on Vine.

Council Member Manzione stated she attended the RDA and Planning Commission meeting.

Council Member Brady stated he attended the RDA meeting.

Council Member Hansen stated he attended the Communities that Care Board meeting.

Chairwoman Gochis stated she spoke with the Census Bureau and Tooele City had a 75.6% self response rate for the 2020 Census. Tooele was in the top 10 of cities reporting in the State of Utah. The state of Utah Response rate was 71%. The Bureau is offering virtual Census training for data analysis. She attended a meeting with Carvana, that is coming to Tooele City. She attended the staff meeting, met to go over agendas, and attended the budget retreat for the City.

#### **5. LTAP Analysis & Recommendations for Streets Networks**

Presented by Steve Evans, Public Works Director

Mr. Evans gave a short slide presentation about the roads. There are currently 147.08 miles of roads in Tooele City. There are 62.66 miles of residential roads and 2.29 are minor arterials, with 16.10 for the majority of traffic. Asphalt roads are 99.29%. The remaining service life of the roads is an average of 10.61 years. Pavement preventative life brings roads back to useful life. The road network is 42% of the majority of 10.9 RXL value. The LTAP determined the City has \$1.8 million of budget per year. There are two bonds on 1000 North and Tooele Boulevard and those both equal about \$600,000. The staff uses the studies to prioritize the road work needed.

Council Member Brady asked how the City compares to other cities of similar size? Mr. Evans stated there is a comparison in the report.

#### **6. Landscaping Standards for North Tooele City Special Service District**

Presented by Jim Bolser, Community Development Director

Mr. Bolser stated there is a Special Service District at the north end of the community that covers the developed portion of the Overlake Development in the City. With the development agreement to establish that project, there was a control board established called the North Tooele

City Special Service District Board that is given some administrative functions specific to the District that was defined. One of the things that staff has been working on with the Board is formal adopted standards for development. A list of the standards was included in the packet with an update of sod type. This was reviewed and approved by the Parks Department. The Council would need to adopt this by Resolution at a later meeting.

Council Member Manzione stated that this has been a long time coming. Council Member Hansen asked if this is for the homeowners or for the property of the Service District? Mr. Bolser stated that it is for landscaped areas, which become public improvements and maintained by the District.

**7. City Code Text Amendments Regarding RV Parks in the NC Neighborhood Commercial Zoning District**

Presented by Jim Bolser, Community Development Director

Mr. Bolser stated that this is an item that was brought to staff by an applicant. The applicant would like to develop an RV resort in Tooele City. It is on a piece of property on the north side of 1000 North where Franks Drive curves off at 600 West coming out of the Overlake area. Currently the property is zoned NC Neighborhood Commercial and is bounded on the north and south by multi-family residential. There are some non residential uses to the west and southwest. This is currently not a permissible land use in any of the current zones, so a simple Land Use Amendment would not accomplish the applicant's goal. The applicant is requesting a text amendment to reintroduce this type of land use into the NC zone. A site plan was submitted for demonstration of the site. The intent of the applicant is to amend the text of the City Code to include this use in the NC zone. That could provide benefit to the applicant. The downside to the application, is that it would not apply to just this applicant. Any other applicants would benefit from this change in any zoning district anywhere in the City that would have this use listed. This could be added as an RSD type application, which is currently in development for provisions, to have some control in development. This is just for discussion by the Council.

Council Member Brady stated that he has the concern about the text change to allow this City wide. He liked the idea of the RSD. Mr. Bolser stated that this is a prime candidate for something like an RSD as it has some unique properties and may not work for everyone everywhere, which is the intent of the RSD. Council Member Brady asked about the property tax? Mr. Bolser stated that he imagines that it is more of a commercial venture, but that is speculative.

Council Member Manzione stated that she would be more agreeable to the RSD route as well. She asked if there is a way to guarantee the text amendment is not permanent? Mr. Bolser stated that the RSD, working with the applicant has the ability to settle all the conditions.

Chairwoman Gochis stated that she would be interested in the impact to the City infrastructure, is this something that will be coming as a resolution? Mr. Bolser stated it is just a question on if



the Council would like to hear more at this point, but it would be something that would have to come forward through ordinance. There would be an impact to water and sewer.

Council Member Hansen stated this is an RV Park, would people live there permanently or a temporary housing? Mr. Bolser stated that would be something that could be addressed through an RSD. This may be more of a snowbird type facility or a weekender facility. Council Member Hansen stated he is for a temporary situation and not a permanent residence.

Mr. Bolser stated that it sounds like there is interest in an RSD situation and there would need to be an establishment of the RSD through Ordinance and then preparing an RSD to create a text amendment to create this RSD specifically. It would be a two step process.

**8. Canyon Springs Estates Annexation for 61.16 Acres at Approximately 700 North Droubay Rd**

Presented by Jim Bolser, Community Development Director

Chairwoman Gochis gave the Council a brief background of the processes for an annexation and what was to be considered during the following discussion.

Mr. Bolser stated that there have been four formal applications for annexation. Until recently none of the four were complete petitions for annexation so they have not been brought to the Council formally, this one has now completed the petition and is now ready to start the formal process. The first formal step is a resolution for consideration, which would be at the next meeting. This is being brought forward for an outline and background prior to formal consideration. The property is an undeveloped property on the east side of Droubay Road, immediately south of the Carr Fork Subdivision. The Carr Fork Subdivision to the north and the development on the west of Droubay Road are inside Tooele City limits. This property is listed as Area K in the General Plan Annexation Policy Plan and allows for consideration of an annexation petition. The subject property is bordered by properties within the City, that have Medium Residential Density designations and R1-7 Residential zoning designations. A concept plan was submitted for intent for the property.

Mr. Bolser gave a brief outline of the Annexation process as directed by State Code and asked the Council to consider the benefits and drawbacks to the application proposed and the impacts on water, sewer, infrastructure, storm drainage, transportation, parks and recreation, public safety considerations, and other impacts by adding to the City boundaries.

Chairwoman Gochis asked if the Mayor has a recommendation on the proposed annexation? Mayor Winn stated that annexation is a decision made by the City Council, but also recognizes the impacts on the City and administration. She is concerned about new annexations and water. There are no water rights for sale in east Tooele Valley right now. Developments approved in existing City limits are having a difficult time finding water rights. Water rights owned by Tooele City are fully committed and there is not an excess of water. New annexations will only

make this more difficult. Kennecott water rights cannot be used without new wells, the rights must be used for development within the existing boundaries, the rights cannot be used to satisfy the City's existing commitments unless the City pays the market rate for them. The sewer plant expansion is coming as annexations hasten the day of expansion. This annexation would bring 240 new homes and add about 1000 new people and they deserve municipal services, including parks and amenities. The proposed subdivision, does not include a park or open space and the impact would need to be absorbed by the City's existing parks. The police department is stretched thin and annexation will tax the department and require the hiring of additional police officers. Annexing new land will tax all of the City departments, including the volunteer fire department, which will need more equipment. City revenues are finite and new houses will generate new income, but it is only a percentage of what it costs the City to provide municipal services for that house. The administration encourages building within the current City limits. Mayor Winn stated that she is not anti-development or anti-growth, but the City has their hands full with what is already in the City limits. New annexations will demand more resources when resources are already taxed.

Mayor Winn showed the Council a map of the existing City limits and then showed the Council a map of the land that is undeveloped property and is zoned for residential units. There is 4,500 acres already zoned for new homes. Another map showed the undeveloped areas zoned for commercial and industrial use, 2750 acres for business. Mayor Winn recommended that Tooele City not expand its borders at this time, but instead develop the land within the City.

Chairwoman Gochis asked if there were any comments or questions for the staff?

Council Member Graf asked if green space could be required with annexation? Mr. Bolser stated he believes the Council could. An annexation agreement allows for terms which are negotiable and terms could be added to the agreement. Council Member Graf asked what the impact is for 1000 new inhabitants and is there a formula for the law enforcement? Mr. Bolser stated that there is a level of service ratio and could be part of the studies required for consideration. Chief Kirby stated that Tooele City is about one officer per thousand residents. That is a general guideline.

Chairwoman Gochis asked how that compares to cities that are similar size? Chief Kirby stated the population, demographics, and need more than one per thousand would not want to go lower in the ratio. A development like that would require a minimum of one officer. In addition to officers there is support staff and equipment. In comparing the crime rate and demographics are slightly below other cities. Hiring officers has been a challenge.

Council Member Hansen asked if the developer has a water rights? Mr. Bolser stated he understands that there are water rights available that the applicant has access to.



Council Member Brady asked about the history of the piece of property north of the subject property? Mr. Bolser stated that was before his time with the City, but it would make sense it was an annexation at some point. Council Member Brady stated he thinks there needs to be more green space, trails, and something that benefits the City. He appreciated the Mayor's comments. Council Member Brady asked if this could be developed in Tooele County? Mr. Bolser stated it could be developed in Tooele County, but they have a different standard and may result in less lots. There are also utility connection concerns that would be easier to address with the City. Council Member Brady asked that if the Council decided to move forward, is it at that point the zoning is decided? Mr. Bolser stated that would be a provision of the annexation agreement. The applicant can request the zoning, but the Council has the ultimate discretion. Council Member Brady asked if the size of the house determine the financial benefits of that home to the City? Mayor Winn stated she believes the numbers presented in the meeting are an average. The cost to provide services to the residents is more than what is paid in property tax.

Mr. Baker stated that the water rights issue it raises a policy question. The water rights that the City has from Kennecott are restricted to use within the City's current boundaries. To annex this property and use Kennecott water rights on it would not only be a change in land use policy, but also a change in water policy. He stated that his understanding is that the water rights for this property are Kennecott water rights. It is a change in water policy as the Kennecott water rights are finite and would be diluted if used on property that is newly annexed, because then they would not be available for land use already in the City. It is an important policy decision for them to consider.

Council Member Manzione stated that she is not opposed to annexation. There is nothing that adds value other than houses and that is where she is struggling.

Chairwoman Gochis stated her questions were answered about water.

Council Member Hansen asked if the water the developer has is Kennecott water? Chairwoman Gochis confirmed that the water is Kennecott and would require a change to land use and water policy.

#### **9. Closed Meeting**

The motion to close to closed meeting was made by Council Member Graf. Seconded by Council Member Manzione. The meeting moved to closed session at 6:22.

Closed Session attendees; Mayor Debbie Winn, Chairwoman Gochis, Council Member Hansen joined by phone, Council Member Brady, Council Member Manzione, Council Member Graf, Roger Baker, City Attorney, Michelle Pitt, City Recorder, Jim Bolser, Community Development Director, and Paul Hansen, City Engineer.

Chairwoman Gochis adjourned the closed meeting at 6:42pm.

**10. Adjourn**

**Chairwoman Gochis adjourned the meeting at 6:38pm.**

*The content of the minutes is not intended, nor are they submitted, as a verbatim transcription of the meeting. These minutes are a brief overview of what occurred at the meeting.*

Approved this 3rd day of March, 2021

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Melodi Gochis, Tooele City Council Chair

## Exhibit C

### City Council Business Meeting Minutes March 3, 2021

**Tooele City Council  
Business Meeting Minutes**

**Date:** Wednesday, March 3, 2021  
**Time:** 7:00 p.m.  
**Place:** Tooele City Hall, Council Chambers  
90 North Main Street, Tooele, Utah

**City Council Members Present:**

Tony Graf  
Melodi Gochis  
Ed Hansen  
Justin Brady  
Maresa Manzione

**City Employees Present:**

Mayor Debbie Winn  
Jim Bolser, Community Development Director  
Chief Ron Kirby, Police Department  
Steve Evans, Public Works Director  
Roger Baker, City Attorney  
Shannon Wimmer, Finance Director  
Darwin Cook, Parks and Recreation Director  
Michelle Pitt, City Recorder  
Cylee Pressley, Deputy City Recorder

Minutes prepared by Kelly Odermott

Chairwoman Gochis called the meeting to order at 7:00 p.m.

**1. Pledge of Allegiance**

The Pledge of Allegiance was led by Mr. Jim Bolser, Community Development Director

**2. Roll Call**

Tony Graf, Present  
Melodi Gochis, Present  
Ed Hansen, Present  
Justin Brady, Present  
Maresa Manzione, Present

**3. Mayor's Youth Recognition Awards**

Presented by Stacy Smart, Mayor Winn, and Police Chief Kirby



Mayor Winn welcomed visitors for the Mayor's Youth Awards and introduced Tooele City Police Chief Ron Kirby and thanked him for his collaboration. Ms. Smart highlighted Communities That Care Programs including Second Step, QPR, Guiding Good Choices and Take Pride Tooele. The next Take Pride Tooele Clean-up will be May 15, 2021.

Ms. Smart, Chief Kirby, and the Mayor then presented the Mayor's Youth Recognition Awards to the following students:

- Gracen Bybee
- Brooklynn McCormick

#### **4. Public Comment Period**

Chairwoman Gochis opened the public hearing

The following email was received for public comment

Submitted by Mr. Brian Gallagher

Tooele City Council,

I have received ten or fifteen letters from Service Line Warranties of America informing me about my responsibility to fix any issues with my exterior water or sewage lines. I am well aware of my responsibility and I am not interested in the "strings attached" coverage they are offering. I am more than capable of fixing exterior water issues for my property. I am just so fed up with this company constantly sending me letters for the junk they are offering. If I didn't sign up for it the first five times letters were sent to me, why keep sending another ten or more notices my way? I am just a bit annoyed by the city's endorsement and constant badgering over this matter. Hopefully you can do something to address this issue.

Mayor Winn stated that state law requires Tooele City to twice a year, inform the residents that the water and sewer line connections from the home to the main line in the street, does not belong to the City. The residents are required to replace that line if it becomes damaged. That is the homeowner's responsibility. That information is in the 90 North Main Newsletter for the residents. A couple of years ago, the City was contacted through the national League of Cities and Towns and the Utah League of Cities and Towns about a company that would offer to the homeowner low cost insurance to replace the lines. The City Council approved the contract, which is three years. Tooele City logo is on the paperwork and is endorsed by Tooele City as an offer to try and mitigate the costs of replacing the lines. Tooele City thought this was a great program to offer to the residents that may be interested. The company has sent out five letters and two weeks later a reminder letter is also delivered. It costs the company to send these letters out. This is done as a service to the residents and there is no obligation to purchase the insurance.

Chairwoman Gochis closed the public comment period

5. **Resolution 2021-18 A Resolution of the Tooele City Council Accepting for Further Consideration of the Annexation Petition of Howard Schmidt**

Presented by Jim Bolser, Community Development Director

Mr. Bolser stated this is a resolution intended to provide for potential further consideration of an annexation petition. This does not approve an annexation this evening. The property is east of Droubay Road to the south of the existing Carr Fork Subdivision. Property within the Carr Fork Subdivision, as well as across the road are inside Tooele City boundaries. The Annexation Policy Plan within the General Plan was amended to include this area last fall, as Expansion Area K. That does not make a statement on if this area will be annexed, it just allows the conversation and application to come forth for consideration. The Land Use Map in the General Plan identifies the areas surrounding it within Tooele City as Medium Density Residential. The zoning of the properties within Tooele City surrounding the subject property are zoned R1-7 Residential. The initial application from the applicant suggests a desired zone to be R1-7 Residential, should the annexation eventually be approved. The applicant has provided conceptual plans to help the Council understand the desires of the applicant, should the annexation be successful.

Mr. Bolser gave a brief overview of the annexation process as governed by Utah State Code Section 10-2-400 and subsequent sections. Steps include a complete petition, first formal resolution, which is occurring this evening. Further actions would be the formal process of certification of the petition, Planning Commission review, notice of protest review to the general public, notice of Council hearing, and an annexation agreement. The annexation agreement would include, Land Use designation, zoning designation, and any other provisions the City Council deems necessary to accept the annexation. Following the agreement, there is a resolution which would be for the Council to approve the annexation agreement and ordinance to approve the petition of annexation. That would then approve the annexation. The Lieutenant Governor's Office has a certification process and ordinance, annexation agreement, and plat would be recorded with the County. The step this evening is should it be denied, ends the annexation process. If the resolution is approved to move forward, that would allow the Council to tell the applicant what considerations that should be considered for the annexation. Mr. Bolser gave a list of considerations which could be considered by the Council.

Council Member Graf stated that it sounds like a request for consideration of the application could be a public safety evaluation for response time? Mr. Bolser stated that as a study measure for consideration of an annexation, a study could be requested for level of service including need for additional, officers, equipment, support staff, as well as response times or satellite stations.



Council Member Brady stated that if the resolution does not pass this evening, then his understanding is that the annexation dies, but is there a time in the future to consider this. He stated that he doesn't think this is the best time for this annexation into Tooele City. Mr. Bolser stated an applicant can always petition for annexation. Council Member Brady stated he is concerned about the subdivision with just houses, parks are needed as well. Green space can be required, but is there a study that needs to be done? Mr. Bolser stated the applicant can be asked to provide a legitimate study based on levels of service.

Council Member Manzione stated that it is a lengthy process and does the City Council have full discretion all the way through the process. Where is the Council locked into the annexation? Mr. Bolser stated that the only point of being locked in, is the final approval.

Council Member Hansen stated that his understanding is that the developer has Kennecott water shares to use on this. Mr. Bolser stated that the original agreement with Kennecott was approved in 2007 and specifies that the water rights under that agreement are allowed for use within the Tooele City Water Special Service District. That District boundary currently matches the City boundary. Mr. Baker added that the Kennecott water rights can be used within the City limits. Council Member Hansen stated that if this gets annexed those water rights can be used. Mr. Baker stated, he believed so. There will need to be a formal process to amend the Water District boundaries to make the boundaries official. The intent and language of the agreement allows the rights to be used within the City and not outside the City.

Chairwoman Gochis allowed the property owner to make comments to the Council.

Mr. Howard Schmidt stated he has visited with a few of the Council Members on this topic. He acknowledged Mr. Bolser and his help on the process. The land was purchased and meeting with City staff it was determined that it would need to be annexed into the City. Based on his conversations with City staff, if there was water, the annexation would be fine. Kennecott was approached about water credits and they sold the water credits to the developers with the understanding that the water could be used on the property. This is a challenging time in Tooele City with all the development. Mr. Schmidt stated that he would like to postpone a decision for a period of time, to work with the City to determine what would be the best thing for the City. They are not opposed to parks, but the site plan proposed is all residential lots to determine what was available. Mr. Schmidt stated there could be some potential to the east side of Tooele and would like to do some studies and come back more prepared.

Council Member Manzione stated that she appreciated the comments and would like to have trails looked at. Council Member Brady stated that he looks at annexations as if they improve Tooele City. He wants the development to bring things to the City and how will it benefit Tooele City.

Mr. Schmidt would like to meet with Council Member Brady for some ideas.

**Council Member Graf motioned to table Resolution 2021-18 .** Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Chairwoman Gochis, "Aye." The motion passed.

**6. Resolution 2021-20 A Resolution of the Tooele City Council Establishing Standards & Specifications for Overlake Features Maintained by the North Tooele City Special Service District**

Presented by Jim Bolser

Mr. Bolser stated a subset of the City is the North Tooele City Special Service District, which has been established for the purpose of maintaining specific features in the Overlake Area, which resulted from the Master Development Agreement. In order to do that, the Council has established an Administrative Control Board for the Service District. The Control Board has been working for many years to maintain the features and doing so without the benefit of having a specific standard. The District Board has been working with staff and contract maintenance workers, to come up with a standard so applicants joining the District, the District itself, and City staff can use the standards to guide landscaping and features in the District. A list of the standards were shown on the screen.

Council Member Graf asked about the trees and if the varieties on the list would buckle the sidewalks over time and has that been considered? Mr. Bolser stated that he was not familiar enough with trees to know specifically how to answer that question but the trees were the suggestion by the Board and had been reviewed by the Parks Department to be brought forward.

**Council Member Manzione motioned to approve Resolution 2021-20.** Council Member Brady seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Chairwoman Gochis, "Aye." The motion passed.

**7. Resolution 2021-29 A Resolution of the Tooele City Council Accepting the Completed Public Improvements Associated with the Hunter's Meadow Phase 2 Subdivision**

Presented by Steve Evans, Public Works Director

Mr. Evans stated this is a public improvement with eight lots, and is on 700 South. There is a parcel adjoining to the improvements owned by Tooele City. The City has a competitive bid with Dave's custom concrete to finish this project with curb, gutter, and sidewalk.

**Council Member Hansen motioned to adopt Resolution 2021-29.** Council Member Brady seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Chairwoman Gochis, "Aye." The motion passed.



**8. Resolution 2021-30 A Resolution of the Tooele City Council Approving a Change Order to the Groundwater Resource Evaluation Study with Hansen Allen. & Luce**

Presented by Steve Evans, Public Works Director

Mr. Evans stated this is a study to help public works, engineering, and the City and will provide some benefits for the Settlement Irrigation Company. The scope of the work is to determine what happens when the water goes dry in the reservoir and how does that affect the City users. The study will do an estimation of 1000 lots. This will give an actual ERC number for when the reservoir is dry. This will determine the amount of culinary water used. The study will take approximately two months and cost no more than \$36,900.

**Council Member Manzione motioned to adopt Resolution 2021-30.** Council Member Graf seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Chairwoman Gochis, "Aye." The motion passed.

**9. Minutes**

**Minutes include February 17, 2021 Work Session and City Council Business Meeting.**

**Council Member Brady motioned to adopt minutes.** Council Member Hansen seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Chairwoman Gochis, "Aye." The motion passed.

**10. Approval of Invoices**

Presented by Michelle Pitt

An invoice in the amount of \$80,078, to the Tooele County Sheriffs Office, for first quarter dispatch fees.

An open PO for \$75,000, to Mountain Land Supply, Inc, for water meters.

Council Member Graf asked how often are water meters purchased and if there is the possibility of a bulk discount? Ms. Wimmer stated that the invoices are every three months and the water meters are a fixed price.

**Council Member Hansen motioned to approve invoices.** Council Member Brady seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Chairwoman Gochis, "Aye." The motion passed.

**11. Adjourn**

Chairwoman Gochis adjourned the meeting at 7:52 pm.

*The content of the minutes is not intended, nor are they submitted, as a verbatim transcription of the meeting. These minutes are a brief overview of what occurred at the meeting.*

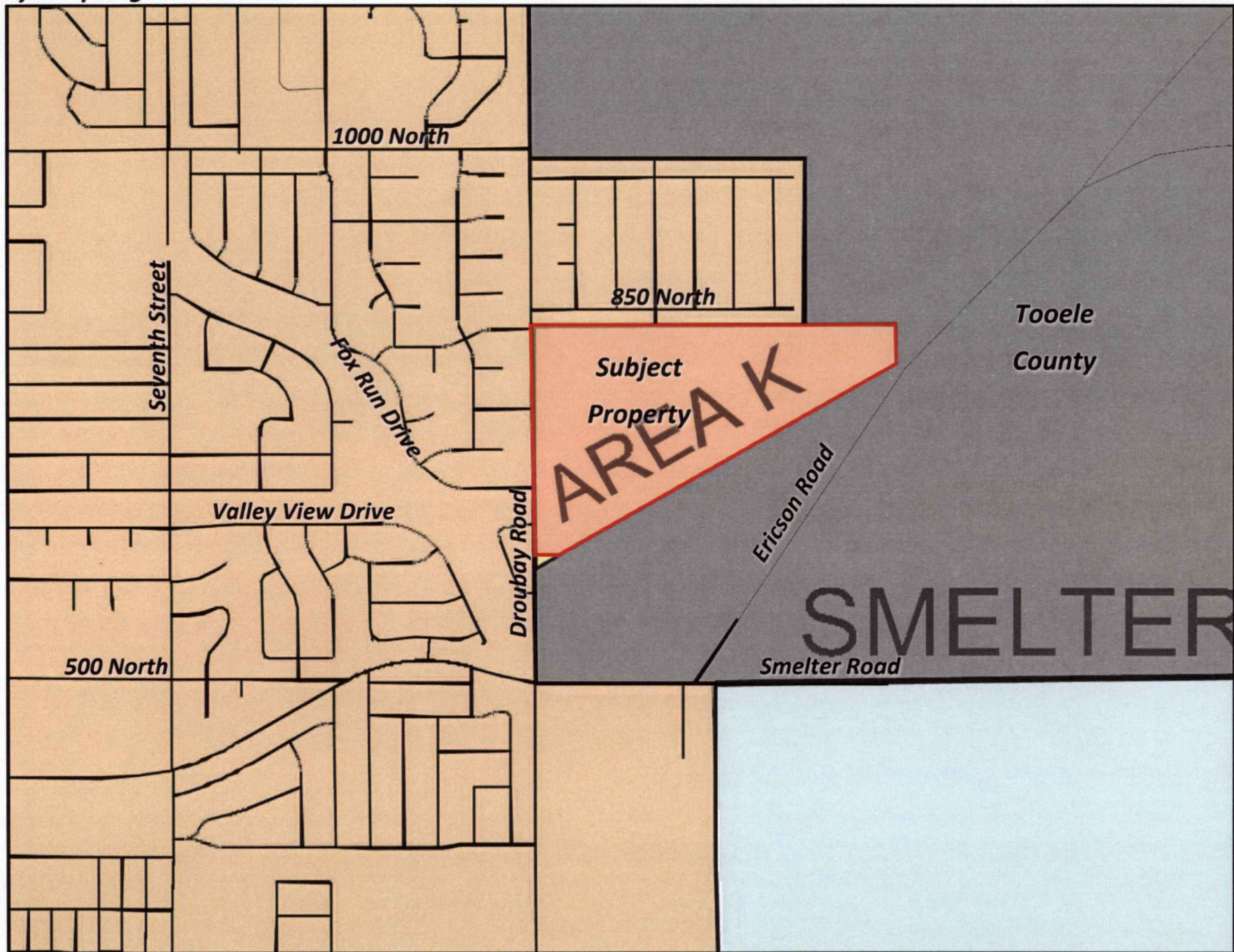
Approved this 17th day of March, 2021

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Melodi Gochis, Tooele City Council Chair



## Canyon Springs Annexation



## Canyon Springs annexation request

Dear Melodi,

We appreciate the time that you have put into discussing the possible annexation of approximately 60 acres on the east side of Droubay Rd.

After our last meeting with the city council we went back to the drawing board and redrafted our subdivision layout, taking into account thoughts and feeling of the members of the council as well as certain members of the staff.

Here is what we are proposing:

1. The subdivision plan has been reduced from 240 lots to 172 lots with lots ranging in size from 8,600 Sq. ft. to 24,000 sq. ft. with an average size of around 11,000 feet. Based on information from members of the council as well as comments from the public, we believe that this development will be a "move-up" area in the city for both newcomers as well as longtime residents that would like to stay in the same area.
2. Trails have been brought up by many people as an asset to the community so we have incorporated a trail system inside the development plan as well as to the south where a UDOT right of way exists. We will work together with the county and city to acquire this right of way and plan out a link from Droubay Rd to Ericson Road to the East.
3. Along Droubay we would propose that we build a meandering path with some low maintenance xeriscape which will be part of our Storm drain detention plan. This will create more open space.
4. England Acres has a great park sight and rather than have several scattered parks around we would propose that we contribute \$150,000 to the city once we are underway with the development toward this park to be used as the city sees fit.

Just as a reminder, we purchase 218 acre feet of "wet water" from Rio Tinto which is banked with the city for use. It is our understanding that this is one of the best places to use this water as there are wells on this side of the city from which water can be pumped. We appreciate the city council placing this item back on the agenda for consideration of going forward to study this annexation.

Sincerely,

Howard Schmidt

Brett Lovell





# CANYON SPRINGS

MASTER LOTTING PLAN

MAY 21, 2021



**Tooele City Council  
Business Meeting Minutes**

**Date:** Wednesday, September 1, 2021

**Time:** 7:10 p.m.

**Place:** Tooele City Hall, Council Chambers  
90 North Main Street, Tooele, Utah

**City Council Members Present:**

Melodi Gochis  
Ed Hansen  
Justin Brady  
Maresa Manzione  
Tony Graf

**Planning Commission Members Present:**

Chris Sloan  
Matt Robinson

**City Employees Present:**

Mayor Debbie Winn  
Jim Bolser, Community Development Director  
Adrian Day, Police Department Chief  
Darwin Cook, Parks and Recreation Director  
Roger Baker, City Attorney  
Shannon Wimmer, Finance Director  
Jamie Grandpre, Public Works Director  
Paul Hansen, Tooele Engineer  
Jared Stewart, Economic Development Coordinator  
Michelle Pitt, City Recorder  
Holly Potter, Deputy City Recorder

Minutes prepared by Katherin Yei

Chairwoman Gochis called the meeting to order at 7:32 p.m.

**1. Pledge of Allegiance**

The Pledge of Allegiance was led by Council Member Hansen.

**2. Roll Call**

Tony Graf, Present  
Melodi Gochis, Present  
Ed Hansen, Present

Justin Brady, Present  
Maresa Manzione, Present

### **3. Public Comment Period**

Christy Johnson, director of Tooele Community Resource Center, stated they had two funding sources accounting for \$12,000,000 for housing but they have a gap. She stated they are asking the City for 1 million dollars to do a match for a grant with the State. She stated they will not be able to apply if they don't get a match from the City.

Carol Hollowell, stated there is a short turnaround time. She stated the grant will match dollar for dollar if there is community involvement. The due date is the 15th of September.

Chairwoman Gochis asked what the deadline is.

Mrs. Johnson stated September 10, because they need time to write the grant.

Chair Member Graf asked if they were to make contribution to the CRC, would it be matched by ARPA

Mrs. Wimmer stated the \$50 million is the same grant that the City is applying for and it would be a competing application.

Zach Saling, Tooele resident, stated his sewer backed up during the storm. He stated he was told once the application went to insurance, it is out of the City's hands. He stated the insurance company says they only cover the \$5,000, the other amount is covered by the City.

Mr. Baker stated the insurance company has a no-fault benefit of \$5,000 and the City has a no-fault benefit up to \$10,000. He stated they are working to have one entity dealing with all money.

Mr. Saling stated the insurance told him they had nothing to do with that. They finally received the information today telling them, they will be assigned an adjuster.

Mr. Baker stated there is only one person handling all claims and two companies working with the City.

Ronald and Steven Hunter stated they have only received one call from the adjuster and nothing since. Mr. Hunter stated they back up Mr. Salings claims.

Council Member Manzione asked about a timeline.

Mayor Winn stated she met with several home owners and will personally call the ULGT and get information.

### **4. Resolution 2021-18 A Resolution of the Tooele City Council Accepting for Further Consideration the Annexation Petition of Howard Schmidt**

*Presented by Jim Bolser, Community Development Director*

Mr. Bolser stated the property is on the East side of Drubay road. He stated because it is an annexation it lies outside the City area and is identified as area K. He stated all of it will be brought into the city with exception the utility area. He stated the land use map is not assigned a

land use designation and will need to be assigned a land use designation until the process is done. He stated surrounding areas are medium-residential zoning with 7,8, 10 zoning districts. He stated the Plat itself sets the boundary of the City.

Mr. Bolser stated the applicant has submitted and amended a conceptual plan having 172 single-family lots with a minimum zoning of R1-7 zone. He stated under state law 10-2-400 states the Council has full right of annexation and the consideration gives benefits and drawbacks. He stated the resolution is the first step in the annexation process and the approval is to allow the process to go further. If you deny the process it will end the application. He stated that the question of study info would be allowed during the next stage.

Council Member Brady asked at what point the residents would be notified.

Mr. Bolser stated there isn't a neighboring property that needs to be notified, just a public hearing.

Council Member Graf stated if approved for consideration, do they have the discretion at what type of water rights they accept.

Mr. Bolser stated they have an obligation to except any size and quantity that is obtained. He stated the applicant does have rights that are assigned into the community and the rights for water rights are satisfied.

Councilwoman Gochis asked what the condition of the trail system is. She stated it only shows connectors.

Mr. Bolser stated it is only a conceptual plan that shows three points of connection to the community. He stated on Droubay the trail would be a sidewalk.

Council Member Manzione asked if they are willing to make a payment for a park within the City.

Mr. Bolser stated that it is the current proposal.

Council Member Manzione stated the diagonal trail is from UDOT.

Mr. Bolser stated the applicant did talk about acquiring that property.

Council Member Brady stated it could be contingent on a trail.

Mr. Bolser stated it would be at end of process and apart of the agreement.

Council Member Brady asked if the resolution is to just agree to listen to the next steps.

Mr. Bolser stated it was.

**Hansen motioned to approve Resolution 2021-18 and requested all of the studies.** Council Member Graf seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Chairwoman Gochis, "Aye." The motion passed

#### **5. Resolution 2021-81 A Resolution of the Tooele City Council Adopting the Amended and Restated Prototype John Hancock 401(K) Retirement Plan**

*Presented by Kami Perkins, Human Resource Director*



**Tooele City Planning Commission  
Business Meeting Minutes**

**Date:** Wednesday, June 22, 2022

**Time:** 7:00 p.m.

**Place:** Tooele City Hall Council Chambers  
90 North Main Street, Tooele Utah

**Commission Members Present:**

Chris Sloan  
Matt Robinson  
Tyson Hamilton  
Weston Jensen  
Paul Smith  
Melodi Gochis  
Alison Dunn

**Commission Members Excused:**

Melanie Hammer  
Nathan Thomas

**City Council Members Present:**

Justin Brady

**City Council Members Excused:**

Ed Hansen  
Maresa Manzione

**City Employees Present:**

Andrew Aagard, City Planner  
Jim Bolser, Community Development Director  
Paul Hansen, Tooele Engineer  
Roger Baker, Tooele City Attorney

Minutes prepared by Katherin Yei

Chairman Robinson called the meeting to order at 7:00 p.m.

**1. Pledge of Allegiance**

The Pledge of Allegiance was led by Chairman Robinson.

**2. Roll Call**

Chris Sloan, Present  
Matt Robinson, Present  
Tyson Hamilton, Present

**and conditions listen in staff report and the street side elevation to be a minimum 40% brick or stone.** Chairman Sloan seconded the motion. The vote was as follows: Commissioner Gochis, "Aye", Commissioner Dunn, "Aye", Commissioner Sloan, "Aye" Chairman Robinson, "Aye" Commissioner Hamilton, "Aye", Commissioner Jensen, "Aye", and Commissioner Smith, "Aye". The motion passed.

**9. Recommendation on a Petition for the Canyon Springs Annexation of 61.16 Acres at Approximately 750 North Droubay Road by Howard Schmidt**

Mr. Bolser presented an annexation petition regarding the vacant site east of Droubay Road. By state law the city is preemptive from annexing it unless it is in a designated area to be considered, which this property is. The properties that border the site are identified as medium-density residential land uses. The existing zone adjacent to the property are all R1-7 zoning. The plat outlines the subject property. A concept plan has been submitted with identified trails, open spaces, storm water detention, and ideas to help support their request. The process is detailed and lengthy and controlled by the Utah State Code. Proposed uses and existing needs of infrastructure are supported with the seven submitted studies. The Planning Commission is only required to make a recommendation to the Council.

The Planning Commissions had a discussion regarding the annexation.

Why not approach the County to do this project?

Does water need to be developed in this location?

What are the staff's recommendations for the storm water detention?

Mr. Bolser addressed the Commission's questions and concerns. Development regulations are very different to the City and the concept likely wouldn't be a possibility in the County. The concept shows multiple basins. The administration will identify and ensure there is anticipation to have multiple basins instead of a large single area.

Mr. Baker spoke on the water rights. Water is there and developed. Kennecott sold the water right credits in the open market and the applicant purchased those.

Mr. Schmidt addressed the Commission. The County does well with rural lots, but then they have to compete with utilities in the City. The way Droubay Road is, the City and County maintenance would have issues. There will now be curb and gutter, and sidewalks, bordered by the City.

Commissioner Gochis asked the following questions:

In the City recommendation, they address trails. Are there considerations to changing things based on recommendations? Would the sidewalks be considered the interior trail? With the proposed zoning, are there any unique things within the development?

Mr. Schmidt addressed the questions from the Commission. They discovered an area owned by UDOT which is a perfect use for a trail. There is a process that allows UDOT to donate that area to the City or County. The advantage is the trail gets you near Erickson and would be available



to the entire community. The sidewalks tie back into the streets. With 100 feet, they would build and pave a trail with the addition of a mountain bike trail. They concluded during a discussion with the City, they will be contributing to the Parks Department to enhance other parks within the City as well as a contribution to the Tooele County Housing Authority. It will be a step-up community.

**Commissioner Sloan motioned to forward a positive recommendation on the proposed annexation.** Commissioner Gochis seconded the motion. The vote was as follows: Commissioner Gochis, "Aye", Commissioner Dunn, "Aye", Commissioner Sloan, "Aye" Chairman Robinson, "Aye" Commissioner Hamilton, "Aye", Commissioner Jensen, "Aye", and Commissioner Smith, "Nay". The motion passed.

#### **10. City Council Reports**

Council Member Brady shared the following information from the City Council Meeting: Swearing in Fire Chief McCoy, adopted a tentative budget, discussion on annexation, and a discussion of the GTM property by Steve Evans.

#### **11. Review and Approval of Planning Commission Minutes for the Business Meeting Held on June 8, 2022.**

There are no changes to the minutes on June 8<sup>th</sup>, 2022.

**Commissioner Sloan motioned to approve.** Chairman Robinson seconded the motion. The vote was as follows: Commissioner Gochis, "Aye", Commissioner Dunn, "Aye", Commissioner Sloan, "Aye" Chairman Robinson, "Aye" Commissioner Hamilton, "Aye", Commissioner Jensen, "Aye", and Commissioner Smith, "Aye". The motion passed.

#### **12. Adjourn**

**Chairman Robinson adjourned the meeting at 8:33 p.m.**

*The content of the minutes is not intended, nor are they submitted, as a verbatim transcription of the meeting. These minutes are a brief overview of what occurred at the meeting.*

Approved this 13<sup>th</sup> day of July, 2022

  
Matt Robinson, Tooele City Planning Commission Chair

## **Tooele City Council Business Meeting Minutes**

**Date:** Wednesday, September 7, 2022

**Time:** 7:00 p.m.

**Place:** Tooele City Hall, Council Chambers  
90 North Main Street, Tooele, Utah

### **City Council Members Present:**

Ed Hansen  
Justin Brady  
Maresa Manzione  
Tony Graf  
Dave McCall

### **City Employees Present:**

Mayor Debbie Winn  
Adrian Day, Police Department Chief  
Jim Bolser, Community Development Director  
Shannon Wimmer, Finance Director  
Paul Hansen, City Engineer  
Matthew Johnson, Assistant City Attorney  
Darwin Cook, Parks and Recreation Director  
Michelle Pitt, City Recorder  
Holly Potter, Deputy City Recorder

Minutes prepared by Katherin Yei

Chairman Brady called the meeting to order at 7:00 p.m.

### **1. Pledge of Allegiance**

The Pledge of Allegiance was led by Chairman Brady.

### **2. Roll Call**

Tony Graf, Present  
Ed Hansen, Present  
Justin Brady, Present  
Maresa Manzione, Present  
Dave McCall, Present at 7:06PM

### **3. Public Comment Period**

Brent Lindstrom with Leisure Villas shared information for a consideration of a Fee-in-lieu of water for the senior living area off of 1000 North. They are nearing the end of Phase 1, but need help with finding the appropriate water.

**4. Public Hearing on a Petition for the Canyon Springs Annexation of 61.16 Acres at Approximately 750 North Droubay Road by Howard Schmidt**

*Presented by Jim Bolser, Community Development Director*

Mr. Bolser presented a petition for annexation. This is only a public hearing item, not a decision item. The annexation is a lengthy process. The subject property is located near Droubay Road. The expansion area map does show the area being included in the City's expansion plan. The areas included are identified for the City to decide to petition. The property does not include a land use designation, but the surrounding areas are a medium-density residential. It is identified to support highest density for single-family homes. The zoning map will have to be decided by the Council. The map shows the surrounding areas as R1-7. A concept plan has been provided including 172 single-family dwelling lots compliant with the R1-8 zone. The process is governed by State Code, with full discretion by the Council. Studies have been submitted for the Council and Staff to review.

Emails have been received from the public in regard to the proposed annexation and have been read for the recorded video of the meeting. They were received from the following:

Zion Farms LLC

Scott Bradshaw

John and Sherry Roberts

John Williams

Linden Greenhalgh and Dean Lavender

The public hearing was opened. The public shared concerns about the benefits to the community and impact to Tooele.

Valerie Peterson shared questions and concerns regarding the contribution to the parks within the City, Staffing the Police Department, and having enough teachers.

Dave Bresnahan addressed the water pressure within the homes, fire safety, and developing on the land within the Tooele City boundaries.

Scott Peterson shared concerns regarding traffic, the housing market, and schools.

Sherry Roberts concerns of the rural property and farms disappearing if the development is approved.

The public hearing was closed.

Chairman Brady addressed the public's concerns. This annexation is not considered lightly. They have asked for multiple studies and the impacts to the City. The contribution is an agreement that a trail system be developed. As well as a \$250,000 contribution for Parks. There will be an additional contribution for affordable housing within the community. The developer does have rights for water and will be used within the subdivision. The water master plan gives an idea of



growth and water sources. This annexation feels like a natural addition. This is a move-up subdivision.

Council Member Graf addressed the public. He is not in favor for the annexation for many reasons including losing the buffer zones, water, infill, fire safety, cost of building infrastructure, lack of green spaces, and the unknown answers of the contributions.

Mr. Schmidt addressed the Council and the public's concerns. The trail system is being worked on with the county. UDOT has donated the small section of property. There will be detention ponds alongside Droubay Road with beautiful street-scapes.

**5. Public Hearing & Motion on Ordinance 2022-33 an Ordinance of Tooele City Amending the Tooele City Zoning Map to Reassign Approximately 9.12 Acres Located at Approximately 800 North 100 East From the MR-25 Multi-Family Residential Zoning District to the MR-20 Multi-Family Residential Zoning District**

*Presented by Jim Bolser, Community Development Director*

Mr. Bolser presented information on a City generated application for a Zoning Map Amendment located at the Legacy Apartments. The Land Use is assigned to the High Density Residential. Currently, this is the only project assigned to the MR-25. There are 12 apartment buildings and a clubhouse building. This is a housekeeping effort since the City Council removed the MR-25 zone from the City Code. The project will be in compliance as MR-20. The Planning Commission has heard the item and forwarded a positive recommendation.

The public hearing was opened. No one came forward. The public hearing was closed.

**Council Member Manzione motioned to approve Ordinance 2022-33 an Ordinance of Tooele City Amending the Tooele City Zoning Map to Reassign Approximately 9.12 Acres Located at Approximately 800 North 100 East From the MR-25 Multi-Family Residential Zoning District to the MR-20 Multi-Family Residential Zoning District.** Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

**6. Public Hearing & Motion on Ordinance 2022-34 an Ordinance of the Tooele City Council Vacating a Dedicated Public Utility Easement on Lot 5 of the Smart Subdivision**

*Presented by Jim Bolser, Community Development Director*

Mr. Bolser presented a Public Utility Easement asking to be vacated. When subdivisions are approved, there are public utility easements to have an area designation for utilities. The easements are not utilized. The City Council can review requests to remove the easements and the restrictions that they may present. The application is for a non-residential property located near 2000 North. The Plat was record in 1990. They have provided letters from utility companies that state they do not use the easements.



**TOOELE VALLEY MOSQUITO ABATEMENT DISTRICT**

1575 Sunset Road  
Lake Point, Utah  
(801)250-3879

Dear Council members,

It is my understanding that under Utah Code 10-2-428. Neither annexation nor boundary adjustment has an effect on the boundaries of most local districts or special service districts. In order for Tooele Valley Mosquito abatement District to be removed from the proposed Tooele city annexations the interested parties, Tooele valley Mosquito abatement District and Tooele City must follow the withdrawal provisions found in Utah Code 17B-1 part 5. If Tooele City annexes portions of unincorporated Tooele Valley, previously serviced by TVMAD it does not mean that the service provided by the District is automatically withdrawn from that area.

Tooele Valley Mosquito continues to service the areas in question, regardless of annexation, there would be no change to Tooele Valley Mosquito Abatement District Boundaries. Also, just because a portion of Tooele City is inside the district does not mean that the entire city would be part of the District. If Tooele City as a whole wants to become part of Tooele Valley Mosquito they can.

I am concerned that the public in these proposed areas will not get the public health protection that they have been receiving. I hope the City council will consider the public health issues concerning mosquitoes in these potential annexation areas.

Thank you,

Scott Bradshaw  
District Manager  
Tooele Valley Mosquito Abatement District

September 7<sup>th</sup>, 2022

Tooele City Council  
90 North Main Street  
Tooele, UT 84074

John and Sheri Roberts  
841 Ericson Road  
Tooele, UT 84074

Members of the City Council,

We, John and Sheri Roberts, are writing to formally oppose the annexation request proposed on the East side of Droubay Road at approximately 750 North, adjacent to the Carr Fork Subdivision. We are the legal joint tenant property owners of the adjacent property at 841 Ericson Road.

We believe this annexation will alienate our property and the other property owners south of the annexation site from the Pine Canyon community.

The proposed annexation site creates an irregular property boundary between Tooele County and Tooele City and there are other property locations that would be better for annexation that would not cause this discrepancy with boundary lines.

The long-term city and county plan had the proposed area designated as RR5 which would allow a buffer between city, county - rural, and open space, that is important for a healthy and attractive living area for all city and county residents.

Please consider rejecting the proposed annexation request.

John C. Roberts  
*John C. Roberts*

Sheri B. Roberts  
*Sheri B. Roberts*



Zions Farm LLC  
c/o Tom L. Buzianis and  
Peter L. Buzianis  
1295 Middle Canyon Road  
Tooele, Utah 84074  
September 6, 2022

Tooele County Local Boundary Commission,  
Tooele City Council and Tooele City Recorder, et al  
90 North Main Street  
Tooele, Utah 84074

RE: Comments concerning proposed annexation of the parcel on the East side of Droubay Road at approximately 750 North, and contains 61.16 acres adjacent to the Carr Fork Subdivision in Tooele City.

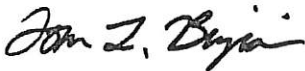
My brother (Peter L. Buzianis) and I own Zions Farm LLC on the East side of Tooele City, and our farm has about 750 acres. The farm has been in the Buzianis family for over 100 years.

We would like to protest the above new annexation into Tooele City, because of the following reasons:

- 1- We don't know where the water rights are coming from for this new project. Will new well(s) need to be dug near the parcel for the new project? We own 3 water wells all within 2 miles of the new project. Two of the wells (in Spring Canyon) were dug more than 20 years ago. Both wells water table levels have fallen 48' and the other 51' in 23 years. Tooele City has dug at least 3 new wells within 2 miles of this new project (and our farm) all within the last 20 years, and know the underground water in Tooele is being depleted fast. Have any studies been conducted to determine the amount of water that is available?
- 2- We estimate that over 150 new homes could be built, which means a lot more traffic on Droubay Road (it already receives a lot). Most of Droubay Road is fine, except for between Vine Street and Smelter Road. Droubay Road should be widened through that area, in order to be safe for the golf carts, cars and trucks and to be able to handle even more traffic.

Thank You for allowing us to express our opinion. If you have any questions, please contact Tom or Pete at the numbers below.

Sincerely,



Tom L. Buzianis,

Zions Farm LLC

[TomLBuzi@aol.com](mailto:TomLBuzi@aol.com)

(801)726-0789 cell

Peter L. Buzianis

Zions Farm LLC

[PeteBuz@aol.com](mailto:PeteBuz@aol.com)

(435)241-0601

Tooele City

← Skyline Drive

← Middle Canyon Road

Tooele City Golf Course

→ Ericson Road

Zions Farm  
35 acres

Zions Farm LLC  
owns a total of  
750 Acres

Smelter Highway

← Spring Canyon

N  
↓

Tooele residents are already being asked to ration water and sacrifice their landscaping. Before we heard of this plan, we had already made plans to remove our front and back lawns; we expect to complete that project not later than next year.

We cannot condone the irresponsible expansion of our community without a more complete and satisfactory plan for water.

## 2. Higher Taxes

Assuming the new development adds 170 houses, we can conservatively assume a corresponding increase in city services required (fire, police, aging services, sewer, garbage, etc.)

We can also assume a corresponding increase in the number of children in our schools. (Can Middle Canyon Elementary be expected to absorb 170 more kids without a further decrease in the quality of education being offered our children?)

The school board proposed a much-needed increase to improve the quality of education in our community, it was rejected because of public sentiment at a hearing in this very room on August 9.

We cannot continue to further exacerbate this problem when the community is clearly unable or unwilling to shoulder the burden.

## 3. More Traffic

According to the Utah Department of Public Safety, accidents doubled in Tooele in 2021 with 794 involving property, 436 injuries, and 17 people dead. Our current roads are not designed for the traffic that is currently commuting to Salt Lake City via Droubay, State Road 36, and I-80. (The only viable commuting route for the 50% of our community that commutes.)

Adding another 170 cars (1 per house) to this commute each morning and evening is impractical and will add to these complaints, incidents such as road rage, angry drivers and the associated emergency response requirements.

We are putting our citizens at risk by irresponsibly adding more traffic to an already overloaded system.

What Does the City Gain From This Proposed Annexation?

Surely, our respected City Council members and neighbors are not unfamiliar with any of the facts we've presented here.

Annexation should be a benefit to the community -

We must therefore ask – what is the benefit to our community, other than the favor of a wealthy developer?

# TOOELE COUNTY ATTORNEY'S OFFICE



SCOTT A. BROADHEAD, COUNTY ATTORNEY  
Gary K. Searle, Chief Deputy Attorney  
Tysen J. Barker, Deputy Attorney  
Spencer P. Call, Deputy Attorney

Robert L. Clegg, Deputy Attorney  
Wayne A. Freestone, Deputy Attorney  
Scott Shields, Deputy Attorney  
Colin R. Winchester, Deputy Attorney

October 6, 2022

re: Protests to Proposed Canyon Springs Annexation

Hon. Debbie Winn  
Tooele City Mayor  
90 North Main Street  
Tooele, UT 84074

Dear Mayor Winn:

## INTRODUCTION

Tooele County is a third-class county. Utah Code Section 10-2-407(1) identifies the entities and persons who have standing (the legal ability) to file a protest to an annexation petition in a third-class county. They are: (1) the legislative body or governing board of an affected entity; (2) an owner of rural real property located within the proposed annexation area;<sup>1</sup> or (3) an owner of private real property located in a mining protection area. If a protest is filed by an entity or person who has standing, and if the municipality desires to proceed with the annexation, the municipality must table the annexation process until the county boundary commission resolves the protest.

For the proposed Canyon Springs annexation, the boundary commission received four protests and one letter, each of which is discussed below.

<sup>1</sup> Although state statute does not explicitly state that the rural real property *must be located within the proposed annexation area*, the boundary commission has previously concluded that the requirement exists.



## **ANALYSIS OF PROTESTS AND LETTER**

### **1. John Roberts and Sheri Roberts**

The Robertses are not the legislative body or governing board of an affected entity. Nor do they own private real property located in a mining protection area. Consequently, the boundary commission can only consider their protest if they are owners of rural real property within the proposed annexation area. The Robertses own three parcels that front Ericson Road. Each of the parcels is zoned RR-5 (rural residential, 5-acre minimum). Rural real property is defined as property that is zoned primarily for manufacturing, commercial, or agricultural purposes. The boundary commission has previously determined that property in the county's RR zones is zoned primarily for residential purposes, and not zoned primarily for manufacturing, commercial, or agricultural purposes. Moreover, the Robertses' property is located outside the proposed annexation area. Consequently, the Robertses lack standing to protest the proposed annexation.

### **2. Tom Buzianis, Peter Buzianis, Zions Farm LLC (collectively, "Zion")**

Zion is not the legislative body or governing board of an affected entity. Nor does Zion own private real property located in a mining protection area. Consequently, the boundary commission can only consider Zion's protest if Zion is the owner of rural real property within the proposed annexation area. Zion owns several parcels. Most are zoned RR-5 (rural residential, 5-acre minimum), but one 320-acre parcel is zoned MU-40 (multiple use, 40-acre minimum). The MU-40 parcel is rural real property. However, none of Zion's parcels are located within the proposed annexation area. Consequently, Zion lacks standing to protest the proposed annexation.

### **3. Linden Greenhalgh and Dean Lavender**

Greenhalgh and Lavender are not the legislative body or governing board of an affected entity. Nor do they own private real property located in a mining protection area. Consequently, the boundary commission can only consider their protests if they are owners of rural real property within the proposed annexation area. Greenhalgh and Lavender own parcels that front Ericson

Road. Their parcels are zoned RR-5 (rural residential, 5-acre minimum). Rural real property is defined as property that is zoned primarily for manufacturing, commercial, or agricultural purposes. The boundary commission has previously determined that property in the county's RR zones is zoned primarily for residential purposes, and not zoned primarily for manufacturing, commercial, or agricultural purposes. Moreover, Greenhalgh's and Lavender's properties are located outside the proposed annexation area. Consequently, Greenhalgh and Lavender lack standing to protest the proposed annexation.

#### **4. John Williams**

Williams is not the legislative body or governing board of an affected entity. Nor does he own private real property located in a mining protection area. Consequently, the boundary commission can only consider his protest if he is the owner of rural real property within the proposed annexation area. Williams owns a small (0.17 acre) residential parcel in Tooele City immediately north of the proposed annexation area. Rural real property is defined as property that is zoned primarily for manufacturing, commercial, or agricultural purposes. Williams's property is in a municipal residential zone. Moreover, Williams' property is located outside the proposed annexation area. Consequently, Williams lacks standing to protest the proposed annexation.

#### **5. Tooele Valley Mosquito Abatement District ("TVMAD")**

TVMAD does not own private real property located in a mining protection area or rural real property within the proposed annexation area. But TVMAD is an "affected entity" within the definition of the annexation statutes, and that alone gives TVMAD standing to file a protest. TVMAD submitted a letter stating that the proposed annexation area is currently within TVMAD's service area, and that annexation will not automatically change that. When asked if TVMAD intended its letter to be a protest to the annexation, TVMAD's director replied that the letter is "not a protest against the annexation, but simply a clarification of [the] mosquito abatement [district's] boundary." Given that TVMAD does not consider its letter to be a protest, there is nothing to submit to the boundary commission.

Hon. Debbie Winn  
October 6, 2022  
Page Four

**CONCLUSION**

None of the entities or persons who filed protests have standing to protest the proposed annexation, and the letter from TVMAD is not a protest. Consequently, there is no need to convene the boundary commission. Tooele City may proceed with the annexation process as it deems appropriate.

Sincerely,



Colin Winchester  
Deputy County Attorney  
colin.winchester@tooeleco.org  
(435) 843-3136

cc: John Roberts  
Sheri Roberts  
Tom Buzianis  
Peter Buzianis  
Zions Farm LLC  
Linden Greenhalgh  
Dean Lavender  
John Williams  
Tooele Valley Mosquito Abatement District  
Scott Bradshaw  
Neil Smart  
Jerry Houghton  
Kendall Thomas  
Brian Johnson  
Keith Bird  
Mike Colson  
Roger A. Baker  
Jim Bolser

**TOOELE CITY CORPORATION**

**RESOLUTION 2022-71**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING THE CANYON SPRINGS ANNEXATION AGREEMENT.**

WHEREAS, by application dated November 16, 2020, petition sponsor Howard Schmidt (the "Petitioner"), filed with Tooele City an Annexation Application (aka "Petition") for the annexation of 61.16 acres of land (the Canyon Springs property) into Tooele City; and,

WHEREAS, on September 1, 2021, the City Council approved Resolution 2021-18, accepting the Petition for further consideration; and,

WHEREAS, Tooele City Code §7-24-3 requires every annexation to be preceded by an annexation agreement setting forth the terms and conditions governing the annexation; and,

WHEREAS, the proposed annexation agreement is attached as Exhibit A:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Canyon Springs Annexation Agreement attached hereto as Exhibit A is hereby approved and that the Mayor is hereby authorized to sign the same.

This Resolution shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this 21 day of SEPTEMBER, 2022.



TOOELE CITY COUNCIL

(For)

(Against)

  
\_\_\_\_\_

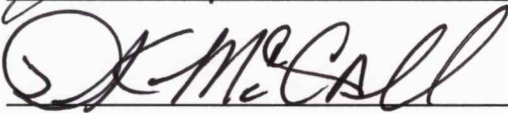
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TONY GRAF VIA PHONE

ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

SEAL

Approved as to Form:

  
\_\_\_\_\_  
Roger Evans Baker, City Attorney

## Exhibit A

### Canyon Springs Annexation Agreement

Contact:  
Tooele City Recorder  
90 North Main  
Tooele, UT 84074  
(435) 843-2113

Affected Parcel(s): 03-032-0-0014

## CANYON SPRINGS ANNEXATION AGREEMENT

TOOELE EAST LLC ("**Petitioner**"), a Utah limited liability company, and TOOELE CITY CORPORATION ("**Tooele**"), a Utah municipality and political subdivision of the State of Utah, and a Utah charter city (collectively the "**Parties**"), hereby make and enter into this Canyon Springs Annexation Agreement ("**Agreement**") in connection with and to govern the annexation of the 61.16-acre Canyon Springs property ("**Property**").

### RECITALS

**A.** Petitioner owns the Property, which consists of approximately 61.16 contiguous acres of real property adjacent to and contiguous with Tooele (see illustration attached as **Exhibit A**).

**B.** Petitioner submitted a Petition for Annexation ("**Petition**") on November 16, 2020, seeking annexation of the Property into Tooele.

**C.** Petitioner desires, and Tooele consents to, the annexation of the Property into Tooele's corporate limits, subject to the terms and conditions of this Agreement.

**D.** The City Council of Tooele finds that the annexation: (i) will serve the best interests of Tooele and the welfare of its inhabitants; (ii) is consistent with Tooele's Annexation Policy Plan; (iii) will not create islands or peninsulas of unincorporated territory; and, (iv) will not be annexed for the sole purpose of acquiring municipal revenue.

**E.** Petitioner plans, and Tooele desires, quality residential development upon the Property, while at the same time creating public benefits and amenities on, and associated with, the Property. Future development on the Property is referred to herein as **Canyon Springs**, irrespective of the final development name and configuration.

**F.** Tooele City Code (TCC) Section 7-24-3 requires an annexation agreement as a condition of every annexation approval, and Tooele desires to set forth Petitioner's obligations concerning the annexation of the Property.

**G.** On September 1, 2021, the City Council of Tooele approved Resolution 2021-18, accepting the Petition for further consideration.

H. Petitioner has provided to Tooele, at Tooele's request and at Petitioner's cost, analyses of the impacts of Canyon Springs upon Tooele's utility systems, including culinary water, sanitary sewer, storm water drainage, and fiscal and tax. Tooele requested, but did not receive, analyses of the impact of Canyon Springs upon Tooele's transportation and parks and recreation facilities or police and fire response. Tooele's Mayor has provided to the City Council additional and rebuttal information.

I. On June 22, 2022, the Petition was presented to the Tooele Planning Commission, which recommended approval of the annexation by a vote of 6-1.

J. Tooele's approval of the annexation of the Property is the consideration for Petitioner's performance of the obligations set forth in this Agreement, and Tooele has no further obligations under this Agreement.

K. The City Council of Tooele, acting pursuant to its statutory authority under Utah law, with its authority as a Utah charter city, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, regulations, and policies, and, in the exercise of its legislative authority and discretion, has chosen to approve this Agreement.

### **AGREEMENT**

Now, therefore, in consideration of the mutual covenants, conditions, and terms of this Agreement, as set forth herein, Petitioner and Tooele hereby agree as follows:

1. **Effective Date.** This Agreement shall take effect upon the City Council's approval by at least a two-thirds (2/3) majority vote of an ordinance annexing the Property into Tooele's corporate limits, and this Agreement shall not take effect otherwise. Tooele shall have no obligation in law or equity to sign the approved annexation plat until after Petitioner has executed this Agreement.
2. **Land Use and Zoning.** Upon completion of the annexation of the Property into Tooele, the Property will possess the MDR (medium density residential) land use designation and the R1-8 zoning designation, and Petitioner agrees to these designations.
3. **No Vested Rights.** This Agreement shall not confer upon any party or parcel any land use entitlements or vested rights.
4. **Dwelling Unit Cap.** The Canyon Springs development shall not exceed 172 dwelling units.
5. **Petitioner's Obligations.** Petitioner shall perform the following obligations in consideration for Tooele approving the annexation of the Property.



- a. **Land Use Approvals.** Petitioner shall comply with all applicable Tooele laws and regulations, current as of the date of any complete land use application (e.g., subdivision plat), as a condition of land use approvals for the Property.
- b. **Dedications.** Petitioner shall dedicate and convey to Tooele all public roads, infrastructure easements, and access easements as are shown upon approved subdivision final plats, site plans, building permits, and construction drawings for land uses approved on the Property.
- c. **Water Rights.** Petitioner shall comply with TCC Chapter 7-26 regarding the conveyance of water rights for Canyon Springs, and agrees to the lawfulness of the water rights exaction. The water rights for a final subdivision phase shall be conveyed prior to approval of the plat for that phase.
- d. **Culinary Water Improvements.** Petitioner shall construct and install, at Petitioner's cost, all culinary water project improvements and system improvements required by Tooele for all Canyon Springs land use approvals. Petitioner shall follow all the recommendations of that Memorandum re "Canyon Springs Annexation Drinking Water System Review" dated April 21, 2022, by Hansen Allen & Luce, Inc. A summary of the recommendations is attached as **Exhibit B**. Inasmuch as any system improvements necessary for Canyon Springs are not included in Tooele City's current water impact fee facilities plan or impact fee analysis, Petitioner shall not be eligible for, and shall have no right to receive, impact fee credits or reimbursements for the water system improvements.
- e. **Sanitary Sewer Improvements.** Petitioner shall construct and install, at Petitioner's cost, all sanitary sewer project improvements and system improvements required by Tooele for all Canyon Springs land use approvals. Petitioner shall follow all the recommendations of that Memorandum re "Canyon Springs Annexation – Wastewater Review" dated April 26, 2022, by Hansen Allen & Luce, Inc. A summary of the recommendations is attached as **Exhibit C**. Petitioner shall not be eligible for, and shall have no right to receive, impact fee credits or reimbursements for the sewer system improvements.
- f. **Storm Water Improvements.** Petitioner shall construct and install, at Petitioner's cost, all storm water project improvements and system improvements required by Tooele for all Canyon Springs land use approvals. Petitioner shall follow all the recommendations of that Memorandum re "Canyon Springs – Drainage Review" dated April 21, 2022, by Hansen Allen & Luce, Inc. A summary of the recommendations is attached as **Exhibit D**. Notwithstanding the above, all storm water detention facilities shall be designed to be multi-functional, i.e., landscaped and improved with recreation facilities, and approved in writing by both the Public Works Director and the Parks and Recreation Director of Tooele. Storm water detention facilities shall not be eligible for reimbursement or credit from parks and recreation impact fees, and Petitioner waives all rights it might otherwise have to parks and recreation impact fee reimbursements or

credits for landscape and recreation facilities and improvements designed as part of the multi-functional storm water detention facilities.

- g. **Parks Facilities.** Petitioner shall not be required to construct any public park facilities in Canyon Springs. Canyon Springs building permits shall include the payment of park and recreation impact fees.
- h. **Parks Monetary Contribution.** Petitioner shall pay to Tooele a voluntary contribution in the sum of \$250,000 to be used by Tooele on improvements at the England Acres regional park facility, or for other parks and recreation improvements, facilities, and programs, in Tooele's sole discretion. This payment is part of the consideration for the Property's annexation, does not address the specific parks and recreation impacts of Canyon Springs on the City, and shall not entitle Petitioner to a reimbursement or credit from parks and recreation impact fees paid with Canyon Springs building permits. Petitioner waives any right to impact fee credits for the park monetary contribution. Making the first one-half of this payment shall be a condition precedent to Tooele's approval of a Canyon Springs first subdivision final plat. Making the second one-half of this payment shall be a condition precedent to Tooele's approval of a second Canyon Springs subdivision final plat.
- i. **Trail.** Petitioner shall acquire and convey (or cause the acquisition and conveyance) to Tooele County, at no cost to Tooele or Tooele County, the trail parcel illustrated on **Exhibit E**. Petitioner shall construct a trail on the trail parcel, to Tooele County standards, at no cost to Tooele or Tooele County, and shall convey the completed trail to Tooele County by legal instrument acceptable to Tooele County, e.g., deed or bill of sale. The trail shall be maintained at no cost to Tooele. The trail shall include a ten-foot-wide asphalt trail and at least three paved connections to dedicated public rights-of-way within Canyon Springs. The trail shall be available for general public use, which shall be expressly acknowledged in the trail parcel deed to Tooele County. Conveyance of the trail parcel to Tooele County shall be a condition precedent to Tooele's approval of a first Canyon Springs subdivision final plat. Full improvement of the trail, to Tooele County standards, and a conveyance of the trail improvements to Tooele County, shall be a condition precedent to Tooele's approval of either a second Canyon Springs subdivision final plat, or a first Canyon Springs subdivision plat that creates more than 50 residential lots.
- j. **Single-family Design Standards.** All Canyon Springs dwellings shall comply with Tooele's single-family design standards as codified in TCC Chapter 7-11b of the Tooele City Code, irrespective of the limitations in UCA 10-9a-530, each as amended. For the limited purpose of this Section 5.j., and for no other purpose, this Agreement shall be considered a development agreement, as defined in UCA 10-9a-103, as amended. In the alternative, Tooele and Petitioner may negotiate and execute an, separate from this Agreement, to adopt a different Canyon Springs single-family dwelling design standard. If an alternative design standard agreement has not been executed prior to Petitioner's land use application for a first final subdivision phase, then TCC Chapter 7-11b shall apply in perpetuity to Canyon Springs.



- k. **Affordable Housing Contribution.** As consideration for the annexation of the Property, Petitioner agrees to pay to Tooele a voluntary contribution of \$250,000 for affordable housing purposes, which may include, in Tooele's discretion, reimbursing Tooele for impact fee waivers approved for the Tooele County Housing Authority's eligible affordable housing units. Making the first one-half of this payment shall be a condition precedent to Tooele's approval of a first Canyon Springs subdivision final plat. Making the second one-half of this payment shall be a condition precedent to Tooele's approval of a second Canyon Springs subdivision final plat.

6. **General Terms and Conditions.**

- a. **Binding Effect and Assignment.** Petitioner may convey all or part of the Property to one or more purchasers. Petitioner shall remain responsible for all Petitioner's obligations under this Agreement unless all of the obligations are assigned at one time to a third party. No assignment of this Agreement and its Petitioner obligations shall be valid without Tooele's prior written consent. Tooele shall not unreasonably withhold its consent after Petitioner demonstrates that the assignee possesses the financial means to fulfill all of Petitioner's obligations under this Agreement. Any assignment must be accomplished by an assumption and assignment agreement, upon which Tooele's consenting signature is necessary for effectiveness of the assignment.
- b. **State and Federal Law.** Petitioner agrees that the obligations imposed by this Agreement comply with local, state, and federal law. The Parties agree that if any provision of this Agreement should be or become, in its performance, non-compliant with state or federal law, or should be declared invalid by a court, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law or the order of the court, as the case may be, and the balance of this Agreement shall remain in full force and effect.
- c. **Recitals.** The above recitals are incorporated into and made a part of this Agreement.
- d. **Exhibits.** All Exhibits referred to herein are incorporated into and made a part of this Agreement.
- e. **Headings.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope, interpretation, or construction of any of the terms and provisions of this Agreement or the intent hereof.
- f. **No Third-Party Rights.** This Agreement does not create any joint venture, partnership, joint undertaking, or joint business arrangement between Petitioner and Tooele. Notwithstanding the Trail provision in Section 5.i., above, this Agreement does not create any rights or benefits in or to third parties.
- g. **No Waiver.** The failure by Tooele to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or

remedy consequent upon Petitioner's failure to perform thereof, shall not constitute a waiver by Tooele of any such failure to perform or of any other covenant, agreement, term, or condition.

- h. **Integration.** This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature.
- i. **Amendment.** This Agreement may be modified only by a subsequent writing duly executed and approved by the Parties hereto.
- j. **Mutual Participation in Document Preparation.** Each party has participated materially in the negotiation and preparation of this Agreement and any related items. In the event of a dispute concerning the interpretation of any provision of this Agreement or any related item, both Parties will be deemed to have jointly drafted this document, and the rule of construction to the effect that certain ambiguities are to be construed against the party drafting a document will not apply.
- k. **Applicable Law.** Utah law shall govern this Agreement and its construction.
- l. **Venue.** Venue shall be the Third District Court, Tooele Department.
- m. **Court Costs and Attorneys Fees.** In the event of any legal action between the Parties, arising out of or related to this Agreement, the prevailing Party shall be entitled to recover costs and reasonable attorneys' fees.
- n. **Limitation of Remedies.** Petitioner's sole and exclusive remedy for any non-performance or breach of Tooele's express or implied covenants of this Agreement is declaratory relief construing this Agreement's rights and obligations and specific performance of this Agreement. Under no circumstances shall Tooele City Corporation or its agents be liable to Petitioner or Petitioner's successors-in-interest for any monetary damages, including, but not limited to, special, general, direct, indirect, delay, compensatory, expectancy, consequential, reliance, out-of-pocket, restitution, or other damages.
- o. **No Jury Trial.** To the fullest extent permitted by law, each of the Parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under, or in connection with this Agreement.
- p. **Dispute Resolution.** Tooele and Petitioner recognize and agree that it is in their mutual interest to attempt to informally resolve any disputes that may arise with respect to the interpretation of this Agreement, including as it applies to future Canyon Springs land use applications. In furtherance of that mutual interest, the Parties agree to the following dispute resolution provisions.



- i. Meet and Confer. In an attempt to resolve the issues or concerns in an expeditious and efficient manner, the Parties shall meet promptly after any Party makes a written objection to the other Party regarding any Party's performance under this Agreement.
- ii. Non-Binding Mediation. If the Parties are unable to resolve a disagreement under the Meet and Confer provision, they shall appoint a mutually acceptable mediator with knowledge of the subject matter in dispute. If the parties are unable to agree on a single acceptable mediator, they shall each appoint their own representative. These two appointees shall, between them, choose the single mediator. Petitioner and Tooele shall each pay an equal portion of the fees of the chosen mediator. The chosen mediator shall review the positions of the Parties regarding the issues in dispute and promptly attempt to mediate the conflict. If the Parties are unable to reach agreement, the mediator shall notify the Parties in writing of the resolution that the mediator proposes. The mediator's proposal shall not be binding on the Parties.
- iii. All Rights Reserved. If resolution under the Non-binding Mediation provision fails or is rejected by any Party, the Parties may pursue any and all legal and equitable remedies available except as limited under this Agreement, including specifically the Limitation of Remedies provision in Section 6.o., above.
- q. **Notices**. Any notices, requests, or demands required or desired to be given hereunder shall be in writing and shall either be delivered personally or by certified mail or express courier delivery to the parties at the following addresses:

Tooele City Corporation  
Attention: Mayor  
90 North Main  
Tooele, UT 84074

Tooele East, LLC  
Attention: Howard Schmidt  
9300 South Redwood Road  
West Jordan, UT 84088

A Party may change its address by giving written notice to the other Party in accordance with this provision.

- 7. **Binding Authority**. By executing this Agreement, the signatories represent and affirm that they are authorized so to do, and that their respective signatures shall have binding force upon them and upon the Parties represented by each.
- 8. **Recordation**. This Agreement shall be recorded in the office of the Tooele County Recorder.

*(Signature page follows.)*

SIGNED:

**TOOELE CITY CORPORATION**

\_\_\_\_\_  
Debra E. Winn, Mayor

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
City Recorder

\_\_\_\_\_  
City Attorney

**TOOELE EAST LLC**

\_\_\_\_\_  
Howard Schmidt, Managing Member

## Exhibit B

### Summary of Binding Culinary Water System Recommendations

STATE OF UTAH                    )  
  ) ss.  
COUNTY OF TOOELE            )

Before me, a notary public, appeared Debra E. Winn, who did affirm to me that she is the Mayor of Tooele City Corporation and that she did execute the foregoing Annexation Agreement with due authority on behalf of Tooele City Corporation this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public  
Residing in Tooele County, Utah

STATE OF UTAH                    )  
  ) ss.  
COUNTY OF TOOELE            )

Before me, a notary public, appeared Howard Schmidt, who did affirm to me that he is the Managing Member of Tooele East LLC, and that he did execute the foregoing Annexation Agreement on behalf of Tooele East LLC with due authority this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public  
Residing in Tooele County, Utah



## Exhibit A

### Illustration of the Property

## Exhibit C

### Summary of Binding Sanitary Sewer System Recommendations

## Exhibit D

### Summary of Binding Storm Water System Recommendations

## Exhibit E

### Illustration of Trail Parcel



## Tooele City Council Business Meeting Minutes

**Date:** Wednesday, September 21, 2022

**Time:** 7:00 p.m.

**Place:** Tooele City Hall, Council Chambers  
90 North Main Street, Tooele, Utah

### City Council Members Present:

Ed Hansen  
Justin Brady  
Maresa Manzione  
Tony Graf  
Dave McCall

### City Employees Present:

Mayor Debbie Winn  
Jim Bolser, Community Development Director  
Adrian Day, Police Department Chief  
Roger Baker, City Attorney  
Darwin Cook, Parks and Recreation Director  
Jami Grandpre, Public Works Director  
Holly Potter, Deputy City Recorder

### City Employees Excused:

Michelle Pitt, City Recorder  
Shannon Wimmer, Finance Director

Minutes prepared by Katherin Yei

Chairman Brady called the meeting to order at 7:00 p.m.

### 1. Pledge of Allegiance

The Pledge of Allegiance was led by Jim Bolser, Community Develop Director.

### 2. Roll Call

Ed Hansen, Present  
Justin Brady, Present  
Maresa Manzione, Present  
Dave McCall, Present  
Tony Graf, Present via phone

### 3. Youth Advocate of the Year

*Presented by Jamie Slade, Prevention Specialist & Sandy Medina, Communities that Care*

**10. Resolution 2022-71 a Resolution of the Tooele City Council Approving the Canyon Springs Annexation Agreement**

*Presented by Roger Baker, City Attorney*

Mr. Baker presented the Canyon Springs Annexation Agreement. The City code requires that every Annexation has an approved Annexation agreement. Consideration of the approval annexation is not based off of approval of the Annexation agreement. The agreement states the property is zoned to the R1-8, have a dwelling unit cap of 172-units, and contributions to various funds within the City.

The City Council asked the following questions:  
If it goes to the local Boundary Commission, is there a time-frame?

Mr. Baker addressed the Council. The timeframe depends on how quick the Boundary Commission reviews the concerns from the Mosquito Abatement District.

**Council Member Hansen motioned to approve Resolution 2022-71 a Resolution of the Tooele City Council Approving the Canyon Springs Annexation Agreement.** Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Nay," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

**11. Resolution 2022-85 a Resolution of the Tooele City Council Approving a Second Amendment to the Development Agreement for Copper Canyon PUD Between Tooele City and Phoenix of Copper Canyon, LLC**

*Presented by Roger Baker, City Attorney*

Mr. Baker presented an amendment to the development agreement with Phoenix of Copper Canyon. The agreement has been in place for over ten years and is expiring in October. They have asked for an additional ten years. The amendment addresses issues including the completion of Tooele Boulevard, multiple parks, concept for parking impact fee credits, minimum lot size, easements ~~for and~~ sewer, and enforcement mechanisms.

The Council asked for clarification on the wording of phase 14 and the park.

Mr. Baker provided a clarification. It is a part of the enforcement mechanism. They are not able to get building permits for phase 14, until the park and road are is-finished. Mr. Baker added that working with Bach Homes on this amendment has been a positive and productive.

**Chairman Brady motioned to approve Resolution 2022-85 a Resolution of the Tooele City Council Approving a Second Amendment to the Development Agreement for Copper Canyon PUD Between Tooele City and Phoenix of Copper Canyon, LLC.** Council Member Hansen seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

## **Tooele City Council and Redevelopment Work Meeting Minutes**

**Date:** Wednesday, January 19, 2022

**Time:** 5:30 p.m.

**Place:** Tooele City Hall, Council Chambers  
90 North Main Street, Tooele, Utah

**City Council Members Present:**

Ed Hansen  
Justin Brady  
Maresa Manzione  
Tony Graf

**City Council Members Excused:**

David McCall

**Planning Commission Members Present:**

Chris Sloan

**City Employees Present:**

Mayor Debbie Winn  
Jim Bolser, Community Development Director  
Adrian Day, Police Department Chief  
Darwin Cook, Parks and Recreation Director  
Shannon Wimmer, Finance Director  
Jamie Grandpre, Public Works Director  
Paul Hansen, Tooele Engineer  
Michelle Pitt, City Recorder  
Jared Stewart, Economic Development Coordinator  
Kami Perkins, HR Director

Minutes prepared by Katherin Yei

**1. Open City Council Meeting**

Chairman Brady called the meeting to order at 5:30 p.m.

**2. Roll Call**

Tony Graf, Present  
Ed Hansen, Present  
Justin Brady, Present  
Maresa Manzione, Present  
David McCall, Excused

**3. Mayor's Report**

Mayor Winn provided information on the following topics:

Acceptance of Public Works for the Hicks Minor subdivision, Representatives of CPSF, who is conducting the Fire Department Study, will be in Tooele City next week and a draft should be available in early March. Tooele County passed a Resolution at their January 18, 2022 meeting stating that they do not intend to impose the PAR tax. The sidewalk 50-50 match program has been launched and information is available on the website and will be included on the 90<sup>th</sup> N Main. Beverly Brown has retired from the Tooele City Police Department after 30 years of service.

#### **4. Council Member's Report**

The Council Members reported on the events they attended during the week.

#### **5. Discussion Items:**

##### **a. Water Impact Fee Analysis Presentation**

*Presented by Fred Philpot, Lewis, Young, Robertson, and Burningham*

Fred Philpot gave a presentation on summarizing his impact fee studies for the City.

Council Members discussed items regarding the calculations for the fees, the City's water and wells.

##### **B. Resolution 2022-06 A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule Regarding Cemetery Fees**

*Presented by Darwin Cook, Parks & Recreation Director*

Mr. Cook reviewed information regarding the increase of Cemetery fees for multiple cremations to the max amount of \$300.

##### **C. Resolution 2022-04 A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule Regarding Record Duplication Fees**

*Presented by Chief Day*

Chief Day presented an amendment for the fee schedule regarding record duplication fees. They were reviewed as follows: \$10 for a DVD, \$15 for 32GB USB, removing audio and video, and \$40 for every hour of body cam footage review.

##### **D. Home Occupations – Musical Instruction**

*Presented by Jim Bolser*

Mr. Bolser reviewed the definition that was added for musical instruction and practice based off of a previous discussion and feedback with the City Council.

##### **E. Canyon Springs Annexation**

*Presented by Mayor Winn*



Mayor Winn reviewed information the staff discussed and put together in the memorandum that was sent to the applicants' legal team.

Mr. Bolser presented information on Tooele City's expansion and development.

It included the following:

Developability of property still in Tooele City with the available balance of nearly 7,900 units, the water system with the interior duty of approximately 1,974.5 acre-feet and an exterior duty totaling 3,160 additional acre-feet, the need and expansion of additional wells, the sewer system's current flow rate, and the design and expansion of the treatment facility.

The Council Members discussed the following items:

Studies including sewer and water, transportation, traffic, parks and recreation, water and water rights, annexation of the property, HOA, impact fees, trails, and green space.

The applicant, Mr. Schmidt, addressed the City Council's questions and concerns.

**Council Member Hansen motioned recess the work meeting.** Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Chairman Brady, "Aye." The motion passed.

The meeting recessed at 7:00 PM.

The meeting reconvened at 8:02 PM.

The Council continued their discussion on the annexation of Canyon Springs into Tooele City.

#### **6. Closed Meeting - Litigation, Property Acquisition, and/or Personnel**

There is no closed meeting.

#### **7. Adjourn**

**Chairman Brady adjourned the meeting at 8:43 p.m.**

*The content of the minutes is not intended, nor are they submitted, as a verbatim transcription of the meeting. These minutes are a brief overview of what occurred at the meeting.*

Approved this 2 day of ~~February~~<sup>March</sup>, 2022

  
Justin Brady, City Council Chair

**Tooele City Council  
Work Session Meeting Minutes &  
Redevelopment Agency**

**Date:** Wednesday, February 17, 2021

**Time:** 5:35 p.m.

**Place:** Tooele City Hall, Council Chambers  
90 North Main Street, Tooele, Utah

**City Council Members Present:**

Tony Graf  
Melodi Gochis  
Ed Hansen attending by phone  
Justin Brady  
Maresa Manzione

**City Employees Present:**

Mayor Debbie Winn  
Jim Bolser, Community Development Director  
Darwin Cook, Parks and Recreation Director  
Roger Baker, City Attorney  
Shannon Wimmer, Finance Director  
Steve Evans, Public Works Director  
Michelle Pitt, City Recorder  
Cylee Pressley, Deputy City Recorder

Minutes prepared by Kelly Odermott

Chairman Hansen called the meeting to order at 5:35 p.m.

**1. Open City Council Meeting**

**2. Roll Call**

Tony Graf, Present  
Melodi Gochis, Present  
Ed Hansen, Present attending by phone  
Justin Brady, Present  
Maresa Manzione, Present

**3. Mayor's Report**

the Council would like to hear more at this point, but it would be something that would have to come forward through ordinance. There would be an impact to water and sewer.

Council Member Hansen stated this is an RV Park, would people live there permanently or a temporary housing? Mr. Bolser stated that would be something that could be addressed through an RSD. This may be more of a snowbird type facility or a weekender facility. Council Member Hansen stated he is for a temporary situation and not a permanent residence.

Mr. Bolser stated that it sounds like there is interest in an RSD situation and there would need to be an establishment of the RSD through Ordinance and then preparing an RSD to create a text amendment to create this RSD specifically. It would be a two step process.

**8. Canyon Springs Estates Annexation for 61.16 Acres at Approximately 700 North Droubay Rd**

Presented by Jim Bolser, Community Development Director

Chairwoman Gochis gave the Council a brief background of the processes for an annexation and what was to be considered during the following discussion.

Mr. Bolser stated that there have been four formal applications for annexation. Until recently none of the four were complete petitions for annexation so they have not been brought to the Council formally, this one has now completed the petition and is now ready to start the formal process. The first formal step is a resolution for consideration, which would be at the next meeting. This is being brought forward for an outline and background prior to formal consideration. The property is an undeveloped property on the east side of Droubay Road, immediately south of the Carr Fork Subdivision. The Carr Fork Subdivision to the north and the development on the west of Droubay Road are inside Tooele City limits. This property is listed as Area K in the General Plan Annexation Policy Plan and allows for consideration of an annexation petition. The subject property is bordered by properties within the City, that have Medium Residential Density designations and R1-7 Residential zoning designations. A concept plan was submitted for intent for the property.

Mr. Bolser gave a brief outline of the Annexation process as directed by State Code and asked the Council to consider the benefits and drawbacks to the application proposed and the impacts on water, sewer, infrastructure, storm drainage, transportation, parks and recreation, public safety considerations, and other impacts by adding to the City boundaries.

Chairwoman Gochis asked if the Mayor has a recommendation on the proposed annexation? Mayor Winn stated that annexation is a decision made by the City Council, but also recognizes the impacts on the City and administration. She is concerned about new annexations and water. There are no water rights for sale in east Tooele Valley right now. Developments approved in existing City limits are having a difficult time finding water rights. Water rights owned by Tooele City are fully committed and there is not an excess of water. New annexations will only



make this more difficult. Kennecott water rights cannot be used without new wells, the rights must be used for development within the existing boundaries, the rights cannot be used to satisfy the City's existing commitments unless the City pays the market rate for them. The sewer plant expansion is coming as annexations hasten the day of expansion. This annexation would bring 240 new homes and add about 1000 new people and they deserve municipal services, including parks and amenities. The proposed subdivision, does not include a park or open space and the impact would need to be absorbed by the City's existing parks. The police department is stretched thin and annexation will tax the department and require the hiring of additional police officers. Annexing new land will tax all of the City departments, including the volunteer fire department, which will need more equipment. City revenues are finite and new houses will generate new income, but it is only a percentage of what it costs the City to provide municipal services for that house. The administration encourages building within the current City limits. Mayor Winn stated that she is not anti-development or anti-growth, but the City has their hands full with what is already in the City limits. New annexations will demand more resources when resources are already taxed.

Mayor Winn showed the Council a map of the existing City limits and then showed the Council a map of the land that is undeveloped property and is zoned for residential units. There is 4,500 acres already zoned for new homes. Another map showed the undeveloped areas zoned for commercial and industrial use, 2750 acres for business. Mayor Winn recommended that Tooele City not expand its borders at this time, but instead develop the land within the City.

Chairwoman Gochis asked if there were any comments or questions for the staff?

Council Member Graf asked if green space could be required with annexation? Mr. Bolser stated he believes the Council could. An annexation agreement allows for terms which are negotiable and terms could be added to the agreement. Council Member Graf asked what the impact is for 1000 new inhabitants and is there a formula for the law enforcement? Mr. Bolser stated that there is a level of service ratio and could be part of the studies required for consideration. Chief Kirby stated that Tooele City is about one officer per thousand residents. That is a general guideline.

Chairwoman Gochis asked how that compares to cities that are similar size? Chief Kirby stated the population, demographics, and need more than one per thousand would not want to go lower in the ratio. A development like that would require a minimum of one officer. In addition to officers there is support staff and equipment. In comparing the crime rate and demographics are slightly below other cities. Hiring officers has been a challenge.

Council Member Hansen asked if the developer has a water rights? Mr. Bolser stated he understands that there are water rights available that the applicant has access to.



Council Member Brady asked about the history of the piece of property north of the subject property? Mr. Bolser stated that was before his time with the City, but it would make sense it was an annexation at some point. Council Member Brady stated he thinks there needs to be more green space, trails, and something that benefits the City. He appreciated the Mayor's comments. Council Member Brady asked if this could be developed in Tooele County? Mr. Bolser stated it could be developed in Tooele County, but they have a different standard and may result in less lots. There are also utility connection concerns that would be easier to address with the City. Council Member Brady asked that if the Council decided to move forward, is it at that point the zoning is decided? Mr. Bolser stated that would be a provision of the annexation agreement. The applicant can request the zoning, but the Council has the ultimate discretion. Council Member Brady asked if the size of the house determine the financial benefits of that home to the City? Mayor Winn stated she believes the numbers presented in the meeting are an average. The cost to provide services to the residents is more than what is paid in property tax.

Mr. Baker stated that the water rights issue it raises a policy question. The water rights that the City has from Kennecott are restricted to use within the City's current boundaries. To annex this property and use Kennecott water rights on it would not only be a change in land use policy, but also a change in water policy. He stated that his understanding is that the water rights for this property are Kennecott water rights. It is a change in water policy as the Kennecott water rights are finite and would be diluted if used on property that is newly annexed, because then they would not be available for land use already in the City. It is an important policy decision for them to consider.

Council Member Manzione stated that she is not opposed to annexation. There is nothing that adds value other than houses and that is where she is struggling.

Chairwoman Gochis stated her questions were answered about water.

Council Member Hansen asked if the water the developer has is Kennecott water? Chairwoman Gochis confirmed that the water is Kennecott and would require a change to land use and water policy.

## 9. Closed Meeting

The motion to close to closed meeting was made by Council Member Graf. Seconded by Council Member Manzione. The meeting moved to closed session at 6:22.

Closed Session attendees; Mayor Debbie Winn, Chairwoman Gochis, Council Member Hansen joined by phone, Council Member Brady, Council Member Manzione, Council Member Graf, Roger Baker, City Attorney, Michelle Pitt, City Recorder, Jim Bolser, Community Development Director, and Paul Hansen, City Engineer.

## Tooele City Council Work Meeting Minutes

**Date:** Wednesday, June 15, 2022

**Time:** 5:30 p.m.

**Place:** Tooele City Hall, Council Chambers  
90 North Main Street, Tooele, Utah

### **City Council Members Present:**

Ed Hansen  
Justin Brady  
Maresa Manzione  
Tony Graf  
David McCall

### **Planning Commission Members Present:**

Chris Sloan  
Melanie Hammer

### **City Employees Present:**

Jim Bolser, Community Development Director  
Adrian Day, Police Department Chief  
Roger Baker, City Attorney  
Shannon Wimmer, Finance Director  
Darwin Cook, Parks and Recreation Director  
Michelle Pitt, City Recorder  
Holly Potter, Deputy City Recorder  
Jami Grandpre, Public Works Director

Minutes prepared by Katherin Yei

### **1. Open City Council Meeting**

Chairman Brady called the meeting to order at 5:30 p.m.

### **2. Roll Call**

Tony Graf, Present via phone  
Ed Hansen, Present  
Justin Brady, Present  
Maresa Manzione, Present  
David McCall, Present

### **3. Mayor's Report**

Mayor Winn is excused.

### **4. Council Member's Report**

The Council Members reported on the events they attended during the week.



**B. Canyon Springs Annexation Petition for Approximately 61.16 Acres Located at Approximately 750 North Droubay Road (continued from January 19, 2022)**

*Presented by Jim Bolser, Community Development Director*

Mr. Bolser presented information on an annexation located east of Droubay Road which shows as Area K in the Annexation Policy Plan. A plat and concept plan have been submitted with the City. In January, when this item was last discussed, the Council requested studies including, water, storm drain, transportation, parks and recreation, taxation, public safety, and sewer; which have been provided. The City has since received study information on traffic, water, sewer, and storm drain. The other three have statements submitted but do not have studies that have been submitted.

The Council asked the following questions:

On the last three studies, what is required?

In the packet, there is a memorandum of what the Council requested, but the staff seemed to want additional information. Was that requested and provided?

With the retention ponds, the staff is recommending them to be moved?

Mr. Bolser addressed the Council's questions. Information is provided and the Council can decide what they would like to move the petition forward for approval. What has been recommended by staff, has not been changed. The water, sewer, storm drain, and transportation were the plans included in the packet. The recommendation from staff is that the storm water basins were not in an ideal location for multi-uses. No requirements have been made yet.

The applicant was invited up to address the Council. Mr. Howard Schmidt address the Council. He said that a study was done of the annexation and a financial study from EFG consulting to see the impact. Copies of the financial study was distributed to the Council. The biggest question was how many extra emergency responders are needed. Based on current City costs, impact fees, and taxes it will be a positive impact to the City. The UDOT trail is a good feature. The detention ponds have not been engineered yet to see what it can hold, but there is a potential to add more area if needed. They would like to donate \$250,000 to the parks in the City. They met with the Tooele Housing Authority to make a potential housing donation of another \$250,000 to benefit City Employees and workforce housing. From the studies that they have gotten back, there are some costs involved, but nothing of concern.

The Council asked if the developers will use their property in the subdivision or elsewhere for that workforce housing?

The applicant addressed the Council. This subdivision is a move up product and the housing authority wants to put the money into a more affordable area in the City. They can administer it on their end without the City having to do it.

The Council shared their support for the product, the trail system being maintained by the City, and the annexation benefiting the City through the donation to the City Parks and Housing Authority. The Council would like to see the following in the annexation agreement:

Housing Authority donation, Park's development, City access to the trail, multi-function and or usable detention basin.

**C. Proposed City Code Text Amendment to Table 1 of Chapter 7-16 of the Tooele City Code Regarding Heavy Equipment Rental and Sales in Non-Residential Zoning Districts**  
*Presented by Jim Bolser, Community Development Director*

Mr. Bolser presented a text amendment that has come in from a private applicant. The City is working with Home Depot to be able to store equipment for the community rent and to use. Working with the applicant, the change would function using the existing land use category title and be allowed as an accessory use. One staff recommendation is to have this listed as a conditional use in the case of a hazard or nuisance that could be addressed. A second staff recommendation is including the conditional use into the Regional Commercial zone as well. The Planning Commission will see it in their next meeting.

Council Member Hansen asked if the size of the equipment will be limited?

Mr. Bolser addressed the question. The size would not be limited in the code, but having the functionality as an accessory use will limit the size.

**D. Water Share Request from Tooele County Housing Authority**

Chairman Brady reviewed the request in the packet regarding the Harris Community Village for payment in lieu.

The Council is in support of the water share request with the Housing Authority.

**6. Closed Meeting - Litigation, Property Acquisition, and/or Personnel**

There is no closed meeting.

**7. Adjourn**

**Chairman Brady adjourned the meeting at 6:31 p.m.**

*The content of the minutes is not intended, nor are they submitted, as a verbatim transcription of the meeting. These minutes are a brief overview of what occurred at the meeting.*

Approved this 6 day of ~~June~~<sup>July</sup>, 2022

  
Justin Brady, City Council Chair



**Tooele City Council and Tooele City Redevelopment  
Work Meeting Minutes**

**Date:** Wednesday, December 15, 2021

**Time:** 5:30 p.m.

**Place:** Tooele City Hall, Council Chambers  
90 North Main Street, Tooele, Utah

**City Council Members Present:**

Melodi Gochis  
Ed Hansen  
Justin Brady  
Maresa Manzione  
Tony Graf

**Planning Commission Members Present:**

Chris Sloan

**City Employees Present:**

Mayor Debbie Winn  
Jim Bolser, Community Development Director  
Adrian Day, Police Department Chief  
Darwin Cook, Parks and Recreation Director  
Roger Baker, City Attorney  
Shannon Wimmer, Finance Director  
Jamie Grandpre, Public Works Director  
Paul Hansen, Tooele Engineer  
Michelle Pitt, City Recorder  
Holly Potter, Deputy City Recorder  
Jared Stewart, Economic Development Coordinator

Minutes prepared by Katherin Yei

**1. Open City Council Meeting**

Chairwoman Gochis called the meeting to order at 5:30 p.m.

**2. Roll Call**

Tony Graf, Present  
Melodi Gochis, Present  
Ed Hansen, Present  
Justin Brady, Present  
Maresa Manzione, Present

**3. Mayor's Report**

Council Member Graf stated he highly encourages people to take advantage of the golf-course.

Chairwoman Gochis stated the carts are great as well.

## **7. Discussion on the Proposed Canyon Springs Annexation**

*Presented by Roger Baker, City Attorney*

Mr. Baker stated annexation is a legislative function. It is deciding what land the Council wants to be considered under the City jurisdiction and on what conditions. He stated the Council is tasked with exploring these legislative policy issues, and the staff, while primarily administrative, is tasked with understanding the policy issues so they can advise the Council. He stated the Mayor has consulted with the staff and provided her recommendation regarding the annexation. He stated the City Administration's first recommendation to the Council is to not consider the annexation, because Tooele City has ample undeveloped land in Tooele City, with already limited resources. By bringing in new land, it will make developing land in the existing City limits that much harder because of the limited resources. He stated the staff suggests if the Council does consider the annexation, that the Council first answer the fundamental policy question: What about this annexation makes it good for Tooele City? The answers to this question should be based not just on personal opinion but substantiated with professional studies and recommendations. For example, City staff have looked at the question of parks and trails, but the annexation development concept shows no detail about parks. He stated he sent the City Administration recommendation to the petitioner last week, to be transparent and fair, and received a letter in response this afternoon, which he provided to the Council by email. He stated in regards to parks in an annexation, the Council can take the opportunity to require green space. The petitioner has asked to give a donation instead of incorporating green space into the development. The Council's opportunity is to discuss the policy issue of whether the proposed donation of \$150,000 will make a meaningful difference to another park, whether a donation would make a difference to the residents of the proposed development, and whether the development should be required to provide its own green space instead of making a contribution to another green space. These are the difficult policy questions with which the Council must wrestle and decide. He stated the petitioner has proposed a strip of property on the South side be provided to the City as a trail. He stated he does not want to discount it, as it will provide a trail amenity, but in the opinion of the City Administration it will not be an optimal trail amenity. He stated it would be outside the development, on the back property line of development, and not connect to any future county trails. He stated the railroad would be a big impediment.

Council Member Hansen asked about the railroad with the trails.

Mr. Baker stated he had misspoken about the railroad, meaning to refer to Erikson Road, as well as the triangle of intervening property not contained in the annexation boundary. Mr. Baker stated from a trail and amenity stand point, it would be better for the community and development concept to move the trail to be a part of the interior of the community and incorporate the storm



drain detention facilities. He stated the storm water detention basins are not integrated to effectively perform their storm drain function and could be developed as an amenity.

Mr. Baker stated the Council can make recommendations about the mix of lot sizes and zoning districts and how it can contribute to the development. He stated the response they received today from the petitioner indicates that they have done most of what the City Administration has suggested. He stated there is an opportunity for the Council to address the standard right of way land scaping. He stated they suggest widening the park strips which would use the same amount of water more efficiently, or move away from high water park strips with xeriscape where they can incorporate beauty into the visual corridor of the road with less water usage. He stated they would be professionally designed and incorporate drip systems maintained by the development's HOA. He stated they do not have from the petitioner any meaningful information regarding water, sewer, and transportation.

Mr. Hansen stated the petitioner provided a series of utilities studies that address storm water and sewer. He stated the statements included in the packet should be considered by the Council but the staff believes it should be the responsibility of the developer to measure that impact rather than be an impact on the City. He stated as you go through the different statements they all say a similar thing including does not include off site evaluation, need to be considered by the City. He stated there is a coupled statement that says it could be covered by impact fees. He stated that statement is not a correct statement to base their decision on. He stated the property is not included within the master plans and not eligible for impact fee consideration. He stated if it were necessary to update some impacts, they would have to do a master plan amendment and the Council would have to decide if the fees could be included in the impact fees. He stated he appreciates the initiative but does not provide information to provide an opinion to the Council without doing additional studies.

Council Member Hansen asked when they asked them to do studies, were they general studies. Mr. Hansen stated he wasn't involved in the process so he is unaware of what was asked. They have pre-development meetings and discussions to decide the impact and figure out what studies may need to be done. He stated specific elements can be discussed with the applicant.

Council Member Hansen asked if the application needs to be done differently.

Mr. Hansen stated the design professional will come in and say they have been requested to provide a study, but in this case, they have not asked the City first. He stated it is decent start but to make recommendation need to go broader and say this is the impact.

Mr. Baker stated an area that needs to be explored, for example, is sanitary sewer. The City needs to know how much capacity is in interceptor C today, how much will be utilized by this development if annexed, and how much will be left for additional development. He stated, following the interceptor to the plant, the petitioner needs to figure out the impact upon the plant and know how they may need to expand the plant in the future. He stated the response they received stated they are looking more deeply into the transportation and fiscal impacts.

Mr. Cook stated the city limit would end at the west side of property. Residents would have to go to the corner of smelter and Droubay to access England Acres.

Council Member Hansen asked if it would connected with Erickson Road.

Mr. Cook stated the map shows it could go through here, but they don't own that part of the property.

Mr. Baker stated they don't know the possibility of a connection. It would need to be explored.

Council Member Brady asked if the top triangle is owned by the County.

Council Member Hansen asked if there could be a purpose and loop to the other trails.

Council Member Brady asked if it is in a part of an HOA, if can anyone use it.

Mr. Baker stated they could require the trail to be open to the public.

Council Member Manzione stated she runs there without trail. There is a dirt road that goes down to 1000 North.

Council Member Brady asked if they would not require an HOA on the double-frontage lots off of Droubay because of the storm drainage.

Mr. Baker stated that would need to be explored more. There are three disconnected detention areas on Droubay Road that do not integrate with one another.

Council Member Graf stated every time they here criminality it brings up concerns. He asked if the trail that runs on the back side would be unlit and behind fences.

Mr. Baker stated the trail is represented only conceptually in the plan. He stated how staff sees the proposed trail, City staff are concerned about functionality, usability, and safety.

Council Member Graf asked how much residential, developmental land is in Tooele City.

Mr. Baker stated he does not have the answer at this time.

Mayor Winn sated they will send that information to the Council.

Council Member Brady stated the developer would add trees, lights and benches. He stated he is not concerned about the trail. He stated the devleopers mentioned zero-scape and had an understanding they would have to HOA for west side.

Mr. Baker stated the City Administration recommends that the features be maintained by an HOA.

Council Member Brady asked if they could require benches, lights, and trees.

Council Member Hansen stated there are trail plans and asked if they are going to have lighting.

Mr. Baker stated that is something the Council needs to discuss and decide.



Council Member Brady stated he thought there was an agreement between the Council that they would take a contribution for a park within the City instead of building a new park in this development.

Mr. Baker stated the Council has to decide if \$150,000 is a meaningful contribution.

Council Member Manzione stated there are mixed messages. They want to take care of the parks they have already, but would like to add a park in every part of the City. She stated the feedback was more parks become harder to maintain. She asked if it is better to have larger regional parks or to have smaller parks.

Mr. Baker stated it is a good policy question. They need to decide what is best for the City by building a park into this development or making it available elsewhere.

Council Member Manzione stated she knows her opinion, but they are receiving different answers at presentations.

Mr. Baker stated putting a park into this development would increase City costs and suggested asking for a study to determine those costs. He stated increasing City costs to maintain new green spaces is not necessarily a bad thing. He stated the City Administration isn't saying don't put a park there, but the Council needs to find a balance between investing in new amenities and increased general fund costs.

Council Member Graf stated he understands the discussion. He stated a development needs big green spaces. He stated he is thinking of the future, and a contribution of \$150,000 to a park is not super useful for 10 years down the road and disagrees with the donation concept. He stated green space is a needed thing for a good development of this size and nature.

Mr. Baker stated his opinion that it is not selfish for a Council member to consider what they want for their family and community, and as an elected official, they were elected to express their personal opinions about what is best for the community and make those decisions.

Council Member Brady stated it brings up a broader topic. Do they not require a green space or open space in any ordinances?

Mr. Baker stated that in developments located within the City limits, the City can require parks to be built, but the City has to buy the land and pay for the improvements with impact fees.

Council Member Brady asked with annexation, they could require it instead of buying it. He asked if they have updated the sewer yet and why it would be different with annexation.

Mr. Hansen stated they have a sewer model and water model and it just needs to be used.

Council Member Brady stated it is more than just giving a number.

Mr. Hansen stated there is a cost and analysis to be added in to see the impact.

Council Member Manzione stated there is a long list of steps in the annexation process. She asked for a reminder of where they are in the process.

Mr. Bolser stated step two is a discussion and the next process would be formal decision.

Chairwoman Gochis stated the stipulation is a trail. She stated it is not owned by the developer, it is vague and unclear. She stated she likes having a trail and the option is viable.

Mr. Baker stated that the petitioner has expressed a willingness to acquire the land and give it to the City, and is at some point in that process, but it is not finalized.

Chairwoman Gochis stated she likes the suggested to have it incorporated in the development. She stated there is a benefit to having a park inside the development instead of a one-time fee.

Mr. Baker stated the City has not made any commitments to the development as of date. He stated everything the City is going to require will be incorporated into an annexation agreement. That document will be the guide to the development. He acknowledged that the process that the Council needs to undergo is a challenging one.

Chairwoman Gochis stated there was a discussion with administration at hospital and they would like to see step-up homes.

Mr. Baker stated part of what the Council will decide is the density and lot size the development will have.

Council Member Manzione stated the value adds to the City with the step-up homes. She stated she likes trails on the outside instead of through development. She stated she likes the development. It fits in and adds to the City. She stated she was under the assumption to take money for other parks. She asked what conversations need to happen for staff to be more comfortable.

Mr. Baker stated utilities and infrastructure conversation can happen with staff at any time. He stated the objective tonight is not for the Council to decide all these issues but to present options to consider and provide what information they still need to get from the petitioner in order to decide later. He expressed his confidence that with full information and more discussion, the Council will be able to come to a consensus on these issues. Mr. Baker did not want the Council to feel pressured to decide these issues tonight. He was just introducing these issues to the Council on behalf of Mayor Winn and the City Administration. More discussion by the Council should follow.

Council Member Brady asked how they will have these discussions because it is different with annexation.

Mr. Baker stated the Council could have a conversation with just with Council, or invite staff, or invite petitioner, or set up something for all parties. They have flexibility.

Council Member Brady stated each party is discussing these topics at different times and would like to see everyone involved come forward and meet to have the discussion.

Chairwoman Gochis stated they should set up a meeting for staff, applicant, and Council to discuss the annexation.

Mr. Baker stated if the petitioner heard the discussion, they might be prompted with some additional ideas they can propose to the Council.



**Tooele City Council  
Work Session Meeting Minutes**

**Date:** Wednesday, December 16, 2020

**Time:** 6:00 p.m.

**Place:** Tooele City Hall, Council Chambers  
90 North Main Street, Tooele, Utah

**City Council Members Present:**

Tony Graf  
Melodi Gochis  
Ed Hansen  
Justin Brady

**Council Members Excused:**

Scott Wardle

**City Employees Present:**

Mayor Debbie Winn  
Police Chief Ron Kirby  
Steve Evans, Public Works Director  
Darwin Cook, Parks and Recreation Director  
Shannon Wimmer, Finance Director  
Roger Baker, City Attorney  
Paul Hansen, City Engineer  
Andrew Aagard, City Planner  
Kami Perkins, Human Resource Director  
Michelle Pitt, City Recorder  
Cylee Pressley, Deputy City Recorder

Minutes prepared by Kelly Odermott

Chairman Hansen called the meeting to order at 6:01 p.m.

**1. Open City Council Meeting**

**2. Roll Call**

Tony Graf, Present  
Melodi Gochis, Present  
Ed Hansen, Present  
Justin Brady, Present

needs to be decided is how to break a tie. There was a lengthy discussion between the Council Members and staff on the specifics of the interview process. The following was decided; A tie will be decided by a card draw and the cards will be provided by Michelle Pitt, City Recorder.

Each applicant will be provided 30 seconds at the beginning of the interview for a brief introduction of themselves, prior to questions.

Each Council Member will ask the same question to each applicant.

The applicants will be asked to be in a holding room away from the questions, so that the applicants have equal time to prepare for the questions.

The Council will have to have a verbal roll call vote.

## **5. General Annexation Discussion**

Presented by Roger Baker, Tooele City Attorney

Mr. Baker stated that he wanted to discuss annexation and municipal authority with the Council. The Council has legislative roll in the municipality. The Mayor is the executive branch and implements the policy. He gave an analogy of an ocean liner ship. The Council are the owners and investors of the ship and decided where the ship goes, make the map and provide the reason for going. The ship is turned over to the ship's captain, the Mayor, who runs the ship, runs the maintenance, buying and organizing of supplies, morale, discipline, safety, and instructions to the crew. Both rolls are different, but both are critical to the mission.

Mr. Baker stated that annexation is the step in the development process where the Council has the most discretion to determine what happens. The Council decides what property comes into the city or not and the Council does not have to have a reason for saying no or yes. The Council can require owners to bring whatever is needed into the city for the Council to approve the vote. Once property is in the city land use designations and zones must be assigned to the properties. That happens during the annexation. In making rezone decisions, the Council does not have absolute discretion and is limited to a rational basis. There has to be some reason to approve or deny the rezone. It can be anything that is credible. A subdivision application gives very little discretion, as the Council has already put in place the rules and must approve it as long as the applicant has complied with the rules. The standard for this is the substantial evidence on the record which means any amount of evidence that is enough to convince a reasonable mind is enough. The same applies for Conditional Use Permits.

Mr. Baker stated that the reason for this discussion is there is an annexation that has come in and the City is aware of more that are coming. He is discussing general policies during the following discussion, not any particular annexation petition. In an annexation the property owner asks to be brought into the City and the Council has discretion and can require anything to make it attractive. There will be a point in the discussions where what is required is heavier than what the property owner is willing to give. The property owner can at any point state they do not like the deal and remove their application. Mr. Baker stated that fairness and public perception is important.



Mr. Baker stated that the fundamental question for annexation is, is the annexation good for the City and its tax payers? An annexation should pay for itself and then some. The city should do more than break even and should not be a losing proposition. A Council could accept an annexation that would cost more, but it wouldn't be advised. Mr. Baker stated he is not in front of the Council as anti-development or pro development, but wants to sensitize the Council for some of the policy issues that will need to be thought about and decided at the time of annexation.

Mr. Baker addressed reasons that some communities use to justify annexations and the downsides of those reasons with the basis of whether it is good policy.

- Communities that think bigger is better. That reason doesn't answer the fundamental question of if it is good for the City. Bigger may be better if an analysis provides that conclusion.
- It is good to square off the city's boundaries. It can be an attractive argument but it doesn't answer the fundamental question of if it is good for the city. Is leaving the way it is now bad for the city, which is an important question to ask.
- Wanting to control development on the borders. It is a two-edged sword, with no City influence. If the property is left in the county, the county will have the public process of development. If it is annexed into the city, is there really that much control. Once the zones are placed, the applicant is approved for development if the rules are followed.
- Annexation is desirable because there are more rooftops. More rooftops does equate to more attractiveness to businesses that want more rooftops. It is important to understand that property taxes paid by single family residences, generally do not cover the cost of services to the home. It costs the City more to have new homes than less. It is important to have a commercial component to pay for the shortage in property taxes.
- A petitioner stating water won't be a problem and they will pay to drill new wells. Water is a complicated issue and the City is actively looking for new City wells, but the areas to drill them in this valley are running out. The water sources will be west or south with complex and expensive issues. Infrastructure is important and the petitioner needs to pay for it.

Mr. Baker addressed reasons for including an annexation into the city, with the fundamental question of if an annexation benefits the city and outweighs the costs. A well planned development is always better than an unplanned development without amenities. Mr. Baker suggested looking at the housing mix, with various housing types to a wide range of consumers, will there be services and neighborhood commercial within the development? Will there be green space, walking trails, and will that add to the quality of life? These are not easy to quantify.

Mr. Baker addressed liabilities that need to be addressed when discussing with developers interested in annexation.



- **Water Rights.** Mr. Baker stated that the water is owned by the state of Utah and the residents own the right to pump and use the water. That paper water right is nothing if there is no source, well, spring to draw the water from. The water source is only good with the water rights. Mr. Baker added the Kennecott water rights confines the use of those water rights to the existing city limits. The Kennecott deal was done to allow Tooele City to build out. The Kennecott rights allow Tooele to drill. Chairman Hansen asked when the agreement was signed. Mr. Baker stated 2007. Chairman Hansen asked if there has been annexation since 2007. Mr. Baker stated there was one annexation of the Tooele City's open space property, some property at the end of Skyline Drive, and Mr. Bob Smart's annexation. The water rights can be purchased from Kennecott, but can only be used in Tooele City. If Kennecott water rights are used on newly annexed properties that water will be unavailable for the intended Tooele City properties, which is today's city limits. Chairman Hansen asked about the usage of the water. Mr. Baker clarified that the water needs to be used within the existing city limits. Changing the city limits allows the water to still be used in the new limits. The City has some really good water sources in Rush Valley, but the cost to bring it within City limits is approximately a million to two million per mile. Impact fees would have to be increased substantially and would be a major funding for added infrastructure to make the water usage possible. The more property annexed into the city the earlier those demands will need to be met. The sewer plant has capacity limitations and the more usage will make the need for plant expansion occur earlier to meet needs.
- **Human Cost of more water and more sewer.** The human cost will include the hiring of new staff to facilitate water, sewer, road crews, water crews, more clerical staff, and professional staff. Adding new territory those costs must be considered. There will be expanded parks, streets, and sidewalks.

Mr. Baker stated he has provided to the Council the outline for Annexation Policy Recommendations. This document details some of the items discussed tonight. These items must be discussed with all annexations. The outline is just a breakeven proposition. There is attached a two page checklist used by staff to track the progress through the state required system. There are lots of little steps. He showed the Council slides of developments and asked the Council to consider if this is what the Council would like in the City. Mr. Baker thanked the Council and administration for the opportunity to present.

Chairman Hansen asked if the city has a policy requiring Open Space in the developments? Mr. Baker stated the city does not. The City has a Master Plan for the acres of park per thousand of population. An annexation could require a dedication of parks, but the question would become would there be a credit for impact fees for the dedication of improved parks and open space.

## **6. Closed Meeting**

## **Annexation Procedural Outline (2020) – Canyon Springs**

	<b>Procedural Step</b>	<b>Procedural Step Detail</b>	<b>Responsibility</b>	<b>Statutory References</b>	<b>Date Completed</b>
1.	Annexation Policy Plan	Prepare and approve an Annexation Policy Plan after public hearing.	City Council	UCA 10-2-401.5	Ord. 2020-40 10-21-20
2.	Notice of Intent	Prepare Notice of Intent to file annexation petition. Include accurate map. Deliver to City Recorder. Send copy to each affected entity. Ask County to mail notice (see below). Pay postage cost.	Petitioner/ Applicant	UCA 10-2-403(2)(a)	NA
3.	Notice of Intent	Mail Notice of Intent to all property owners in annexation area and all property owners within 300 feet of annexation area. Provide copy of the Notice and a certificate of mailing to Tooele City.	Tooele County	UCA 10-2-403(2)(b)	NA
4.	Petition Form	Prepare an Annexation Petition form. Provide the Petition form to the petitioner.	City Recorder or CD Dpmt	UCA 10-2-403(2)(c)	NA
5.	Petition	Prepare a written Petition (application) signed by property owners of 50%+ of property owners AND owners of 33%+ of property value with legal description.	Petitioner/ Applicant	TCC 7-24-1(a) UCA 10-2-403(3)	Petition dated 11-16-20  Completed 02-01-21
6.	Copy of Petition	Deliver copy of filed Petition to County Clerk on same day as filing with City	Petitioner/ Applicant	UCA 10-2-403(7)	01-14-21
7.	Plat	Prepare accurate, recordable Plat with legal description, with engineer/surveyor seal and signature blocks.	Petitioner/ Applicant	UCA 10-2-403(3) TCC 7-24-1(b) UCA 17-23-20	12-08-20  Amended 01-27-21
8.	Staff Review	Verify conformity of Petition & Plat	City Planner	UCA 10-2-402	01-28-21
9.	City Attorney Review	City Attorney to review as to form	City Attorney	TCC 7-24-1(c)	12-04-20 02-01-21
10.	Resolution 1	Prepare Resolution on whether to accept Petition for further consideration.	City Attorney		02-18-21
11.	Vote on Petition	City Council votes on Resolution whether to accept Petition for further consideration.	City Council	UCA 10-2-405 (1)	Res. 2021-18 09-01-21
12.	Letter to Petitioner	Address letter to Petitioner indicating 1. Need for studies/reports	CD Dpmt		09-02-21

		2. Need to move forward with annexation agreement			
13.	Staff Discussion	Staff meet to discuss City requirements for annexation agreement.	Mayor and City Staff		
14.	Planning Commission	Planning Commission votes on the Petition.	Planning Commission	TCC 7-24-1(d), (e)	06-22-22
15.	Verify Petition	The City is to verify that the Petition complies and contains the information required by Utah Code.	City Recorder City Attorney	UCA 10-2-405(2)	Attorney 10-06-21  Recorder 08-08-22
16.	Certify Petition	If the Petition is verified, a certification must be delivered to the City Council, County Commission, and Petitioner.	City Recorder	UCA 10-2-405(2)	08-08-22
17.	Notice re Protest Period	Advertise notice of the Petition on public notice website, City website.	City Recorder	UCA 10-2-406(1)	08-08-22
18.	Notice re Public Hearing	Advertise notice of the Public Hearing at least 7 days prior on public notice website, City website.	City Recorder	UCA 10-2-407(7)	08-08-22
19.	Public Hearing	Public Hearing before City Council.	City Council	UCA 10-2-407(7)	09-07-22
20.	Evaluate Protests	County Attorney evaluates protests for triggering Local Boundary Commission Involvement.	County Attorney	UCA 10-2-407	10-03-22
21.	Annexation Agreement	Prepare an Annexation Agreement.	City Attorney	TCC 7-24-3	Draft 06-23-22 Final 09-14-22
22.	Resolution 2	Prepare Resolution for City Council to approve Annexation Agreement	City Attorney		Res. 2022-71 09-21-22
23.	Ordinance	Prepare Ordinance for City Council to approve Petition.	City Attorney	TCC 7-24-1(f)	10-06-22
24.	Ordinance	City Council votes on the petition. Must be a 2/3 vote to pass.	City Recorder City Council	TCC 7-24-1(e), (f)	
25.	Zoning	Designate in the Ordinance the zoning of the annexed property.	City Council	TCC 7-24-2	
26.	Annexation Agreement	Sign Annexation Agreement.	Petitioner	TCC 7-24-3	
27.	Plat	Sign local entity final plat.	City Council	TCC 7-24-3	
28.	Lieutenant Governor	File required documents with Lt. Governor's Office: notice of impending boundary action; final local entity plat	City Recorder	UCA 10-2-425	
29.	Annexation Agreement	Record Annexation Agreement with County Recorder.	City Recorder	TCC 7-24-3(b)	



30.	Certificate, Ordinance	Record Lt. Governor Certificate, Notice, Ordinance, and Plat with County Recorder.	City Recorder	TCC 7-24-1(g)	
31.	GIS Mapping	Deliver copy of annexation plat and legal description to Public Works for GIS mapping of new City boundary.	City Recorder Public Works		

## **TOOELE CITY CORPORATION**

### **ORDINANCE 2022-39**

#### **AN ORDINANCE OF TOOELE CITY AMENDING THE TOOELE CITY POLICIES AND PROCEDURES MANUAL.**

WHEREAS, Section 40 of the Tooele City Policies and Procedures manual (the "Manual") provides that the Manual "may be amended by the two-thirds vote of the Policies and Procedures Recommendation Committee and the subsequent approval of the Mayor and City Council" by ordinance of the City Council; and,

WHEREAS, the Policies and Procedures Recommendation Committee has studied, prepared, solicited employee comment regarding, and voted to recommend amendments to the Manual, namely:

- Section 1: Ethics & Conflicts of Interest – Adds Ethics and Conflict of Interest policy to manual. Renumbers Equal Employment Opportunity & Workplace Accommodations policy from section 1 to section 2. (Exhibit A)
- Section 2: Renumbers Equal Employment Opportunity & Workplace Accommodations from section 1 to section 2. Renumbers Hiring & Job Assignments from section 2 to section 3. (Exhibit B)
- Section 3: Hiring & Job Assignments – This Section was blank. Renumbers Hiring & Job Assignments from section 2 to section 3. (Exhibit C)
- Section 5: Corrective Action, Discipline, & Separation – Makes editorial revisions and clarifies the City's expectation that employees cooperate fully and provide complete and accurate information during an internal administrative investigation. (Exhibit D)
- Section 9: Compensation - Propose a change to holiday pay for sworn law enforcement officers working patrol to "buy-back" their holiday hours (benefit) at the officer's straight time rate of pay when their recognized holiday falls on their normally scheduled day off as opposed to having them flex another day off. This change is aimed to assist with staffing issues that impact patrol and related overtime costs. (Exhibit E)
- Section 13: Grievance – Corrects wording in one section to read "working" days as opposed to "calendar" days to be consistent with terminology used throughout the rest of the policy. Grammatical edits. (Exhibit F)
- Section 14: Outside Employment – Updates policy to include provisions of approval, clarify employees cannot work other employment while simultaneously being on the clock with Tooele City, adds safety and workplace considerations,

updates approval process, includes use of leave while working other employment, and includes reminder on conflict-of-interest disclosure requirements. (Exhibit G)

- Section 23: Holidays. Adds provision to differentiate holiday designation sworn law enforcement officers normally assigned to patrol duty. (Exhibit H)
- Section 39: Driving & City Vehicles – Adds provision for fire personnel personal use of City vehicles. Grammatical edits. (Exhibit I)

WHEREAS, the Mayor has approved the amendments recommended by the Policies and Procedures Recommendation Committee; and,

WHEREAS, the Administration distributed the proposed policy amendments via electronic e-mail to all City employees, received oral and written comments to the proposed amendments, and incorporated as many comments as deemed possible and appropriate for the City's business needs; and,

WHEREAS, the Administration and Council find that the amendments are in the best interest of Tooele City Corporation and its employees; and,

WHEREAS, subsequent to the adoption of the above-listed amendments, Kami Perkins, Tooele City Human Resources Director, will make reasonable efforts to inform all employees of the amended provisions, and the new policies will be placed on the City website for employee and public access:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOEELE CITY COUNCIL that:

1. the Tooele City Policies and Procedures Manual is hereby amended as set forth in Exhibits A through I;
2. the revisions shall take effect December 12, 2022; and,
3. previous versions of the amended provisions of the Tooele City Policy and Procedures Manual shall be repealed and superseded upon the amendments in this Ordinance taking effect.

This Ordinance is necessary for the immediate preservation of the peace, health, safety, or welfare of Tooele City and shall become effective upon passage or otherwise, as indicated above, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_, 2022.

TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

\_\_\_\_\_  
Roger Evans Baker, Tooele City Attorney



## MISSION, VALUES, VISION, & MOTTO

Revised December 2022

### **Mission – Why do we exist?**

We provide required and essential services to maintain a safe, clean, and healthy City. We also strive to provide enriching amenities and services that enhance the quality of life for our residents in a fiscally responsible manner.

### **Vision – What do we desire to be?**

In partnership with our community, Tooele City's vision is to keep true to our traditions while progressing forward. We strive to be a community that is a desirable place to live, learn, work, and engage.

### **Values – Our values make us an “E.P.I.C T.E.A.M”**

**What are our principles that shape our culture and support our Mission and Vision?**

**Ethics & Integrity.** We serve the public interest with ethical awareness and ethical actions. While doing the work of the City, ethics and integrity should be at the forefront.

**Professional & Respectful Service.** We strive to be an example of professionalism, valuing those we serve and treating all with respect.

**Innovation.** We embrace technological advancement, demonstrate creativity, encourage new ideas, and solve challenges in ways that create value.

**Communication.** We strive to communicate effectively with others. We strive to keep the business of the City open and transparent.

**Teamwork.** We approach opportunity and challenges as a team and find ways to help each other succeed, which contributes to a positive and productive workplace.

**Excellence.** We believe excellence is achieved through thoughtful planning and careful decision making.

**Accountability.** We believe a healthy system of accountability promotes responsibility, improvement, good stewardship of public resources, and enables a degree of feedback between the City and the public that we serve.

**Manage Finances Responsibly.** We are trusted stewards of taxpayer money. We allocate it responsibly and for the purpose of fulfilling the mission of the City

### **Motto – #TAKEPRIDETOOELE!**

The call to “*Take pride Tooele*” began with our annual community clean-up initiative and has become the guiding motto within the community and for our staff. When we work in partnership with our citizens, we build upon our mission, vision, and values collectively. Together we **#TAKEPRIDETOOELE!**



**A**

## ETHICS & CONFLICTS OF INTEREST

Revised December 2022

### SECTION: 1

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#### A. POLICY

Employment with Tooele City carries a commitment to serving the public interest with ethical awareness and ethical actions. City employees have a duty to place the interests of Tooele City above personal interests. This level of ethical action is vital to develop public confidence in Tooele City employees and in Tooele City government. The trust can be sustained only if employees at all levels in our organization model the highest standard of ethical awareness and actions.

#### B. LAWS, POLICIES & PROCEDURES, AND ETHICAL STANDARDS GUIDES

Our commitment to ethics is reinforced by laws, policies, and procedures that provide specific ethical standards, establish internal checks and balances, and assists our workforce in ethical conduct and decision making. They include, but are not limited to:

1. State & Federal laws governing **criminal conduct** and prosecution such as fraud and theft.
2. Utah State Code 10-3-1301 **Utah Municipal Officer's and Employees' Ethics Act** establish standards of ethical conduct for City officials and to require disclosure of actual or potential conflicts between the public duties and personal interests of City officials. The subsections below cover the Act's main provisions, but are not exclusive.
3. Utah State Code 63G-2 **Government Records Access and Management Act** which regulates the disclosure, use, or release of government records classified as Private, Controlled, or Protected.
4. City **Purchasing Policies** adopted by City Council ordinance, and **internal controls** established by the Finance Department.
5. Sections within this **Tooele City Personnel Policies & Procedures Manual** have ethical implications and should be carefully reviewed, including, but not limited to:
  - a. Equal Employment Opportunity;
  - b. Hiring & Job Assignments;
  - c. Corrective Action, Discipline, & Separation, which includes examples of offenses warranting immediate dismissal upon first occurrence, several of which have ethical implications, as well as other conduct which may result in disciplinary or corrective action;
  - d. Nepotism;
  - e. Compensation;
  - f. Outside Employment;
  - g. Political Activity;
  - h. No Harassment & No Retaliation;
  - i. Gifts/Prizes/Awards/Discounts;
  - j. Travel;
  - k. Loss of Property or Funds

## ETHICS & CONFLICTS OF INTEREST

Revised December 2022

### SECTION: 1

- i. Personal Use of City Resources (Funds, Property, Labor, Services, & Equipment);
- m. Purchases & Reimbursements; and,
- n. Driving & City Vehicles.

When facing an ethical dilemma, the best course of action may not always be clear. Questions to ask include, but are not limited to:

- Is this legal?
- Is this a violation of Tooele City Personnel Policies & Procedures, City Code, directives, or other internal controls?
- Is the interest of Tooele City being placed above personal interests?
- If this were the headline in the news, how would it look?
- How would this impact the reputation of Tooele City with the public?
- How would this be explained in a public meeting if I had to?
- Why does this feel off?

If an employee is still not sure, ask for guidance!

### C. CONFLICT OF INTEREST & REQUIRED EMPLOYEE DISCLOSURES

City employees must avoid conflicts of interest. Tooele City recognizes that many potential conflicts of interest do not constitute actual conflicts or may be acceptable with proper disclosure, evaluation, oversight, and safeguards.

Utah State Code 10-3-1301 Utah Municipal Officer's and Employees' Ethics Act requires employees to make certain disclosures annually. The relationships described below are prohibited conflict-of-interest relationships unless the required disclosures are made. If the required disclosures are made, the relationships are allowed.

1. **Compensation or Benefit Receipt: All City Employees.** All City employees must disclose receiving any compensation or benefit, or agreeing to receive any compensation or benefit, for assisting a person or a business in a transaction involving the City (e.g., a contract or a purchase). City employees must file a Disclosure Form with the Mayor and also must inform their supervisor. (See UCA 10-3-1305 for disclosure details.)
2. **Business Regulated by City: All Employees.** City employees must disclose when they are an officer, director, agent, owner, investor, or employee of a business regulated by Tooele City. If a business requires a Tooele City business license or a conditional use permit, it is regulated by the Tooele City. Disclosure is made on a Disclosure Form and filed with the Mayor. (See UCA 10-3-1306 for disclosure details.)



## ETHICS & CONFLICTS OF INTEREST

Revised December 2022

### SECTION: 1

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3. **Business Ownership: All City Employees.** All City Employees must disclose when they are an officer, director, agent, owner, investor, or employee with a business that conducts business with the City. Disclosure is made on a Disclosure Form and filed with the Mayor. (See UCA 10-3-1307 for disclosure details.)
4. **General Conflicts: All City Employees.** All City employees must disclose any conflict between their personal interests and their public duties. Disclosure is made on a Disclosure Form and filed with the Mayor. (See UCA 10-3-1306 for disclosure details.)

Tooele City requires all employees to re-submit a completed Disclosure Form for any of the above required disclosures in January of every year. The Disclosure Form is submitted to the Tooele City Purchasing Agent who will deliver them to the Mayor.

#### D. REPORTING CONCERNS OF VIOLATIONS OF THIS SECTION

To provide employees with reporting avenues that are free from bias, collusion, intimidation, or reprisal employees may use any of the following avenues to report concerns of violation of this Section:

1. Employees may report concerns of violations of this Section to their supervisor, department head, human resource director, city attorney, or the Mayor. Employees do not have to follow their chain-of-command to file a report. Reports may be done through either verbal or written notification; however, written notification is preferred. Reports should be as detailed as possible, including the names of the individuals involved, the names of any witnesses, dates, times and any documentary evidence such as notes, screen shots, pictures, etc.
2. Employees may also report concerns of violations of this Section relating to **fraud** to the Tooele City Finance Director, PO Box 89, Tooele, UT 84074
3. Employees may also report concerns of violations of this Section relating to **waste and abuse** to the State of Utah hotline 1-800-955-2210 or emailed to [wsinv@utah.gov](mailto:wsinv@utah.gov)

#### E. PENALTIES

Violations of the Act, City rules and regulations, or Tooele City Personnel Policies and Procedures may result in discipline, up to and including dismissal from employment.

Additionally, the Utah State Code 10-3-1301 Utah Municipal Officer's and Employees' Ethics Act provides for criminal prosecution of an employee who knowingly and intentionally disclose records, receives compensation, accept gifts, or uses their official position in violation of the Act.

**B**

## **EQUAL EMPLOYMENT OPPORTUNITY & WORKPLACE ACCOMODATIONS**

Revised December 2022

### **SECTION: 2**

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#### **A. EQUAL EMPLOYMENT OPPORTUNITY**

Tooele City's goal is to foster a workplace culture that values diversity and provides equal opportunities in all aspects of employment. To help achieve this, all employees are expected to comply with:

1. Title VII of The Civil Rights Act of 1964, as amended, the Age Discrimination Act, as amended, and the Utah Antidiscrimination Act, as amended, and not discriminate in employment opportunities or practices on the basis of: race, color, religion, sex, pregnancy, pregnancy-related conditions, childbirth, national origin, age, if the individual is 40 years of age or older, gender identity, or sexual orientation;
2. The Equal Pay Act and not base pay decision on the basis of race, color, religion, sex, national origin, age, or disability. Tooele City policies provide those employees be compensated on the basis of equal pay for equal work;
3. The Americans with Disabilities Act of 1990 (ADA), as amended, and the Utah Antidiscrimination Act, as amended, and not discriminate against any individual with a disability in the admission or access to, employment, work programs, or activities;
4. The Genetic Information Nondiscrimination Act of 2008 (GINA) and not use genetic information of an individual in the hiring process or to affect the terms, conditions, privileges, benefits, or termination of employment unless there is a legitimate job related need that is consistent with business necessity or as otherwise mandated by law. Tooele City will not require collection or disclosure of genetic information prior to a conditional offer of employment. "Genetic information" is information about genes, gene products or inherited characteristics that may derive from the individual or a family member;
5. The Uniform Services Employment and Reemployment Rights Act and not deny initial employment, reemployment, promotion, or any benefit of employment to a person who is obligated to perform in a uniformed service;
6. Titles VI and VIII of the Civil Rights Act of 1964 and not excluded individuals from participating in, be denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, color, or national origin, under any program or activities for which Tooele City has received any federal financial assistance; and,
7. Any other law that provides for non-discrimination or equal opportunity.

## EQUAL EMPLOYMENT OPPORTUNITY & WORKPLACE ACCOMMODATIONS

Revised December 2022

### SECTION: 2

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#### B. WORKPLACE ACCOMMODATIONS

1. Tooele City provides reasonable workplace accommodations in the following circumstances:
  - a. Religious Accommodation. Tooele City respects the sincerely held religious beliefs and practices of all employees and will make, on request, a reasonable accommodation(s) for such observances when a reasonable accommodation is available and does not create an undue hardship for the City. *Title VII & Utah Antidiscrimination & Workplace Accommodation Act*
  - b. Disability Accommodation. Tooele City recognizes some qualified individuals with disabilities (meaning the employee has a mental or physical impairment substantially limiting one or more of the major life activities) may need reasonable accommodation to perform the essential functions of his/her position, to make the workplace readily accessible and usable for the employee, or to otherwise allow the employee to enjoy equal benefits and privileges of employment. Tooele City will make, on request, a reasonable accommodation when doing so does not create an undue hardship to the City. *Americans' with Disabilities Act, as amended*
  - c. Pregnancy Accommodation. Tooele City will make, on request, a reasonable accommodation(s) to qualified individuals related to pregnancy, childbirth, or related conditions when a reasonable accommodation is available and does not create an undue hardship for the City. *Utah Antidiscrimination & Workplace Accommodation Act*
  - d. Breastfeeding Accommodation. Tooele City will, on request, provide for at least one year after the birth of a public employee's child: reasonable breaks (see Section herein for information regarding paid vs. unpaid break) for each time the public employee needs to breast feed or express milk; a room or other location, other than a bathroom or toilet stall, that is clean and sanitary, provides privacy shielded from view of and intrusion from coworkers or the public, and that has an outlet; and a reasonable means of storage. The City is not required to permit an employee to have the employee's child at the workplace for purposes of accommodation. *Utah Antidiscrimination & Workplace Accommodation Act*
2. To request an accommodation consideration, employees should discuss the circumstances with his/her supervisor or contact the City's Human Resource Director to begin the discussion/interactive process. This may include discussing specific needs, limitations, and possible accommodations that may be needed. Tooele City reserves the right to require documentation or more information to assist us in evaluating accommodation requests including, but not limited to,



## **EQUAL EMPLOYMENT OPPORTUNITY & WORKPLACE ACCOMMODATIONS**

Revised December 2022

### **SECTION: 2**

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verification from religious leaders or medical providers; guidance from job accommodation consultants and advocates; and tools available under the Family and Medical Leave Act including obtaining 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> opinions.

#### **C. FEDERAL CONTRACTS**

In employing persons to carry out a federal contract, Tooele City, when contracting with the United States, will take affirmative action to employ and advance in employment qualified disabled individuals and qualified disabled veterans and veterans of the Vietnam era.

#### **D. FILING A COMPLAINT OF DISCRIMINATION OR FAILURE TO REASONABLY ACCOMMODATE WITH TOOEELE CITY**

1. An employee who believes he/she has been discriminated against or that the City has failed to provide a reasonable accommodation in violation of this Section or law may file a discrimination complaint with Tooele City pursuant to Tooele City's Grievance Procedure herein this Manual; or,
2. An employee who believes that the nature of the complaint is harassment or retaliation may instead choose to file a complaint pursuant to Tooele City's Anti-Harassment policy (i.e. Sexual and Other Forms of Harassment) herein this Manual.

C

## HIRING & JOB ASSIGNMENTS

Revised December 2022

### SECTION: 3

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#### A. GENERAL POLICY

1. Tooele City reserves the right to hire, fill vacancies, and otherwise make job assignments at management's discretion to meet changing business conditions and staffing needs.
2. When vacancies do occur, Tooele City generally prefers to give first consideration to current Tooele City employees who meet the minimum qualifications for the vacant position by opening a preferential internal posting. The Mayor may authorize waiving a preferential internal posting when it is deemed necessary or beneficial. Although this is not an exclusive list, preferential internal postings may be waived:
  - a. For part-time, temporary, seasonal, appointed, or sworn law enforcement positions;
  - b. When it is believed that only one or no employees possess the required minimum qualifications for the open position;
  - c. When moving a person to another position will maintain an individual's employment with Tooele City due to a layoff;
  - d. When moving a person to another position is prudent to meet legal requirements of the Americans with Disabilities Act or other laws;
  - e. When an individual has been involuntarily demoted or transferred to the new position, thus opening another position elsewhere;
  - f. When management believes that transferring or demoting an employee is necessary to meet business needs, to comply with Tooele City policies and procedures, or is in the best interest of the City;
  - g. When an employee who separated employment from Tooele City has requested reinstatement to the same position he/she held prior to separation and the employee had at least one full year experience in that position with Tooele City, and has requested reinstatement within 1 year of separation. *Terms and conditions pertaining to compensation, benefits, and seniority are established under the respective policies in this Manual;* or
  - h. When a voluntary lateral transfer is desirable between two employees and their respective department heads.
3. A position may be filled by transferring an employee from one position to another provided that both are of the same salary grade. Transfers fall into two categories: voluntary and involuntary. A voluntary transfer is deemed to be acceptable by the effected employee and department head(s) and may be initiated at either the employee's or the City's request. An involuntary transfer is made by the City with or without the employee's consent as deemed necessary to meet the needs of the City.

## HIRING & JOB ASSIGNMENTS

Revised December 2022

### SECTION: 3

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#### B. ONLINE APPLICATION SYSTEM & SELECTION PROCESS

In general, applicants apply online. Hiring supervisors shall follow all employment laws and regulations pertaining to the selection process. Numeric rating or a ranking, general job criteria, or other job-related criteria should be used in the selection process. In addition, examinations or other tests may be administered when such tests are valid and reliable predictors of an individual's ability to perform the job.

#### C. VETERAN'S PREFERENCE

In accordance with Title 71, Chapter 10 of the Utah Code Annotated, 1953, as amended, Tooele City grants veterans' preference upon initial hiring with Tooele City to a preference eligible veteran or preference eligible spouse that meets the minimum qualification for the position as follows:

1. When a scored examination or other numeric rating mechanism is used and the applicant receives a passing score, Tooele City will give preference in hiring by adding to the applicant's score as follows:
  - 5% of the total possible score, if the individual is a veteran;
  - 10% percent of the total possible score, if the individual is a disabled veteran or a Purple Heart recipient; or

In the case of a preference eligible spouse, widow or widower, the same percentage the qualifying veteran is, or would have received, is added.

2. If a non-numeric ranking mechanism is used, Tooele City will give veteran's preference in interviewing and hiring, generally by extending a first interview.

#### D. RANKED POSITION ROSTER

Once the selection process has been completed, applicants may be held on a roster for future consideration. This roster may, at the hiring manager's discretion, be reused for a one-year period following the date the first offer for employment was made.

#### E. OFFERS FOR EMPLOYMENT

All offers for employment are made in writing generally by the human resource office.

#### F. BACKGROUND SCREENING & INVESTIGATIONS

In most circumstances the results of pre- and post- offer screenings and investigations are not made available to the applicant or employee. Information obtained from the background screening or investigation is deemed confidential and shared only with individuals involved in employment decisions.

*The Tooele City Police Department maintains guidelines relating to background screening and investigations of applicants and employees for positions as police officers, police department personnel, or personnel in positions deemed to provide support to police personnel and requiring the confidence and trust of Tooele City in fulfilling their duties in support of public safety.*



## HIRING & JOB ASSIGNMENTS

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1. **Screening - Pre-Offer.** Tooele City may conduct a pre-offer screening to assist in the selection process.

The pre-offer screening may include, but is not limited to:

- a. Verifying past employment and rehire eligibility;
- b. Evaluating the applicant's past employment performance and recommendations from prior employers/supervisors/associates;
- c. Contacting references or other individuals with knowledge of the applicant's performance or suitability for the position;
- d. Verifying the validity and accuracy of an individual's education, certifications, and training; or,
- e. Verifying the validity and accuracy of information provided by the applicant in written or oral communications.

2. **Background Investigation – Post-offer.** Tooele City may conduct further background investigation after a conditional offer of employment has been made. Based on the job requirements, a post-offer background investigations may include, but is not limited to:

- a. **Driving Records.** Reviewing driving records for jobs with driving responsibilities to determine the applicant's insurability and risk level;
- b. **Credit Reports.** Reviewing personal credit reports for jobs with access to City bank accounts or other highly responsible financial matters;
- c. **Sex Offender Registries.** Reviewing sex offender registries or other public databases for jobs working in positions of trust or proximity to children to verify that the individual does not appear in the database of persons who have been convicted of certain sex crimes;
- d. **Web Based Information.** Reviewing information available via the internet, social networking sites, trade association sites, or other web based sites to determine whether information publicly available to the general public via electronic means may be perceived as being derogatory to a protected class, sexually objective, offensive, violent, threatening, criminal, illegal, harassing, discriminatory, or as having other publicly available information may have the potential to compromise the applicant's credibility, present an unprofessional image for the City, compromise the public's confidence in the individual as a City employee, or be contrary to position for which the applicant is being considered. These types of inquiries may be made for jobs with the following types of responsibilities:

## HIRING & JOB ASSIGNMENTS

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- (1) Senior and mid-level management such as department heads and supervisors;
- (2) Representing the City in a position that is highly visible including positions that serve as first point of contact for the public;
- (3) Responsibility for the care, safety, or security of people including children and minors;
- (4) Working in a position of trust or in proximity to children and minors;
- (5) Having access to private residences, yards, buildings, or other properties not otherwise accessible to the general public;
- (6) Working in a position with access to controlled substances, drugs, paraphernalia, restraint systems, or other safety sensitive materials; and/or,
- (7) Working in a position established to protect and preserve public safety, confidential or highly sensitive information, or other enforcement or legal proceedings.

- e. Criminal History Records. Reviewing the applicant's criminal history records obtained from various sources, including but not limited to, the Utah Bureau of Criminal Identification, other State Criminal Records, prosecution and court records, for all City jobs.

### G. CRIMINAL HISTORY RECORD GUIDELINES

1. Generally, only criminal convictions, guilty pleas, pleas of no contest and deferred adjudication will be considered in determining an applicant's suitability for employment or reassignment. Detention or arrest without conviction typically do not constitute valid grounds for employment decisions.
2. In determining an individual's suitability for employment or reassignment where the individual has criminal convictions, a committee comprised of the Human Resource Director, City Attorney, and the Department Head (or substitutes if deemed necessary or prudent) evaluates such factors as: the specific duties of the position, nature and seriousness of the crime; the relationship of the conviction to the requirements of the job; all circumstances relative to the crime, including mitigating circumstances; the age at the time of the crime; the time elapsed since the crime; and all other competent evidence of rehabilitation and fitness for duty, including but not limited to, letters or references by persons who have been in contact with the applicant since the applicant's conviction. The Mayor makes the final determination regarding approval to hire or reassign the applicant.

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3. The following guidelines are not exclusive:
  - a. Felony convictions within the past seven (7) years for the following crimes, including convictions for attempt or conspiracy to commit the following crimes, will make an individual ineligible for hire:
    - (1) Murder;
    - (2) Arson;
    - (3) Criminal sexual conduct where the victim's failure to affirmatively consent is an element of the crime, such as sexual assault, or felonies involving the sexual or physical abuse of children, the elderly or the infirm, such as sexual misconduct with a child, making or distributing child pornography, or using a child in a sexual display, or incest involving a child;
    - (4) Robbery whether simple or aggravated;
    - (5) Burglary;
    - (6) Federal or State Civil Rights Convictions; or,
    - (7) Felony controlled substance crimes where intent to distribute is an element of the crime.
  - b. Other convictions within the past seven (7) years for the following crimes, including convictions for attempt or conspiracy to commit the following crimes, are considered serious concerns for any position but generally do not automatically disqualify an individual from hiring or reassignment:
    - (1) Crimes of violence;
    - (2) Theft;
    - (3) Drug convictions without successful completion of post-rehabilitation program;
    - (4) Alcohol convictions;
    - (5) Weapons violations;
    - (6) Other sexual convictions not listed above;
    - (7) Fraud;
    - (8) Financial Crimes; or
    - (9) Falsification in official matters.
  - c. Regardless of the time period, other convictions for certain types of crimes generally preclude hiring or reassigning an employee into certain positions. For example:
    - (1) Individuals with convictions for theft, embezzlement, identity theft, or fraud cannot be hired into positions with fiduciary responsibilities; or,

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- (2) Individuals with convictions for child molestation and other sex offenses can not be hired or reassigned to positions that involve direct unsupervised contact with minors and children.
- 4. When disqualification occurs because of criminal conviction information obtained from a third-party vendor or other consumer report, Tooele City will notify the individual in writing of their disqualification within five (5) business days and provide the individual with reasonable time to contest the validity of the information.



**D**

## CORRECTIVE ACTION, DISCIPLINE, & SEPARATION

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#### A. POLICY

Although Tooele City seeks to use progressive principles to address workplace concerns, the City reserves the right to initiate corrective action or discipline at any stage as deemed by management to be appropriate. Temporary, seasonal, on-call, appointed, or employees completing their orientation period have no expectation of continued employment and may be terminated at any time with cause or without cause and with or without following progressive discipline.

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#### B. CORRECTIVE ACTION

Tooele City believes it is important to bring matters or concerns needing correction to the attention of employees so that employees may realize success.

1. Corrective action measures are deemed prudent management principles relating to the ongoing performance management processes and are non-punitive.
2. For records classification purposes corrective actions are not considered formal disciplinary actions.
3. Corrective action measures may include, but are not limited to:
  - a. Verbal notices;
  - b. Written notices of correction;
  - c. Notation of Significant Incidents via a level 1 or 2 "SIR";
  - d. Meeting with the employee for counseling, discussion, or additional training;
  - e. General memos;
  - f. General orders or directives;
  - g. Indications on annual and other performance evaluations; or,
  - h. Corrective action plans.

#### C. DISCIPLINE/DISCIPLINARY ACTION

Sometimes corrective action measures are not successful or are deemed by management to be inappropriate for the given circumstances. In such cases, disciplinary action may be warranted.

1. In no specific order, disciplinary action may include, but is not limited to:
  - a. Written reprimand;
  - b. Suspension (time off) without pay for up to 80 hours;
  - c. Involuntary demotion;
  - d. Reduction in salary; or
  - e. Termination.

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2. Prior to issuing discipline the supervisor and/or department head should meet with the employee to discuss the concern and provide the employee with the opportunity to respond and present his/her side of the story.
3. The supervisor and/or department head should take under advisement the information provided by the employee and other relevant information, and issue discipline deemed appropriate for the severity, consistent with policy guidelines, and consistent with discipline issued to other employees for similar severity.
4. The disciplinary record is to be documented and delivered to the employee for a signature of acknowledgment of receipt and returned to the Director of Human Resources. In circumstances where the employee is not available for signature, other notation should be made on the record showing how the employee was notified of the discipline. Investigations files, notes, or other supplementary materials should be kept in a file separate from the personnel file. It is recommended that these be forwarded to the Director of Human Resources or kept in locked or confidential files by the supervisor.
5. Employee may appeal certain disciplinary actions via the Tooele City Grievance Procedure, herein this Manual.
6. Disciplinary actions remain in the employee's personnel file and may not be expunged once the grievance period relating to the original issuance of the discipline has passed.

#### D. EXAMPLES OF OFFENSES AND APPROPRIATE DISCIPLINARY ACTION

The following examples of causes for disciplinary action serve as a guideline. ~~The~~ These examples are not intended to cover every possible type of misconduct or violation ~~offense~~ and do not preclude the ~~recommendation-issuance~~ of disciplinary action for specific action or inaction that is detrimental to the efficient operation of the City.

1. **Grounds for Immediate Dismissal.** The following types of offenses warrant dismissal upon first occurrence:
  - a. Disobedience or insubordination to constituted authorities, including refusal or deliberate failure to carry out or follow lawful and safe directives and orders from any supervisor or person of authority; or challenging the authority of any supervisor or person of authority;
  - b. Conviction of any criminal offense which in the opinion of management adversely affects the employee/employer relationship, whether on- or off-duty;

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- c. Conviction of any felony crime, any sexual crime, any crime involving violence (i.e. domestic abuse, assault, etc.), any crime of dishonesty (i.e. theft, forgery, etc.), or any crime directly related to the employee's ability to perform his/her job (i.e. DUI when the job requires driving);
- d. Misappropriating or misusing public funds;
- e. Engaging in disorderly or indecent (lewd, sexual, etc.) conduct;
- f. Engaging in acts of workplace violence or threats, whether on or off duty, whether direct or implied;
- g. Using profane, obscene, or demeaning language toward others;
- h. Engaging in conduct which has the potential to endanger the health or safety of others;
- i. Inducing or attempting to induce any employee in the service of the City to commit an unlawful act in violation of law or City policies, procedures, or regulations;
- j. Using, threatening to use, or attempting to use personal or political influence in an effort to secure special consideration as a City employee;
- k. Offering or accepting a bribe or other valuable consideration with a view of corrupting the behavior of a person;
- l. Continued incompetency and inefficiency in the performance of job duties ~~despite prior disciplinary action~~ despite prior disciplinary action;
- m. Recklessness (when a person knows or should have known that an action would cause a certain result) or negligence (when a person disregards the potential risks of committing an action) with City monies or property;
- n. Theft or the wrongful borrowing, loaning, selling, giving away or appropriating any City property for the personal use of the employee or any unauthorized person;
- o. Falsifying any work-related records, the making of misleading entries or statements which can reasonably be inferred to be done so with malicious intent or intent to deceive, or the willful and unauthorized destruction and/or mutilation of any City records, book, paper, or documents;
- p. Failing to disclose, or misrepresenting material facts, or the making of any false or misleading statement either verbally or in writing form including, but not limited to, examinations, official documents, report forms, or during the course of any work-related investigation;
- q. Refusing to cooperate fully or to provide complete and accurate information during an internal administrative investigation;
- r. Engaging in deliberate acts of discrimination or harassment or instructing or aiding someone to commit an act of discrimination, harassment, or victimization in breach of the Equal Opportunities and Harassment policies herein this Manual;
- s. Retaliating against an employee who has engaged in a legally protected right;
- t. Violating a serious safety rule or practice such as driving recklessly, operating



## CORRECTIVE ACTION, DISCIPLINE, & SEPARATION

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- equipment employee is not authorized to operate, removing safety devices from equipment, horseplay and other related kinds of conduct that has the potential to put other's safety in jeopardy;
- u. Smoking in posted "No Smoking" or unauthorized areas;
  - v. Sleeping while on duty except as provided for in official City regulations;
  - w. Failing to obtain or maintain - any certification, license, or other qualification necessary to perform the job. Any certification, license or other necessary qualification lost due to a temporary disability must be regained within a reasonable time, as determined by the supervisor or department head, upon the disability being removed; or,
  - x. Other reasons deemed valid by the Mayor to have the potential to bring the City into disrepute or to disrupt the workforce.

2. **Grounds for Dismissal Following Two Prior Notices.** The City believes the following ~~types~~ ~~types~~ of offenses warrant progressive discipline and may result in dismissal if the employee has received a first disciplinary action for the same or different offenses of the following list within a ~~twelve-month~~ ~~twelve-month~~ period:

- a. Failing or refusing to properly perform the assigned functions and duties;
- b. Violating attendance policies or universally understood expectations such as poor attendance, poor punctuality, quitting work early, or leaving the work premises without authorization from the appropriate supervisor;
- c. Unsatisfactory work performance, including but not limited to, poor quality work, failing to perform assigned tasks, incompetence, inefficiency or delay in performing and/or carrying out proper instructions, work assignments or directions of supervisors without reasonable and bona fide and acceptable reason;
- d. Being inattentive to work, wasting time, or inefficiently using City time including but not limited to, excessive time on a telephone, e-mail, or text messaging; excessive visiting for non-City business; driving longer distances than necessary to get from one location to another; and loitering in others' work areas for non-City business;
- e. Being careless with or improperly using equipment, such as at fault vehicle or equipment accidents deemed to be minor, leaving tools unattended, and failure to report damage to vehicles or equipment;
- f. Failing to follow dress and grooming standards;
- g. Failing to report a work-related accident within 24 hours unless it was impractical to do so;
- h. Engaging in horseplay and related kinds of activity which create safety hazards;
- i. Violating a minor safety rule or practice such as failure to wear protective clothing or use required safety equipment;
- j. Smoking in posted or unauthorized areas;

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- k. Engaging in unauthorized and/or excessive personal use of any means of City-issued equipment including the telephone system, electronic mail, internet, cellular phones, and radios; or,
  - l. Vending, soliciting, or collecting contributions on the City's time or premises without proper authorization.
- E. **DISMISSAL OF APPOINTED DEPARTMENT HEADS/ASSISTANT TO THE MAYOR**  
The Tooele City Charter specifies the procedures for dismissal of appointed department heads and the assistant to the Mayor.
- F. **DISMISSAL OF EMPLOYEES WHO HAVE NOT COMPLETED THEIR ORIENTATION PERIOD**  
Employees who have not successfully completed their orientation period may be dismissed from employment at any time with or without cause. The dismissing supervisor or department head should document the circumstances of the dismissal and provide that documentation to the Director of Human Resources. Employees who have not completed their orientation period may not appeal a dismissal through the Tooele City Grievance Procedure, herein this Manual.
- G. **LAYOFFS/REDUCTION IN FORCE**
  - 1. When circumstances such as lack of funds, restructuring, or lack of work dictate the need for a reduction in force, the necessary number of employees may be laid off.
  - 2. The selection of employees to be laid off is based on the ability to perform the duties of the job being kept on staff either as it exists or as it is expected to exist due to restructuring or other changes in task assignments. As a minimum, applicable experience and qualifications for the remaining job, performance reviews for current and past jobs, and certifications/licenses applicable to the remaining job may be reviewed and evaluated. Seniority in the Department serves as a tiebreaker when review of such factors indicates that employees' abilities are similar. For purposes of this Section, seniority will be calculated first by the credited service time as a benefit eligible employee in the Department, and will then take into consideration credited service time as a benefit eligible employee for the City, and then will take into consideration credited service time as a seasonal, and then credited service time as a temporary employee.
  - 3. Once an employee has been identified for lay-off, the City may make reasonable efforts to maintain the job security of such employees by considering the following alternatives, if available and practical, in no particular order of priority:

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- a. Demoting employee(s) to previous position within the same department or demoting to other open position;
- b. Promoting employee (s) based on merit and qualifications;
- c. Transferring employee(s) to an open position; or
- d. Replacing employee(s) within the City with lower qualifications for the remaining position and less seniority in favor of employees with better qualifications for the remaining position and more seniority.

#### **H. VOLUNTARY RESIGNATION**

An employee who resigns from employment is encouraged to provide their supervisor with written notice at least fourteen (14) calendar days prior to their last day of work. It is also appropriate to notify the Director of Human Resources.

#### **I. CREDITED SERVICE TIME AND BENEFIT REINSTATEMENT IF REHIRED**

An employee who is rehired within twelve (12) months of their separation date receive credit for prior service (not including the break in service). An employee who is rehired after twelve (12) months of their separation date is not entitled to any reinstatement of prior service or benefits except for any legally required benefits. Respective sections in this Manual address reinstatement of benefits, specifically, see Section 26 for reinstatement of forfeited sick leave.

#### **J. SEPARATION NOTICE AND EXIT INTERVIEW**

An employee's department head or supervisor should complete a Separation Notice form, and when possible, an exit interview, and return it to the human resource department.

#### **K. FINAL PAYCHECK**

When an employee resigns voluntarily, the final paycheck is issued with the regular pay period. When an employee is separated involuntarily, the final paycheck is issued within 24 working hours of notification of separation.

E



**COMPENSATION**  
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**A. PURPOSE**

This Section:

1. Establishes and communicates Tooele City's compensation program;
2. Establishes consistent compensation practices for common compensation matters within Tooele City's workforce; and,
3. Promotes compliance with the Fair Labor Standards Act and other laws.

This Section does not identify every compensation-related matter that may arise. Tooele City reserves the right to otherwise address such matters in a manner that best meets the City's needs and complies with applicable laws.

**B. DEFINITIONS**

1. De Minimis Work Time - Up to seven (7) minutes work time may be considered de minimis (minimal or trivial) and for pay purposes, may be disregarded. However, work time that exceeds seven minutes in an isolated incident or accumulated throughout a workday is not de minimis work time and should be recorded on the time report.
2. Demotion - Demotions can be involuntary or voluntary. An involuntary demotion is a reassignment of an employee to a job which is classified at a lower salary grade than their present job. A voluntary demotion is reassignment of an employee to a job due to the employee relinquishing his/her current job to accept a new job at a lower salary grade.
3. Downgrade - Reclassification of a job that results in reassignment to a lower salary grade.
4. FLSA Exempt - An employee that is excluded from record keeping and overtime provisions of the Fair Labor Standards Act (FLSA). An exempt employee is paid on a salary basis, is not required to be paid for overtime hours worked, and does not have the same record keeping procedures for hours worked. There are specific and detailed methods of determining exemption status. Questions regarding FLSA exemption status may be directed to the HR Department.
5. FLSA Non-exempt - An employee that in general, is subject to record keeping and overtime provisions of the Fair Labor Standards Act (FLSA).
6. Green Circled - An employee whose rate of pay is below the minimum step of their job's salary grade. Employees who are green circled may be eligible for larger or more frequent pay increases as determined by the department head with approval from the Mayor until their pay reaches step one (1) of their job's salary grade. Examples of when employees may be green circled include, but are not limited to: under fills, budget constraints, and disciplinary actions.
7. Job Description - A job description (class specification or position description) is

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a document that specifies the characteristic duties, responsibilities, and minimum qualification requirements to successfully perform the job. Each job description is descriptive but not exclusive or restrictive. A job description describes the more typical duties and responsibilities that may be assigned to an employee performing the job; however, it does not contain an exclusive list of duties or restrict the assignment of other duties. Other duties may be assigned to any job at any time. Job descriptions are subject to change at any time as needed to meet the changing needs of the City.

8. Lateral Transfer - A move from one job at a salary grade to another job at the same salary grade regardless of whether the lateral transfer is within or between departments. A lateral transfer may be voluntary or involuntary.
9. Promotion - A move from a job at a salary grade to another job at a higher salary grade regardless of whether it is within or between departments. Promotions may occur by selection or by advancement through a career ladder (i.e. Operator I, II, and III). Career ladder promotions are not guaranteed to any employee. The supervisor retains the discretion to determine whether the employee meets the minimum qualifications for the higher level, whether the employee possesses the required knowledge, skills, and abilities, and whether the employee will be assigned the duties associated with the higher level.
10. Red Circled - An employee whose rate of pay exceeds the maximum step of their job's salary grade or for other purposes has been "frozen" until certain conditions have been met. An employee who is red circled is ineligible for further pay increases of any kind until the maximum pay for the assigned salary grade is equal to or exceeds the employee's current rate of pay.
11. Salary Review Date - Scheduled date to review an employee's pay.
12. Transfer - A move from one department, or one job, to another. Transfers may be lateral transfers, demotions, or promotions. Transfers may be voluntary or involuntary.
13. Under fill - Assignment of an employee to a lower salary grade than their job's classification while the employee obtains necessary training and/or experience to meet the minimum qualifications for the job with the goal of being fully assigned to the job.
14. Upgrade - Reclassification of a job that results in the job being assigned to a higher salary grade.

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**C. COMPENSATION OBJECTIVE & JOB CLASSIFICATION**

1. Tooele City's goal is to maintain a compensation program that balances the City's ability to attract and retain qualified employees with the City's fiscal goals.
2. A salary schedule is approved with the annual budget. The salary schedule specifies the minimum and maximum salary, broken into steps, for each salary grade. In most circumstances, jobs are assigned a salary grade according to the following guidelines:
  - a. **Grades 1 – 12.** Jobs within these grades are generally filled from the local market and Tooele City's primary compensation objective is to maintain internal equity within these jobs.
  - b. **Grades 13 - 18.** Jobs within these grades generally represent middle management, specialized craft or skilled occupations, senior level licensed and/or certified occupations, and professional occupations. College education, formal certification programs taking two (2) to four (4) years to obtain, or highly skilled occupations requiring trade school or vocational training are often requirements for entry into these jobs. Tooele City's primary compensation objective is to maintain internal equity; however, Tooele City recognizes that some circumstances necessitate deviation from the internal equity. With approval from the Mayor, Tooele City may give market consideration to the job classification and may assign a salary grade based on the prevailing labor market. Such circumstances include, but are not limited to, difficulty in recruiting a desirable candidate for a specific job, substantial changes in the market or turnover which is reasonably tied to compensation issues.
  - c. **Grades 19-25.** Jobs within these grades generally represent upper management, appointed, experienced professionals, or highly specialized and skilled jobs. Tooele City recognizes that the prevailing labor market often impacts the ability to fill and retain employees in these jobs. As such these jobs are generally assigned a salary grade with primary consideration being the prevailing market and secondary consideration being internal equity. Tooele City recognizes that budget restrictions may limit the ability to move jobs to salary grades reflective of the prevailing market and reserves the right to determine appropriate salary grade given budget considerations. Market comparisons for these jobs are generally completed every two years but may be done more frequently or less frequently as deemed appropriate.
  - d. **Grades 50-60.** Jobs within these grades represent the salary schedule for sworn law enforcement officers.

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- e. **Not on Scale.** Jobs that are designated as “Not on Scale” represent highly unique circumstances or market factors impacting salary where placement on the salary schedule is not reasonable due to the competitive market.
  - f. **Grade Assignment for Contingent Positions.** Contingent jobs (temporary, seasonal, and on-call) are not assigned a salary grade. Pay plans for such jobs are established to meet the unique recruitment and retention needs and are generally reviewed each fiscal year.
- 3. If duties and responsibilities of a job change significantly, the department head may submit a request for job reclassification to the Mayor as part of the annual budget preparation. Reclassification requests submitted after the budget has been approved are generally held for consideration with the next budget year. Tooele City may deny, delay, or withhold reclassification requests due to budget limitations or other reasons deemed appropriate by the Mayor.
  - 4. Final salary grade classification or reclassification is recommended by the requesting department head and the director of human resources. The Mayor approves and/or determines the final classification or reclassification.

**D. STEP ASSIGNMENT UPON HIRE**

Newly hired regular employees are assigned to step zero of the salary grade for their job, except that the Mayor may approve assignment to a higher step if a suitable and qualified employee cannot be recruited at step zero, the qualifications of the person selected for the job exceed the minimum requirements and the person can be expected to perform at a level equal to that of other employees being paid at the same higher step, or the position is an FLSA exempt position and placement at step zero does not meet the legally required minimum wage for exemption classification.

**E. STEP INCREASES**

When approved in the City’s budget, regular employees may be eligible to receive a step increase in pay up to the maximum step for their job’s salary grade. The following are the most common forms of step increases:

- 1. **Completion of Orientation Period** (formerly referred to as probationary period). Employees completing the required orientation period receive a one step increase in pay and their salary review date is reset to one year after the effective date of the step increase unless future changes reset such date.
- 2. **Merit Increase.** Employees who have been employed in a particular step for one year and have received a minimum score of 3.0 on their most recent performance evaluation may receive a one step increase in pay and their salary review date is reset to one year after the effective date of the merit increase unless future changes reset such date. Department heads may delay any merit increase if an employee receives a 1 or 2 on any performance factor. Such delays should not exceed six months and should be accompanied by a corrective action plan, or



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other written notification that outlines the identified deficiencies and what is expected. Delayed merit increases become effective upon successful completion of the corrective action plan, or other written notification. The salary review date is reset to one year after the pre-delayed salary review date.

F. **TENURED SERVICE PERFORMANCE BONUS (TSP Bonus)**

When approved in the City's budget, a Tenured Service Performance Bonus (TSP Bonus) may be considered for regular employees who have reached the maximum step of their job's salary grade, are not red-circled, and have received a minimum of 3.0 on their most recent performance evaluation. A TSP bonus is \$500.

G. **APPOINTED EMPLOYEES' COMPENSATION**

Compensation for appointed employees is generally consistent with the pay plans for regular status employees. However, the Mayor with approval of the City Council, reserves the right to deviate from established standards or to make adjustments at any time.

H. **ELECTED OFFICIALS' COMPENSATION & ALLOWANCES**

1. The Mayor's salary is established by ordinance of the City Council. In addition, the Mayor may receive a vehicle and phone allowance in an amount established by the City Council. Both allowances are considered part of the regular compensation. The vehicle allowance is established to cover the costs of wear and tear, maintenance, and fuel incurred by the Mayor, who often uses his/her personal vehicle for City related business. The vehicle allowance also covers the cost of vehicle rental for City related business. The vehicle allowance applies to all instate travel and instate vehicle rental.
2. City Council members' salaries are established by ordinance of the City Council. In addition, City Council members may receive a phone allowance in an amount established by the City Council. The allowance is considered part of the regular compensation.

I. **COST OF LIVING**

Cost of living increases (COLA) are considered in the annual budget proposal to the City Council. All regular employees whose salaries are not red-circled are eligible for an approved cost of living increase. Generally, the salary schedule is adjusted to reflect cost of living adjustments. Cost of living adjustments do not affect an employee's salary review date.

J. **PROMOTION**

Promoted employees receive a minimum of a 5% pay raise and are placed at a minimum of step one (1) or the step next closest to the calculated adjustment (except for promotions into police officer positions where the promoted employee may be placed at step 0 of the position). The salary review date is reset to one year after the effective date of the

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promotion (exception applies for police FTO completion) unless future changes reset such date. The Mayor may approve assignment to a higher step if the qualifications of the employee selected for the job exceed the minimum requirements, and the employee can be expected to perform at a level equal to that of other employees being paid at the same or higher step. The Mayor may also approve assignment to a higher step if the position is an FLSA exempt position and the calculated promotion pay does not meet the legally required minimum wage for FLSA exemption.

**K. TEMPORARY PROMOTION**

With approval of the Mayor, an employee who is temporarily promoted for one consecutive month (160 consecutive hours) or longer may receive an adjustment in pay to reflect the temporary promotion. Such adjustment is reversed to the employee's pre-promotion salary when the temporary promotion ends. Temporary promotions do not affect the employee's regularly scheduled review date. The conclusion of a temporary promotion is not considered a demotion.

**L. DEMOTION**

1. Involuntary demotion due to:

- a. Reduction in Force - An employee who is demoted due to a reduction in force will be assigned the new job's salary grade and at the step the employee would've been at had he/she been employed in that grade since his/her most recent hire date, up to the maximum step. The employee retains his/her current salary review date.
- b. Disciplinary Demotion - An employee who is demoted due to disciplinary reasons will have his/her pay adjusted as determined appropriate by the department head but will include a minimum of a 5% reduction or assignment at step zero of the grade, whichever is less. The pay may not exceed the maximum step for the grade. The salary review date is reset to one year after the effective date of the demotion.
- c. Other Reasons - Pay may be adjusted at the discretion of Tooele City. Consideration should be given as to the reason for the demotion and internal equity.

2. Voluntary (Requested) – An employee who is voluntarily demoted will have his/her pay adjusted as follows:

- a. As a minimum, the employee's pay is reduced by 5% per grade demoted; and
- b. The employee's pay may not exceed the combined average step, rounded up, of all current full-time regular employees in the same salary grade of the new job; and
- c. The employee's pay may not exceed the maximum step of salary grade of the new job; and

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- d. The employee will retain their current salary review date.
- OR
- e. If the voluntary demotion is to move back to the exact job that the employee previously occupied and there has been less than a ~~three-year~~three-year period since the employee occupied that job, the employee's pay will revert back to the pre-promotion grade and step, and is adjusted to account for step increases and COLA adjustments received during the ~~three-year~~three-year period. The employee will retain his/her current salary review date.

**M. RECLASSIFICATION**

1. Upgrade - When a job is up-graded, the employees in the job receive a minimum of a 5% pay raise and are assigned to the step closest to the calculated adjustment. The salary review date is reset to one year following the effective date of the job's upgrade. An exception is when a job is upgraded and an employee is still completing his/her orientation period. In such cases, the employee maintains his/her original six-month orientation salary review date and is eligible for a step increase one year from that date. If the departmental budget cannot be adjusted to encumber the pay change, the employees may be green-circled and a plan may be developed to bring the affected employees' pay in line.
2. Downgrade - When a job is downgraded, the employees in the job are assigned to the new appropriate salary grade at the step closest to their current salary with no decrease in current pay. If their salary exceeds the maximum step for the grade, the employee is red-circled. The employee retains his/her current salary review date. An employee may not grieve a downgrade.
3. Market Based Salary Range Reclassification – Market based salary range reclassifications are considered with the annual budget. When a job is approved for reclassification to a new salary range due to a market comparison, the job is generally reclassified to the new salary grade and adjusted as an upgrade or downgrade. Tooele City recognizes that in very rare circumstances, individual pay determinations and varied effective dates may be necessary to reflect the targeted market comparison or to adjust for internal equity issues among existing employees. In such cases, discretion is given to the Mayor to approve pay adjustments and deviate from the upgrade or downgrade pay calculation. Employees' salary review dates may be reset as deemed necessary to account for the ~~market-based~~market-based adjustment and/or internal equity among employees.

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**N. LATERAL TRANSFER**

No change in pay is granted for lateral transfers. An employee maintains his/her salary review date.

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**O. HOLIDAY PAY**

**1. Holiday Off--**

- a. For eligible employees, paid holiday hours off are equal to the employee's hourly rate multiplied by the number of hours regularly scheduled to work per day.
- b. For eligible part-time employees, paid holiday hours off are prorated. Proration is based on the average hours worked, plus accrued paid leave used, during the pay period in which the holiday occurred.
- c. Paid holiday hours off are counted in the calculation of hours worked for overtime purposes.

**2. Sworn Law Enforcement Officers Assigned to Patrol and a Recognized City Holiday Falls on their Normally Schedule Day Off --**

- a. Tooele City will pay these officers (in lieu of providing paid holiday leave time off) at the officer's straight time rate of pay for the recognized holiday. This is also referred to as a "patrol officers' holiday buy back."
- b. These hours off are not counted in the calculation of hours worked for overtime purposes, do not impact the regular rate of pay for overtime earned during the pay period, and cannot be broken into incremental hours nor banked for use at a later time.

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**2.3 Holiday Worked -**

- a. Eligible employees who are required to work on a recognized holiday are paid at a premium rate of 1½ times the employee's hourly rate of pay for the hours worked or are accrued as earned comp-time off in lieu of monetary compensation pursuant to comp-time policy.
- b. Hours worked on a holiday are not included in calculation of hours worked for overtime purposes because they are already paid at an over-time rate.

**3.4 Examples -**

- a. If an employee's number of hours regularly scheduled to work per day is 8 hours and the employee works 10 hours on a recognized holiday, he/she will accrue comp-time or be paid at a premium rate of 1½ times the employee's regular rate of pay for 10 hours. He/she will record eight (8) holiday hours off and 10 holiday hours worked. The **eight (8) holiday hours off** are included in calculating hours worked for overtime purposes.
- b. If an employee's number of hours regularly scheduled to work per day is 8 hours and the employee works 2 hours on a recognized holiday, he/she will accrue comp-time or be paid at a premium rate of 1½ times the employee's



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regular rate of pay for 2 hours. He/she will record eight (8) holiday hours off and 2 holiday hours worked. The **eight (8) holiday hours** off are included in calculating hours worked for overtime purposes.

**P. OVERTIME PAY**

**1. Overtime Pay**

- a. General Workforce - An FLSA non-exempt employee is paid at 1½ times the employee's regular rate of pay for each hour worked in excess of 40 hours per week (unless paid compensatory time off in lieu of overtime).
  - b. Police Officers - An FLSA non-exempt Sworn Police Officer is paid at 1½ times the employee's regular rate of pay for each hour worked in excess of 84 of 84 hours worked in a 14-calendar-day period, pursuant to section 207(k) of the Fair Labor Standards Act, unless paid compensatory time off in lieu of overtime. *(Effective February 6, 2005)*
2. For purposes of calculating overtime, hours worked includes hours paid for jury duty and holiday pay. It does not include any other time not worked including sick leave, annual leave, comp-time, funeral leave, or third-party sick pay.
3. Other Overtime Pay
- a. At the City's discretion, regardless of hours worked, both FLSA exempt and non-exempt employees may be paid overtime pay at 1½ times the employee's regular rate of pay for actual hours worked on special assignments when wages are reimbursed to Tooele City.
  - b. When deemed necessary to meet unique work requirements, the Mayor may authorize that both FLSA exempt and non-exempt employees be paid at a premium rate of 1½ times his/her regular rate of pay, regardless of the number of hours worked during the workweek.

**Q. COMPENSATORY TIME (COMP-TIME)**

1. For FLSA non-exempt employees, each department head or designee has the discretion to approve/designate accrual of compensatory time (comp-time) off in lieu of monetary overtime pay or in lieu of other monetary premium pay that is calculated at 1½ times the employee's regular rate of pay. Supervisors may approve/designate any combination of comp-time and overtime pay as long as the principle for "time and one-half" is maintained.
2. Comp-time will accrue at a rate of 1½ hours of comp-time for each hour of overtime worked or each hour otherwise paid at a monetary premium pay.
3. When deemed necessary to meet unique work requirements, the Mayor may authorize comp-time, regardless of the number of hours worked.

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4. Acceptance of comp-time off in lieu of overtime is a condition of employment due to the fact that departments may not be allocated overtime budgets or the budget allocated may not be sufficient to meet business needs.
5. Employees may accumulate up to 200 hours of comp-time. All additional hours are paid as monetary overtime pay.
6. Requests to use comp-time follow the same procedures for requesting to be absent except that employees who request to use comp-time should be permitted to use the time off within a "reasonable period" after making the request if it does not "unduly disrupt" the workforce. Supervisors may schedule the employee off on comp-time.
7. Comp-time must be exhausted prior to using any sick leave, annual leave, or leave with reduced or no pay.
8. Employees may carry over a maximum of 80 hours. Hours in excess of the carry over limit must be used by the last day of the pay period that includes March 31 of each year; except that:
  - a. Snow Removal. Employees who accumulate comp-time during the months of December, January, February, and March as a result of snow removal may submit a written request to the payroll office to have the hours accumulated during these months carried over up to the last day of the pay period following September 30;
  - b. Work Needs Limit Ability to Use. The Mayor may authorize an amount to carry-over up to the last day of the pay period following September 30 when work needs limit the ability to use comp-time; or
  - c. Department heads may establish earlier required use dates.
9. Hours not used by the approved use deadlines are paid out to the employee and the comp-time account balance is reset.
10. Upon separation from employment, remaining comp-time is paid to the employee. Comp-time hours are not forfeited by the employee.

**R. CALL-OUT PREMIUM PAY**

1. Full-time regular status, FLSA non-exempt employees are eligible to receive call-out premium pay when called-out.
  - a. Called-out or call-out means a supervisor's or authorized individual's request/requirement for an employee to:

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- 1) Return to work after he or she has left work and less than 24-hours advance notice has been given;
  - 2) Work at a time not otherwise scheduled and less than 24-hours advance notice has been given;
  - 3) Respond to a call-out while on-call rotation for the division; or
  - 4) Perform certain defined weekend/evening tasks as part of the on-call rotation for the division.
- b. Called-out or call-out does not refer to:
- 1) Requirement to modify a work schedule or work a different work schedule and at least 24-hours advance notice has been given;
  - 2) An employee, who at the request of another employee, voluntarily covers such employee's shift, regardless of the advance notice given;
  - 3) A mutual agreement between a supervisor and employee to modify a work schedule in exchange for a schedule concession (i.e. come into work early in exchange for leaving early on the same day) regardless of the advance notice given;
  - 4) Any situation where an employee provides incidental assistance while present in the work place for non-work purposes such as when an employee is golfing and while waiting for his t-time shows a co-worker how to ring in a concession sale;
  - 5) A requirement to stay in the work place and work additional hours at the end of the workday; or
  - 6) An employee responding to inquiries via telephone or other electronic communications or remote access when doing so does not requiring the employee to physically return to the work place.
2. Call-out premium pay is equal to 1½ times the employee's hourly rate of pay or is paid to the employee as accrued comp-time.
3. When called out, an employee is paid a minimum of 2 hours at the premium rate for the first call-out event in a single day, even if the actual time worked is less. If an employee receives several calls within the two hour time frame or while en route home at the conclusion of the last call, it is considered one call-out. If an employee returned home and received another call-out it is considered two call-outs.
4. Travel time when called out is included in the ~~2-hour~~ 2-hour minimum. However, if the call-out assignment actually required more than 2 hours of work, employees may be paid for travel time occurring within the Tooele City limits (i.e. an employee living outside of Tooele City limits is not paid for travel time getting to/from Tooele City but may be paid for travel time once Tooele City limits is reached). The exception to Tooele City limits is when responding to a site outside of the Tooele City limits such as water wells, wastewater treatment plant,

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etc., in which case if the call-out assignment actually required more than 2 hours of work, the employee may be paid for up to 15 minutes for travel each way.

5. If an employee is absent from work and using paid leave (i.e. comp-time, annual leave, or sick leave) and is called out to work, the approved absence and paid leave is cancelled. There is no duplication of paid leave and hours worked.

S. ON-CALL ROTATION PREMIUM PAY / ON-CALL EMPLOYEE

1. Water, waste water, streets, and investigation divisions require that at least one employee be able to respond to emergency and some non-emergency services around the clock, 365 days a year. Designated employees are required to take part in an on-call assignment on a rotational basis. The on-call rotation format should be as flexible as possible, with the aim of giving employees as much opportunity as possible to coordinate their rotational commitments with their private lives. However, this flexibility can only remain if the necessary coverage is achieved. Tooele City reserves the right to designate the rotational assignment if coverage cannot be achieved by agreement of those on it.
2. FLSA non-exempt employees are provided on-call premium pay while serving the on-call rotational assignment. The on-call premium pay is a daily amount that is established each year with the fiscal budget. On-call pay is included in the employee's regular rate of pay for calculating overtime.
3. The on-call employee is able to use his/her time in pursuit of personal activities subject to the following:
  - a. The employee must carry a telephone or other communication device which Tooele County Dispatch or Tooele City officials call when emergency services are needed outside of the normal work hours;
  - b. The employee is expected to answer all calls and whenever possible, avoid having them go to voicemail. Tooele City recognizes that there may be situations where it is necessary or appropriate for a call to go to voicemail. The employee is expected to check the phone to ensure there are no messages and if there are, return the call immediately.
  - c. The employee must remain in a condition to respond in a safe manner including abstain from alcohol or other substances which would impair ability to safely respond; and,
  - d. When called and response to a work site is necessary, the employee must respond in a timely manner. As a general guideline, timely manner means the employee is en route to the site within approximately 5 minutes and arrives on scene within 30 minutes unless told that a longer response time is acceptable.



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- 1) Although this is not an inclusive list, the following are examples:
  - (a) Dispatch calls the wastewater on-call phone to report a sewer back-up. This is an emergency and the employee is expected to respond immediately and arrive on scene within 30 minutes. An even quicker response time would be preferred.
  - (b) Dispatch calls the streets on-call phone to report that a large pot hole came apart and multiple cars have incurred damage from the pot hole. This is an emergency and the employee is expected to respond immediately and arrive on scene within 30 minutes.
  - (c) Dispatch calls the streets on-call phone in the early morning hours to report that snow removal is needed. Employees have been told that it is reasonable to immediately get up, take a quick shower, grab a cup of coffee, make a lunch, and then report to the shop. The supervisor has stated that a longer response time is appropriate because they will be working up to 12 hours.
  - (d) The Mayor calls the water department on-call phone to report that she/he noticed some water running but that he thinks it may be a minor problem. The employee was asked to take a look at it sometime this morning to see if there is a leak. The Mayor told the employee that it was reasonable to respond "sometime this morning."
4. The department head, with approval from the Mayor, may discontinue on-call requirements as necessary to adjust for work and seasonal requirements.
5. An employee who is on-call and does not respond in accordance with the on-call provision may be subject to disciplinary action.
6. An employee who is unable to meet the on-call requirements of the position may be subject to disciplinary action, up to and including dismissal from employment.

**T. DAYLIGHT SAVINGS TIME CHANGES**

One hour worked is granted when an employee works through the time change from daylight savings to standard time (fall). One hour of Administrative Pay is granted when a work shift would otherwise be adversely affected by the time change from standard to daylight savings time (spring).

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- U. PHONE ALLOWANCE & AFTER HOUR WORK ON SMART-PHONES, I-PADS, LAPTOP COMPUTERS, AND OTHER TECHNOLOGY FOR FLSA NON-EXEMPT EMPLOYEES
1. The Mayor may authorize that in lieu of a City-issued cell phone, an employee be paid a phone allowance at a rate established with the fiscal budget.
  2. Technology has created circumstances whereby a FLSA non-exempt employee may perform work outside of his/her normal work schedule or work location. When such work is not de minimis, see definition above, the time must be recorded on the time report as hours worked. Examples of such situations include:
    - a. The employee has a technological device such as a smart phone, cell phone, personal data assistant, etc. and checks and/or responds to work-related messages after their normal work hours;
    - b. The employee accesses the City network remotely to complete a work task; or,
    - c. The employee is called at home and asked to complete a work task, give instructions, or relay information.
  3. Supervisors may restrict or prohibit an employee from using technological devices outside of their normal work hours.
- V. FLSA EXEMPT EMPLOYEES' COMPENSATION
1. FLSA exempt employees are paid on a salary basis. Exempt employees are expected to work an agreed upon schedule, generally consisting of at least five, eight-hour days within the workweek, which may be modified as necessary.
  2. Deductions from a FLSA exempt employee's salary are permitted as follows:
    - a. Accrued sick or annual leave benefits are reduced in full day increments for full day absences. Partial day salary reductions are not permitted, except:
      - 1) If accrued paid leave benefits are exhausted, the employee's salary may be reduced in full day increments;
      - 2) If the employee is absent due to an illness or disability covered by the Family and Medical Leave Act or a City Approved Leave of Absence, including work-related accident or illness, the employee's sick or annual leave bank will be appropriately reduced in less than full day increments as necessary to provide that the employee receives 100% of their salary through a combination of paid leave, wages, and insurance payments. When leave benefits, insurance payments, or a combination thereof are exhausted, the salary may be reduced in less than full day increments.

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- b. If the employee hires or separates employment mid week, the salary is prorated;
  - c. For absences resulting from business decisions such as temporary office closures, Tooele City may reduce the salary in full week increments if the employee performs no work for the entire week;
  - d. To offset amounts employees receive as jury or witness fees, or for temporary military duty pay;
  - e. For absences due to a budget required furlough of one or more full days and in full day increments only;
  - f. For unpaid disciplinary suspensions of one or more full days if imposed in good faith for workplace conduct rule infractions or imposed in good faith for infractions of safety rules of major significance. A 2½ -day suspension, for example, is not permitted but three (3) full days is; or
  - g. Any other purpose permitted by law.
3. See Overtime above for policy regarding overtime pay for FLSA exempt employees.
4. Safe Harbor Rule. Improper pay reductions are prohibited. If an exempt employee believes that his/her pay has been improperly reduced, he/she must file a written complaint with the human resource office. The human resource office will review the complaint and issue a finding. If the employee's pay was found to have been improperly reduced, Tooele City will correct the error and will make a good-faith commitment to prevent such error from reoccurring.

**W. PAY ADVANCEMENTS**

An employee may not receive a pay advancement.

**X. SEVERANCE PAY**

- 1. Regular Employees. A regular employee who has completed his/her orientation period and is separated from employment due to a reduction of force through no fault of the employee will be paid two (2) weeks severance pay if such a separation requires immediate action and thereby does not permit a two-week notice. Separation following two (2) weeks notice does not give rise to severance pay.
- 2. Appointed Employees. An appointed employee who is dismissed other than for good cause or asked to resign or retire will receive severance pay that is equal to (90) ninety-working days pay. The City's payment of severance shall be in exchange for the employee's release of all claims against the City related to his/her City employment, asserted or unasserted, except ~~where~~ as prohibited by federal or state law (for example, the Age Discrimination in Employment Act of

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1967). The release of claim documentation shall be coordinated with the City Attorney's Office and signed by the employee prior to payment.

**Y. WORK PERIOD & WORK DAY**

1. General Workforce. The normal work period for employees is 40 hours in a 7-calendar-day period. The standard work period begins at 12:01 a.m. Sunday and ends at midnight the following Saturday.
2. Police Officers. The normal work period for Police Officers is 84 hours in a 14-calendar-day period. The work period begins at 12:01 a.m. Sunday and ends at midnight on the second Saturday of the period. *(Effective February 6, 2005.)* This provision does not restrict the police department from limiting work hours for police cadet or those waiting to enter POST training as work hours are established to meet the needs of the department and are generally commensurate with the specific training assignment. For pay purposes, all hours worked are recorded and counted on the day that the officer started his/her shift. For example, if an officer's ~~42-hour~~ 12-hour shift started at 5:00 p.m. on Monday, the officer will record 12 hours on Monday even though the shift continued past midnight and into Tuesday.

**Z. PAY DAY**

Employees are paid every two weeks, on or before the Friday following the end of the pay period.

**AA. APPROVING PAY CHANGES**

Any change in pay is made by the use of a Personnel Action Report. Any action will be considered invalid until the Personnel Action Report is completed and all signatures are obtained indicating approval of the change. Global pay adjustments, such as COLA adjustments, do not require the use of a Personnel Action Report.

**BB. TIME REPORT (TIME CARD) & RECORDING HOURS**

1. A time report/card is an invoice to Tooele City for hours worked.
2. Ensuring that time is accurate is the responsibility of each employee and his/her supervisor. Time reports need to be approved and ready for payroll by 12:00 p.m., Monday, following the end of the pay period unless called for earlier due to a holiday or other circumstance. Reports received late may be processed the following pay period. If an employee is unavailable or unable to complete or approve a time card, it may be completed for the employee by the department head, supervisor, or Human Resource/Payroll Department. Attempts should be made to obtain the employee's approval when available.
3. Electronic time keeping systems are in place throughout the City and are the preferred method for collecting and reporting hours worked. When such systems are down or unavailable, paper time cards should be used.



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4. Working without clocking in or accurately accounting for work hours ("off the clock work") is prohibited.
5. Buddy punching is prohibited. Other than the supervisory staff members or authorized payroll administrators, no one may clock in/out for another individual under any circumstance. Such an action is a violation of City Policy, is dishonest, and is a falsification of time records. Employees are expected to not give their ID card to any co-worker to swipe for them. Employees are expected to not ask another employee to put in his/her employee number to clock him/her in. Employees have the opportunity to make a correction later or have his/her supervisor make entries under the supervisor's login.

**CC. DIRECT DEPOSIT**

Receiving payroll via direct deposit is a condition of employment. Employees need to complete a direct deposit authorization form prior to the City processing their first paycheck. Exceptions include payment for the first pay period, when a change or pre-notice is necessary for an employee, when it is determined that issuing a check is in the best interest of the City, issuing a check is a **one-time only** payment to an individual.

**DD. EMPLOYEE VERIFICATION OF PAYCHECK ACCURACY**

Employees are responsible for reviewing their pay checks and information on the paycheck for accuracy. Any discrepancies or concerns should be reported to payroll by the pay period following that in which the change was to have been effective. Tooele City reserves the right to decide what, if any retroactive adjustments will be made, and as a general rule the City does not make retroactive adjustments outside of the current fiscal year.

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**A. PURPOSE**

Normal day-to-day discussions between an employee and a supervisor regarding working conditions and employment-related matters are the most constructive and expeditious means of developing and enhancing favorable and effective work relationships. Tooele City encourages employees and supervisors to attempt resolution of a situation by using informal problem-solving techniques before filing a grievance pursuant to this Section.

This Section outlines the policy and procedures to be used if an employee declines to use informal means to resolve certain eligible grievances, or has done so but the concern was not resolved to the employee's satisfaction.

**B. GRIEVANCE**

1. The following may be grieved pursuant to this Section:

- a. Issues of violation of law, committed by the City that adversely affects the grieving employee. This includes, but is not limited to, issues of illegal discrimination, illegal pay practices, illegal retaliation, etc.;
- b. Issues of differences of interpretation or violations of the policies and procedures set forth in this Manual, committed by the City, that adversely affect the grieving employee;
- c. Regular status employees, as defined in Section 4 herein this Manual, may also grieve an adverse employment action that affects him/her if the adverse action occurred after the employee successfully completed his/her orientation period. Adverse employment actions are defined as:
  - 1) Involuntary separation/dismissal;
  - 2) Written reprimand;
  - 3) Suspension without pay;
  - 4) Involuntary transfer to a position of less remuneration. "Less remuneration" is defined as a reduction in the employee's current hourly equivalent rate of pay and does not include any premium pay, differential pay, or overtime pay. Movement to a lower salary grade or red-circle pay status does not constitute less remuneration for purposes of this Section;
  - 5) Involuntary demotion to a position of less remuneration; or,
  - 6) For purposes of this Manual, a Significant Incident Record (SIR), verbal warning, or a written corrective action plan, in and of itself, is not considered an adverse employment action.
- d. Appointed employees may grieve their involuntary separation or dismissal pursuant to Section 2-10 of the Tooele City Charter, as amended.

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2. The grievance procedure is as follows:

a. STAGE 1 –

**Filing Procedure.** An employee may initiate a formal grievance by submitting Tooele City's Statement of Grievance Form, to the Stage 1 supervisor within 20 working days after the act or occurrence or the date the employee became aware of the act or occurrence that caused the employee to be aggrieved. In an extenuating circumstance, the Stage 1 supervisor may consider a grievance received after the deadline if extenuating circumstances exist except that, for purposes of this Section, an employee may not grieve matters that occurred more than one year prior.

The Stage 1 supervisor is the first supervisor within the Department who has authority over the matter at issue. This is usually the supervisor who made the decision or committed the act or omission about which the employee is grieving. Examples:

- Disciplinary action is initiated by the employee's immediate supervisor; the immediate supervisor is the Stage 1 supervisor.
- Disciplinary action is initiated by the employees' department head (not the supervisor); the department head is the Stage 1 supervisor.
- A department head is believed to have violated a policy set forth in the Manual that adversely affected the grieving employee; the department head is the Stage 1 supervisor.

**Decision.** As soon as possible, but no later than 15 working days after receipt of the grievance, the Stage 1 supervisor must inform the employee in writing of the decision and the reasons therefore. This time limit may be extended for good cause, provided the Stage 1 supervisor, or in the absence of the Stage 1 supervisor a higher stage supervisor, advises the employee that the decision will be delayed and the expected date of the decision.

**Failure to Issue Timely Decision:** If the Stage 1 supervisor fails to issue a decision within the applicable time limits and the employee has not been notified of a need for extension, the employee may, at his or her option, proceed directly to Stage 2 within 15 working days of the expiration of the time limit.

b. STAGE 2 –

**Filing Procedure.** If the Stage 1 supervisor does not resolve the matter to the grieving employee's satisfaction, the employee may request further consideration of the grievance by submitting Tooele City's Statement of Grievance Form, to his/her Stage 2 supervisor, if one so exists, within 15

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working days. The Stage 2 supervisor is the individual who has supervision over the Stage 1 supervisor. This may be a Lieutenant, Captain, Department Head, or the Mayor, for example.

**Decision.** As soon as possible, but no later than 15 working days after receipt of the grievance, the Stage 2 supervisor must inform the employee in writing of the decision and the reasons therefore. This time limit may be extended for good cause, provided the Stage 2 supervisor or, in the absence of the Stage 2 supervisor, a higher-level supervisor, advises the employee that the decision will be delayed and the expected date of the decision.

**Failure to Issue Timely Decision.** If the Stage 2 supervisor fails to issue a decision within the applicable time limits, the employee may, at his or her option, proceed directly to Stage 3 within 15 working days of the expiration of the time limit.

c. STAGE 3a, 3b, etc.

**Filing Procedure.** An employee may request that the grievance be reviewed by a higher-level supervisor, if one so exists, by following the Stage 2 procedure for each consecutive supervisor, up to the Mayor, and replacing the terms "Stage 2 supervisor" with "Stage 3a supervisor, Stage 3b supervisor, etc."

Examples:

	Police Sergeant has authority over the matter at issue	Police Lieutenant made the decision and Sergeant does not have authority over the matter at issue	Police Sergeant has authority over the matter at issue. No Captain exists at the time.	Supervisor has authority over the matter at issue	Department Head made the decision and Supervisor does not have authority over the matter at issue	Mayor made the decision and Department Head does not have authority over the matter at issue
Stage 1	Police Sergeant	Police Lieutenant	Police Sergeant	Supervisor	Department Head	Mayor
Stage 2	Police Lieutenant	Police Captain	Police Lieutenant	Department Head	Mayor	
Stage 3a	Police Captain	Chief of Police	Chief of Police	Mayor		
Stage 3b	Chief of Police	Mayor	Mayor			
Stage 3c	Mayor					
Appeal Board	Some matters at issue may be appealed to the Appeal Board as described herein this Section.					



**GRIEVANCE**  
Revised December 2022

SECTION: 13

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- d. **Alternative Procedure for Discrimination Complaints.** Employees may file a discrimination complaint through this Grievance procedure; or, if it is alleged that the discrimination is being conducted by an individual to whom the complaint would be filed, the employee may choose to file a complaint directly with the Director of Human Resources, City Attorney, or the Mayor by submitting Tooele City's Statement of Grievance Form or by other written or verbal notification. In such cases, the complaint will be reviewed to determine if further investigation is either warranted or needed. Tooele City's desire is to review such complaints expeditiously but the time periods will vary based on the nature and complexity of the complaint.
- e. **Alternative Procedure for Harassment or Retaliation Complaints.** Employees may file a complaint of harassment or retaliation pursuant to this Section or pursuant to Section 16: No-Harassment & No-Retaliation. In such cases, the complaint will be reviewed to determine if further investigation is either warranted or needed. Tooele City's desire is to review such complaints expeditiously but the time periods will vary based on the nature and complexity of the complaint and the procedure will be as specified in that Section.

C. APPEAL BOARD

- 1. Regular status employees who have completed their orientation period may appeal the following to the Appeal Board:
  - a. After exhausting the formal grievance procedural steps identified in part B above:
    - 1) Involuntary separation (i.e. termination or dismissal);
    - 2) Suspension without pay for more than two days;
    - 3) Involuntary transfer from one position to another with less remuneration;
    - 4) Involuntary demotion to a position of less remuneration; or
  - b. Any adverse employment action if the Mayor failed to render a decision in accordance with part B above.
- 2. The Appeal Board will conduct its hearings in accordance with the procedures set forth in the Tooele City Code.
- 3. Appeals to the Appeal Board must be submitted on Tooele City's Statement of Grievance Form, and received by the City Recorder's Office within ten (10) working days after receiving the Mayor's decision or after the Mayor's decision should've been received. The City Recorder will promptly refer a copy of the

**GRIEVANCE**  
Revised December 2022

SECTION: 13

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appeal to the Appeal Board members. Upon receipt of the appeal, the Appeal Board will have up to twenty (20) working days to schedule a hearing.

4. Appealing employees have the right to appear before the Appeal Board in person, to be represented by legal counsel, to present their own witnesses and evidence, to have a public hearing, to confront the witnesses whose testimony is to be considered, and to examine the evidence to be considered by the Appeal Board. Appealing employees do not have the right to require the City to compel the attendance of witnesses not under the City's direct control.
5. The defending City representative has the right to appear before the Appeal Board in person, to be represented by counsel, to present their own witnesses and evidence, to confront the witnesses whose testimony is to be considered, and to examine the evidence to be considered by the Appeal Board.
6. The Appeal Board may determine the following:
  - a. Whether the appealing employee was afforded adequate due process;
  - b. Whether the adverse employment action was lawful;
  - c. Whether the adverse employment action was supported by substantial evidence; and,
  - d. Whether applicable, established Tooele City Policies and Procedures were substantially followed.
7. The Appeal Board may not decide an appeal based upon an interpretation of law or policy different from that of managers, override or modify policy previously approved by the City Council by ordinance, override or modify duly enacted laws or regulations, or render findings based on superceded laws, policies, procedures, or practices.
8. Each decision of the Appeal Board is by secret ballot. The Appeal Board will communicate to the City Recorder the results of the vote within five (5) working days from the date the appeal hearing. For good cause, the Appeal Board may extend the 5-day period to fifteen (15) working days. The City Recorder, in turn, will communicate the decision to the appealing employee and to the Mayor.
9. If the Appeal Board finds in favor, in full or in part, of the appealing employee, the Appeal Board must provide that the employee receives:
  - a. The employee's salary for the period of time during which the employee is discharged or suspended without pay;
  - b. Any deficiency in salary for the period during which the employee was transferred or demoted to a position of less remuneration; and,
  - c. May provide that any reinstatement of salary be offset by any compensation

**GRIEVANCE**  
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the employee received from other sources such as unemployment, disability, or other employment during the pendency of the appeal. Insurance reinstatement is under the control of the respective insurer and reinstatement may still result in the employee being subject to re-hire status, pre-existing condition clauses, etc.

10. The Appeal Board will deliver to the City Recorder written findings supporting the majority vote.
11. The City Recorder will keep a record of the appeal and the appeal proceedings. This record will include, among other things,
  - a. The marked ballots;
  - b. The findings;
  - c. Any recording of the appeal proceedings; and,
  - d. All evidence and materials submitted to the Board by the City and by the appealing employee.

**D. COURT OF APPEALS**

The result of the Appeal Board's secret ballot vote may be appealed by either the City or the appealing employee to the Utah Court of Appeals by filing with that Court a Notice of Appeal pursuant to U.C.A. §10-3-1106 (1953), as amended. In the event an appeal is filed with the Court of Appeals, the decision of the Appeal Board, including payment of back wages, will be automatically stayed from the date of the Appeal Board's vote until a ruling has been rendered by the Court of Appeals.

**E. COSTS**

Each party pays its own costs and legal fees associated with any grievance or appeal.

**F. NOTIFICATION WHEN EMPLOYEE IS NOT AVAILABLE FOR HAND DELIVERY**

For purposes of this Section, if an individual is not available for hand delivery of a notice or other communications, Tooele City may deem that respective communications were received on the date that the notice was sent to the e-mail address or three days after the notice was mailed by US Postal Service. Notice to any agent acting on behalf of or representing the employee, as listed on the submitted Tooele City Statement of Grievance Form or through other legal notice, will be deemed to be notice to the employee.

**G**

## OUTSIDE EMPLOYMENT

Revised December 2022

### SECTION: 14

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#### A. POLICY

1. Employees may engage in employment outside of their work hours if such employment:
  - a. Does not interfere with the proper and effective performance of their official duties or affect their independence of judgment in the exercise of their official duties;
  - b. Does not have the potential to impair physical and mental capability of the employee to perform their official duties nor have the potential to create a safety concern (such as insufficient sleep, etc.); and,
  - c. Does not present potential conflict of interest for the employee or Tooele City.
2. Employee must give priority to their employment with Tooele City.
3. The Police Department Policies & Procedures Manual may provide additional information regarding outside employment of sworn law enforcement officers.

#### B. DEFINITIONS

For purposes of Section, “outside employment & employed/employment” means the receipt of wages, compensation or other consideration of value from another employer, organization, or individual other than Tooele City for services, product(s) or benefits rendered. It also includes those employees who are self-employed, and/or have a substantial interest or ownership in a business. This does not include volunteer services.

#### C. DISCLOSURE REQUIREMENTS

The Utah Municipal Officers’ and Employees’ Ethics Act, as amended, requires public officials and employees of the municipality to make certain disclosures both prior to and annually thereafter certain actions. Outside employment, in some circumstances, falls under this requirement. (See Section 0: Ethics & Conflicts of Interest herein this Manual)

To comply with State Code and ensure compliance with Tooele City’s Outside Employment policy, employees considering or engaged in outside employment shall complete and submit to their department head the Outside Employment Disclosure Form which provides certification that the outside employment complies with State Code and this policy.

Employees shall submit a new Disclosure if the circumstances relevant to the original disclosure change.



## **OUTSIDE EMPLOYMENT**

Revised December 2022

### **SECTION: 14**

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#### **D. DENIAL OR REVOKATION OF PRIOR APPROVAL**

In the event Tooele City determines that outside employment does not comply with State Code or this policy, a statement of the reason and/or notice of policy violation shall be given to the employee.

Tooele City reserves the right to revoke any previous approval at any time. Notice of revocation shall be provided to the employee in writing with an explanation.

#### **E. WORKING OUTSIDE EMPLOYMENT WHILE ABSENT FROM TOOEELE CITY**

Employees should reference appropriate policies regarding paid leave benefits to determine any limitation on use of paid leave benefits while working outside employment.

**H**

## HOLIDAYS

Revised ~~June 2022~~December 2022

### SECTION: 23

#### A. PURPOSE

This Section specifies the days Tooele City provides time off with pay to eligible employees for recognized holidays (“Holiday Pay” or “Paid Holiday”) and related policy matters.

#### B. PAID HOLIDAYS

The following days are designated as paid holidays for eligible employees:

January 1	New Year’s Day
Third Monday in January	Observed as the anniversary of the birth of Dr. Martin Luther King, Jr., also known as Human Rights Day.
Third Monday in February	Presidents’ Day
Last Monday in May	Memorial Day
While celebrated on June 19, under Utah State Law, if the holiday falls on a Tuesday, Wednesday, Thursday or Friday it will be observed on the preceding Monday. If the holiday falls on a weekend, it will be observed the following Monday.	National Freedom Day. Observed in honor of the emancipation of enslaved African Americans in the US, also known as Juneteenth and Emancipation Day.
July 4	Independence Day
July 24	Pioneer Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veterans’ Day
Fourth Thursday in November	Thanksgiving Day
Generally the Fourth Friday in November	Friday After Thanksgiving Day
December 25	Christmas Day

#### C. HOLIDAYS ON WEEKENDS

Excluding National Freedom Day, when a holiday falls on Saturday, the preceding Friday shall be the holiday. When a holiday falls on a Sunday, then the following Monday shall be the holiday. The exception is for sworn law enforcement officers normally assigned to patrol duty; the holiday will be the actual date of the holiday and for holidays worked, it will be recognized for employees whose shift begins on the date of the holiday.

#### D. HOLIDAY ON NORMAL DAY OFF

When a holiday falls on a normally scheduled day off, another day is substituted. The substituted day must be in the pay period prior to, during, or immediately following the pay period in which the original holiday occurred. The exception is for sworn law enforcement officers normally assigned to patrol duty. See Section 9: Compensation for information regarding holiday buyback for patrol officers.

## HOLIDAYS

Revised ~~June 2022~~ December 2022

### SECTION: 23

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#### E. FLSA EXEMPT WORK A HOLIDAY

When an FLSA exempt employee works on a designated holiday, another day may be substituted. The substituted day must be in the pay period prior to, during, or immediately following the pay period in which the original designated holiday occurred.

#### F. SPECIAL CONSIDERATIONS

##### 1. **Hire & Termination Date.**

Hire and termination dates may not be set to provide an employee with a paid holiday if the employee does not work their scheduled shift before and after the recognized holiday.

For example, if a termination date is set to be the day after the holiday and the employee plans to use paid leave for that final day as opposed to actually working, the termination date should be the last work day before the paid holiday. Additionally, if the employee “calls-in” the day after the holiday, the City may retroactively set the termination date to the day before the holiday.

##### 2. **Paid Holiday Benefits Coordination with Other Leave & Unpaid Leave.**

See Section 27: Family and Medical Leave Act & City Approved Leave of Absence for benefit eligibility. If while on approved leave, the employee remains eligible for benefits, paid holiday benefits may be coordinated with other payments in an amount needed to bring the employee up to, but not greater than, 100% of their normal pay, rounded to the nearest quarter of an hour.

For example, an employee normally works 8 hours and is receiving short-term disability benefit payments that replaces 70% of salary. The employee receives 2.25 paid holiday hours representing the other 30% ( $8 \times 30\% = 2.4$ , rounds to 2.25). The human resource office can assist with making these calculations as needed.

**I**



**DRIVING & CITY VEHICLES**  
Revised ~~November-December 2022~~4

SECTION: 39

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A. PURPOSE

The purpose of Section is to:

1. Set ~~A~~authorized ~~D~~driver standards;
2. To identify some rules relevant to use of vehicles; and,
3. To comply with IRS laws regarding taxation of commuter use of City vehicles.

B. AUTHORIZED DRIVERS & STANDARDS

1. ~~Tooele City's~~The human resource office maintains the City's roster of authorized drivers. In general, only authorized drivers may drive a City vehicle or their personal vehicle for City business. City business means driving at the direction of, or for the benefit of, the City. It does not include normal commuting in a personal vehicle to and from work. Limited circumstances may be approved on a case-by-case basis where someone not on the authorized driver roster may drive for City business such as a member of the community agreeing to drive an elected official in a parade.
2. To be an authorized driver, the employee must:
  - a. Be at least 17 years old and had a driver's license (not learner's permit) for at least 12 months;
  - b. Possess and maintain a valid Utah Driver's License with any job required endorsement, or for individuals who possess a valid out of State license, obtain a valid Utah Driver's License with any job required ~~endorsements~~ within endorsements within 6 months;
  - c. Possess and maintain a valid Commercial Driver License (CDL) and a valid Medical Certification Card for jobs requiring a CDL (Tooele City has adopted this requirement despite the Excepted Provision for Interstate travel); and,
  - d. Possess and maintain a driving record that is acceptable to Tooele City's risk management and insurability expectations and report violations or problems relevant to their driving record or license.
    - (1) Tooele City works cooperatively with our insurance provider to determine driver risk factors. Driver's license records, criminal history records relating to driving and vehicle operations, and City's records relating to driving are an essential component in the evaluation.

**DRIVING & CITY VEHICLES**  
Revised ~~November~~ December 2024

SECTION: 39

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- (2) Tooele City and/or Tooele City's general liability insurance provider or agents reserve the right to request and review at any time, the driving records of any prospective or current driver and to revoke driving privileges for Tooele City at any time.
- (3) Drivers may be asked to complete an annual License Certification and Self-disclosure Report of any accidents, violations, driving records, traffic convictions and forfeitures; or pleas in abeyance. Failure to do so may result in revoking of driving privileges.
- (4) Authorized drivers who incur an at-fault accident or violation, on- or off-duty, must notify his/her supervisor by the beginning of the next shift. For serious violations such as alcohol related violations, driving while impaired, refusal to test, or evading an officer, the driver must ~~also immediately~~ also immediately discontinue operation of the City vehicle or personal vehicle for business purposes, and not drive until being notified of the status of his/her continued driving privileges. Failure to do so may result in disciplinary action, up to and including dismissal.
- (5) Authorized drivers whose driver's license is revoked or suspended must notify his/her supervisor by the beginning of the shift immediately following the revocation and must immediately discontinue operation of the City vehicle or personal vehicle for business purposes. Failure to do so may result in disciplinary action, up to and including dismissal. Employees are responsible for knowing if their license is valid and for keeping their address and other records current with the Utah Driver's License Division.

**C. VEHICLE ACCIDENTS**

1. Accidents occurring in a City vehicle must be immediately reported to law enforcement if it involves personal injury or damage to the property of another vehicle. The employee shall remain at the scene of the accident until law enforcement has responded or given instruction, unless emergency medical attention is needed. The accident must be reported promptly to the driver's supervisor or department head. Accidents involving no personal injury or involving damage only to a City vehicle need not be reported to law enforcement, but must be reported promptly to the driver's supervisor or department head.
2. Accidents occurring in personal vehicles while on City business must follow the law for reporting accidents and must be reported to the supervisor or department head by the beginning of the next work shift. Because insurance follows the

**DRIVING & CITY VEHICLES**  
Revised ~~November~~ December 2024

SECTION: 39

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vehicle, accidents in personal vehicles, even on City business, fall on the employee's personal insurance. Tooele City, at their sole discretion and given the totality of the circumstances, may elect to reimburse the employee for their deductible if the vehicle was determined to be damaged and the accident was not the employee's fault.

3. Failing to stop after an accident and/or failure to report an accident may result in revocation of driving privileges as well as disciplinary action, up to and including dismissal from employment.
4. City employees involved in accidents while not acting in the "course and scope of employment" are responsible for all liabilities arising from the accident.
5. Tooele City's Drug Free Workplace Policy identifies when post-accident drug/alcohol testing is required.

D. **TICKETS & FINES ~~RECEIVED~~ INCURRED WHILE WORKING**

Tickets and fines incurred by a City driver due to incidences that were within the employee's control are paid by the employee not Tooele City.

E. **DRIVER SAFETY RULES**

The following is not an exclusive list of rules relating to driver safety but represents some of the more common requirements applicable to our workforce. Exceptions apply to public safety vehicles. The Tooele City Police Department Policies & Procedures outline rules relevant to their driver safety standards.

1. Safe & Courtesy. Drivers are expected to operate the vehicle in a safe manner and drive defensively to prevent injuries and property damage. Drivers are expected to drive in a courteous manner.
2. Laws. Drivers are expected to obey all state and local laws. This includes overnight street parking during winter months.
3. Impaired Driving. Drivers are not to operate a City vehicle when illness, fatigue, injury, prescription medication, over-the-counter medication, intoxicants, alcohol, drugs, or other conditions have impaired his/her ability to do so safely.
4. Seat Belts. Drivers and all passengers must wear properly adjusted and fastened safety belt systems while driving or riding in City vehicles or the employee's personal vehicle when driving for business purposes, even if air bags are available. Drivers are responsible for ensuring that passengers wear properly adjusted and fastened safety belts.
5. Smoking. Drivers and passengers may not smoke in City vehicles nor may they

**DRIVING & CITY VEHICLES**  
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hold their lit cigarette/e-cigarette outside of the vehicle window, door, or other opening.

6. Distracted Driving. Drivers may not engage in distractions while driving such as texting, operating electronic devices unless carrying out official duties (such as police officers), eating, applying makeup, etc.
7. Securing Vehicle/Unattended Vehicles. Drivers are responsible for the security of assigned vehicles. No vehicle may be left unattended with keys in the ignition unless required for their job and only if the door is locked and a second set of keys is used. When a vehicle is otherwise left unattended, the vehicle engine should be shut off, ignition keys removed, and vehicle doors locked.
8. Securing Loads. Drivers are responsible for securing any load or materials transported in or by a City vehicle.

F. EXPECTATION OF PRIVACY

Employees have no expectation of privacy in City vehicles because they are City property. The City reserves the right to search City vehicles at any time, for any purpose, at any location, with or without notice.

G. GLOBAL POSITIONING SYSTEM (GPS)

The City reserves the right to install GPS or other monitoring devices on City vehicles at any time, for any purpose, with or without notice. Employees may not tamper with any GPS or tracking device.

H. AUTHORIZED PASSENGERS

Passengers are limited to individuals who need to ride in the City vehicle to conduct City business. Children, family members, friends, etc. are not permitted to ride in City vehicles unless there is a business-related necessity.

1. Exceptions.

- a. Limited circumstances may be approved on a case-by-case basis where someone not on the authorized driver roster may drive for City business such as a member of the community agreeing to drive an elected official in a parade.
- b. In emergencies where the employee has a reasonable belief, based on totality of circumstances, that the life, safety, health, or physical welfare of an individual would be threatened without the security and/or transportation the vehicle could provide. Examples of such emergencies include, but are

**DRIVING & CITY VEHICLES**  
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not limited to accidents involving personal injury, acute illness, and actual and potential victims of crime and violence.

- c. In motorist passenger assistance where there is no immediate emergency, but under the circumstances, the employee has a reasonable belief that the failure to transport the motorist and/or passengers result in such person being left in real or potentially real danger, or would result in extreme inconvenience to them. The use of a City owned vehicle in such case is limited to transporting motorists and their passengers only to those places where they are reasonably safe, and have a reasonable opportunity to obtain continued help without further conveyance in a City owned vehicle.
- d. Sworn police officers are allowed to have passengers in their police vehicle subject to the Police Department Policies & Procedures Manual.

I. PERSONAL AND COMMUTER USE OF CITY VEHICLE

1. Personal Use of a City Vehicle

- a. Incidental personal use of a City vehicle in the course of the employee's daily assignments is generally allowed. Examples of incidental use include an employee stopping for a snack while en route from one job site to another or depositing a paycheck while on break and en route from one job site to another. If an employee is required by the City to commute in a City vehicle, incidental use may also include driving to/from lunch if reasonable and within close proximity to the assigned workplace.

The City vehicle may not be used for any personal use outside the employee's work hours except for incidental use to or from the employee's daily assignments such as stopping at the store while en route to/from work/home.

- b. Sworn police officers' personal use is outlined in the Police Department Policies & Procedures Manual. Such use is granted to benefit the community City by providing visibility and police response throughout the City. Such personal use is limited to use only within Tooele City limits. The Police Department Policies & Procedures Manual may provide additional information on personal use of police vehicles. Injuries sustained during personal use are not work-related injuries and are the officer's responsibility.
- b.c. Fire Chief and Fire Marshall/Emergency Management Supervisor personal use is granted to benefit the City by providing visibility and fire/emergency response throughout the City. Such personal use is limited to use only with Tooele City limits. The Fire Department Policies & Procedures Manual may

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## DRIVING & CITY VEHICLES

Revised ~~November~~ December 2022~~4~~

### SECTION: 39

provide additional information on personal use of fire vehicles. Injuries sustained during personal use are not work-related injuries and are the officer's responsibility.

#### 2. Commuter Use of a City Vehicle

- a. Commuter use of a City Vehicle is travel, not on work time, from the first trip outbound at the beginning of the work period and the last trip back home at the end of the work period and vice versa.
- b. The IRS considers commuter use of a City vehicle to be a taxable fringe benefit to the employee commuting in the City vehicle, whether as a driver or passenger, unless the vehicle is specifically excluded under the IRS law. Examples of vehicles excluded under the IRS law include police vehicles, fire trucks, snow plows, and a department's designated on-call vehicle when the employee is serving in the official on-call capacity.
- c. To calculate the value of the fringe benefit Tooele City has adopted the Commuting Valuation Rule, a flat \$1.50 each way (\$3 round trip) for employees who are required to commute in the City vehicle for the benefit of the City. Employees in the following positions may be required to commute in a City vehicle ~~year-round~~year-round or during specific seasonal periods to meet unique work needs:

- |                                |   |
|--------------------------------|---|
| • Parks Maintenance Supervisor | • Streets Supervisor                        |
| • Parks & Recreation Director  | • Water Distribution                        |
| • Public Works Director        | <del>Supervisor</del> <u>Superintendent</u> |
| • Facilities Maintenance Lead  | • Water Reclamation Superintendent          |
|                                | • Shops Supervisor                          |

In the event other positions require the employee to commute in an IRS non-excludable City vehicle or a position is removed from this list, a written memorandum signed by the Mayor shall be provided to the human resource office until such time this Section can be updated.

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**TOOELE CITY CORPORATION**

**RESOLUTION 2022-95**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH MOUNTAIN STATES FENCE TO INSTALL FENCING AT SEVERAL TOOELE CITY FACILITIES.**

WHEREAS, the City Council and City Administration desire to install a six-foot-tall perimeter fence ("Fence") at various locations, including two water tanks, several well houses, the public works facility, as well as installing electronic gates for the animal shelter, public works facility, Wigwam Park and the parks, recreation building, and the animal shelter; and,

WHEREAS, the City complied with the bid the procedures of §11-39-101 et seq., Utah Code Annotated, as well as Tooele City procurement policy, and the lowest responsive responsible bid was from Mountain States Fence for \$391,000 (see the Bid Tabulation attached as Exhibit A); and,

WHEREAS, a written agreement with Mountain States Fence is attached as Exhibit B:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the agreement (Exhibit B) with Mountain States Fence for the Fence, in the amount of \$391,000, is hereby approved, and that the Mayor is hereby authorized to sign the same.

This Resolution shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_, 2022.

TOOELE CITY COUNCIL

(For)

(Against)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

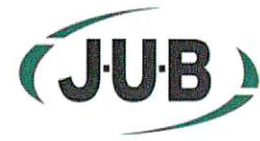
Approved as to Form:

\_\_\_\_\_  
Roger Evans Baker, City Attorney

## Exhibit A

### Bid Tabulation

TOOELE CITY  
FENCE UPGRADE PROJECT  
BID TABULATION



J-U-B ENGINEERS, INC.

11/21/2022

ITEM	DESCRIPTION	UNIT	QTY	Mountain States	Western Fence	Mountain States	Western Fence
				UNIT PRICE		PRICE	
	<b>Base Bid</b>					\$ 355,290	\$ 416,900
1	Mobilization	LS	1	\$ 14,175	\$ 83,380	\$ 14,175	\$ 83,380
2	Site Clearing and Grubbing	LS	1	\$ 0	\$ 4,800	\$ 0	\$ 4,800
3	Fence Installation	LF	5,600	\$ 37.90	\$ 35	\$ 212,240	\$ 197,120
4	Existing Fence Removal	LS	1,081	\$ 4.90	\$ 2.96	\$ 5,300	\$ 3,200
5	Manual Vehicle Gate Installation	EA	14	\$ 2,300	\$ 1,960	\$ 32,200	\$ 27,440
6	Man Gate Installation	EA	1	\$ 950	\$ 960	\$ 950	\$ 960
7	Electronically Operated Cantilever Gate	EA	5	\$ 18,085	\$ 20,000	\$ 90,425	\$ 100,000
	<b>Bid Alternate</b>						
8	Vertical Pivot Electronic Gate	EA	5	\$ 32,037	\$ 42,300	\$ 160,185	\$ 211,500
<b>Base Bid</b>						<b>\$ 355,290</b>	<b>\$ 416,900</b>
<b>Bid with Alternate</b>						<b>\$ 425,050</b>	<b>\$ 528,400</b>
<b>10% Contingency</b>						<b>\$35,710</b>	<b>\$ 42,505</b>
<b>Project Estimate</b>						<b>\$391,000</b>	<b>\$ 468,000</b>
							<b>\$ 52,840</b>
							<b>\$ 582,000</b>

Notes:

Mow curb, bid bond included in mobilization

Pivot gate price is based on all gates



**HELPING EACH OTHER  
CREATE BETTER COMMUNITIES**



**THE  
LANGDON  
GROUP**



**GATEWAY  
MAPPING  
INC.**

J-U-B FAMILY OF COMPANIES

November 23, 2022

Jamie Grandpre, Public Works Director  
Tooele City Hall  
90 North Main  
Tooele, UT 84074

RE: Bid tabulation on Fence Upgrade Project

Dear Jamie,

I have reviewed the bids on the Fence Upgrades project received on November 18, 2022. Of the two bids received, Mountain States Fence was the low bidder. In evaluating the bid, all information appears responsive to the bid request. Therefore, I recommend awarding the project to Mountain States Fence.

Base Bid Results:

- Mountain States Fence: \$355,290
- Western Fence: \$416,900

Additional items were included in the project bid such as a bid alternate for vertical pivot gates, bid bond and a project construction contingency of 10 percent. Therefore, I recommend a total project award of \$468,000.

It has been a pleasure working with you on this project. Feel free to call with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Andrew Hobson".

Andrew Hobson, P.E.  
J-U-B ENGINEERS, Inc.

## Exhibit B

### Mountain States Fence Agreement



## AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter "City"), and **Mountain States Fence [NAME] of 3737 South 500 West Salt Lake City, Utah 84115 [ADDRESS]**, a(n) **company [individual/company type]**, (hereinafter "Contractor") enter into this Agreement on the day of \_\_\_\_\_, 20\_\_ (the "Effective Date").

**Now, therefore, in consideration of the promises contained in this Agreement, the City and the Contractor agree to the following:**

1. Services (Scope of Work). The Contractor shall provide the following services to the City:

**See attached bid for Tooele City Fence Improvements**

2. Disclaimer of Right of Control. Contractor shall perform its duties competently. The City disclaims any right to control the Contractor's performance of the Services.
3. Compensation.
  - a. Rate. The City shall pay the Contractor the sum of **\$391,000** for fully performing the Services, pursuant to invoice.
  - b. Total Cost Contract. This Agreement is a "Total Cost Contract." The contract Rate includes all costs and expenses associated with the provision of the Services.
  - c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.
4. Term of Agreement. Contractor shall fully perform the Services by \_\_\_\_\_ **[DATE]**.
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
  - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$1,000,000.
  - b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any act or omission of Contractor or its agents in performance of this Agreement.
  - c. Contractor Workers Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. If Contractor is a sole proprietor, Contractor shall purchase and maintain workers compensation insurance or obtain an exclusion from Workers Compensation Fund of Utah.
  - d. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance and workers compensation insurance or exclusion to the City within ten (10)

days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence of insurance.

- e. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.
  - f. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.
7. Business License. If required by Tooele City Code §5-1-1 *et seq.*, Contractor shall obtain a Tooele City business license.
8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.
9. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

TOOELE CITY CORPORATION

CONTRACTOR

\_\_\_\_\_  
Debra E. Winn, Tooele City Mayor

\_\_\_\_\_  
Signature

Print Name/Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

\_\_\_\_\_  
Roger Evans Baker, Tooele City Attorney

(Revised 06/14/2022)





## UTAH RETIREMENT SYSTEMS POST-EMPLOYMENT/POST-RETIREMENT RESTRICTIONS ACT CERTIFICATION & RELEASE

Tooele City is a Utah Retirement System (URS) participating agency. As a participating agency, post-retirement employment/vendor/contractor rules apply. Post-retirement employment means returning to work either on our payroll or as a vendor/contractor for a URS participating employer following your retirement date with the Utah Retirement Systems. Different standards apply depending on whether you return to work within one year or after one year from your retirement date with URS.

You must separate from employment (including part-time and vendor/contractor arrangements) with any participating employer for one year following your retirement date with URS, unless eligible exclusions apply.

You are responsible for understanding post-retirement employment rules and ensuring there is no violation of such rules by providing services to Tooele City Corporation. **If you have any questions, call the URS office at 801-366-7770 or 800-695-4877 before you begin any work for or provide any services to Tooele City.**

### CHECK APPLICABLE BOX:

- ☐ Contractor (a sole proprietor) certifies that he or she is NOT a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.
- ☐ Contractor (on behalf of a partnership, LLC, company, or corporation) certifies that NO officer or principal is a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.
- ☐ Contractor certifies that following contractor(s), officer(s) or principal(s) of the business ARE Utah State Retirement Systems (URS) retiree(s). Contractor further certifies that the URS office has been properly notified of post-retirement reemployment of such individuals. Contractor assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and or/penalties that may occur at any time in the future if found to be in violation. URS Retirees:

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

[State law requires that the City, through Human Resources, provide such information to URS.]

As a condition of doing business with Tooele City, you hereby accept responsibility and waive all claims of joint liability against Tooele City for any violations of the URS post-retirement re-employment/vendor/contractor rules.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date





BID DATE: 11-18-2022 PROPOSAL NO: AL-111822 PAGES: \_\_\_\_\_

## TOOELE CITY FENCE IMPROVEMENTS

PLEASE ACCEPT OUR QUOTATION FOR FENCING ON THE ABOVE REFERENCED PROJECT:

PRICES ARE VALID FOR 10 DAYS

Item # 1 Mobilization	Lump Sum: \$600.00	
Item # 2 Site Clearing and Grubbing (Excluded)		
Item # 3 Fence Installation	*5600 LF. @ \$37.90=	\$212,240.00
Item # 4 Existing Fence Removal	*1081 LF. @ \$4.90=	\$5'300.00
Item # 5 Manual Vehicle Gates	13 ea. @ \$2,300.00=	\$29,900.00
Item # 6 Man gate	1 ea. @	\$950.00
Item # 7 Electronically operated Cantilever	5 ea. @ \$18,085.00=	\$90,425.00
**** Mow Curb 2 ea. Location 122 Lf.	2 ea. @ \$3000.00=	\$6000.00
Option		
Item # 8 Vertical Pivot Electrical Gate	5 ea. @ \$32,037.00=	\$160,185.00
( Pivot Gate price is based on all gates not just 1 or 2 sites )		

Note: Bid Bonds will be Additional Cost of \$7,575.00

\*If Worker's Comp Wavier of Subrogation is required add \$250.00

GENERAL EXCLUSIONS: Clearing, Grading, Surveying, Grounding, All Electrical Work and Location of Underground Utility Lines, Core Cutting, Solid Rock

ADDENDAS: 2 Noted

SECTION:

NOTE: Ten days after the date of this quotation due to the volatility in the steel markets, material prices quoted are subject to change without Notice and may be increased in direct proportion to price increases incurred by Mountain States Fence prior to delivery. This is an integral part of this quotation and is intended to become part of any subsequent purchase order or contract.

NOTE: Performance & Payment bonds are available, but cost is not included in the above prices.

SPECIAL NOTES: This proposal specifically excludes providing a "Delegated Design Submittal"; and/or certification of the fence design; and/or shop drawings sealed by a registered engineer.

A customary fee will be imposed on payments made with a credit card.

BY: Andre G Lopez

Sales Representative

## ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

TOOELE CITY HALL - RECORDER'S OFFICE

90 NORTH MAIN

TOOELE, UTAH, 84074

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement (00520) with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

## ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>addendum 1</u>	<u>11-14-2022</u>
<u>addendum 2</u>	<u>11-14-2022</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and

drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### ARTICLE 4 – BIDDER'S CERTIFICATION

##### 4.01 Unit Price Bids

Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Price
1	Mobilization	LS	1	\$600.00	\$600.00
2	Site Clearing and Grubbing **Excluding**	LS	1		
3	Fence Installation ***	LF	5600*	\$37.90	\$212,240.00***
4	Existing Fence Removal 1081' LF.	LS	1	\$5,300.00	\$5,300.00
5	Manual Vehicle Gate Installation	EA	13	\$2,300.00	\$29,900.00
6	Man Gate Installation	EA	1	\$950.00	\$950.00
7	Electronically Operated Cantilever Sliding Gate Installation	EA	5	\$18,085.00	\$90,425.00
	<b>TOTAL OF ALL UNIT PRICE BID ITEMS:</b>				\$345,415.00
	<b>TOTAL BID PRICE, IN WORDS:</b> Three hundred and forty-five thousand, four hundred and fifteen dollars				

\*Bid Quantity increased by 10% from the plan quantity to account for unprecedented conditions.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities

\*\*\*Exclusions: Clearing, Grading, Surveying, Grounding, All Electrical Work, Location of underground utility lines, Core Cutting, Solid rock.

are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

#### 4.02 Alternates

- A. Bidder will complete the Work in accordance with the Contract Documents for the following price(s), see Section 01 22 00 Measurement and Payment for additional information.
- B. Unit Price as designated below.

Item No.	Description	Unit	Quantity	Bid Unit Price	Bid Price
8	Vertical Pivot Electrical Gate Installation ****	EA	5	\$32,037.00	\$160,185.00**
TOTAL OF ALL UNIT PRICE BID ITEMS:					
TOTAL BID PRICE, IN WORDS:One hundred and sixty thousand, and one hundred - eighty five dollars					

#### ARTICLE 5 – TIME OF COMPLETION

- 5.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement (00520).
- 5.02 Bidder accepts the provisions of the Agreement (00520) as to liquidated damages.

#### ARTICLE 6 – ATTACHMENTS TO THIS BID

- 6.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security;
  - B. Contractor's License No.: 226992-5501 [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - C. \_\_\_\_\_

#### ARTICLE 7 – DEFINED TERMS

- 7.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

\*\*\*\*Mow Curb 2 ea. Location @ \$3,000.00 = \$6,000.00

\*\*\*Pivot Gate Price is Based on all gates not just 1 or 2 sites\*\*\*

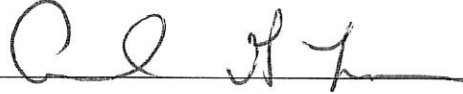
ARTICLE 8 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

MOUNTAIN STATES FENCE

By:

*[Signature]*



11-18-22

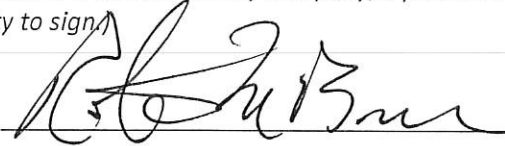
*[Printed name]*

Andre Lopez Sales/Estamator

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]*



*[Printed name]*

ROBERT M BROWN

Title:

SALES MGR

Submittal Date:

11/18/22

Address for giving notices:

3737 S. 500 W.

SLC, UT 84115

Telephone Number:

801-261-4224

Contact Name and e-mail address:

andre@msfence.com

Bidder's License No.:

226992-5501



**TOOELE CITY CORPORATION**

**RESOLUTION 2022-96**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH J-U-B ENGINEERS FOR THE WATER RECLAMATION FACILITY MASTER PLAN UPDATE.**

WHEREAS, Tooele City operates a water reclamation facility aka wastewater treatment plant ("Plant") which requires regular maintenance, repairs, and upgrades; and,

WHEREAS, by Ordinance 2010-04, Tooele City adopted a Water Reclamation Facility Plan, prepared by Aqua Engineering in 2009; and,

WHEREAS, by Resolution 2022-01, Tooele City retained J-U-B Engineers to perform Plant design work for Plant repairs and upgrades, and several repairs and upgrades have occurred in calendar years 2021 and 2022 (reference authorizing Resolutions 2021-06 and 2021-74); and,

WHEREAS, by Ordinance 2022-35, the City Council adopted a Wastewater Collection System Master Plan, prepared by Hansen Allen & Luce; and,

WHEREAS, the City desires to retain the services of J-U-B to perform a Water Reclamation Facility Master Plan update ("Update"); and,

WHEREAS, the City Code requires all claims against the City over \$30,000 to be approved by the City Council, and the J-U-B agreement cost for the Update is \$87,500; and,

WHEREAS, as an engineering design contract, the agreement (attached as Exhibit A) does not require competitive bidding under Utah law; and,

WHEREAS, the City Administration recommends entering into an agreement with J-U-B for the Update under the terms and conditions contained in Exhibit A:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the agreement (Exhibit A) with J-U-B Engineers for the Water Reclamation Facility Master Plan update, aka Wastewater Treatment Master Plan update, is hereby approved.

This Resolution is in the best interest of the health, safety, and general welfare of Tooele City and its residents and visitors, and shall become effective immediately upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_, 2022.

TOOELE CITY COUNCIL

(For)

(Against)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

\_\_\_\_\_  
Roger Evans Baker, City Attorney

## Exhibit A

Agreement with J-U-B



## AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter "City"), and JUB Engineers, Inc [NAME] of 466 North 900 West Kaysville, UT 84037 [ADDRESS], a(n) company [individual/company type], (hereinafter "Contractor") enter into this Agreement on the \_\_\_\_\_ (the "Effective Date").

Now, therefore, in consideration of the promises contained in this Agreement, the City and the Contractor agree to the following:

1. Services (Scope of Work). The Contractor shall provide the following services to the City:  
  
**See attached agreement for professional services Attachment 1  
Tooele Wastewater Treatment Master Plan Update**
2. Disclaimer of Right of Control. Contractor shall perform its duties competently. The City disclaims any right to control the Contractor's performance of the Services.
3. Compensation.
  - a. Rate. The City shall pay the Contractor the sum of \$87,500 for fully performing the Services, pursuant to invoice.
  - b. Total Cost Contract. This Agreement is a "Total Cost Contract." The contract Rate includes all costs and expenses associated with the provision of the Services.
  - c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.
4. Term of Agreement. Contractor shall fully perform the Services by July 31, 2023 [DATE].
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
  - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$250,000.
  - b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage to the extent caused by any breach of contract, or any negligent, reckless or intentional act or omission of Contractor or its agents in performance of this Agreement.
  - c. Contractor Workers Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. If Contractor is a sole proprietor, Contractor shall purchase and maintain workers compensation insurance or obtain an exclusion from Workers Compensation Fund of Utah.

- d. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance and workers compensation insurance or exclusion to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence of insurance.
  - e. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.
  - f. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.
7. Business License. Contractor shall obtain a Tooele City business license as required by Tooele City Code §5-1-1 *et seq.*
8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.
9. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

TOOELE CITY CORPORATION

CONTRACTOR

\_\_\_\_\_  
Debra E. Winn, Tooele City Mayor

\_\_\_\_\_  
Signature

Print Name/Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

\_\_\_\_\_  
Roger Evans Baker, Tooele City Attorney





## UTAH RETIREMENT SYSTEMS POST-EMPLOYMENT/POST-RETIREMENT RESTRICTIONS ACT CERTIFICATION & RELEASE

Tooele City is a Utah Retirement System (URS) participating agency. As a participating agency, post-retirement employment/vendor/contractor rules apply. Post-retirement employment means returning to work either on our payroll or as a vendor/contractor for a URS participating employer following your retirement date with the Utah Retirement Systems. Different standards apply depending on whether you return to work within one year or after one year from your retirement date with URS.

You must separate from employment (including part-time and vendor/contractor arrangements) with any participating employer for one year following your retirement date with URS, unless eligible exclusions apply.

You are responsible for understanding post-retirement employment rules and ensuring there is no violation of such rules by providing services to Tooele City Corporation. **If you have any questions, call the URS office at 801-366-7770 or 800-695-4877 before you begin any work for or provide any services to Tooele City.**

### CHECK APPLICABLE BOX:

- ☐ Contractor (a sole proprietor) certifies that he or she is NOT a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.
- ☐ Contractor (on behalf of a partnership, LLC, company, or corporation) certifies that NO officer or principal is a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.
- ☐ Contractor certifies that following contractor(s), officer(s) or principal(s) of the business ARE Utah State Retirement Systems (URS) retiree(s). Contractor further certifies that the URS office has been properly notified of post-retirement reemployment of such individuals. Contractor assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and or/penalties that may occur at any time in the future if found to be in violation. URS Retirees:

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

[State law requires that the City, through Human Resources, provide such information to URS.]

As a condition of doing business with Tooele City, you hereby accept responsibility and waive all claims of joint liability against Tooele City for any violations of the URS post-retirement re-employment/vendor/contractor rules.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date



**J-U-B ENGINEERS, Inc.  
AGREEMENT FOR PROFESSIONAL SERVICES**

**FOR  
Tooele City Public Works Department  
Tooele Wastewater Treatment Master Plan Update  
Tooele City, Utah**

**Attachment 1 – Scope of Services, Schedule, and Basis of Fee**

**PROJECT NAME:** Wastewater Treatment Master Plan

**CLIENT:** Tooele City

**J-U-B PROJECT NUMBER:** 55-22-XXX

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

**PART 1 - PROJECT UNDERSTANDING**

Tooele City (CLIENT) is seeking continued professional engineering services from J-U-B ENGINEERS, Inc. (J-U-B or ENGINEER) for planning, architectural and engineering services. The scope of work will include engineering services for the CLIENT'S wastewater treatment facility master plan update consisting of the following items:

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

Tooele City owns and operates a Water Reclamation Facility (WRF) that treats wastewater generated by the City at an annual average daily flow (AADF) of about 3.2 million gallons per day (MGD). The facility's liquid treatment process consists of a headworks that includes coarse screening and grit removal, main biological treatment process of activated sludge in two parallel oxidation ditches, and UV disinfection with Type I reuse of the treated water at the adjacent golf course.

The facility's solids treatment process consists of waste activated sludge from three circular clarifiers pumped to a gravity thickener. The biosolids are then stored in an aerated sludge holding tank, fed to screw press dewatering, and then dried in a solar dryer. The dried biosolids are either land applied in summer or landfilled during winter.

The treatment facility was constructed over 20 years ago and more than a decade has passed since the previous Master Plan update in 2009. Since then, the City has experienced rapid growth and intends to upgrade the facility to accommodate continued population growth. The City desires a capacity evaluation of existing processes and support systems and an understanding of

needed infrastructure costs to accommodate growth and permit changes. The City has requested this scope of work from J-U-B to prepare a Wastewater Treatment Master Plan Update.

This Scope of Services below will result in a new Facility Plan that accomplishes the following objectives:

- Establishing projected flows and loads for a 20-year planning period using population projections based on the recent Collection System Master Plan.
- Evaluation of the existing plant unit processes and performance under current and projected conditions.
- Documenting known permit requirements and identifying potential long-term permit issues to track.
- Development of recommended improvements to maintain a proper level of service and comply with known and anticipated discharge limits.
- Establish a capital improvement plan (CIP) for the next 20 years of service.
- Inform the upcoming Impact Fee and Rate study of upcoming Wastewater Facility Improvements necessary to accommodate growth (IFFP/IFA by others).

## **PART 2 - SCOPE OF SERVICES BY J-U-B**

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

### **A. Task 100 – Project Management**

#### **a. Subtask -001: Project Administration**

- 1) Provide project updates to CLIENT.
- 2) Oversee project tasks and coordinate with CLIENT representatives to manage the scope, schedule, budget, and work plan for the engineering phase.
- 3) Invoices will be prepared and submitted to the CLIENT monthly and will reflect work accomplished during the billing period.
- 4) Communicate and coordinate J-U-B team activities.

#### **b. Subtask -002: Meetings**

- 1) Site Kickoff Meeting – Meet with City personnel to conduct a project kickoff, site walkthrough, provide overview of liquid and solids process streams, and discuss existing equipment condition and known process capacity constraints.
- 2) Existing Evaluation Workshop – Meet with City personnel to discuss results of the existing system evaluation. Review capacity constraints and permit conditions affecting treatment processes. Discuss process and equipment options.
- 3) Recommendations and CIP Workshop – Meet with City personnel to present screening level treatment alternatives based on data results. Discuss recommended improvements, project phasing, cost opinions, and develop capital improvements plan project list. City to select a recommended 10-Year treatment project list.

#### **c. Subtask -003: Internal Quality Control**

- 1) Conduct internal design reviews for quality control and assurance.
  - 2) Coordinate quality assurance / quality control (QA/QC) processes.
- d. **Assumptions:** All meetings to be conducted in-person at Tooele City offices.

**B. Task 200 – Master Plan Update**

**a. Subtask -001: Existing and Future Conditions**

- 1) Outline project schedule and organization of the study.
- 2) Provide facility background and history.
- 3) Define the project study boundary including the treatment facility and existing service area.
- 4) Provide vicinity and site maps for the existing WRF.
- 5) Compile influent flow / load data for the previous five calendar years.
- 6) Summarize existing influent flow conditions based on WRF records.
  - i. Review potential outlying / abnormal data with City to establish probable existing conditions. If data are missing, use typical literature values.
- 7) Summarize existing influent loading conditions for the following: five-day biochemical oxygen demand (BOD<sub>5</sub>), total suspended solids (TSS), influent ammonia (or total Kjeldahl nitrogen, TKN), and influent total phosphorus, as available.
- 8) Provide overall flow and load (BOD<sub>5</sub>, TSS, TKN, and total phosphorus) projections at the selected growth rate for the 20-year planning period.

**b. Subtask -002: UPDES Permit Conditions**

- i. Identify known and anticipated permit conditions by reviewing existing and draft UPDES permit.
- ii. Evaluate treatment process adequacy to meet discharge conditions under 20-year planning scenario.
- iii. Summarize potential long-term UPDES permit modifications that may impact existing treatment process.
- iv. Indicate process improvements triggered by anticipated UPDES permit changes.
- v. Confirm treatment plant operation as a total reuse facility during future conditions.

**c. Subtask -003: Existing Treatment Evaluation**

- i. Compile process operational data for the previous five calendar years to establish the prevailing operational conditions at the plant and identify any extraordinary or unusual operational conditions that have occurred, e.g. peak/wet weather flows.
- ii. Conduct one site visit / workshop with CLIENT and WRF operations staff to review current operations, observed deficiencies, planned maintenance and upgrades, and potential bottlenecks for all major unit processes. The site visit will be conducted as part of the Kick-Off Meeting.
- iii. Establish a planning-level mass balance for the facility based on current loading and operating parameters. Review estimate against process logs provided by CLIENT.

- iv. For each unit process, provide a brief description, summarize available design criteria, and list design and/or operational deficiencies as identified by operations staff and observed during the site visit.
  - v. Identify existing capacities and design criteria for main WRF unit processes. Compare the actual performance and operational criteria for each unit process against design criteria and/or established guidelines, including permit requirements for treatment facilities.
  - vi. Summarize historical performance of the facility and ability to comply with existing permit limits over the past five years.
  - vii. Summarize current loading versus estimated capacity (on a percentage basis) on a process-by-process basis based on the evaluation noted in the preceding items.
- d. **Subtask -004: Treatment Alternatives**
- 1) Summarize 20-year planning period conditions based on content developed in preceding subtasks.
  - 2) No-Action Alternative – Evaluate the impact to the facility if no improvements are made within the 20-year planning window. Summarize projected loading versus estimated capacity (on a percentage basis) on a process-by-process basis.
  - 3) Identify improvements needed to address existing deficiencies and accommodate projected growth based on 20-year projected flows and loads.
    - i. Up to three (3) treatment alternatives will be evaluated. Alternatives selected for evaluation will be based on input provided by city staff at the project kickoff meeting.
  - 4) Develop a process schematic and planning-level exhibits of proposed improvements.
  - 5) Develop a planning-level cost opinion (AACE Class 5, -50% to +100%) for recommended improvements.
  - 6) Incorporate recommendations and alternatives selection from CLIENT workshops.
- e. **Subtask -005: Capital Improvement Plan**
- 1) Identify key milestones for implementing the preferred alternative.
  - 2) Develop a phasing plan for the preferred alternative based on implementing improvements in 0-5 years, 5-10 years, and 20 years.
  - 3) Prepare Annual O&M costs.
  - 4) Prepare project life cycle costs (20-year basis)
  - 5) Coordinate project cost opinions with CLIENT Impact Fee team. Revise as necessary based on CLIENT feedback.
  - 6) Finalize cost opinions based on 10-year project list.
- f. **Subtask -006: Master Plan Report**
- 1) Prepare draft facility evaluation chapters
  - 2) Prepare draft recommendation and CIP chapters
  - 3) Finalize Master Plan Report
    - i. Incorporate CLIENT and agency comments.



- 4) Present Master Plan findings to City Council if desired by the City

**g. Assumptions:**

- 1) CLIENT will provide monthly data sheets in Excel format that include influent and effluent flow data.
- 2) Inflow/Infiltration data provided by Collection System Master Plan. Existing basis and future I/I projections confirmed by CLIENT.
- 3) The study will assume a 20-year planning period for treatment improvements.
- 4) Growth projections will be selected by CLIENT based on Collection System Master Plan or other resource. If CLIENT requests, J-U-B to develop independent population projections as part of additional services.
- 5) The long-range water quality permit changes will not be used in development of treatment alternatives due to the speculative nature of future permit changes.
- 6) Detailed process modeling will not be performed for system evaluation. Capacity evaluation will be conducted using experience from past studies, previously reported facility design criteria, calculations for individual processes, observed performance, operator input, and general literature or manufacturer values.
- 7) Unit process capacity evaluated under existing or 10-year conditions exceeding 85% capacity or design life will be considered in the project improvements list. Final project list determined by CLIENT.

**h. Deliverables:** WRF Master Plan Report – Draft and Final

## **PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES**

### **A. CLIENT-Provided Work**

- a. **CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:**
- 1) Provide on-going review of J-U-B's work and timely considerations of policy issues within a time acceptable to the CLIENT and J-U-B.
  - 2) Provide record drawings, reports, design memoranda, etc. of the existing facility.
  - 3) Catalog existing equipment at the WRF, including model numbers, serial numbers, manufacturers O&M manuals, etc.
  - 4) Provide electronic records of operating data for the past five years.
  - 5) Provide current operating budget for the WRF, as well as improvements planned by the WRF operations staff in the next 5 years.
  - 6) Complete any laboratory analyses deemed necessary and prudent during the course of the work, as mutually agreed to by CLIENT and J-U-B. Tests that cannot be performed by the WRF operators will be performed by an independent laboratory and paid for by the CLIENT. Sampling performed by CLIENT.
  - 7) Assist with physical investigations of WRF components as necessary.

### **B. Additional Services**

- a. **CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment later as Additional Services, may include:**
- 1) Topographical survey, boundary survey, property line mapping, negotiations, and preparation of legal descriptions for easements, identifying new land parcels for acquisition or treatment.
  - 2) Additional workshops and/or presentations more than those specifically noted.
  - 3) Industrial monitoring, analytical work, source tracing, review of internal facility procedures (e.g. washdown, pretreatment, etc.), and related discharge conditions.
  - 4) Detailed site planning including specific process locations, access, accommodation of surrounding land uses, exhibits, etc.
  - 5) Alternative process configurations (e.g. fermentation, alternate biological treatment systems, sidestream nutrient treatment, digestion alternatives, etc.) unless specifically noted otherwise above.
  - 6) Developing more alternatives than noted in the base scope of services.
  - 7) Detailed troubleshooting or stress testing of the existing processes, including pollutant or nutrient profiling throughout the facility.
  - 8) Detailed I/I evaluation (i.e., sources, locations, rainfall versus increased flows, shallow groundwater influence, field investigations, monitoring, mitigation, etc.).

- 9) Environmental documents to meet funding agency requirements for funding.
- 10) Odor control and management studies; detailed, design-level hydraulic modeling; detailed, design-level computer modeling of biological processes; energy efficiency evaluations.
- 11) Outfall and mixing zone analysis.
- 12) Biosolids permitting applications or Sludge Management Plans.
- 13) Public involvement.
- 14) Grant/loan applications for funding improvements, including revisions to the facility plan to comply with funding agency requirements.
- 15) Payment of any fees required by regulatory agencies.
- 16) Wetland delineations; geotechnical studies; hazardous material evaluations.
- 17) Energy audit.
- 18) Impact Fee study
- 19) Rate study.
- 20) UPDES permitting negotiations/support.
- 21) Local Limits Evaluation (LLE)

#### **PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES**

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows on a Time and Materials (T+M) basis:
  1. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
  2. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
- B. Period of Services
  1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
  2. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.
- C. CLIENT acknowledges that J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control.
- D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
<b>100 – Project Management</b>				
<b>100 - 001</b>	Project Administration	T+M	\$4,500	Concurrent with project.
<b>100 - 002</b>	Meetings	T+M	\$3,000	Concurrent with project
<b>100 - 003</b>	Internal QC review	T+M	\$5,500	Concurrent with project
<b>200 - Master Plan Update</b>				
<b>200 - 001</b>	Existing and Future Conditions	T+M	\$10,000	One Months after Notice to Proceed
<b>200 - 002</b>	Permit Conditions	T+M	\$4,000	Concurrent with Existing Conditions
<b>200 - 003</b>	Existing Treatment Evaluation	T+M	\$13,000	Two Months after Existing Conditions Subtask
<b>200 - 004</b>	Develop Improvement Alternatives	T+M	\$24,000	Two Months after Existing Treatment Evaluation Subtask
<b>200 - 005</b>	Capital Improvement Plan	T+M	\$13,000	One Month after Improvement Alternatives
<b>200 - 006</b>	Master Plan Report	T+M	\$10,500	Six Weeks after Capital Improvements Plan Approved.
<b>TOTAL</b>			<b><u>\$87,500</u></b>	<b>Anticipated Completion July 2023</b>

## **TOOELE CITY CORPORATION**

### **RESOLUTION 2022-98**

#### **A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING PAYMENT OF A FEE-IN-LIEU OF WATER RIGHTS CONVEYANCE FOR TOOELE GYMNASTICS.**

WHEREAS, Tooele City Code Chapter 7-26 governs the exaction by Tooele City of water rights as a condition of land use approval (see also UCA 10-9a-508); and,

WHEREAS, TCC Section 7-26-2(2) empowers the City Council to adopt a legislative policy allowing for the payment of a fee in lieu of water rights conveyance: “Fee-in-lieu. Pursuant to established City Council policy, in lieu of actual conveyance of water rights pursuant to this Chapter, certain development applicants may pay to the City an amount per acre-foot for access to water rights controlled by the City in a quantity necessary to satisfy the anticipated future water needs of the proposed development to be served and supplied by the City water system”; and,

WHEREAS, on May 18, 2022, the City Council approved Resolution 2022-29, adopting an updated fee-in-lieu of water rights conveyance policy referred to in TCC 7-26-2(2), with an effective date of June 1, 2022 (with the original policy being adopted in 2007) (see the June 1 policy attached as Exhibit B); and,

WHEREAS, the June 1 policy encourages the consideration of at least the following factors in considering requests to pay the fee-in-lieu:

- The number of acre-feet of water rights requested.
- The availability of City-owned water rights and corresponding water sources.
- The number of jobs the development is anticipated to create, together with the nature of the jobs (e.g., full-time) and job compensation (e.g., wage levels, benefits).
- The amount of sales tax the development is anticipated to generate.
- The amount of property tax the development is anticipated to generate.
- The anticipated environmental and social impacts of the development.

WHEREAS, the City Council retains sole and exclusive legislative discretion in deciding to allow the payment of the fee-in-lieu; and,

WHEREAS, Tooele City received from Ken Goodworth with Tooele Gymnastics (“Tooele Gymnastics”) a letter dated November 23, 2022, requesting the allocation of 2.8 acre-feet of municipal water rights to the Tooele Gymnastics Project (the “Project”); and,

WHEREAS, Tooele Gymnastics proposal addresses the policy considerations identified above and in the June 1 policy in the following ways:



- Tooele Gymnastics is requesting 2.8 acre-feet.
- Tooele Gymnastics currently employs approximately 74 people (65 part-time and 9 full-time), with a marginal growth in business and employees projected.
- Growth of gross business income by \$500,000 annually (\$1 Million in 2022 gross business income to \$1.5 Million in subsequent years).
- Construction of a new building (51,000 square feet) along with facility improvements, for \$6.2 Million in new taxable property value. The new building will nearly double Tooele Gymnastics usable space and increase paved parking spaces from 15 to 107.
- Current participation at Tooele Gymnastics is 1,200 students for various recreational activities and classes; Rentable space is available for group gatherings and three open gym nights for the community each week.
- The Tooele Gymnastics expansion will benefit residents by providing youth and adult recreation programs which build a sense of community and contribute to good health and general welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE TOOEELE CITY COUNCIL that the City Council hereby authorizes the use of the fee-in-lieu of water rights conveyance for 2.8 acre-feet of municipal water rights, for the fee amount established in the June 1 policy.

This Resolution is necessary for the immediate preservation of the peace, health, safety, or welfare of Tooele City and shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_, 2022.

TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

TOOELE CITY MAYOR

(Approved)

(Disapproved)

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

\_\_\_\_\_  
Roger Evans Baker, Tooele City Attorney

## Exhibit A

November 23, 2022, Letter  
Ken Goodworth, Tooele Gymnastics

## Jared Stewart

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**From:** Debbie Winn  
**Sent:** Tuesday, November 29, 2022 11:01 AM  
**To:** Jared Stewart; Roger Baker  
**Subject:** FW: Tooele Gymnastics

Roger,

Would you please work with Jared to prepare a resolution to take this request to the council on December 7<sup>th</sup>? Thank you!

*Mayor Debbie Winn*  
**435-843-2104**  
**dwinn@tooelecitey.org**



---

**From:** Ken and Ada Goodworth <kenandada@digis.net>  
**Sent:** Wednesday, November 23, 2022 1:09 PM  
**To:** Debbie Winn <dwinn@TooeleCity.org>  
**Subject:** Tooele Gymnastics

Mayor Winn,

I need to petition for payment in lieu of water rights. Per Paul Hansen, we need 2.8 acre feet at \$97976.54. He said this needed to be approved by the city council. Can you help me get that on the agenda for the next meeting? We signed on our construction loan yesterday. We are on our 3<sup>rd</sup> round of drawings for the building permit, with only a few items left to be addressed. I apologize for the late notice, but I thought it was mainly an issue of money and overlooked the formal approval by the city council.

Thanks.  
Ken Goodworth  
435-830-5092 cell

## Jared Stewart

---

**From:** Ken and Ada Goodworth <kenandada@digis.net>  
**Sent:** Wednesday, November 30, 2022 3:13 PM  
**To:** Jared Stewart  
**Cc:** 'Emma Wiggins'; 'Whitney Ewell'  
**Subject:** RE: Water Fee-in-Lieu request - information needed

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Thanks Jared,

I plan to attend the meeting if there are further questions. Here are answers to the questions you posed:

1. Short Answer 74. My family and I are owners and to one degree or another rely on the income for our families. We do not consider ourselves employees, though three of us draw our entire working pay from this business. The other 4 do so to a lesser degree. Additionally we have two full time employees and 65 part time workers (some are considered employees and some contract labor).
2. Our Gross Income for 2022 will be about \$1 Million. We pay almost no sales tax as we sales in our Pro-Shop is minimal compared to monthly tuition paid (not taxable yet as I understand it). For us to remain a viable business in the new location, Gross Income will need to increase by another half million. Property tax alone on the new facility will nearly match what we currently pay in rent. I am not complaining, just pointing out that this tax benefits the city and county even if we pay almost no sales tax.
3. Land value is roughly \$1 Million and Building and improvements will cost about \$6.2 Million.
4. We currently have just over 1200 kids per week that participate in gymnastics, tumbling, dance, cheerleading, ninja, circus arts, and Taekwondo as member students. In addition to athletic skills and physical fitness benefits, we feel that we teach life skills such as teamwork, sharing, communication, courage, confidence, and more. Many of these programs are seen as purely recreational, but all of them offer performance opportunities and some competitive opportunities. Additionally, we do three open gyms each week that are at a lower cost and open to anybody in the community. Likewise we open our gym for birthday parties and family gatherings on the weekends – these are popular for both our members and the community in general. About half of our staff are teenagers, many working their first job – we have the opportunity to train and mentor these youth as well.

I look forward to your presentation. Please let me know if there is more that I can do to help.

Thanks again.

-Ken

---

**From:** Jared Stewart <jareds@TooeleCity.org>  
**Sent:** Wednesday, November 30, 2022 1:50 PM  
**To:** kenandada@digis.net  
**Subject:** Water Fee-in-Lieu request - information needed

Ken and Ada,

I hope you are well. I am following up on your request to pay a fee-in-lieu of water rights for the new Tooele Gymnastics development. It was exciting news to hear you had received your loan and that you are ready to move forward! We are preparing a resolution for the council to review (and approve) on December 7<sup>th</sup>. I need to submit this by tomorrow afternoon.



The City Council likes to see development specific information to understand and justify the Return on Investment that they will see with the approval of Fee-in-Lieu payments. I already have some information, such as the amount of water needed and the size of your building. Can you help me answer as many of the following questions as possible?

- How many employees do you currently have and how many do you expect to add as you grow your business in the new facility? What types of jobs are these (full-time, part-time, ect)?
- What is your projected annual sales? (to help us calculate growth in sales tax)
- How much will your building cost? (to help us calculate new property value growth)
- How would you describe any other social, community, or environmental impacts/benefits?

I will be presenting this to the council and your responses will be helpful.

Thank you!

Jared



**Jared Stewart | Tooele City Corporation**

Economic Development Director | Grant Administrator

90 North Main Street | Tooele, UT | 84074

Ph: (435) 843-2169 | Cell: (801) 834-3858

[jareds@tooelecity.org](mailto:jareds@tooelecity.org) | <https://tooelecity.org> | [LinkedIn](#)

## Exhibit B

June 1, 2022, Fee-in-lieu Policy

## City Council Policy

RE: Payment In Lieu Of Water Rights Conveyance under Tooele City Code §7-26-3(2).

Effective Date: June 1, 2022

Tooele City Code Chapter 7-26 requires the conveyance of water rights as a condition of approval of all land use applications. Section 7-26-3(2) states the following:

Fee-in-lieu. Pursuant to established City Council policy, in lieu of actual conveyance of water rights pursuant to this Chapter, certain development applicants may pay to the City an amount per acre-foot for access to water rights controlled by the City in a quantity necessary to satisfy the anticipated future water needs of the proposed development to be served and supplied by the City water system.

This City Council Policy is established pursuant to the authority embodied in §7-26-3(2).

Residential Development. Beginning on the Effective Date, Tooele City will allow owners of existing parcels of record that are not part of a recorded subdivision, and owners of single lots subdivided from those existing parcels through two-lot subdivisions (e.g., a lot split), to pay a fee (the "Fee") per parcel or lot in lieu of the residential water right requirement established in TCC §7-26-2(1). The item for which the Fee is paid shall be known for purposes of this Policy as a Water Rights Credit or Credit.

Credits will be available on a first-come first-served basis. The Fee shall be paid in full prior to building permit issuance. Should a building permit for which the Fee was paid expire under the terms of the permit, the City will refund the Fee, minus a \$100 administrative service charge. An owner who previously paid the Fee and received a Fee refund due to an expired building permit may submit a new building permit application and pay the Fee on a first-come first-served basis behind others who paid the Fee and whose building permits remain valid.

Non-residential Development. Beginning on the Effective Date, Tooele City will allow owners of non-residential developments to pay the Fee if the development is determined by the City to need less than 20 acre-feet of municipal water rights. Additional Credits may be made available, upon recommendation of the Public Works Director and with written approval of the Mayor, after full consideration of the following criteria in relation to the amount of water used:

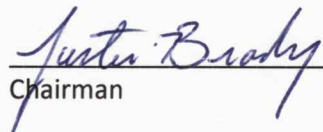
- The number of jobs the development is anticipated to create, together with the nature of the jobs (e.g., full-time) and job compensation (e.g., wage levels, benefits).
- The amount of sales tax the development is anticipated to generate.
- The amount of property tax the development is anticipated to generate.
- The anticipated environmental and social impacts of the development.

Credits will be available on a first-come first-served basis. The Fee shall be paid in full prior to building permit issuance. Should a building permit for which the Fee was paid expire under the terms of the permit, the City will refund the Fee, minus a \$100 administrative service charge. An owner who previously paid the Fee and received a Fee refund due to an expired building permit may submit a new building

permit application and pay the Fee on a first-come first-served basis behind others who paid the Fee and whose building permits remain valid.

General.

1. The Fee shall be established at \$35,000 per Credit, each Credit being the equivalent of 1.0 acre-foot of municipal water rights.
2. Credits sold pursuant to this Policy shall not exceed a total of 50 acre-feet of municipal water rights in any calendar year without the approval of the City Council.
3. Upon payment of the Fee, the City will indicate such payment on the approved building permit.
4. This Policy shall supersede any prior oral or written policies or practices on the subject of this Policy.
5. Revenues derived from the sale of Credits shall be utilized for the protection of existing water rights and/or the purchase of additional water rights, except that the City Council may authorize the use of such revenues for other Tooele City water-related projects and/or needs upon a finding of good cause.
6. The sale of Water Rights Credits under this Policy is subject to the availability of corresponding water rights, in the sole discretion of Tooele City.

  
Chairman

**TOOELE CITY CORPORATION**

**RESOLUTION 2022-101**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A TELECOMMUNICATIONS FRANCHISE AGREEMENT WITH ALL WEST/UTAH, INC.**

WHEREAS, All West/Utah, Inc., desires to install fiberoptic cable within the public rights-of-way of Tooele City on a city-wide basis, with fiber to every home and business, and requires a franchise agreement to do so under TCC Chapter 5-24; and,

WHEREAS, the City Council finds it to be in the best interest of Tooele City to grant a telecommunications franchise to All West/Utah for city-wide fiberoptic cable connection, and to sign the required franchise agreement, attached hereto as Exhibit A:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Franchise Agreement attached as Exhibit A is hereby approved and authorized for the Mayor's signature.

This Resolution shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_, 2022.



TOOELE CITY COUNCIL

(For)

(Against)

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ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

\_\_\_\_\_  
Roger Evans Baker, City Attorney

## Exhibit A

Franchise Agreement – All West/Utah, Inc.

## **TELECOMMUNICATION SERVICES FRANCHISE AGREEMENT**

This Franchise Agreement (“Agreement”) as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”), is between Tooele City, a Utah municipal corporation and charter city (the “City”), and All West/Utah, Inc., a Utah corporation (“Grantee”).

### **RECITALS**

- A. Grantee desires to install, maintain, and operate a telecommunications system (“System”) in the City’s rights-of-way (“Franchised Area”). System is defined in Tooele City Code Chapter 5-24, as amended.
- B. The City is willing to grant to Grantee a franchise for the operation of the System under the terms of this Agreement, subject to the approval of the Mayor, whose approval shall not be unreasonably withheld. This Agreement is subject to the requirements of Tooele City Code Chapter 5-24 (Telecommunications Rights-of-Way), as amended (hereinafter “Chapter 5-24”).
- C. Grantee desires to use the Franchised Area for the purpose of installing, maintaining, and operating the System in order to provide telecommunication services pursuant to state and federal laws.
- D. The installation, maintenance, and operation of Grantee’s System within the Franchised Area will be done in a manner consistent with the City’s rights-of-way management regulations, including Chapter 5-24, and all other applicable local, state, and federal regulations.

In consideration of the following mutual covenants, terms, and conditions, the parties agree as follows:

### **1. DEFINITIONS.**

All terms shall have the meanings established in Chapter 5-24. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular include the plural. The word “shall” is always mandatory and not merely permissive. For the purposes of this Agreement, the listed terms shall have the following meanings:

“Cost” means any actual, reasonable, and documented costs, fees, or expenses, including attorneys’ fees.

“Gross Revenue” has the same meaning as ‘gross receipts from telecommunications service’ as defined in Utah Code Ann. § 10-1-402, as amended.

**2. FRANCHISED AREA.**

The Franchised Area includes and is limited to the public rights-of-way either owned or regulated by the City. The System of Grantee in the Franchised Area will be used solely to provide telecommunications services, not personal wireless services. The use of the Franchised Area for any other purpose is not allowed without additional permits, agreements, and approvals. Nothing in this Agreement shall be interpreted to authorize the installation of macro wireless towers, equipment, nor the installation on poles of equipment designed for macro wireless towers.

**3. CITY'S REPRESENTATIONS AND WARRANTIES.**

- A. The City represents and warrants to Grantee that: (i) the City, and its duly authorized signatory, have full right, power, and authority to execute this Agreement on behalf of the City; (ii) for property which it owns, the City has good and unencumbered title or prescriptive rights to the Franchised Area free and clear of any liens or mortgages, except those disclosed to Grantee that will not interfere with Grantee's right to use the Franchised Area; and, (iii) the City's execution and performance of this Agreement will not violate any laws, ordinances, covenants, mortgages, franchises, or other agreements binding on the City.
- B. Grantee has studied and inspected the Franchised Area and accepts the same "AS IS" without any express or implied warranties of any kind, other than those warranties contained in Subsection (3)(A) immediately above, including any warranties or representations by the City as to its condition or fitness for any particular use. Grantee has inspected the Franchised Area and obtained information and professional advice as Grantee has determined to be necessary related to this Agreement.

**4. GRANT OF FRANCHISE; TERM.**

- A. City hereby grants to Grantee a non-exclusive franchise to use and occupy the Franchised Area for the purpose of developing and installing the System, including the right to attach, operate, maintain, install, and replace the System as approved by the City subject to the conditions outlined in this Agreement. Grantee shall install the System consistent with Chapter 5-24.
- B. Grantee's right to use and occupy the Franchised Area shall not be exclusive, and the City reserves the right to grant a similar use of the Franchised Area to itself or to any person or entity at any time during the term of this Agreement.
- C. Nothing in this Agreement will be construed as granting to Grantee the authority to use any property that is owned or regulated by any person or entity other than the City, including state-owned or -maintained rights-of-way or highways. Nor does it confer any right to use City property other than the Franchised Area.
- D. The initial term of this Agreement shall be for a period of ten (10) years (the "Initial

Term”), commencing on the Effective Date and ending on the tenth anniversary thereof, unless sooner terminated under the provisions of this Agreement. Provided, however, that if Grantee is not operational and providing services to customers within the City within two hundred seventy (270) business days of the effective date of this Agreement, this Agreement may be terminated by the City, in its sole discretion, upon thirty (30) days written notice.

- E. If Grantee continues to occupy the Franchised Area after the expiration or termination of this Agreement, holding over will not be considered to operate as a renewal or extension of this Agreement, but shall be a month-to-month franchise. Grantee shall be subject to Chapter 5-24 and the terms of this Agreement throughout the period of such holdover operation. Either party may terminate the month-to-month franchise by providing fourteen (14) days written notice to the other party.
- F. Notwithstanding any provision in this Agreement to the contrary, or any negotiation, correspondence, course of performance or dealing, or any other statements or acts by or between the parties, Grantee’s rights in the Franchised Area are limited to the rights created expressly by this Agreement. Grantee’s rights are subject to all covenants, restrictions, easements, agreements, reservations, and encumbrances upon, and all other conditions of title regarding, the Franchised Area. Grantee’s rights under this Agreement are further subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions, and orders of any local, state, or federal agency, now or later having jurisdiction over the Franchised Area or Grantee’s use of the Franchised Area.

**5. PERMITTED USE OF FRANCHISED AREA.**

- A. The Franchised Area may be used by Grantee, seven (7) days a week, twenty-four (24) hours a day, only for the purposes authorized by this Agreement and not for any other purpose. This Agreement shall include new types of System equipment that may evolve or be adopted using new technologies. Grantee shall, at its expense, comply with all applicable present and future federal, state, and local laws, ordinances, rules, and regulations (including laws and ordinances relating to health, safety, and radio frequency (RF) emissions) in connection with the use, installation, operation, maintenance, and replacement of the System within the Franchised Area.
- B. The use of the Franchised Area under this Agreement does not include a franchise to install small wireless communication facilities. Any entity that provides small wireless communication services must have a separate legal authorization from the City to use public rights-of-way outside of this Agreement unless provided otherwise in this Agreement.
- C. Nothing under this Agreement shall be interpreted to create or vest in Grantee any easement or other ownership or property interest to any City property or rights-of-way. This Agreement shall not constitute an assignment of any City’s rights to City property or rights- of-way. Grantee shall, at all times, be and remain a franchisee only.



- D. Grantee shall not use or permit the System to be used for any activity violating any applicable local, state, or federal laws, rules, or regulations.

**6. FRANCHISE FEES; COSTS.**

- A. Grantee shall pay all rates and fees in accordance with Chapter 5-24, Chapter 18c, and the Tooele City Fee Schedule.
- B. Franchise Fee. For and in consideration of the Franchise, Grantee shall pay to the City, in accordance with the Utah Municipal Telecommunications License Tax Act, Title 10, Chapter 1, Part 4, Utah Code Annotated, of three and a half percent (3.5%) of Grantee's gross receipts from telecommunications services attributed to the City as set forth in the Municipal Telecommunications License Tax Act, less any business license fee or business license tax enacted by the City. All payments shall be made to the Utah State Tax Commission:

Utah State Tax Commission  
210 North 1950 West  
Salt Lake City, Utah 84134

In addition to Municipal Telecommunications License Tax, Grantee shall be responsible for paying administrative fees for the processing of System site applications by City staff as prescribed in this Agreement. Starting on the Effective Date, Grantee shall pay a non-refundable administrative fee to the City for each System site application submitted for review and approval as set forth under Chapter 5-24 and Section 7 below. The administrative fee shall be submitted with every System site application as a prerequisite to begin review of the System site application. Grantee shall have the right to amend the System site application to correct errors or provide additional information without having to pay a second administrative fee.

- C. Grantee shall pay for reimbursement as further set forth in Chapter 5-24 or as provided elsewhere in local laws or regulations.
- D. To the extent Grantee wishes to utilize the Franchised Area for the installation, use, or operation of small wireless communication facilities in connection with the System, a separate Franchise for wireless (as opposed to wireline) usage shall be required from the City.
- E. In addition to other payments required herein, Grantee shall pay all permit fees and all other required City fees in connection with construction, inspection, traffic and pedestrian flow, and other City requirements without any offset against any other fees or payments required herein.
- F. If Grantee fails to pay any franchise fee or other amount due in full within ten (10) days after receipt of written notice of delinquency, Grantee shall be responsible for paying interest on the unpaid principal balance at the rate charged for delinquent state taxes,

from the due date until payment is made in full.

- G. Grantee shall pay the City's actual costs for inspections, materials testing, and other costs incurred by the City as a direct result of the operation, construction, repair, alteration, or relocation of the System. All costs shall be paid in full within thirty (30) days of invoice.
- H. The City agrees that any fees or taxes charged to Grantee under this Agreement shall be of the same nature and calculation of fees or taxes as other similarly situated entities on a non-discriminatory basis.

**7. APPROVAL OF SYSTEM SITES.**

- A. Grantee shall file with the City a System site application in accordance with Chapter 5-24. The application form may be modified from time-to-time by the City as deemed necessary in order to more efficiently process applications.
- B. As appropriate, the City or its designee shall require Grantee to make design modifications in order to comply with applicable contractual, regulatory, or legal requirements. Failure to make the requested design modifications shall result in a denied System site application which may not be processed under this Agreement.
- C. Upon finding that the System site application is complete and in compliance with all applicable requirements as outlined above and in Chapter 5-24, the City shall approve the System site application. Grantee shall comply with the requirements of Chapter 5-24 and other provisions of the City Code. Grantee shall pay all appropriate permit fees. Upon obtaining all necessary permits, Grantee may proceed to install the System in coordination with any affected City departments. Upon completion of the installation, Grantee shall notify the City, or its designee, in writing and provide a picture of the installation to be included in the System site application records.
- D. Grantee shall maintain a current inventory of the System throughout the term of this Agreement. If requested by the City, Grantee shall provide to the City a copy of the inventory of its System sites every July 1 until the end of the term. The inventory of the System shall include GIS coordinates, date of installation, Company Site ID#, type of facilities used for installation, facilities owner, and description/type of installation for each System. Concerning System sites that become inactive, the inventory of System sites shall include the same information as active installations in addition to the date the System site was deactivated and the date any System was removed from the right-of-way. The City may compare the inventory of System sites to its records to identify any discrepancies.
- E. Any unauthorized System sites that are identified by the City as a result of comparing the inventory of System sites to internal records or through any other means will be subject to the payment of unauthorized installation charges by Grantee. The City shall provide written notice to Grantee of any unauthorized System site identified by City

staff, and Grantee shall have thirty (30) days thereafter in which to submit an approved application. Thereafter, Grantee shall submit an application fee and administrative fee for the unauthorized System site and, if approved by the City, Grantee shall become liable for paying the Municipal Telecommunications License Tax as set forth in Utah Code Ann. Section 10-1-401, et seq. If the System site application for the unauthorized System site is not approved based on applicable considerations under this Agreement, Grantee shall remove the System and any related System from the right-of-way within thirty (30) days.

**8. UTILITIES.**

Grantee is responsible for obtaining and paying for all utilities necessary to operate the System.

**9. USE RESTRICTIONS.**

- A. Subject to the interference provisions set forth below, Grantee shall at all times use reasonable efforts to minimize any impact that its use of the Franchised Area will have on other users of the Franchised Area and on the Franchised Area itself.
- B. Grantee shall not remove, damage, or alter in any way any improvements or personal property of the City or third parties in the Franchised Area without the owner's prior written approval. Grantee shall repair any damage or alteration to another's property caused by Grantee's use of the Franchised Area to the same condition that existed before the damage or alteration, reasonable wear and tear excepted.
- C. Whenever Grantee performs construction activities within the Franchised Area, Grantee shall obtain all necessary construction permits and promptly, upon completion of construction, restore the Franchised Area to the condition existing before construction, to the reasonable satisfaction of the Community Development Director. Grantee represents and warrants that it has obtained all government licenses, permits, and authorization by the Federal Communications Commission and the Utah Public Service Commission, as applicable and as necessary to provide the services.

If Grantee fails to restore the Franchised Area as required, the City may take all reasonable actions necessary to restore the Franchised Area, and Grantee, within thirty (30) days of demand and receipt of an invoice, together with reasonable supporting documentation, shall pay all of the City's reasonable costs of restoration.

- D. Grantee shall use the Franchised Area solely for constructing, installing, operating, maintaining, repairing, modifying, and removing the System.
- E. Grantee shall have a non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, for the construction, installation, operation, maintenance, modification, and removal of the System. In no event shall the City's use of the Franchised Area be unreasonably interrupted by Grantee's work except as may be set forth in an excavation and/or construction permit. Prior to entering upon the Franchised

Area for activities that disrupt vehicular and/or pedestrian traffic, Grantee shall give the Community Development Director at least seven (7) days advance notice in the manner provided in this Agreement, except in the event of emergency repairs, where Grantee may provide notice as is practical.

- F. Grantee shall at all times have on call, and at the City's access, an active, qualified, and experienced representative to supervise the System, who is authorized to act for the Grantee in matters pertaining to all emergencies and the day-to-day operation of the System. Grantee shall provide the Community Development Director with the names, addresses, and 24-hour telephone numbers of designated persons in writing.
- G. In the vicinity of any above-ground System Grantee may have in the Franchised Area, Grantee shall keep the Franchised Area maintained, orderly, and clean at all times.
- H. Grantee acknowledges the following: i) Grantee's use of the Franchised Area is subject and subordinate to, and shall not adversely affect, the City's use of the Franchised Area; and, ii) the City reserves the right to further develop, maintain, repair, or improve the Franchised Area, provided that the City shall reasonably cooperate with Grantee to ensure that Grantee's use and operation of the System is not interfered with or interrupted.
- I. Grantee shall not install any signs in the Franchised Area other than required safety or warning signs or other signs necessary for the use of the Franchised Area as requested or approved by the City. Grantee bears all costs pertaining to the erection, installation, maintenance, and removal of all of its signs.

#### **10. HAZARDOUS WASTE.**

The Grantee shall not produce, dispose of, transport, treat, use, or store any hazardous waste or toxic substance upon or about the Franchised Area in violation of any federal, state, or local law pertaining to hazardous waste or toxic substances. Grantee shall not use the Franchised Area in a manner inconsistent with any regulations, permits, or approvals issued by any federal or state agency. The City and Grantee acknowledge that if Grantee uses sealed batteries, such batteries shall be used and maintained pursuant to industry standards and applicable laws. Grantee shall defend, indemnify, and hold the City harmless against any loss or liability, claims, damages, costs, expenses, and attorneys' fees incurred by reason of any hazardous waste or toxic substance release on or affecting the Franchised Area, to the extent caused by the Grantee, and shall immediately notify the City of any hazardous waste or toxic substance release at any time discovered or existing upon the Franchised Area. Grantee shall promptly and without request provide the City with copies of all written communications between Grantee and any governmental agency concerning environmental inquiries, reports, problems, or violations in the Franchised Area.

#### **11. GRANTEE'S IMPROVEMENTS; GENERAL REQUIREMENTS.**

- A. The following provisions govern all improvements, repairs, installation, and other

construction, removal, demolition, or similar work by Grantee related to the System or the Franchised Area (collectively referred to as “Grantee Improvements”).

- (i) In no event, including termination of this Agreement for any reason, is the City obligated to compensate Grantee in any manner for any Grantee Improvements or other work provided by Grantee during or related to this Agreement. Grantee shall timely pay for all labor, materials, work, and all professional and other services related to Grantee Improvements, and shall defend, indemnify, and hold harmless the City against the same for any claims, damages, costs, expenses, and attorneys’ fees.
  - (ii) Grantee shall perform all work in a good, workmanlike manner, and shall diligently complete the work in conformance with all building codes and similar requirements. Grantee Improvements shall be commensurate with high quality industry standards as approved by the City, which approval shall not be unreasonably withheld, conditioned, or delayed.
  - (iii) Grantee acknowledges that, as of the Effective Date of this Agreement, the City has not approved or promised to approve any plans for Grantee Improvements.
  - (iv) Grantee shall make no structural or grading alterations, structural modifications or additions, or other significant construction work in the Franchised Area without having first received the written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. Review shall include all Grantee Improvements, equipment, fixtures, paint, and other construction work of any description as described in all plans delivered by Grantee to the City. All such plans and construction are subject to inspection and final approval by the City as to materials, design, function, and appearance.
  - (v) Grantee shall keep as-built records of all Grantee Improvements and upon request shall furnish copies of records to the City, at no cost to the City, upon completion of or changes to Grantee Improvements. Grantee shall participate with Blue Stakes of Utah regarding the portion of the System that is underground, and shall submit proof of participation to the City upon request.
  - (vi) All Grantee Improvements shall be designed so as to present uniformity and consistency of design, function, appearance, and quality throughout the Franchised Area.
  - (vii) Grantee shall properly mark and sign all excavations, and shall maintain barriers and traffic control, in accordance with applicable laws, regulations, and best management practices including compliance with Chapter 4-9 (Street Excavations), as amended, including bonding and the payment of fees.
- B. The following procedure governs Grantee’s submission to the City of all plans for the Franchised Area and Grantee Improvements, including any proposed changes by the



Grantee of previously submitted plans.

- (i) Grantee shall coordinate with the City as necessary on significant design issues prior to submission of plans.
- (ii) Upon execution of this Agreement, Grantee shall designate a project manager to coordinate Grantee's participation in designing and constructing Grantee Improvements. The project manager shall devote time and efforts to the project as may be necessary for timely, good faith, and convenient coordination among all persons involved with the project and compliance with this Agreement.
- (iii) No plans are considered finally submitted until Grantee delivers to the City a formal certification by a Utah-licensed engineer, acceptable to the Community Development Director, to the effect that all Grantee Improvements are properly designed to be safe and functional as designed and as required by this Agreement and Chapter 5-24. The certification shall be accompanied by and refer to any backup information and analysis as the City Engineer may reasonably require.
- (iv) No plans are considered approved until stamped "APPROVED" and dated and signed by the Community Development Department.
- (v) Grantee is responsible to secure all zoning approvals, design revisions, or other governmental approvals and to satisfy all governmental requirements pertaining to the project and may not rely on the City to initiate or suggest any particular process or course of action.
- (vi) The City's issuance of permits shall not be considered valid unless the plans have been approved as stated in subsection (iv) above. City staff shall be reasonably available to coordinate and assist Grantee in working through issues that may arise in connection with such plan approvals and requirements.
- (vii) Grantee shall, in the submittal of all plans, allow adequate time for all communications and plan revisions necessary to obtain approvals and shall schedule its performance and revise its plans as necessary to timely obtain all approvals and make payment of all applicable fees.
- (viii) Subject to federal, state, and local law, any delay in the City's review of or marking Grantee's plans with changes necessary to approve the plans, or approve revised plans in accordance with the City's normal plan-review procedures, will not be considered approval of the plans but may operate to extend Grantee's construction deadlines. The City agrees to use reasonable efforts to review, mark, or approve Grantee's plans in a prompt and timely manner and in conformance with established policies and procedures.
- (ix) Grantee shall provide the City with one (1) complete electronic set of detailed plans and specifications of the work as completed.

- (x) The parties shall use reasonable efforts to resolve any design and construction issues to their mutual satisfaction but, in the event of an impasse for any reason, final decision authority regarding all design and construction issues shall rest with the City in its sole discretion.
- (xi) Before any construction begins in the Franchised Area, Grantee shall provide the City with performance bonds and, if considered necessary by the City, payment bonds, in amounts equal to the full amount of the written construction contract pursuant to which such construction is to be done. The payment bond shall be solely for the protection of claimants supplying labor or materials for the required construction work, and the performance bond shall be solely for the protection of the City, conditioned upon the faithful performance of the required construction work. Bonds shall be executed by a surety company duly authorized to do business in Utah, and acceptable to the City, and shall be kept in place for the duration of the work.

## **12. CONSTRUCTION WORK - REGULATION BY CITY.**

- A. The work done by Grantee in connection with the installation, construction, maintenance, repair, and operation of the System within the Franchised Area shall be subject to and governed by all pertinent federal, state, and local laws, rules, and regulations.
- B. All excavations, construction, and installation activities in the Franchised Area shall be performed so as to minimize interference with the use of the Franchised Area and with the use of private property, in accordance with all regulations of the City necessary to provide for public health, safety, and convenience.

## **13. CONSTRUCTION, RESTORATION, AND MAINTENANCE ACTIVITIES.**

- A. The City shall have the authority at any time to order and require Grantee to remove and abate any System or other structure that is in violation of the City Code. In case Grantee, after receipt of written notice and thirty (30) days opportunity to cure (which period may be extended as needed due to weather) fails or refuses to comply, the City shall have the authority to remove the same at the expense of Grantee (which shall be paid to the City within thirty (30) days of receipt of an invoice), all without compensation or liability for damages to Grantee.
- B. The parties agree that this Agreement does not in any way limit the City's right to locate, operate, maintain, and remove City facilities in the manner that best enables the operation of the City and protects public safety.
- C. The location of all Grantee's personal property and electrical connections placed and constructed by Grantee in the installation, construction, and maintenance of the System

shall be subject to the lawful, reasonable, and proper control, direction, and/or approval of the Community Development Director.

**14. MAINTENANCE.**

- A. Grantee has all responsibilities, at its own cost, for improvements to and maintenance of the System in the Franchised Area.
- B. Grantee, at its expense, shall use reasonable efforts to minimize the visual and operational impacts of the equipment as required by any City Ordinance, permit, or other permission necessary for the installation or use of the Franchised Area.
- C. Subject to state and federal law, Grantee shall provide the City five (5) business days' advanced notice of:
  - (i) routine maintenance; and,
  - (ii) the replacement of a System with a System that is substantially similar or smaller in size.
- D. Grantee shall:
  - (i) install and maintain all parts of its system in a safe condition throughout the entire term of the franchise;
  - (ii) maintain its system in accordance with standard prudent engineering practices and shall conform with the National Electrical Safety Code and all applicable other federal, state, and local laws or regulations; and,
  - (iii) at all reasonable times, permit examination by any duly authorized representative of the City of the system and its effect on the Franchised Area.
- E. Grantee shall have the authority to trim trees, in accordance with all applicable utility restrictions, ordinances, and easement restrictions, upon and hanging over rights-of-way so as to prevent the branches of such trees from coming into contact with its System.

**15. COMPLIANCE WITH UTILITY, HEIGHT, AND HISTORIC PRESERVATION REGULATIONS.**

Grantee shall comply with all applicable local, state, and federal design and historic preservation regulations, including the following:

- A. Grantee shall comply with all legal requirements for connecting the System to electricity and telecommunications services. The City is not responsible for providing electricity or transport connectivity to Grantee.
- B. All System installations shall be in compliance with height restrictions applicable structures in the zoning districts.
- C. The design plans for all System site installations shall be compatible with the character and aesthetics of the neighborhoods, plazas, boulevards, parks, public spaces, and

commercial districts. Subject to applicable law and in coordination with the City's Community Development Department, Grantee shall implement design concepts and the use of camouflage and stealth materials, as necessary, to blend its System installations with the overall character of the selected site. Grantee shall comply with the City regulations applicable to aesthetics, stealthing, and materials.

**16. RELOCATION AND ADJUSTMENT OF SYSTEM.**

- A. Subject to state law, the City may require Grantee to relocate or adjust a System in the Franchised Area for a legitimate City purpose, in a timely manner and without cost to the City. If public funds are available for such relocation pursuant to law, Grantee shall not be required to pay the costs of such relocation.
- B. Grantee's duty to relocate or adjust the System at its expense under this subsection is not contingent on the availability of an alternative location acceptable for relocation. The City will make reasonable efforts to provide an alternative location in the Franchised Area for relocation, but regardless of the availability of an alternative site acceptable to Grantee, Grantee shall comply with the notice to remove its property as instructed, except that Grantee shall, in all cases, have the right, in Grantee's sole discretion, to abandon its System, or portions thereof, in place, in lieu of relocation.
- C. If Grantee fails to relocate or adjust its System to the satisfaction of the City by the 90th day after the date of notice, the Grantee shall be deemed to have abandoned such portion of its System that it was required to relocation.
- D. Any damage to the Franchised Area or adjacent property caused by Grantee that occurs during the relocation or adjustment of Grantee's System shall be promptly repaired or replaced at Grantee's sole expense. Should Grantee not make nor diligently pursue adequate repairs within thirty (30) days of receiving written notice, the City may make all reasonable and necessary repairs on behalf of Grantee, and reimburse itself from proceeds from the surety bond required under this Agreement. Any remaining amount will be charged to Grantee. Grantee shall within thirty (30) days remit payment of such costs after receipt of an invoice from the City.
- E. The City shall not bear any cost of relocation of existing System, irrespective of the function served, where the City System or other System occupying the Franchised Area or right-of-way in close proximity to the Franchised Area are already located, and the conflict between the Grantee's potential System and existing System can only be resolved expeditiously, as determined by the City, by the movement of the existing City or other permitted System. Any relocation of City infrastructure is purely discretionary on the part of the City and may not be demanded by the Grantee.
- F. If Grantee's relocation effort delays construction of a public project, causing the City to be liable for delay or other damages, Grantee shall reimburse the City for those damages, attorneys' fees, expenses, and costs attributable to the delay created by Grantee. If Grantee fails to pay the damages, attorneys' fees, expenses, and costs in full within thirty

(30) days after receiving an invoice, Grantee is responsible for interest on the unpaid balance at the rate of 10% per annum from that date until payment is made in full.

**17. COLLOCATION.**

- A. Subject to subsection (B) below, Grantee shall, at all times, use reasonable efforts to cooperate with the City or any third parties with regard to the possible collocation of additional equipment, System, or structures in and around the Franchised Area (“Collocation”). If a Collocation is feasible, the Grantee may, in its sole discretion, negotiate a Collocation franchise agreement with any third party on terms as the Grantee considers appropriate, not inconsistent with the rights and obligations of the parties under this Agreement. Any fees or charges paid by an additional collocation company belong solely to the City.

**18. RECORDS.**

- A. Grantee shall keep complete and accurate GIS and mapping information, deployment plans, equipment inventories, and other relevant records of its System deployments in the Franchised Area.
- B. The City may, at reasonable times and for reasonable purposes, examine, verify, and review the maps, plans, equipment inventories, and other records of Grantee pertaining to the System installed in the Franchised Area. Grantee shall make the above records available to the City for review within ten (10) business days after requested by the City.

**19. RIGHT TO AUDIT.**

- A. The City shall have the right to audit, examine, and inspect, at the City’s election and at the City’s expense, all Grantee records at any and all of Grantee’s locations relating to System deployments under this Agreement (“Grantee’s Records”) during the term of the Agreement and retention period. The audit, examination, or inspection may be performed by the City’s designee, which may include internal City auditors or outside representatives engaged by the City. Grantee agrees to retain Grantee records for a minimum of two (2) years following termination or expiration of this Agreement, unless there is an ongoing dispute under the Agreement, in which case the retention period shall extend until final resolution of the dispute beyond the two (2) year retention period.
- B. Grantee’s records shall be made available at Grantee’s place of business, if within fifty (50) miles from the City, or the City’s designated offices within thirty (30) calendar days of the City’s request and shall include any and all information, materials, and digital data of every kind and character generated as a result of this Agreement. Examples of Grantee’s records include copies of inventory of System sites, System site applications, supplemental franchises, right-of-way permits, payment records for Annual Franchise Fees and administrative fees, equipment invoices, subcontractor invoices, engineering documents, vendor contracts, network diagrams, internal network reports, and other documents related to installation of the System at System sites. Grantee bears the cost



of producing, but not reproducing, any and all requested business records.

- C. If an audit inspection or examination discloses that Grantee's Franchise Fee payments to the City as previously remitted for the period audited were underpaid, Grantee shall pay within thirty (30) days to the City the underpaid amount for the audited period together with interest at the interest rate of ten percent (10%) per annum from the date(s) such amount was originally due.

**20. ASSIGNMENT.**

- A. Grantee may not assign or transfer this Agreement without the prior written consent of the City. Grantee will notify the City in writing of any change in control to any person or entity controlling, controlled by, or under common ownership with Grantee or Grantee's parent company, or to any person or entity that acquires Grantee's business and assumes all obligations of Grantee under this Agreement. Consent of the City shall not be required provided the successor entity certifies in writing that the successor unequivocally agrees to all of the terms of this Agreement.
- B. Control means actual working control in whatever manner exercised. Control includes, but may not necessarily require, majority stock ownership. A rebuttable presumption that a transfer of control has occurred shall arise upon the acquisition or accumulation by any person or group of persons of fifty-one percent (51%) or more of the voting shares of Grantee.
- C. For assignments requiring City approval, the City may, as a condition of approval, postpone the effective date of the assignment and require that any potential transferee submit reasonable evidence of its financial, technical, and operational ability to fully perform under the terms of this Agreement to the City at least thirty (30) days prior to any transfer of the Grantee's interest. In no event will the City unreasonably withhold, condition, or delay its approval to a proposed assignment.
- D. Subject to subsections (A) and (B) above, Grantee shall not sublease any of its interest under this Agreement, nor permit any other person to occupy the Franchised Area. The parties acknowledge that System deployed by Grantee in the Franchised Area pursuant to this Agreement may be owned and/or remotely operated by a third-party carrier customer ("Carriers") and installed and maintained by Grantee pursuant to existing agreements between Grantee and Carriers. Grantee shall provide to the City prior written notice of any such System and identify the associated Carriers. Such System shall be treated as Grantee's System for all purposes under this Agreement. Carriers' ownership and/or operation of such System shall not constitute an Assignment under this Agreement, provided that Grantee shall not actually or purportedly sell, assign, encumber, pledge, or otherwise transfer any part of its interest in the Franchised Area or this Agreement to Carriers, or otherwise permit any portion of the Franchised Area to be occupied by anyone other than itself. Grantee shall remain solely responsible and liable for the performance of all obligations under this Agreement with respect to any System owned and/or remotely operated by Carriers.

**21. BOND/LETTER OF CREDIT REQUIREMENT.**

Before undertaking any of the work authorized by this Agreement, as a condition precedent to the City's issuance of any permits, Grantee shall, upon the City's request, furnish an annually renewed performance bond or letter of credit from a Utah-licensed financial institution in the amount of at least twenty-five thousand dollars (\$25,000). The bond or letter of credit shall remain in effect for the entirety of the term of this Agreement as well as an additional one (1) year after the expiration or termination of this Agreement. The bond shall be conditioned so that Grantee shall observe all the covenants, terms, and conditions of this Agreement, and shall faithfully perform all of the obligations of this Agreement and to repair or replace any defective work or materials discovered in the Franchised Area, and to remove any the System and their associated equipment that is not in service or remaining in the Franchised Area after the termination or expiration of this Agreement. The bond shall ensure the faithful performance of Grantee's obligations under this Agreement, including Grantee's payment of any penalties, claims, liens, or fees due to the City that arise by reason of the operation, construction, or maintenance of the System within the Franchised Area. Grantee shall pay all premiums or other costs associated with maintaining the bond.

**22. REGULATORY AGENCIES, SERVICES AND BANKRUPTCY.**

- A. Grantee shall upon request provide to the City the following.
  - (i) All non-proprietary and relevant petitions, applications, communications, and reports submitted by Grantee to the Public Service Commission or other state or federal authority having jurisdiction that directly relates to Grantee's operations in the Franchised Area.
  - (ii) Non-proprietary licensing documentation concerning all services of whatever nature being offered or provided by Grantee over System in the Franchised Area. Non-proprietary copies of responses from regulatory agencies to Grantee shall be available to the City upon request. To the extent permitted by the Utah Government Records Access and Management Act, the City will treat all documentation and information obtained pursuant to this Section 24 as private and protected; provided, however, that the onus of demonstrating the private and protected nature of the records shall be upon Grantee.
- B. Grantee shall upon request provide to the City copies of any petition, application, communications, or other documents related to any filing by the Grantee of bankruptcy, receivership, or trusteeship.

**23. DEFAULT; TERMINATION BY CITY.**

- A. The City may terminate this Agreement for any of the following reasons upon thirty (30) days' written notice to Grantee:
  - (i) Failure of Grantee to perform any obligation under this Agreement, after Grantee fails to cure a default within the notice and cure period. However, if a cure cannot reasonably be implemented within the notice period, Grantee must commence and diligently pursue to cure within thirty (30) days of the City's notice.

- (ii) The taking of possession for a period of ten (10) days or more of substantially all of Grantee's personal property in the Franchised Area by or pursuant to lawful authority of any legislative act, resolution, rule, order, or decree, or any act, resolution, rule, order, or decree of any court or governmental board, agency, officer, receiver, trustee, or liquidator.
  - (iii) The filing of any lien against the City's underlying real property, due to any act or omission of Grantee that is not discharged or fully bonded within thirty (30) days of receipt of actual notice by Grantee.
- B. The City may place Grantee in default of this Agreement by giving Grantee fifteen (15) days written notice of Grantee's failure to timely pay the fees required under this Agreement or any other charges required to be paid by Grantee pursuant to this Agreement. If Grantee does not cure the default within the notice period, the City may terminate this Agreement or exercise any other remedy allowed by law or in equity.
- C. If Grantee, through any fault of its own, at any time fails to maintain all insurance coverage required by this Agreement, the City may, upon written notice to Grantee, immediately terminate this Agreement or secure the required insurance at Grantee's expense (which expense shall be paid to the City within thirty (30) days of receipt of an invoice).
- D. Failure by a party to take any authorized action upon default by the other party does not constitute a waiver of the default nor of any subsequent default by the other party. The City's acceptance of the franchise fee or any other fees or charges for any period after a default by Grantee is not considered a waiver or estoppel of the City's right to terminate this Agreement for any subsequent failure by Grantee to comply with its obligations.

## **24. TERMINATION.**

- A. This Agreement may be terminated by either party for any of the following:
  - (i) The issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining Grantee's use of any portion of the System in the Franchised Area and remaining in force for a period of thirty (30) consecutive days.
  - (ii) The inability of Grantee to use any substantial portion of the System in the Franchised Area for a period of thirty (30) consecutive days due to the enactment or enforcement of any law or regulation or because of fire, flood, or other acts of God or the public enemy.
  - (iii) Upon ninety (90) days' written notice, if Grantee is unable to obtain or maintain any franchise, permit, or governmental approval necessary for the construction, installation, or operation of the System or Grantee's business.
- B. In order to exercise the termination provisions above, the party exercising termination must not itself be in default under the terms of this Agreement beyond any applicable grace or cure period and must provide reasonable written notice to the other party.

**25. INDEMNIFICATION.**

- A. Grantee shall defend, indemnify, and hold harmless the City and its elected and appointed officials, agents, boards, commissions, and employees from all loss, damages, or claims of whatever nature, including attorneys' fees, expert witness fees, and costs of litigation, that arise out of any act or omission of Grantee or its agents, employees, or invitees in connection with Grantee's operations in the Franchised Area and that result directly or indirectly in the injury to or death of any person or the damage to or loss of any property, or that arise out of the failure of Grantee to comply with any provision of this Agreement. The City shall in all instances, except for losses, damages, or claims resulting from the negligence or willful acts of the City, be indemnified by Grantee against all losses, damages, claims, attorneys' fees, expenses, and costs. The City shall give Grantee prompt written notice of any claim made or suit instituted that may subject Grantee or the City to liability under this Section, and Grantee shall have the right to compromise and defend the same at Grantee's cost and expense provided that Grantee may not enter into any settlement imposing liability or cost on the City. The City shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of the City's selection and at the City's sole cost without relieving Grantee of any obligations under this Agreement. Grantee's obligations under this Section survive any termination of this Agreement or the termination of Grantee's activities in the Franchised Area.
- B. The City shall not be liable to Grantee, or its customers, agents, representatives, or employees, for any claims arising from this Agreement for lost revenue, lost profits, loss of equipment, interruption or loss of service, loss of data, or incidental, indirect, special, consequential, or punitive damages, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.

**26. INSURANCE.**

- A. On or before the effective date of this Agreement, Grantee shall file with the City a certificate of insurance and thereafter continually maintain in full force and effect at all times for the full term of the franchise, at the expense of Grantee, a comprehensive general liability insurance policy, including underground property damage coverage, written by a company authorized to do business in the State of Utah with an A.M. Best rating of at least A-IX protecting the City against liability for loss of bodily injury and property damage occasioned by the installation, removal, maintenance, or operation of the communications system by Grantee in the following minimum amounts:
- (i) Two Million Dollars (\$2,000,000.00) combined single limit, bodily injury and real property damage in any one occurrence; and,
  - (ii) Two Million Dollars (\$2,000,000.00) aggregate.
- B. Grantee shall also file with the City Recorder a certificate of insurance for a comprehensive automobile liability insurance policy written by a company authorized to do business in the State of Utah with an A.M. Best rating of at least A-IX for all

owned, non-owned, hired, and leased vehicles operated by Grantee, with limits not less than Two Million Dollars (\$2,000,000.00) each accident, single limit, bodily injury and property damage combined.

- C. Grantee shall also maintain, and by its acceptance of any franchise granted hereunder, specifically agrees that it will continually maintain throughout the term of the franchise, workers compensation insurance, valid in the State, in the minimum amount of the statutory limit for workers compensation and Five Hundred Thousand Dollars (\$500,000.00) for employer's liability.
- D. All liability insurance required pursuant to this section, except for employers' liability, shall name the Tooele City Corporation and its officers, employees, board members, and elected officials as additional insureds (as the interests of each insured may appear) and shall be kept in full force and effect by Grantee during the existence of the franchise and until after the removal or abandonment of all the System, wires, cables, underground conduits, manholes, and any other conductors and fixtures installed by Grantee incident to the maintenance and operation of the system as defined in this Agreement. Failure to obtain and maintain continuously the required insurance shall constitute a violation of this agreement and a default. All policies shall be endorsed to give the City thirty (30) days written notice of the intent to cancel by either Grantee or the insuring company. Grantee may utilize primary and umbrella liability insurance policies to satisfy insurance policy limit requirements in this Section.
- E. The City reserves, and Grantee acknowledges, the right to modify the insurance requirements contained herein based upon changes in the Utah Governmental Immunity Act, Title 63G, Chapter 7, Utah Code Annotated.
- F. In addition to any other remedies the City may have upon Grantee's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Grantee to stop work in the Franchised Area until Grantee demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Grantee may be held responsible for payments of damages to persons or property resulting from Grantee's or its subcontractors' performance of the work covered under this Agreement.
- H. It is agreed that Grantee's insurance shall be deemed primary with respect to any insurance or self-insurance carried by the City for liability arising out of operations under this Agreement.
- I. Any self-insurance by Grantee may be disapproved by the City in its sole and absolute discretion.



**27. DAMAGE OR DESTRUCTION.**

The City has no obligation to reimburse Grantee for the loss of or damage to fixtures, equipment, or other personal property of Grantee, except for loss or damage caused by the negligence or intentional acts of the City or its officers, employees, or agents. Grantee may insure such fixtures, equipment, or other personal property for its own protection if it so desires.

**28. SURRENDER OF POSSESSION.**

Upon the expiration or termination of this Agreement, Grantee's right to occupy the Franchised Area and exercise the privileges and rights granted under this Agreement shall cease, and Grantee shall surrender and leave the Franchised Area in good condition, normal wear and tear excepted. Unless otherwise provided, all trade fixtures, equipment, and other personal property installed or placed by Grantee in the Franchised Area shall remain the property of Grantee, and Grantee may, at any time during the term of this Agreement, and for an additional period of ninety (90) days after its expiration, remove the same from the Franchised Area so long as Grantee is not in default of any of its obligations, and shall repair at its sole cost any damage caused by the removal. In the alternative, Grantee may elect to abandon the property in place in which case such property shall become a part of the Franchised Area, and ownership vests in the City.

**29. NOTICE.**

- A. Except as otherwise provided, all notices required or permitted to be given under this Agreement may be mailed by certified mail, return receipt requested, postage prepaid, or sent via national overnight courier, to the following addresses:

TO THE CITY:                      Tooele City Corporation  
    90 North Main Street  
    Tooele City, Utah 84074  
    Attn: Public Works Director

TO GRANTEE:                      All West/Utah, Inc.  
    50 West 100 North  
    Kamas, UT 84036

- B. Any notice given by certified mail or overnight courier is considered to be received on the date delivered or refusal to accept. Either party may designate in writing a different address for notice purposes pursuant to this Section.

**30. TAXES AND FRANCHISES.**

- A. Grantee shall pay any leasehold tax, possessory-interest tax, sales tax, personal property tax, transaction privilege tax, use tax, or other exaction assessed or assessable as a direct result of its occupancy of the Franchised Area under authority of this Agreement, including any tax assessable on the City. If laws or judicial decisions result in the

imposition of a real property tax on the interest of the City as a direct result of Grantee's occupancy of the Franchised Area, the tax shall also be paid by Grantee on a proportional basis for the period this Agreement is in effect.

- B. Grantee shall, at its own cost, obtain and maintain in full force and effect during the term of this Agreement all permits required for all activities authorized by this Agreement.

**31. GOVERNING LAW AND VENUE; ATTORNEYS' FEES.**

This Agreement is governed by federal laws, the laws of the State of Utah, and local laws. Venue for any litigation or dispute between the parties shall be in the Third District Court of Tooele County, State of Utah. If any claim or litigation between the City and Grantee arises under this Agreement, the successful party is entitled to recover its reasonable attorneys' fees, reasonable expert witness fees, and other reasonable costs and expenses incurred in connection with the claim or litigation.

**32. RULES AND REGULATIONS.**

Grantee shall at all times comply with all federal, state, and local laws, ordinances, rules, and regulations which are applicable to its operations in the Franchised Area, including all laws, ordinances, rules, and regulations adopted after the Effective Date. Grantee shall display to the City, upon request, any permits or other reasonable evidence of compliance with the law.

**33. RIGHT OF ENTRY RESERVED.**

- A. The City may, at any time, enter upon the Franchised Area for any lawful purpose, so long as the action does not unreasonably interfere with Grantee's use or occupancy of the Franchised Area. The City shall have access to the System themselves only in emergencies or as otherwise provided for herein or in Chapter 5-24.
- B. Without limiting the generality of the foregoing, the City and any furnisher of utilities and other services shall have the right, at their own cost, to maintain existing and future utility, mechanical, electrical, and other systems and to enter upon the Franchised Area at any time to make repairs, replacements, or alterations that may, in the opinion of the City, be necessary or advisable and from time to time to construct or install over, in, or under the Franchised Area all necessary systems or parts and in connection with maintenance, and to use the Franchised Area for access to other areas in and around the Franchised Area. Exercise of rights of access to repair, to make alterations, or to commence new construction will not unreasonably interfere with the use and occupancy of the Franchised Area by Grantee.
- C. Exercise of any of the foregoing rights by the City, or others pursuant to the City's rights, do not constitute an eviction of Grantee, nor are grounds for any abatement of fees or any claim for damages.

**34. FORCE MAJEURE.**

Notwithstanding any other provision of this Agreement, Grantee shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due to an event or events reasonably beyond the ability of Grantee to anticipate and control. "Force majeure" includes acts of God, terrorism, war or riots, labor strikes or civil disturbances, earthquakes, fire, explosions, pandemics, epidemics, hurricanes, tornadoes, and work delays caused by waiting for utility providers.

**35. SEVERABILITY; CONFLICT.**

- (A) If any section, subsection, paragraph, or provision of this Agreement becomes void, voidable, or unenforceable for any reason, such provision or provisions shall be deemed severable from the remaining provisions of this Agreement and shall have no effect on the legality, validity, or constitutionality of any other section, subsection, paragraph, or provision of this Agreement, all of which will remain in full force and effect for the term of the Agreement.
- (B) If any section, subsection, paragraph, or provision of this Agreement conflicts with Chapter 5-24, the provisions of this Agreement shall govern.

**36. WAIVER OF JURY TRIAL.** To the fullest extent possible, the Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement and the transactions contemplated herein.

**37. MISCELLANEOUS: INTEGRATION; CONSTRUCTION; CAPTIONS; WAIVER; NO JOINT VENTURE; NO THIRD-PARTY BENEFICIARIES.**

This Agreement constitutes the entire agreement between the parties concerning the subject matter stated and supersedes all prior negotiations, understandings, and agreements between the parties concerning those matters. This Agreement shall be interpreted, applied, and enforced according to the fair meaning of its terms and not be construed strictly in favor of or against either party, regardless of which party may have drafted any of its provisions. The captions in this Agreement are for convenience of reference only and shall in no way limit or enlarge the terms and conditions of this Agreement. No provision of this Agreement may be waived or modified except in writing. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to act, nor shall either party act, toward third persons or the public in any manner which would indicate any such relationship with the other. The relationship between the City and Grantee is at all times solely that of the City and Grantee, and not that of partners or joint venturers. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. The terms of this Agreement are binding upon the parties hereto and inure to the benefit of the parties' permitted successors and assigns. There are no third-party beneficiaries of this Agreement.

**TOOELE CITY CORPORATION**

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Mayor

**ATTEST:**

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City Recorder

**APPROVED AS TO FORM:**

---

City Attorney

**GRANTEE**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_

)  
) ss.

COUNTY OF \_\_\_\_\_ )

Before me, a notary public, appeared \_\_\_\_\_, who did affirm to me that he/she holds the position of \_\_\_\_ with Grantee, and that he/she did execute the foregoing instrument with due authority this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
Residing in \_\_\_\_\_ County, State of  
\_\_\_\_\_



## **TOOELE CITY CORPORATION**

### **RESOLUTION 2022-100**

#### **A RESOLUTION OF THE TOOELE CITY COUNCIL AMENDING THE TOOELE CITY FEE SCHEDULE FOR THE PRATT AQUATICS CENTER.**

WHEREAS, Tooele City Code §1-26-1 authorizes the City Council to establish City fees by resolution for activities regulated by the City and services provided by the City; and,

WHEREAS, Utah Code §10-3-717 authorizes the City Council to exercise administrative powers, such as establishing city fees and regulating the use of city property, by resolution; and,

WHEREAS, under the Council-Mayor form of municipal government, established and governed by the Tooele City Charter (2006) and Utah Code §10-3b-201 et seq., the Mayor exercises all executive and administrative powers; however, it has been the practice of Tooele City for all fees proposed by the Mayor and City Administration to be approved by the City Council by resolution and included in a Tooele City Fee Schedule; and,

WHEREAS, the current Pratt Aquatics Center fees are inadequate to cover operational costs and are below those charged by other public facilities; and,

WHEREAS, the Pratt Aquatics Center currently does not charge non-resident fees, though residents pay property taxes that support Center operations, and differentiating between Tooele City residents and non-residents would appropriately reflect taxes being paid by residents; and,

WHEREAS, the City Administration, including the Parks and Recreation Department, recommends the Pratt Aquatics Center fee structure attached as Exhibit A; and,

WHEREAS, the City Council discussed the proposed fees during its public work meetings of September 21 and November 2 and 16, 2022, and its public business meeting of December 7, 2022; and,

WHEREAS, the proposed fees will still under-recover the City operational costs for the Pratt Aquatics Center; and,

WHEREAS, the most recent comprehensive evaluation of Pratt Aquatics Center fees was in 2016, with Resolution 2016-14; and,

WHEREAS, information about fees charged at other public pool facilities is attached as Exhibit B:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOEELE CITY COUNCIL that the Tooele City Fee Schedule is hereby amended to include updated Pratt Aquatic Center fees, as shown on Exhibit A.

This Resolution shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_, 2022.

TOOELE CITY COUNCIL

(For)

(Against)

\_\_\_\_\_

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ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

\_\_\_\_\_  
Roger Evans Baker, City Attorney

## Exhibit A

### Current and Proposed Fees Pratt Aquatics Center

<b>PAC pg 1</b>	<b>current rates</b>	<b>Proposed Change</b>	<b>Proposed Rates</b>	
<b>Daily Admission</b>	<b>2015</b>		<b>Resident</b>	<b>Non Resident add .50</b>
Youth 4-12	\$2.50	Youth 3-17	\$3.00	\$3.50
Students 13 -18	\$3.00	combine w/ youth		
Adult 19-61	\$3.50	Adult 18-60	\$4.00	\$4.50
Senior 62 +	\$3.00	Senior 61+	\$3.00	\$3.50
Military	\$2.50		\$3.00	\$3.50
3 & under	free	2 & under	free	free
Aerobics Adult 19-61	\$4.00	Aerobics 18-60	\$4.50	\$5.00
Aerobics Senior 62 +	\$3.50	Aerobics Sr 61 +	\$4.00	\$4.50
Aerobics Sr Circle	\$3.00	discontinue sr circle		
		Age Group	\$4.00	\$4.50
<b>10 Punch Pass</b>				
Youth 4-12	\$16	discontinue 10 punch		
Students 13 -18	\$22	discontinue 10 punch		
Adult 19-61	\$28	discontinue 10 punch		
Senior 62 +	\$22	discontinue 10 punch		
Military	\$14	discontinue 10 punch		
Age Group	\$25	discontinue 10 punch		
Aerobics Adult 19-61	\$35	discontinue 10 punch		
Aerobics Senior 62 +	\$30	discontinue 10 punch		
Aerobics Sr Circle	\$25	discontinue 10 punch		
<b>20 Punch</b>				<b>\$5.00 increase</b>
Youth 4-12	\$28	Youth 3-17	\$35	\$40
Students 13 -18	\$40	combine w/ youth		
Adult 19-61	\$50	Adult 18-60	\$60	\$65
Senior 62 +	\$40	Senior 61+	\$40	\$45
Military	\$25		\$40	\$45
Age Group	\$40		\$55	\$60
Aerobics Adult 19-61	\$65	Aerobics 18-60	\$70	\$75
Aerobics Senior 62 +	\$55	Aerobics Sr 61+	\$60	\$65
Aerobics Sr Circle	\$50	discontinue sr circle		
<b>Memberships</b>				<b>\$5 to \$10 increase</b>
Youth 4-12	\$105	Youth 3-17	\$100	\$105
Students 13 -18	\$145	combine w/ youth		
Adult 19-61	\$180	Adult 18-60	\$180	\$185
2-Party Adult	\$290		\$290	\$300
Senior 62 +	\$145	Senior 61+	\$145	\$150
		2-Party Senior	\$240	\$250
Family	\$290 & \$430max		\$290 & \$430max	\$300+\$35 kid \$440max
Single Parent	\$180 & \$320max	family memberships	\$180 & \$320max	\$185+\$35 kid \$325max
Military Family	\$180 & \$320max	\$35 per kid	\$220 & \$360 max	\$230+\$35kid \$370 max
Military Single Adult	\$150		\$145	\$150
Age Group	\$265		\$275	\$280
Add to membership	\$185		\$185	\$185

[illegible]



## Exhibit B

### Public Pool Comparison Information

	<b>Deseret Peak Pool</b>	<b>Current Rates</b>	<b>Layton City Surf &amp; Swim</b>	<b>Current Rates</b>
	<b>Daily Admission</b>		<b>Daily Admission</b>	
	Youth	\$4	Youth/student 3-17	\$3 winter/\$4.50 summer
	Student	\$4		
	Adult	\$4	Adult 18-61	\$3 winter/\$4.50 summer
	Senior	\$4	Senior	\$3 winter/\$4.50 summer
	Military	\$4	Military	n/a
	3 & under	\$4	3 & under	free
	Water Aerobics Adult	n/a	Water Aerobics Adult	\$3
	Water Aerobics Senior	n/a	Water Aerobics Senior	\$3
	<b>10 Punch Pass</b>		<b>10 Punch Pass</b>	
	Youth	\$30	n/a	
	Student	\$30		
	Adult	\$30		
	Senior	\$30		
	Military	\$30		
	<b>20 Punch</b>		<b>20 punch</b>	
	Youth	\$60	Youth/student 3-17	\$60 winter/\$80 summer
	Student	\$60		
	Adult	\$60	Adult 18-61	\$60 winter/\$80 summer
	Senior	\$60	Senior	\$50
	Military	\$60	Military	n/a
	Water Aerobics Adult	n/a	Water Aerobics Adult	\$50
	Senior 62 +	n/a	Senior 62 +	\$50
	<b>Annual Memberships</b>		<b>Annual Memberships</b>	
	no annual memberships		Youth/student 3-17	\$225
			Adult 18-61	\$225
			Senior	\$225
			Family	\$375 up to 5 then \$30
				additional fam member
			Military	n/a
	<b>Rentals</b>		<b>Rentals</b>	
	Facility 2 hrs Sun-Thurs	\$300	Facility 3 hrs	\$500
	Facility 2 hrs Fri & Sat	\$400		

<b>Fairmont Pool SL County</b>	<b>Current Rates</b>	<b>Lehi City Aquatic Center</b>	<b>Current Rates</b>
<b>Daily Admission</b>		<b>Daily Admission</b>	
Youth/student 3-17	\$2	Child 4-11	\$4
		Youth 12-17	\$5
Adult 18-61	\$4	Adult 18-64	\$6
Senior 62-80	\$3	Senior 65+	\$4
Military	n/a	Military	n/a
2 & under	free	3 & under	free
Water Aerobics Adult	\$4	Water Aerobics Adult	
Water Aerobics Senior	\$4	Water Aerobics Senior	
<b>10 Punch Pass</b>		<b>10 Punch Pass</b>	
n/a		<b>10 punch</b> not available	
<b>20 punch</b>		<b>20 punch</b>	
Youth/student 3-17	\$20	n/a	
Adult 18-61	\$60		
Senior 62-79	\$40		
Military	n/a		
<b>Annual Memberships</b>		<b>Annual Memberships</b>	pool pass summer
Youth/student 3-17	76	Youth/student 3-17	
Adult 18-61	145	Adult 18-61	
Senior 62-79	125	Senior 62-79	
Senior family of 2	195	Senior family of 2	
Family	\$225 first 2	Family	\$193 up to 6
	\$20 add members		
Military	n/a	Military	n/a
		Age Group	
<b>Rentals</b>		<b>Rentals</b>	
Facility 2 pools/1 pool	\$300/\$200	Facility	\$375
Birthday party rm	\$60 1 hr		

<b>Payson City Pool</b>	<b>Current Rates</b>	<b>Private Lesson rates other facilities</b>	
<b>Daily Admission</b>		Lindon City Pool	
Child 4-11	\$5	1 student	\$25 for a 30 min lesson
Youth 12-17	\$5		\$100 for four 30 min lessons
Adult 18-54	\$5	semi private lesson	
Senior 55 +	\$2.5	2 students	\$35 for a 30 min lesson
Military	n/a		\$140 for four 30 min lessons
3 & under	\$1	3 students	\$52.5 for a 30 min lesson
Water Aerobics Adult			\$210 for four 30 min lessons
Water Aerobics Senior			
<b>10 Punch Pass</b>			
Child 4-11	\$40	Clearfield city pool	
Youth 12-17	\$40	1 student	\$20 for a 30 min lesson
Adult 18-54	\$40		\$80 for four 30 min lessons
Senior 55 +	\$40	2 students	\$25 for a 30 min lesson
Military	n/a		\$100 for four 30 min lessons
		3 students	\$30 for a 30 min lesson
			\$120 for four 30 min lessons
<b>25 punch</b>		Provo city pool	
Child 4-11	\$40	1 student	\$20 for a 30 min lesson
Youth 12-17	\$40		\$80 for four 30 min lessons
Adult 18-54	\$40		
Senior 55 +	\$40		
Military	n/a		
<b>Annual Memberships</b>			
memberships not avail			
<b>Rentals</b>			
facility/shared facility	\$750/\$375		
Birthday party rm	\$30 2 hours		

**TOOELE CITY CORPORATION**

**RESOLUTION 2022-102**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH UTAH FLOORING & DESIGN FOR CARPET REPLACEMENT IN TOOELE CITY HALL.**

WHEREAS, Tooele City owns and operates the City Hall building, which opened in 2000; and,

WHEREAS, the carpet in areas of City Hall has never been replaced, and is showing sufficient wear and tear as to need replacement; and,

WHEREAS, the carpet replacement project was competitively bid as required by the City's procurement policy, and Utah Flooring & Design was the lowest bidder, with a cost of \$43,481.23; and,

WHEREAS, the carpet replacement project agreement and cost breakdowns are attached as Exhibit A; and,

WHEREAS, it is in the best interest of Tooele City to maintain its city facilities in good, safe, and professional working order:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the City Council hereby approves an agreement (attached as Exhibit A) with Utah Flooring & Design, in the amount of \$43,481.23, for the installation of new carpet in City Hall.

This Resolution shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

TOOELE CITY COUNCIL

(For)

(Against)

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

\_\_\_\_\_  
Roger Evans Baker, Tooele City Attorney



## Exhibit A

Agreement:

Utah Flooring & Design

(plus cost breakdown)



## AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and Utah Flooring & Design of 8452 South State Street, Midvale, UT 84047, a(n) LLC, (hereinafter “Contractor”) enter into this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”).

**Now, therefore, in consideration of the promises contained in this Agreement, the City and the Contractor agree to the following:**

1. Services (Scope of Work). The Contractor shall provide the following services to the City: Remove current carpet and install new carpet in the following areas of Tooele City Hall located at 90 North Main Street, Tooele, including all offices, common areas, and hallways: Mayor’s Suite, Parks/Recorders Suite, 2<sup>nd</sup> Floor Hallway including Copy Room and Small Conference Room, East Stairwell, West Stairwell, and Public Works Suite (Quotes attached). This will require work to be performed nights and weekends as to not interrupt regular operation of business during the work day. Utah Flooring & Design will lift and move furniture as needed for removal and installation of carpet.
2. Disclaimer of Right of Control. Contractor shall perform its duties competently. The City disclaims any right to control the Contractor’s performance of the Services.
3. Compensation.
  - a. Rate. The City shall pay the Contractor the sum of \$43,481.23 for fully performing the Services, pursuant to invoice.
  - b. Total Cost Contract. This Agreement is a “Total Cost Contract”. The contract Rate includes all costs and expenses associated with the provision of the Services.
  - c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.
4. Term of Agreement. Contractor shall fully perform the Services by January 23, 2023.
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
  - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$250,000.
  - b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any act or omission of Contractor or its agents in performance of this Agreement.
  - c. Contractor Workers Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. If Contractor is a sole proprietor, Contractor shall purchase and maintain workers compensation insurance or obtain an exclusion from Workers Compensation Fund of Utah.

- d. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance and workers compensation insurance or exclusion to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence of insurance.
  - e. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.
  - f. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.
7. Business License. Contractor shall obtain a Tooele City business license as required by Tooele City Code §5-1-1 *et seq.*
  8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.
  9. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

TOOELE CITY CORPORATION

CONTRACTOR

\_\_\_\_\_  
Debra E. Winn, Tooele City Mayor

\_\_\_\_\_  
Signature  
Print Name/Title:\_\_\_\_\_

Attest:

\_\_\_\_\_  
Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

\_\_\_\_\_  
Roger Evans Baker, Tooele City Attorney



## UTAH RETIREMENT SYSTEMS POST-EMPLOYMENT/POST-RETIREMENT RESTRICTIONS ACT CERTIFICATION & RELEASE

Tooele City is a Utah Retirement System (URS) participating agency. As a participating agency, post-retirement employment/vendor/contractor rules apply. Post-retirement employment means returning to work either on our payroll or as a vendor/contractor for a URS participating employer following your retirement date with the Utah Retirement Systems. Different standards apply depending on whether you return to work within one year or after one year from your retirement date with URS.

You must separate from employment (including part-time and vendor/contractor arrangements) with any participating employer for one year following your retirement date with URS, unless eligible exclusions apply.

You are responsible for understanding post-retirement employment rules and ensuring there is no violation of such rules by providing services to Tooele City Corporation. **If you have any questions, call the URS office at 801-366-7770 or 800-695-4877 before you begin any work for or provide any services to Tooele City.**

### CHECK APPLICABLE BOX:

- ☐ Contractor (a sole proprietor) certifies that he or she is NOT a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.
- ☐ Contractor (on behalf of a partnership, LLC, company, or corporation) certifies that NO officer or principal is a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.
- ☐ Contractor certifies that following contractor(s), officer(s) or principal(s) of the business ARE Utah State Retirement Systems (URS) retiree(s). Contractor further certifies that the URS office has been properly notified of post-retirement reemployment of such individuals. Contractor assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and or/penalties that may occur at any time in the future if found to be in violation. URS Retirees:

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

[State law requires that the City, through Human Resources, provide such information to URS.]

As a condition of doing business with Tooele City, you hereby accept responsibility and waive all claims of joint liability against Tooele City for any violations of the URS post-retirement re-employment/vendor/contractor rules.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date



## Quote

Customer ID: PR123728  
Quote Number: Q66750  
Date: 10/29/2022

**0% FINANCING AVAILABLE OAC!!!**  
**PAYMENT AS LOW AS \$427.31 PER MONTH!**  
**APPLY NOW!**

## **SEE OUR WORK**

### **Utah Flooring & Design**

8452 State St  
Midvale, UT 84047  
Phone: (801) 895-2115  
Website: [www.utahflooringanddesign.com](http://www.utahflooringanddesign.com)  
Email: [billing@utahfloorcoverings.com](mailto:billing@utahfloorcoverings.com)  
DOPL 9328329-5501

Bond Amount: \$20,000  
Residential: \$15,000  
Commercial : \$5,000

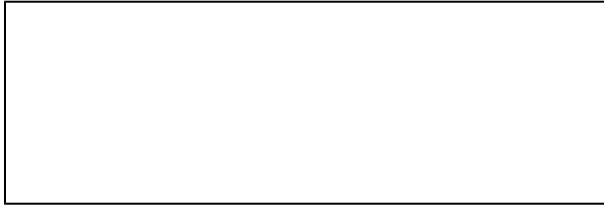
TO  
Shilo Baker  
90 North Main Street  
Tooele, UT 84074

Quote valid through:  
Description:

Product	Product Category	Description	Unit of Measure	Qty	Unit Price	Total
Basalt	Carpet Tiles		YD	220.0	\$ 29.57	\$ 6,505.40
PR - Pressure Sensitive Glue	Adhesive	4 Gallon Bucket	each	2.0	\$ 225.00	\$ 450.00
CR - Carpet - Install Carpet "Glue Down"	Carpet	Areas: 2nd Floor Hallway, Copy Room, Conference Room, Top Stair Landings, Restroom Entrances, Walkways Subfloor: Concrete	YD	220.0	\$ 10.00	\$ 2,200.00
CR - Remove and Haul Away - Carpet - Glue Down	Remove & Haul away	Areas: 2nd Floor Hallway, Copy Room, Conference Room, Top Stair Landings, Restroom Entrances, Walkways Subfloor: Concrete  This is for Normal Tear out if a Machine is necessary there will be a change order	YD	220.0	\$ 5.00	\$ 1,100.00
CR - Sight Unseen "Change	CHANGE ORDER	N/A = "Does not apply for this Project" Customer understands that due to Sight Unseen items such as Mold, Particle Board, Multiple layers of old install, ETC. There will be a Change Order			\$ 0.00	\$ 0.00

Order Required"		needed. Some Items may VOID all Installation and Manufacture Warranty's if not brought up to Manufacture spec's				
						<b>Subtotal</b>
						<b>\$ 10,255.40</b>
						<b>Sales Tax</b>
						<b>\$ 0.00</b>
						<b>Total</b>
						<b>\$ 10,255.40</b>

This agreement is between Utah Flooring & Design and Shilo Baker. By signing this invoice the Shilo Baker agrees that Home Solutionz can order all products and dispatch their installation crew to complete all services listed on the invoice. Shilo Baker accepts the [Terms & Conditions](#) along with the [Service Agreement](#) listed on the Company Website. Shilo Baker agrees to provide a 50% deposit for "Installation Only Projects" or 75% Deposit for any "Product, Equipment and Installation Projects". Company has a lifetime Service & Labor Warranty. Shilo Baker understands and agrees Utah Flooring & Design will automatically collect the remaining balance of the invoice on the day of the installation using the same payment method used for the deposit.



Date: 10/29/2022

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## Quote

Customer ID: PR123728  
Quote Number: Q66755  
Date: 10/29/2022

**0% FINANCING AVAILABLE OAC!!!**  
**PAYMENT AS LOW AS \$302.98 PER MONTH!**  
**APPLY NOW!**

## **SEE OUR WORK**

### **Utah Flooring & Design**

8452 State St  
Midvale, UT 84047  
Phone: (801) 895-2115  
Website: [www.utahflooringanddesign.com](http://www.utahflooringanddesign.com)  
Email: [billing@utahfloorcoverings.com](mailto:billing@utahfloorcoverings.com)  
DOPL 9328329-5501

Bond Amount: \$20,000  
Residential: \$15,000  
Commercial : \$5,000

TO  
Shilo Baker  
90 North Main Street  
Tooele, UT 84074

Quote valid through:  
Description:

Product	Product Category	Description	Unit of Measure	Qty	Unit Price	Total
Basalt	Carpet Tiles		YD	92.0	\$ 29.57	\$ 2,720.44
PR - Rubber Baseboard	Baseboard	Color:	Roll	2.0	\$ 136.00	\$ 272.00
PR - Rubber Stairnose	Stairnose	Color:	EA	19.0	\$ 50.00	\$ 950.00
PR - Pressure Sensitive Glue	Adhesive	Per Bucket	each	1.0	\$ 225.00	\$ 225.00
CR - Carpet - Install Carpet "Glue Down"	Carpet	Areas: 2 - Stairways, Landings	YD	92.0	\$ 10.00	\$ 920.00
CR - Finish Work - Vinyl Base - Rubber Base	Baseboard		LF	162.0	\$ 2.00	\$ 324.00
CR - Remove and Haul Away - Carpet - Glue Down	Remove & Haul away	Areas: 2 - Stairways, Landings This is for Normal Tear out if a Machine is necessary there will be a change order	YD	92.0	\$ 5.00	\$ 460.00

CR - Carpet - Stairs - Full Wrap	Carpet		EA	56.0	\$ 25.00	\$ 1,400.00
CR - Sight Unseen "Change Order Required"	CHANGE ORDER	N/A = "Does not apply for this Project" Customer understands that due to Sight Unseen items such as Mold, Particle Board, Multiple layers of old install, ETC. There will be a Change Order needed. Some Items may VOID all Installation and Manufacture Warranty's if not brought up to Manufacture spec's			\$ 0.00	\$ 0.00

**Subtotal \$ 7,271.44**

**Sales Tax \$ 0.00**

**Total \$ 7,271.44**

This agreement is between Utah Flooring & Design and Shilo Baker. By signing this invoice the Shilo Baker agrees that Home Solutionz can order all products and dispatch their installation crew to complete all services listed on the invoice. Shilo Baker accepts the [Terms & Conditions](#) along with the [Service Agreement](#) listed on the Company Website. Shilo Baker agrees to provide a 50% deposit for "Installation Only Projects" or 75% Deposit for any "Product, Equipment and Installation Projects". Company has a lifetime Service & Labor Warranty. Shilo Baker understands and agrees Utah Flooring & Design will automatically collect the remaining balance of the invoice on the day of the installation using the same payment method used for the deposit.



Date: 10/29/2022

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## Quote

Customer ID: PR123728

Quote Number: Q66749

Date: 10/29/2022

**0% FINANCING AVAILABLE OAC!!!**  
**PAYMENT AS LOW AS \$340.88 PER MONTH!**  
**APPLY NOW!**

## SEE OUR WORK

### Utah Flooring & Design

8452 State St

Midvale, UT 84047

Phone: (801) 895-2115

Website: [www.utahflooringanddesign.com](http://www.utahflooringanddesign.com)

Email: [billing@utahfloorcoverings.com](mailto:billing@utahfloorcoverings.com)

DOPL 9328329-5501

Bond Amount: \$20,000

Residential: \$15,000

Commercial : \$5,000

TO

Shilo Baker

90 North Main Street

Tooele, UT 84074

Quote valid through:

Description:

Product	Product Category	Description	Unit of Measure	Qty	Unit Price	Total
Basalt	Carpet Tiles		YD	160.0	\$ 29.57	\$ 4,731.20
PR - Pressure Sensitive Glue	Adhesive	4 Gallon Bucket	each	2.0	\$ 225.00	\$ 450.00
CR - Carpet - Install Carpet "Glue Down"	Carpet	Areas: Mayor Suite - Entry, Receptionist Area, Office 1, Office 2, Office 3, Office 4 Subfloor: Concrete	YD	160.0	\$ 10.00	\$ 1,600.00
CR - Remove and Haul Away - Carpet - Glue Down	Remove & Haul away	Areas: Mayor Suite - Entry, Receptionist Area, Office 1, Office 2, Office 3, Office 4 Subfloor: Concrete  This is for Normal Tear out if a Machine is necessary there will be a change order	YD	160.0	\$ 5.00	\$ 800.00
		We do not move under any circumstances the following items. Pianos Pool Tables Grand Father Clocks				

CR - Appliances - Move Furniture Per Room	Appliances	<p>All Personal or valuable items MUST be removed from all furniture prior to installation date.</p> <p>We Do NOT disassemble or reassemble any furniture.</p> <p>Electronics must be disconnected prior to installation date.</p> <p>Customer is responsible reconnecting all electronics.</p> <p>Customer is responsible for reconnecting all plumbing &amp; gas lines after installation.</p> <p>We are not responsible for any stripped valves or leaks in appliances.</p>	EA	1.0	\$ 600.00	\$ 600.00
CR - Sight Unseen "Change Order Required"	CHANGE ORDER	N/A = "Does not apply for this Project" Customer understands that due to Sight Unseen items such as Mold, Particle Board, Multiple layers of old install, ETC. There will be a Change Order needed. Some Items may VOID all Installation and Manufacture Warranty's if not brought up to Manufacture spec's			\$ 0.00	\$ 0.00

**Subtotal**      **\$ 8,181.20**

**Sales Tax**      **\$ 0.00**

**Total**      **\$ 8,181.20**

This agreement is between Utah Flooring & Design and Shilo Baker. By signing this invoice the Shilo Baker agrees that Home Solutionz can order all products and dispatch their installation crew to complete all services listed on the invoice. Shilo Baker accepts the [Terms & Conditions](#) along with the [Service Agreement](#) listed on the Company Website. Shilo Baker agrees to provide a 50% deposit for "Installation Only Projects" or 75% Deposit for any "Product, Equipment and Installation Projects". Company has a lifetime Service & Labor Warranty. Shilo Baker understands and agrees Utah Flooring & Design will automatically collect the remaining balance of the invoice on the day of the installation using the same payment method used for the deposit.



Date: 10/29/2022

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## Quote

Customer ID: PR123728  
Quote Number: Q66751  
Date: 10/29/2022

**0% FINANCING AVAILABLE OAC!!!**  
**PAYMENT AS LOW AS \$385.41 PER MONTH!**  
**APPLY NOW!**

## **SEE OUR WORK**

### **Utah Flooring & Design**

8452 State St  
Midvale, UT 84047  
Phone: (801) 895-2115  
Website: [www.utahflooringanddesign.com](http://www.utahflooringanddesign.com)  
Email: [billing@utahfloorcoverings.com](mailto:billing@utahfloorcoverings.com)  
DOPL 9328329-5501

Bond Amount: \$20,000  
Residential: \$15,000  
Commercial : \$5,000

TO  
Shilo Baker  
90 North Main Street  
Tooele, UT 84074

Quote valid through:  
Description:

Product	Product Category	Description	Unit of Measure	Qty	Unit Price	Total
Basalt	Carpet Tiles		YD	154.0	\$ 29.57	\$ 4,553.78
PR - Rubber Baseboard	Baseboard	Color:	Roll	3.0	\$ 136.00	\$ 408.00
PR - Pressure Sensitive Glue	Adhesive	4 Gallon Bucket	each	2.0	\$ 225.00	\$ 450.00
CR - Carpet - Install Carpet "Glue Down"	Carpet	Areas: Park Suite - Entry, Receptionist Area, Main Office Area, Office 1, Office 2 Subfloor: Concrete	YD	154.0	\$ 10.00	\$ 1,540.00
CR - Finish Work - Vinyl Base - Rubber Base	Baseboard		LF	264.0	\$ 2.00	\$ 528.00
CR - Remove and Haul Away - Carpet - Glue Down	Remove & Haul away	Areas: Park Suite - Entry, Receptionist Area, Main Office Area, Office 1, Office 2 Subfloor: Concrete  This is for Normal Tear out if a Machine is necessary there will be a change order	YD	154.0	\$ 5.00	\$ 770.00

CR - Move Furniture Per Room	Appliances	-We do not move under any circumstances the following items. -Pianos -Pool Tables -Safes -Grand Father Clocks -All Personal or valuable items MUST be removed from all furniture prior to installation date. -We Do NOT disassemble or reassemble any furniture. -Electronics must be disconnected prior to installation date. -Customer is responsible reconnecting all electronics. -Customer is responsible for reconnecting all plumbing & gas lines after installation. -We are not responsible for any stripped valves or leaks in appliances.	EA	1.0	\$ 1,000.00	\$ 1,000.00
CR - Sight Unseen "Change Order Required"	CHANGE ORDER	N/A = "Does not apply for this Project" Customer understands that due to Sight Unseen items such as Mold, Particle Board, Multiple layers of old install, ETC. There will be a Change Order needed. Some Items may VOID all Installation and Manufacture Warranty's if not brought up to Manufacture spec's			\$ 0.00	\$ 0.00

**Subtotal**      **\$ 9,249.78**

**Sales Tax**      **\$ 0.00**

**Total**      **\$ 9,249.78**

This agreement is between Utah Flooring & Design and Shilo Baker. By signing this invoice the Shilo Baker agrees that Home Solutionz can order all products and dispatch their installation crew to complete all services listed on the invoice. Shilo Baker accepts the [Terms & Conditions](#) along with the [Service Agreement](#) listed on the Company Website. Shilo Baker agrees to provide a 50% deposit for "Installation Only Projects" or 75% Deposit for any "Product, Equipment and Installation Projects". Company has a lifetime Service & Labor Warranty. Shilo Baker understands and agrees Utah Flooring & Design will automatically collect the remaining balance of the invoice on the day of the installation using the same payment method used for the deposit.



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## Quote

Customer ID: PR123728

Quote Number: Q66754

Date: 10/29/2022

**0% FINANCING AVAILABLE OAC!!!**  
**PAYMENT AS LOW AS \$355.14 PER MONTH!**  
**APPLY NOW!**

## **SEE OUR WORK**

### **Utah Flooring & Design**

8452 State St

Midvale, UT 84047

Phone: (801) 895-2115

Website: [www.utahflooringanddesign.com](http://www.utahflooringanddesign.com)

Email: [billing@utahfloorcoverings.com](mailto:billing@utahfloorcoverings.com)

DOPL 9328329-5501

Bond Amount: \$20,000

Residential: \$15,000

Commercial : \$5,000

TO

Shilo Baker

90 North Main Street

Tooele, UT 84074

Quote valid through:

Description:

Product	Product Category	Description	Unit of Measure	Qty	Unit Price	Total
Basalt	Carpet Tiles	CUSTOMER NEEDS TO SELECT A PRODUCT COLOR:	YD	113.0	\$ 29.57	\$ 3,341.41
LVT	Lvt		Sqft	240.0	\$ 2.25	\$ 540.00
PR - Rubber Baseboard	Baseboard	Color:	Roll	3.0	\$ 136.00	\$ 408.00
PR - Pressure Sensitive Glue	Adhesive	Per Bucket	each	1.0	\$ 225.00	\$ 225.00
CR - Install - LVT - Glue Down	Lvt	Area: Public Works Suite - Entrance, Closet	Sqft	240.0	\$ 2.25	\$ 540.00
CR - Carpet - Install Carpet "Glue Down"	Carpet	Areas: Public Works Suite - Main Office Area, Office 1 Subfloor: Concrete	YD	113.0	\$ 10.00	\$ 1,130.00
CR - Finish Work - Vinyl Base - Rubber Base	Baseboard		LF	241.0	\$ 2.00	\$ 482.00

CR - Remove and Haul Away - Carpet - Glue Down	Remove & Haul away	Areas: Park Suite - Entrance, Main Office Area, Office 1 Subfloor: Concrete  This is for Normal Tear out if a Machine is necessary there will be a change order	YD	125.0	\$ 5.00	\$ 625.00
CR - Carpet Base - Install	Carpet	(Metal or Binding NOT Included)	LF	241.0	\$ 2.00	\$ 482.00
CR - Move Furniture Per Room	Appliances	-We do not move under any circumstances the following items. -Pianos -Pool Tables -Safes -Grand Father Clocks -All Personal or valuable items MUST be removed from all furniture prior to installation date. -We Do NOT disassemble or reassemble any furniture. -Electronics must be disconnected prior to installation date. -Customer is responsible reconnecting all electronics. -Customer is responsible for reconnecting all plumbing & gas lines after installation. -We are not responsible for any stripped valves or leaks in appliances.	EA	1.0	\$ 750.00	\$ 750.00
CR - Sight Unseen "Change Order Required"	CHANGE ORDER	N/A = "Does not apply for this Project" Customer understands that due to Sight Unseen items such as Mold, Particle Board, Multiple layers of old install, ETC. There will be a Change Order needed. Some Items may VOID all Installation and Manufacture Warranty's if not brought up to Manufacture spec's			\$ 0.00	\$ 0.00

**Subtotal \$ 8,523.41**

**Sales Tax \$ 0.00**

**Total \$ 8,523.41**

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Date: 10/29/2022

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**TOOELE CITY CORPORATION**

**RESOLUTION 2022-99**

**A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING THE TOOELE CITY PURCHASING AGENT TO DISPOSE OF SURPLUS PERSONAL PROPERTY**

WHEREAS, Section VI of the Tooele City Purchasing Policy, Guidelines, and Procedure ("Policy")<sup>1</sup> provides that "When goods are deemed surplus, outdated, or no longer needed by a department, and are valued at \$100 or more, the Purchasing Agent will recommend the transfer or disposal of the goods. If the Purchasing Agent is recommending disposal, he/she will present a list of all goods valued at \$100 or more to the City Council for approval of disposal"; and,

WHEREAS, Policy Section X1(17) defines "goods" to mean "supplies, materials, equipment, wares, merchandise, and similar items"; and,

WHEREAS, the City is in possession of goods ("Goods"), specifically chairs and pool tables from the youth center, which it deems to be surplus to the needs of Tooele City, the Goods being enumerated in the attached Exhibit A, and requests the assistance of the Purchasing Agent to dispose of those Goods by resolution presented to the City Council; and,

WHEREAS, the Goods are not evidence in a criminal prosecution, disposed of under UCA Chapter 24-3, and are not lost or mislaid property in the possession of the police department, disposed of under UCA Chapter 77-24a:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the City Council hereby declares the Goods to be surplus to the needs of Tooele City, and hereby authorizes the Purchasing Agent and the City Administration to dispose of the goods through sale, donation, recycling, or other disposal.

This Resolution shall take effect upon passage.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_, 2022.

---

<sup>1</sup> Adopted by Ordinance 2022-27 on August 3, 2022.

TOOELE CITY COUNCIL

(For)

(Against)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ABSTAINING:\_\_\_\_\_

MAYOR OF TOOELE CITY

(For)

(Against)

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form: \_\_\_\_\_  
Roger Evans Baker, City Attorney

## Exhibit A

### List of Surplus Goods



36 wooden chairs



38 red metal chairs





2 pool tables

TOOELE CITY CORPORATION  
FISCAL NOTE TO PROPOSED EXPENDITURE

11/29/22

DESCRIPTION OF EXPENDITURE:

VENDOR: SKM

V# 00840

SCADA SYSTEM UPDATE

REVENUE LINE ITEM:	ACCOUNT NUMBER	CURRENT BUDGET	RECEIPTS TO DATE	ADDITIONAL FUNDING	TOTAL FUNDING
					0.00

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
SCADA SYSTEM	51 5120 741520	350,000.00	0.00	32,855.00	317,145.00
TOTAL:				32,855.00	

REQUESTED

Jamie Grandpre  
DEPARTMENT HEAD

REVIEWED

FINANCE DIRECTOR

APPROVED

MAYOR

APPROVED

COUNCIL CHAIRMAN



REQUEST FOR PURCHASE ORDER  
PUBLIC WORKS DEPARTMENT

DIVISION: Water Department

Vendor: SKM Vendor #: 00840  
Account #: 51-5120-741520 Date: 11/14/2022  
Amount: \$ \$32,855.00 Signature: [Signature]

Item(s) Description: See Attached Quote

Reason for Purchase: To start the SCADA System Update

Approval:

Signature \_\_\_\_\_ PO#: \_\_\_\_\_

WHEN APPROVED PLEASE FORWARD THE APPROVAL TO:

Chris Johnson

NOTES: ✂ Emailed to Michelle for 12/1/22 council approval



SAVE TIME • SAVE ENERGY • SAVE MONEY

533 W 2600 S, Suite 25, Bountiful, UT 84010  
(801)677-0011 www.skmeng.com**Quotation**November 11<sup>th</sup>, 2022

Chris Johnson

Tooele Water

**Re: Tooele Water SCADA Upgrade- Task 2 System Design and Testing and Spare PLC Parts**

Network Design and Testing	Hours	Rate	Total
Network Engineer	60	\$135	\$8,100
Controls Technician/Electrician	200	\$95	\$19,000
<b>Total</b>			<b>\$27,100</b>

PLC Equipment	Cost	Total
M340 PLC (32 Dis, 8 Relay Outs, 8AIs, 4AOs)	\$5,755	\$5,755
<b>Total</b>		<b>\$5,755</b>

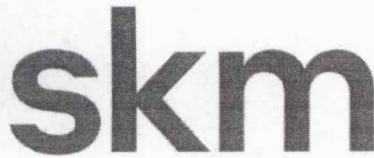
**Quote Total: \$32,855****Expires 90 Days****Comments:**

Network Design and Testing is based on the Water SCADA System Upgrade Proposal SKM sent to Tooele in April of 2022. Task 2 of that proposal included Radio Path Studies. We will set up temporary radios and antennas and test to make sure that the high speed link between repeater towers with cell backup is viable, and that remote sites have viable paths to the repeaters. We can then create a detailed network diagram and bill of materials to continue with the SCADA upgrade. We will coordinate with Tooele IT on cell network and VPN considerations. We will also need some help from Tooele's Electrical department with lift trucks and maybe some temporary antenna installs.

PLC Equipment: PLC equipment from all the major manufacturers has long lead times right now. The pandemic related chip shortages continue to cause delays. The PLCs the city currently uses have now been completely discontinued and parts/repair/direct replacement is not an option. Having spare equipment on hand in case of emergency is recommended. The quoted PLC is a Schneider M340 with 32 Digital Inputs, 8 Digital Outputs, 8 analog inputs, and 4 analog outputs. It would work to replace any PLC in your system in an emergency. I just got

VENDOR # 00840  
P.O. # \_\_\_\_\_  
DEPT. # 51-5120-741520  
DATE 11/15/22  
AMOUNT \$ 32,855.00  
SIGNATURE [Signature]





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533 W 2600 S, Suite 25, Bountiful, UT 84010  
(801)677-0011 [www.skmeng.com](http://www.skmeng.com)

an updated price for the quoted PLC and it only has a 5 week lead time right now. We have been seeing some 6-12 month lead times lately, so this was a pleasant surprise.

Thanks,

Mark Taylor, Principal

SKM Engineering, LLC

[mark.taylor@skmeng.com](mailto:mark.taylor@skmeng.com)

801.694.2599

**TOOELE CITY CORPORATION**  
**FISCAL NOTE TO PROPOSED EXPENDITURE**

11/29/22

**DESCRIPTION OF EXPENDITURE:**

**VENDOR:** BOYS & GIRLS CLUB OF  
GREATER SALT LAKE

**V#** 01054

FIRE SUPPRESSION INSTALLATION FOR BOYS & GIRLS CLUB

REVENUE LINE ITEM:	ACCOUNT NUMBER	CURRENT BUDGET	RECEIPTS TO DATE	ADDITIONAL FUNDING	TOTAL FUNDING
					0.00

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
AMERICAN RESCUE PLAN ACT	10 4150 481009	0.00	0.00	50,000.00	(50,000.00)
<b>TOTAL:</b>				50,000.00	

\*Will need to adjust from fund balance for ARPA funds

REQUESTED Administration  
 DEPARTMENT HEAD

REVIEWED Shannon Walker  
 FINANCE DIRECTOR

APPROVED \_\_\_\_\_  
 MAYOR

APPROVED \_\_\_\_\_  
 COUNCIL CHAIRMAN





INVOICE NO. 11-21-22

DATE 11/21/2022

CUSTOMER ID Tooele City

PO BOX 57071

Murray, UT 84157

801-322-4411

T0 Tooele City

Attn: Mayor Debbie Winn

90 N Main Street

Tooele, UT 84071

TERMS Due on receipt

DESCRIPTION	TOTAL
Tooele Boys & Girls Club Fire Suppression Installation	\$50,000.00
Total	\$50,000.00


PLEASE SEND REMITTANCE TO:

Boys &amp; Girls Clubs of Greater Salt Lake

PO Box 57071

Murray, UT 84157

Authorized Signature:

  
President/CEO

November 9, 2022

Mayor Debbie Winn  
Tooele City  
90 N Main Street  
Tooele, UT 84074

Dear Mayor Winn,

*Approved by council  
11-16-22  
Debbie E. Winn  
ARPA funds -*

Tooele City has been loyal supporters of Boys & Girls Clubs of Greater Salt Lake for more than 20 years. No matter how times have changed, your support has provided our city's young people with the needed critical services to grow into successful adults. We would not be where we are today without you.

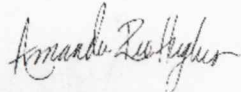
As you know, the need for a dedicated facility for our kids and teens is greater now than ever before. We have successfully acquired the building located at 310 South Main Street and have received a conditional use permit from the Tooele City Planning and Zoning Commission to provide out of school time programming for our youth with renovations beginning this fall and an anticipated opening in early 2023. We envision partnering with Tooele City to provide a facility that offers youth and teens a sense of belonging and a vibrant community where they can imagine a new and brighter future for themselves and their families. They will receive homework help, mentoring, sports and recreation programs, behavioral health lessons, access to computer technology, service and leadership clubs, and so much more. These kids will take the skills they gain from your Club and transform their community.

As our renovation plans have been reviewed by city officials and the fire department, a critical need has been identified in order to ensure a safe building for our kids and teens and the staff who will occupy the building. The Tooele City Fire Inspector has indicated that the current hydrants near the building are insufficient to protect our building and kids and we are required for the building to be equipped with a fire suppression system in order to obtain an occupancy permit.

We invite Tooele City join us in our efforts to help youth become creators of their future and empower them to be agents of change. ***We respectfully request a donation of \$50,000 for the installation of a fire suppression system.*** This amount is in alignment with early estimates for the cost of the installation on all three floors of the building and will allow us to schedule the work during our upcoming renovations plans, increasing the efficiency and timing of the project.

We are grateful for your historical support and thoughtful consideration of this request.

Warm regards,



Amanda Ree Hughes  
President & CEO



**BOYS & GIRLS CLUBS  
OF GREATER SALT LAKE**

## **Whatever It Takes To Build Great Futures!**

### President & CEO

Amanda Ree Hughes

### Executive Committee

Brad Hardy, Chair

Alicia Garcia, Chair-Elect

Scott Young, Secretary/Treasurer

Candace Dee

Craig Martucci

Dana Williamson

Jarrold Hall

Mike King

Kellie Williams

### Board of Directors

Rob Goates

Dillon Hase

Neil Kaplan

Megan Marshall

Mark McCaskill

Randy Netto

Cristie Richards

Aprille Savarese

Rachel Sweet

Jill Tavey

Jeannie Yerkovich

(801) 322-4411

179 East 5065 South  
Murray, UT 84107

Mail: PO Box 57071  
Murray, Utah 84157

**GSLClubs.org**

Debbie Winn

Approved by council  
11-16-22

Debbie G. Winn  
arpa funds

**From:** Jim Bolser  
**Sent:** Wednesday, November 16, 2022 11:09 AM  
**To:** Debbie Winn  
**Subject:** RE: Building fees

Here's the fees that have been entered into the system. Let me know if you need anything further.

#### Fee Tracking

##### Fee History

Date	Description	Fee Amount	Payment Type	Payment Amount	Receipt #	Status	Due Date	Fee Balance	Note
11/08/2022	Building Permit Fee (Table 1-A)	\$3,480.75				Not Paid	11/08/2022 (past due)	\$3,480.75	
11/08/2022	State Surcharge 1%	\$34.81				Not Paid	11/08/2022 (past due)	\$34.81	
11/08/2022	Plan Review Fee	\$2,262.49				Partially Paid	11/08/2022	\$2,012.49	
11/08/2022	Water Meter 1 1/2"	\$1,342.28				Not Paid	11/08/2022 (past due)	\$1,342.28	
10/12/2022	Payment		Paid	\$250.00	9225				

Current Balance: \$6,870.33

Jim Bolser, AICP

**From:** Debbie Winn <dwinn@TooeleCity.org>  
**Sent:** Wednesday, November 16, 2022 10:53 AM  
**To:** Jim Bolser <jimb@TooeleCity.org>  
**Subject:** Building fees

Jim,

Can you give me a total amount of the fees that are due for the building fees for the Boys and Girls Club remodel? Thank you!

*Mayor Debbie Winn*

435-843-2104

[dwinn@tooelecity.org](mailto:dwinn@tooelecity.org)



**Tooele City Council and the Tooele City Redevelopment Agency  
Work Meeting Minutes**

**Date:** Wednesday, November 16, 2022

**Time:** 5:30 p.m.

**Place:** Tooele City Hall, Council Chambers  
90 North Main Street, Tooele, Utah

**City Council Members Present:**

Justin Brady

Maresa Manzione

Ed Hansen

Tony Graf

**City Council Members Excused:**

David McCall

**City Employees Present:**

Mayor Debbie Winn

Jim Bolser, Community Development Director

Adrian Day, Police Department Chief

Roger Baker, City Attorney

Shannon Wimmer, Finance Director

Darwin Cook, Parks and Recreation Director

Michelle Pitt, City Recorder

Holly Potter, Deputy City Recorder

Jami Grandpre, Public Works Director

Jared Stewart, Economic Development Director

Minutes prepared by Katherin Yei

**1. Open City Council Meeting**

Chairman Brady called the meeting to order at 5:30 p.m.

**2. Roll Call**

Justin Brady, Present

Maresa Manzione, Present

Tony Graf, Present

Ed Hansen, Present

David McCall, Excused

**3. Mayor's Report**

Mayor Winn reported on the following:

City hall is in need of carpet replacement and additional cubicles for new staff positions.

Requesting funds from the 41 Fund Auto and Truck line item.



The Council is in support of the additions.

#### **4. Council Member's Report**

The Council Members reported on the events they attended during the week.

#### **5. Discussion Items**

##### **A. Boys & Girls Clubs Remodel Request**

*Presented by Debbie Winn, Mayor*

Mayor Winn presented the Boys and Girls Club remodel request. Their building does need a fire suppression system with a cost of \$50,000. They have asked the City to help with some additional funds. There are some funds from the City ARPA funds to help fund the project. They are also requesting \$6,870 for the building permit fees.

The Council is in support of the requests.

##### **B. Ordinance 2022-40 an Ordinance of the Tooele City Council Amending Tooele City Code Section 7-1-5 and Chapter 7-15 Regarding Fair Housing and Residential Facilities for Persons with a Disability**

*Presented by Roger Baker, City Attorney*

Mr. Baker presented an ordinance on amending Tooele City code section 7-1-5 and chapter 7-15. The number of people that can live in one home is defined in the City code. A family is defined as an individual, two or more people related by blood or marriage, or four unrelated people. The Americans with Disabilities Act does state that they have the right to housing on an equal basis with non-disabled people, and the government may have to allow a reasonable accommodation. The science has shown for a group of disabled people to provide for each other, the clinically effective level of support is about eight people. For homes like this, they have asked the City for special accommodations allowing more than four unrelated disabled people to live together as a family. If there is a need and it is demonstrated, the City can allow it. Ordinance 2022-40 is to amend the definition of the word family and add up to eight disabled unrelated persons. The staff is also recommending amendments to the chapter to supplement and fill in gaps in the ordinance.

The Council asked the following questions:

Even with the addition of eight people, they will still have to apply for a permit?

Would they be required to have ADA access?

Would the definition be changed throughout the entire Ordinance or is this specific to title 7?

Are the State certifications or license only needed for homes over 8 people?

Is the plan to bring this to a business meeting?

Mr. Baker addressed the Council's questions. The disabled persons would have to follow the same opportunities and guidelines everyone else has. The building does incorporate a number of ADA standards. If the disabled family builds a new house, they would have to follow the

building codes. Title 7 addresses use; title 4 addresses building standards. A family that has a disabled child is not regulated as a group home, but just as a family. Those group homes are regulated by the State and require licensure and certifications. State law does require this land use ordinance amendment to go through Planning Commission and a public hearing. Then the Council will hear it, have its own public hearing, and vote on the item.

### **C. Gardner Batt Water Rights Fee-in-Lieu Request**

*Presented by Jared Stewart, Economic Development Director*

Mr. Stewart presented a request from Gardner Batt for the property located on 1000 North. They are requesting 14.22 acre/feet of water fee-in-lieu for the first phase of the development. They do not have a user for the building yet, but are confident they will fill the building quickly. The request would create a cap of 14.22 acre/feet. They would pay the fee when the building permits are issued. These applications bring up a question of how the Council would like to approve these requests in the future.

Mayor Winn addressed the Council. There are many unknown variables when these applications come forward. There was a policy for tax increment the City used for incoming businesses. If the business brings in a certain amount of capital investment, there can be fee-in-lieu for a certain amount of acre/feet. The City would like to see trees and landscapes in the parks and public areas instead of industrial areas where they won't be taken care of.

The Council discussed the following:

These requests are a chicken and egg situation. They would like to see the fee-in-lieu by resolution. The Council would like to see a schedule or policy for fee-in-lieu. The City should also look at minimizing landscape and irrigation within industrial areas.

Mr. Stewart addressed the Council. As the staff has reviewed the application, the amount listed for irrigation is high in this application. They will bring this item back as a resolution.

### **D. Pratt Aquatic Center Fees**

*Presented by Darwin Cook, Parks & Recreation Director*

Mr. Cook presented updated fees for the Pratt Aquatic center regarding the non-resident fees.

### **E. Drysdale Parking**

*Presented by Justin Brady, City Council Chair*

Chairman Brady presented the Council's ability to add parking restrictions within the City. The concern came about because of the parking on the road on Drysdale creating a safety hazard and a one lane road.

Mayor Winn shared concern of safety and fire trucks getting in and out of the neighborhood.



The Council shared their support of painting one-side of the road due to safety in the neighborhood.

Mr. Baker addressed the Council in regards to an administrative act. The Council would need to review the transportation master plan. It can look at the policy question of painting the curb red. It then becomes the decision of the Mayor to move forward in painting the curb red.

**F. Ordinance 2020-26 an Ordinance of Tooele City Amending Section 4-8-2.1 of the Tooele City Code Relating to In-Fill area Street Requirements**

*Presented by Jim Bolser, Community Development Director*

Mr. Bolser presented a discussion for the in-fill area street requirements. The streets that are affected are 150 West, 50 West, and Garden Street. These are local class roads, but the roads are below standards. There are substantial upgrades and improvements to be made if they were to become local class roads. The intent of the in-fill overlay is to have intentional lower standards to encourage development. It does not address the right-of-way standards. There is an ordinance that identifies intermediate class roads and secondary class roads. Two separate standards were created. The intermediate class roads are identified to require a 30-foot asphalt width, and curb and gutter on both sides. The secondary class roads identify the road under 26-feet, a right-of-way has to be dedicated and provide 26 feet of asphalt. In 2020, the Council adopted Ordinance 2022-26, updating the standards for secondary class roads to remove the asphalt requirement and only require the right-of-way dedication. There are a few options moving forward. If the Council likes how it is currently being done, there needs to be no further action. The staff can add some of the requirements back in, rewritten, to make sense for the current roads.

The Council would like to see something happen with this item. If possible, would like to see a difference between the multi-family developments and a single-family home requirement for this area.

Mr. Bolser addressed the Council. A new development does add a safety issue for every person added to the neighborhood. A new development with improvement requirements does need to make improvements to their half of the road, but on a small road like these it could also require improvements to the far side of the road. Part of the discussion is figure out if they can divide it from one person versus a development.

Mayor Winn addressed the Council. As a starting point, let's identify the difficult areas. The City needs access and asphalt for safety reasons.

**6. Closed Meeting - Litigation, Property Acquisition, and/or Personnel**

There is no closed meeting.

**7. Adjourn**

**Chairman Brady adjourned the meeting at 6:55 p.m.**

*The content of the minutes is not intended, nor are they submitted, as a verbatim transcription of the meeting. These minutes are a brief overview of what occurred at the meeting.*

Approved this \_\_\_\_ day of December, 2022

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Justin Brady, City Council Chair

## Tooele City Council Business Meeting Minutes

**Date:** Wednesday, November 16, 2022

**Time:** 7:00 p.m.

**Place:** Tooele City Hall, Council Chambers  
90 North Main Street, Tooele, Utah

### **City Council Members Present:**

Ed Hansen

Justin Brady

Maresa Manzione

Tony Graf

### **City Council Members Excused:**

Dave McCall

### **City Employees Present:**

Mayor Debbie Winn

Jared Stewart, Economic Development Director

Jim Bolser, Community Development Director

Adrian Day, Police Department Chief

Roger Baker, City Attorney

Shannon Wimmer, Finance Director

Darwin Cook, Parks and Recreation Director

Michelle Pitt, City Recorder

Holly Potter, Deputy City Recorder

Minutes prepared by Katherin Yei

Chairman Brady called the meeting to order at 7:00 p.m.

### **1. Pledge of Allegiance**

The Pledge of Allegiance was led by Chairman Brady.

### **2. Roll Call**

Tony Graf, Present

Ed Hansen, Present

Justin Brady, Present

Maresa Manzione, Present

Dave McCall, Excused

### **3. Public Comment Period**

Terry Fisher spoke in regards to a notice she received for a vehicle that was subject for a citation.

Jay Beaster spoke in regards to speeding and traffic on 1000 East.

**4. Public Hearing on the Community Development Block Grant (CDBG) First Public Hearing**

*Presented by Jared Stewart, Economic Development Director*

Mr. Stewart shared information on the Community Development Block Grant. The funds can be used on public infrastructure units and non-profit groups. It is federal funding administered through the Wasatch Front Regional Council. The public hearing is allowing the community to give input in the ways the funds are used in the community.

The public hearing was opened.

Darlene Dixon spoke on how the funds could be used in a community area for the Boys and Girls Club.

The public hearing was closed.

**5. Public Hearing & Motion on Resolution 2022-94 a Resolution of the Tooele City Council Approving Budget Amendments for Fiscal Year 2022-2023**

*Presented by Shannon Wimmer, Finance Director*

Ms. Wimmer presented budget adjustments for grants received, England Acre Park, bond payoff, and reallocation for employees that moved departments.

The public hearing was opened. No one came forward. The public hearing was closed.

**Council Member Graf motioned to approve Resolution 2022-94 a Resolution of the Tooele City Council Approving Budget Amendments for Fiscal Year 2022-2023.** Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Chairman Brady, "Aye," Council Member Manzione, "Aye." The motion passed.

**6. Public Hearing & Motion on Ordinance 2022-41 an Ordinance of Tooele City Reassigning the Land Use Designation for Approximately 2 Acres of Property Located at the North East Corner of the Intersection of Franks Drive and 1000 North from High Density Residential (HDR) to Regional Commercial (RC)**

*Presented by Jim Bolser, Community Development Director*

Mr. Bolser presented an application for a Land Use Map Amendment for the property located near Franks Drive and 1000 North. In 2019, the property was proposed and approved for a rezone to high-density residential zoning from its commercial zoning, it's now proposed to go back. The current Land Use is HDR High Density Residential with the zoning being MR-16 Multi-Family Residential. The application is requesting to reassign the corner 2-acres of the property to the Regional Commercial land use designation. A few public comments have been received and provided. A traffic light is being proposed and is in active design. The Planning Commission has heard the item and forwarded a unanimous positive recommendation.

The Council asked the following questions:

If there is a commercial property, how will there be a balance for easier access?

Mr. Bolser addressed the Council's questions. Through the site plan process, the applicant will need to provide a traffic study that will help determine access points.

Mayor Winn spoke to the Council. UDOT has been working with the City to design a stoplight and the intersection. The City is in charge of securing the right-of-way.

The public hearing was opened. No one came forward. The public hearing was closed.

Wagstaff Investments holds the property for Holiday Oil. They are conducting a third-party traffic study. There is a possibility of entrance on 1000 North with a right-in, right-out.

**Council Member Manzione motioned to approve Ordinance 2022-41.** Council Member Hansen seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Chairman Brady, "Aye," Council Member Manzione, "Aye." The motion passed.

**7. Public Hearing & Motion on Ordinance 2022-42 an Ordinance of Tooele City Amending Table 1 of Chapter 7-16 of the Tooele City Code Regarding Residential Treatment Facilities and Programs**

*Presented by Jim Bolser, Community Development Director*

Mr. Bolser presented a City Code text amendment regarding residential treatment facilities and programs. The land use category that is identified in the City Code as residential treatments and programs is not defined in the City Code. However, it is defined in state code. This is what the City uses as its guideline. There is a facility that would like to expand into a different location that would be located in a MU-G, Mixed Use-General zoning district. The City Code text amendment would be to establish and allow residential treatment facilities and programs facilities in this specific area. The Planning Commission has heard this item and forwards a positive recommendation.

The public hearing was opened. No one came forward. The public hearing was closed.

**Council Member Hansen motioned to approve Ordinance 2022-42 an Ordinance of Tooele City Amending Table 1 of Chapter 7-16 of the Tooele City Code Regarding Residential Treatment Facilities and Programs.** Council Member Graf seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Chairman Brady, "Aye," Council Member Manzione, "Aye." The motion passed.

**8. Gardner Batt Water Rights Fee-in-Lieu Request**

*Presented by Jared Stewart, Economic Development Director*

Mr. Stewart presented a request from developer Gardner Batt to pay water rights fee-in-lieu for 14.22 acres. They would like to create confidence to development on their site. They have discussed creating a table for guidance. As well as bringing these types of items back as a resolution.

**Chairman Brady motioned to table the Water Rights Fee-in-Lieu Request until December 7<sup>th</sup>.** Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, “Aye,” Council Member Graf, “Aye,” Council Member Brady, “Aye,” Council Member Manzione, “Aye.” The motion passed.

### **9. General Vote Canvass**

*Presented by Michelle Pitt, City Recorder*

Ms. Pitt presented the following information in regards to the general vote canvas:

Tracy Shaw, the Tooele County Clerk, swears that the results from the 2022 General Election are true and correct to the best of her knowledge, that the election was conducted in compliance with the rules and regulations for ballot security as outline by the Lieutenant Governor's Office, that the election equipment was maintained in accordance with state statute and EAC certification, And that the clerk's office maintains the voter registration database in accordance with federal and state laws and rules.

Ms. Shaw provided this information about the 2022 General Election:

There were 9,524 Tooele City ballots counted.

There were 448 ballots rejected (election-wide).

Ballots are rejected for reasons, such:

Signature didn't match the voter record

Ballots arriving after the deadline

Tooele City has 17,166 registered voters, and Tooele City had a 55.48% voter turnout.

The results of the PAR Tax Question was:

6,396 in favor, 2,891 against;

it passed with 68.87% in favor, and 31.13% against.

I'm asking you, as the Board of Canvassers, to declare the 2022 General Election certified, by motion, and then by signing the post-canvass report.

**Council Member Graf motioned to approve the General vote canvas.** Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, “Aye,” Council Member Graf, “Aye,” Chairman Brady, “Aye,” Council Member Manzione, “Aye.” The motion passed.

### **10. Minutes**

There are no changes to the minutes.



**Council Member Hansen motioned to approve Minutes.** Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, “Aye,” Council Member Graf, “Aye,” Chairman Brady, “Aye,” Council Member Manzione, “Aye.” The motion passed.

**11. Invoices**

Ms. Pitt presented the following invoices:

Turf Equipment & Irrigation for Greenmaster 3150-Q Greens Mower in the amount of \$41,794.38.

**Chairman Brady motioned to approve the invoices.** Council Member Graf seconded the motion. The vote was as follows: Council Member Hansen, “Aye,” Council Member Graf, “Aye,” Chairman Brady, “Aye,” Council Member Manzione, “Aye.” The motion passed.

**12. Adjourn**

Chairman Brady adjourned the meeting at 7:36pm.

*The content of the minutes is not intended, nor are they submitted, as a verbatim transcription of the meeting. These minutes are a brief overview of what occurred at the meeting.*

Approved this \_\_\_\_ day of December, 2022

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Justin Brady, City Council Chair