

## PUBLIC NOTICE

Notice is Hereby Given that the Tooele City Council will meet in a Business Meeting on Wednesday, May 17, 2023, immediately following the Municipal Building Authority which begins at 7:00 p.m. The Meeting will be Held in the Tooele City Hall Council Chambers, Located at 90 North Main Street, Tooele, Utah. The Complete public notice is posted on the Utah Public Notice Website [www.utah.gov](http://www.utah.gov), the Tooele City Website [www.tooelecity.org](http://www.tooelecity.org), and at Tooele City Hall. To request a copy of the public notice or for additional inquiries please contact Michelle Pitt, City Recorder at (435)843-2111 or [michellep@tooelecity.org](mailto:michellep@tooelecity.org)

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. **Mayor's Community Recognition Award**  
*Presented by Debbie Winn, Mayor*
4. **Public Comment Period**
5. **Resolution 2023-23** A Resolution Of The Tooele City Council Amending Its Policy Allowing Payment Of A Fee In Lieu Of Water Rights Conveyance  
*Presented by Roger Baker, City Attorney*
6. **Resolution 2023-40** A Resolution Of The Tooele City Council Amending The Tooele City Fee Schedule Regarding Animal Shelter Fees  
*Presented by Darwin Cook, Parks & Recreation Director*
7. **Resolution 2023-41** A Resolution Of The Tooele City Council Approving An Agreement With J-U-B Engineers For The Water Reclamation Facility New Headworks Building Construction Management And Engineering  
*Presented by Jamie Grandpre, Public Works Director*
8. **Ordinance 2023-23** An Ordinance Of Tooele City Amending Tooele City Code Section 1-24 Regarding Municipal Elections  
*Presented by Michelle Pitt, City Recorder*
9. **Invoices & Purchase Orders**  
*Presented by Michelle Pitt, City Recorder*

**10. Minutes**

*~May 3, 2023 City Council Work Meeting*

*~May 3, 2023 City Council Business Meeting*

**11. 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**

### **RESOLUTION 2023-23**

#### **A RESOLUTION OF THE TOOELE CITY COUNCIL AMENDING ITS POLICY ALLOWING PAYMENT OF A FEE IN LIEU OF WATER RIGHTS CONVEYANCE.**

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, the City Council adopted the referenced fee-in-lieu policy in 2007, and revised the policy in 2008; and,

WHEREAS, on April 1, 2015, the City Council passed Resolution 2015-17, adopting an amended fee-in-lieu policy (see the resolution and meeting minutes attached hereto and incorporated herein as Exhibit A); and,

WHEREAS, on May 18, 2022, the City Council approved Resolution 2022-29, amending the fee-in-lieu policy and establishing the price per municipal acre-foot at \$35,000 (see the resolution and meeting minutes attached hereto and incorporated herein as Exhibit B); and,

WHEREAS, the City Administration recommends further amendments to the fee-in-lieu policy to address a number of important policy matters, including the following:

- Authorizing administrative implementation of the fee-in-lieu policy in its limited residential context.
- Defining non-residential development “Projects.”
- Requiring Projects desiring to pay the fee-in-lieu to submit a written request.
- Requiring consideration of inclusive criteria prior to request approval.
- Allowing for partial approvals of requests.
- Sunsetting an approval after certain deadlines related to building permit issuance and building construction.

- Formalizing a statement disavowing any connection between the fee price and the market value of water rights.
- Establishing the date on which the fee price is determined.
- Clarifying the annual 12-month limitation of 50 Credits.
- Clarifying that a Credit certificate is not required.
- Clarifying the nature of the water rights revenue fund.
- Requiring a City Council resolution for approval of payment of the fee-in-lieu.
- Declaring that approval does not constitute an entitlement or vested right.
- Declaring that Credits are not marketable, transferrable, or assignable, and are not negotiable securities.
- Indicating that a developer may not pre-pay for Credits that are not associated with a specific building permit, i.e., for future unsubmitted building permit applications in a larger development Project.
- Indicating that no approval is a precedent for any other request for approval.
- Allowing refunds for unused Credits.

WHEREAS, Tooele City continues to actively pursue water rights acquisition and development, as well as water source acquisition and development, in order to allow Tooele City to grow and to not stagnate:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOEELE CITY COUNCIL that the 2022 Policy is hereby revised in the 2023 Policy as shown in Exhibit C, attached hereto and incorporated herein.

This Resolution is necessary for the immediate preservation of the peace, health, safety, and 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 \_\_\_\_\_, 2023.

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

Resolution 2015-07 and Meeting Minutes

**TOOELE CITY CORPORATION**

**RESOLUTION 2015-17**

**A RESOLUTION OF THE TOOELE CITY COUNCIL ADOPTING A WATER RIGHTS POLICY ALLOWING THE PAYMENT OF A FEE-IN-LIEU OF CONVEYANCE OF WATER RIGHTS UNDER TOOELE CITY CODE CHAPTER 7-26.**

WHEREAS, Tooele City Code 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.

WHEREAS, the policy attached as Exhibit A ("Policy") is intended to implement Section 7-26-3(2); and,

WHEREAS, the Policy is in the best interest of Tooele City for economic development purposes and for efficiencies of administration; and,

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Policy attached as Exhibit A is hereby adopted.

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 16<sup>th</sup> day of April, 2015.

TOOELE CITY COUNCIL

(For)

(Against)

[Signature]

\_\_\_\_\_

[Signature]

\_\_\_\_\_

[Signature]  
[Signature]

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\_\_\_\_\_

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

[Signature]

\_\_\_\_\_

ATTEST:

[Signature]

Michelle Pitt, City Recorder

SEAL



Approved as to Form:

[Signature]  
Roger Baker, City Attorney

Exhibit A

Policy

### City Council Policy

RE: Payment In Lieu Of Water Rights Conveyance under Tooele City Code §7-26-3(2).

Effective Date: April 1, 2015

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 \$15,000 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 supercede 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.

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Chairman



**Tooele City Council and  
Tooele City Redevelopment Agency  
Business Meeting Minutes**

Date: Wednesday, April 1, 2015  
Time: 7:00 p.m.  
Place: Tooele City Hall, Council Chambers  
90 North Main Street, Tooele Utah

**Council Members Present:**

Scott Wardle, Vice-Chairman  
Debbie Winn  
Steve Pruden  
Dave McCall

**Council Member Excused:**

Brad Pratt

**City Employees Present:**

Mayor Patrick Dunlavy  
Roger Baker, City Attorney  
Glenn Caldwell, Finance Director  
Michelle Pitt, City Recorder  
Lisa Carpenter, Deputy Recorder  
Rachelle Custer, City Planner  
Chief Ron Kirby, Chief of Police  
Paul Hansen, City Engineer  
Heidi Peterson, Communities that Care Director  
Randy Sant, RDA Director

Minutes prepared by Elisa Jenkins

Vice-Chairman Wardle called the meeting to order at 7:00 p.m. He excused Chairman Pratt from the meeting.

**1. Pledge of Allegiance**

The Pledge of Allegiance was led by Councilman Pruden.

**2. Roll Call**

Brad Pratt, Excused  
Scott Wardle, Present  
Dave McCall, Present  
Steve Pruden, Present

permanent. The easement could be relocated at Beehive Telephone's cost if the needed. He tried to build in protections for the City in this resolution.

Councilman Wardle said that they discussed this very thoroughly in the work session meeting. The City does easements with the phone company often.

Mr. Baker said they do more easements with the power company but occasionally they also do them for phone companies.

**Councilwoman Winn moved to approve Resolution 2015-16.** Councilman McCall seconded the Motion. The vote was as follows: Councilman Pruden, "Aye", Councilwoman Winn, "Aye", Councilman McCall, "Aye", and Vice-Chairman Wardle, "Aye".

6. **Resolution 2015-17 A Resolution of the Tooele City Council Adopting a Water Rights Policy Allowing the Payment of a Fee-In-Lieu of Conveyance of Water Rights Under Tooele City Code Chapter 7-26**

Presented by Roger Baker

Mr. Baker said that the Tooele City Code regarding water rights requires that any new development provide water rights sufficient for their development. If a development uses an acre foot of water they have to provide water rights for an acre foot of water. The City Code provides that in limited circumstances instead of conveying water rights to the City a developer can pay a set fee to the City and access some of the City's water rights instead of bringing their own. The City Code says that would be done pursuant to a separate policy established by the Council. This is the policy he is bringing to the Council. The policy is drafted to limit one user up to 20 acre feet of water rights and limits the number of water rights purchased in a given year to 50 so the City's water rights would not be depleted by big water users. This policy is intended mostly for commercial development. It can be used for residential development only if there is a parcel of land that is being split into two, and then one of the parcels could buy water rights. The value established for one water right is \$15,000 per acre foot of water. He said that he has built into the policy a reservation that this is subject to water rights being available.

Councilman Wardle said that this is a policy they have had for quite some time and they are making clarifications.

Mr. Baker said that this policy has been in place since 2007 and they are making clarifications.

**Councilman Pruden moved to approve Resolution 2015-07.** Councilwoman Winn seconded the motion. The vote was as follows: Councilman Pruden, "Aye", Councilwoman Winn, "Aye", Councilman McCall, "Aye", and Vice-Chairman Wardle, "Aye".

7. **Resolution 2015-18 A Resolution of the Tooele City Council Adopting a Water Rights Policy Regarding De Minimis Increases in Water Usage**

## Exhibit B

Resolution 2022-29 and Meeting Minutes

## **TOOELE CITY CORPORATION**

### **RESOLUTION 2022-29**

#### **A RESOLUTION OF THE TOOELE CITY COUNCIL REVISING ITS POLICY ON PAYMENT MADE IN LIEU OF WATER RIGHTS CONVEYANCE.**

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, the City Council adopted the referenced fee-in-lieu policy in 2007, revised the policy in 2008; and,

WHEREAS, on April 1, 2015, the City Council passed Resolution 2015-07, adopting a revised and expanded fee-in-lieu policy, which remains the current policy (see the 2015 Policy attached as Exhibit A, and the April 1, 2015, City Council meeting minutes attached as Exhibit B); and,

WHEREAS, the 2015 Policy recognized that for a homeowner to obtain on the market a water right, or a portion of a water right, for a single home, and to go through the Division of Water Rights change application process, could be time-consuming, disproportionately expensive, impractical, and a disincentive to in-fill development, and therefore allowed the payment of a fee-in-lieu for that single home (see Exhibit A); and,

WHEREAS, in addition, the 2015 Policy recognized the potential economic and general fiscal and other benefits of economic development and non-residential development, allowing the payment of a fee in lieu of water rights conveyance upon an examination of the particularized benefits of any particular development, retaining discretion to the City (see Exhibit A); and,

WHEREAS, the market price for a water right in the Tooele valley 20 years ago was in the neighborhood of \$2,000 per acre-foot, while the market price in 2015 approached \$15,000 per acre-foot; and,

WHEREAS, in adopting the 2015 Policy, the City Council established the fee-in-lieu at \$15,000 per acre-foot of municipal water right in recognition of the diminishing

supply and increasing demand for water rights, and wanted neither to subsidize the price of water rights locally nor to disincentivize commercial development nor to set the price artificially high so as to affect the market price; and,

WHEREAS, it is widely recognized that water rights available for development in Tooele City are today in extremely limited supply, so much so that a number of approved developments are stalled for the inability to obtain water rights; and,

WHEREAS, Tooele City has a limited number of water rights that are not committed by land use approval, development agreement, settlement agreement, or public uses, and must exercise caution in adopting or revising a fee-in-lieu policy; and,

WHEREAS, it has not been, and is not now, Tooele City's intention to use the 2015 Policy as a means of generating revenue to supplement the general fund, the enterprise funds, or otherwise—to the contrary fee-in-lieu revenues are deposited in an account reserved for the acquisition and management of water rights; and,

WHEREAS, in light of the current water market, housing market, and other market conditions, local and regional, the City Council desires to revise the 2015 Policy to incentivize water rights buyers to explore the water rights market and to disincentivize developers from relying on Tooele City's limited water rights inventory for their development needs; and,

WHEREAS, the City Council desires to establish the fee-in-lieu price at \$35,000 per acre-foot of municipal water rights; and,

WHEREAS, the City Council asserts that the \$35,000 per-acre price should not be considered Tooele City's opinion of the market value of municipal water rights, and Tooele City does not desire or intend to affect the market value by setting the fee-in-lieu price at \$35,000 per acre-foot, but rather that the price should be considered the City Council's policy determination, in its legislative discretion, about whether and how to use its limited inventory of water rights to encourage certain development which will provide a broad range of economic development benefits to the City; and,

WHEREAS, Tooele City continues to actively pursue water rights acquisition and development, as well as water source acquisition and development, in order to allow Tooele City to grow and to not stagnate:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOEELE CITY COUNCIL that the 2015 Policy is hereby revised to establish the fee-in-lieu price at \$35,000 per acre-foot of municipal water rights.

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  
18<sup>th</sup> day of May, 2022.

TOOELE CITY COUNCIL

(For)

(Against)

Tom G.

\_\_\_\_\_

Justin Brady

\_\_\_\_\_

Plan E Han

\_\_\_\_\_

SA McCall

\_\_\_\_\_

Maresa Manziane, via phone

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

TOOELE CITY MAYOR

(Approved)

(Disapproved)

Debra E. Williams

\_\_\_\_\_

ATTEST:

Michelle Y. Pitt  
Michelle Y. Pitt, City Recorder



Approved as to Form:

Roger Evans Baker  
Roger Evans Baker, Tooele City Attorney

## Exhibit A

### 2015 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: April 1, 2015

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 \$15,000 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.

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Chairman

**Tooele City Council Business Meeting Minutes**

**Date:** Wednesday, May 18, 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  
Tony Graf  
David McCall  
Maresa Manzione

**Planning Commission Members Present:**

Chris Sloan

**City Employees Present:**

Mayor Debbie Winn  
Darwin Cook, Parks and Recreation Director  
Roger Baker, City Attorney  
Michelle Pitt, City Recorder  
Holly Potter, Deputy City Recorder  
Andrew Aagard, City Planner  
Jamie Grandpre, Public Works Director  
Paul Hansen, City Engineer  
Kami Perkins, HR Director  
Jami Carter, Library 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 Mr. Darwin Cook, Parks and Recreation Director.

**2. Roll Call**

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

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

*Presented by Debbie Winn, Mayor & Stacy Smart, Communities That Care Supervisor*

**Council Member Hansen motioned to approve Resolution 2022-28 A Resolution of the Tooele City Council Approving a Lease Agreement with the Bit N' Spur Riding Club.** Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Chairman Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

**7. Resolution 2022-29 A Resolution of the Tooele City Council Revising its Policy on Payment Made in Lieu of Water Rights Conveyance**

*Presented by Roger Baker, City Attorney*

Mr. Baker presented an ordinance that requires developments to bring water rights with them or pay a fee in lieu of. There is a provision that defines what allows a development to pay the fee. For residential areas, the policy is limited. Commercial and industrial areas are at the discretion of economic advantages. The Council would like to amend and encourage developers to have Tooele City be the last resort. The current price per acre foot, \$15,000, with the proposed amount being raised to \$35,000. The resolution makes clear that Tooele City is not a water broker and should not be taken at market value.

The City Council asked about incentive and discount regarding the water rights. Is the incentive primarily for those that own acreage and want to build small parcels?

Mr. Baker answered the Council's questions. The incentive is a different policy that allows a reduction in price. Some incentives are available for subdividing small parcels.

**Council Member Graf motioned to approve Resolution 2022-29 A Resolution of the Tooele City Council Revising its Policy on Payment Made in Lieu of Water Rights Conveyance.**

Chairman Brady seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Chairman Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

**8. Ordinance 2022-16 An Ordinance of Tooele City Amending the Tooele City Personnel Policies and Procedures Manual**

*Presented by Kami Perkins, Human Resources Director*

Ms. Perkins presented an Ordinance to change some sections in the Personnel Policies and Procedures Manual. Department heads serve as a committee. The drafts are sent out to the employees for suggestions. One suggestion is to the change of computer systems, email, and internet, specifically the password security. There were changes for National Freedom Day which will take effect June 15<sup>th</sup>. Other changes included requiring bereavement for miscarriages, cleaning up issues with contributions, the line of duty requirements, removing the tiered-two enhanced benefit, and giving mental health to retired emergency staff.

**Council Member McCall motioned to approve Ordinance 2022-16.** Council Member Graf seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council

## Exhibit C

2023 City Council Policy  
(redline and clean)

## City Council Policy

RE: Payment of a Fee In Lieu Of Water Rights Conveyance under Tooele City Code §7-26-3(2).

Effective Date: \_\_\_\_\_, 2023

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 legislative 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 administrative departments are authorized to determine eligibility and to approve payment of the Fee for residential development. The item for which the Fee is paid shall be known for purposes of this Policy as a Water Rights Credit or Credit.

Persons who are eligible under this Policy may purchase Credits by paying the Fee. Credits will be purchased 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 person 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 may again request to 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 a non-residential developments project (“Project”) to request to pay the Fee if the Project 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 Economic Development Director, and with written approval of the Mayor. A Request shall be in writing from the property owner or agent and addressed to the City Council or Mayor. Approval of a request may be granted only; after full consideration of the following criteria in relation to the amount of water used for the Project:

- The number of jobs the Project 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 Project development is anticipated to generate.
- The amount of property tax the Project development is anticipated to generate.
- The anticipated environmental and social benefits and impacts of the Project development.

The Council may consider additional criteria as it thinks appropriate. Persons who are eligible under this Policy and approved by the City Council may purchase Credits by paying the Fee. Credits will be purchased 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 ~~person owner~~ who previously paid the Fee and received a Fee refund due to an expired building permit, or due to the approval sunsetting, may submit a new building permit application and may again request to pay the Fee. If authorized by the City Council, the Credits may be purchased on a first-come first-served basis behind others who paid the Fee and whose building permits remain valid. The City Council may partially approve a request, for example, by authorizing 10 Credits out of 20 Credits requested.

#### Sunset for Non-residential Projects.

The City Council's authorization to pay the Fee for one or more buildings in a non-residential development Project containing more than one primary structure (e.g., more than one restaurant or store) is conditioned upon the Project obtaining City approval of a building permit for a first primary structure in the Project, and commencing vertical construction of the permitted structure, within two years of the date of approval of the Resolution authorizing payment of the Fee. Thereafter, the Project shall obtain a building permit for at least one additional primary structure, and commence vertical construction, within each successive twelve months following the commencement of construction of the prior building. By way of example, if a Resolution is approved on January 1, 2024, a first building permit must be obtained, and vertical construction commenced, prior to December 31, 2025; the next building must be permitted and construction commenced prior to December 31, 2026; and so on. Should any of these events not occur before the applicable sunset date, the City Council approval shall lapse and the remaining Credits shall revert to the City. The City Council, in its sole discretion, may extend these sunset deadlines or modify these conditions in a public meeting.

#### General.

1. Fee Cost. The Fee shall be established at \$35,000 per ~~Credit, each Credit being the equivalent of 1.0 acre-foot of~~ depletion of municipal water rights. This Fee amount is not intended or calculated to reflect market value. The Fee applicable to any Request shall be the Fee in effect on the date of the Request, provided the building permit application for which the Fee is paid is filed with the City within one year of the Request, and otherwise shall be the Fee in effect on the date of the building permit application.
2. Annual Limit. The number of Credits purchased ~~sold~~ pursuant to this Policy shall not exceed a total of 50 ~~acre-feet of municipal water rights~~ in any calendar year or in any period of 12 consecutive months without the approval of the City Council, in its discretion.
3. Acceptance of Credits. Upon payment of the Fee, the City will indicate the such payment on the approved building permit. Payment of the Fee to the City constitutes surrender of the Credits to the City. No Credit certificate is required.
4. Integration. This Policy shall supersede any prior oral or written policies, ~~or practices,~~ and understandings on the subject of this Policy.
5. Use of Revenues. Revenues derived from payment of the Fee ~~the sale of Credits~~ shall be utilized for the protection of existing water rights and/or the acquisition ~~purchase~~ of additional water rights, except that the City Council may authorize the use of the such revenues for other Tooele City water-

related projects and ~~for~~ needs upon a finding of good cause. The water rights revenue fund is a fund in the City's General Fund and is not an enterprise fund.

6. Limited Availability. The ~~payment of the Fee sale of Water Rights Credits~~ under this Policy is subject to the availability of corresponding water rights, in the sole discretion of Tooele City.
7. Resolution Required. The City Council's authorization to pay the Fee for a non-residential Project shall be pursuant to approved City Council Resolution.
8. No Entitlement or Security. Approval of a Resolution for a Project containing multiple lots or buildings (e.g., subdivision, site plan) shall be a temporary reservation of Credits for the Project's building permit applicants. Approval of a Resolution shall not constitute a vested development right or a land use entitlement, or the creation of a marketable security. The City will accept the Fee only from building owners, the authorized agents of building owners, or building permit applicants for buildings in a Project.
9. No Assignment or Transfer. Credits shall not be assignable or transferrable but are reserved by the City in the City's sole discretion for specific Projects and sold for specific buildings.
10. No Pre-payment. Project owners may not pre-purchase Credits for their Project or any Project building in advance of building permit application.
11. No Precedent. City Council authorization to pay the Fee for one Project, at whatever Fee amount per Credit, shall not be considered a precedent in any way in reference to any other Project.
12. Refunds. If water usage projection for a building are reduced by the City after payment of the Fee for that building, the City will reimburse the difference between the Fee paid and the Fee that would have been paid under the reduced usage projection. If a Fee payor withdraws a building permit application prior to its approval, the City will reimburse the Fee, with a \$100 administrative charge.

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City Council Chair

## City Council Policy

RE: Payment of a Fee In Lieu Of Water Rights Conveyance under Tooele City Code §7-26-3(2).

Effective Date: \_\_\_\_\_, 2023

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 legislative 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 administrative departments are authorized to determine eligibility and to approve payment of the Fee for residential development. The item for which the Fee is paid shall be known for purposes of this Policy as a Water Rights Credit or Credit.

Persons who are eligible under this Policy may purchase Credits by paying the Fee. Credits will be purchased 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. A person who previously paid the Fee and received a Fee refund due to an expired building permit may submit a new building permit application and may again request to pay the Fee on a first-come first-served basis behind others who paid the Fee and whose building permits remain valid.

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- The number of jobs the Project 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 Project is anticipated to generate.
- The amount of property tax the Project is anticipated to generate.
- The anticipated environmental and social benefits and impacts of the Project.

The Council may consider additional criteria as it thinks appropriate. Persons who are eligible under this Policy and approved by the City Council may purchase Credits by paying the Fee. Credits will be purchased 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. A person who previously paid the Fee and received a Fee refund due to an expired building permit, or due to the approval sunset, may submit a new building permit application and may again request to pay the Fee. If authorized by the City Council, the Credits may be purchased on a first-come first-served basis behind others who paid the Fee and whose building permits remain valid. The City Council may partially approve a request, for example, by authorizing 10 Credits out of 20 Credits requested.

#### Sunset for Non-residential Projects.

The City Council's authorization to pay the Fee for one or more buildings in a non-residential development Project containing more than one primary structure (e.g., more than one restaurant or store) is conditioned upon the Project obtaining City approval of a building permit for a first primary structure in the Project, and commencing vertical construction of the permitted structure, within two years of the date of approval of the Resolution authorizing payment of the Fee. Thereafter, the Project shall obtain a building permit for at least one additional primary structure, and commence vertical construction, within each successive twelve months following the commencement of construction of the prior building. By way of example, if a Resolution is approved on January 1, 2024, a first building permit must be obtained, and vertical construction commenced, prior to December 31, 2025; the next building must be permitted and construction commenced prior to December 31, 2026; and so on. Should any of these events not occur before the applicable sunset date, the City Council approval shall lapse and the remaining Credits shall revert to the City. The City Council, in its sole discretion, may extend these sunset deadlines or modify these conditions in a public meeting.

#### General.

1. **Fee Cost.** The Fee shall be established at \$35,000 per 1.0 acre-foot of depletion of municipal water rights. This Fee amount is not intended or calculated to reflect market value. The Fee applicable to any Request shall be the Fee in effect on the date of the Request, provided the building permit application for which the Fee is paid is filed with the City within one year of the Request, and otherwise shall be the Fee in effect on the date of the building permit application.
2. **Annual Limit.** The number of Credits purchased pursuant to this Policy shall not exceed a total of 50 in any calendar year or in any period of 12 consecutive months without the approval of the City Council, in its discretion.
3. **Acceptance of Credits.** Upon payment of the Fee, the City will indicate the payment on the approved building permit. Payment of the Fee to the City constitutes surrender of the Credits to the City. No Credit certificate is required.
4. **Integration.** This Policy shall supersede any prior oral or written policies, practices, and understandings on the subject of this Policy.
5. **Use of Revenues.** Revenues derived from payment of the Fee shall be utilized for the protection of existing water rights and/or the acquisition of additional water rights, except that the City Council may authorize the use of the revenues for other Tooele City water-related projects and needs upon a

finding of good cause. The water rights revenue fund is a fund in the City's General Fund and is not an enterprise fund.

6. Limited Availability. The payment of the Fee under this Policy is subject to the availability of corresponding water rights, in the sole discretion of Tooele City.
7. Resolution Required. The City Council's authorization to pay the Fee for a non-residential Project shall be pursuant to approved City Council Resolution.
8. No Entitlement or Security. Approval of a Resolution for a Project containing multiple lots or buildings (e.g., subdivision, site plan) shall be a temporary reservation of Credits for the Project's building permit applicants. Approval of a Resolution shall not constitute a vested development right or a land use entitlement, or the creation of a marketable security. The City will accept the Fee only from building owners, the authorized agents of building owners, or building permit applicants for buildings in a Project.
9. No Assignment or Transfer. Credits shall not be assignable or transferrable but are reserved by the City in the City's sole discretion for specific Projects and sold for specific buildings.
10. No Pre-payment. Project owners may not pre-purchase Credits for their Project or any Project building in advance of building permit application.
11. No Precedent. City Council authorization to pay the Fee for one Project, at whatever Fee amount per Credit, shall not be considered a precedent in any way in reference to any other Project.
12. Refunds. If water usage projection for a building are reduced by the City after payment of the Fee for that building, the City will reimburse the difference between the Fee paid and the Fee that would have been paid under the reduced usage projection. If a Fee payor withdraws a building permit application prior to its approval, the City will reimburse the Fee, with a \$100 administrative charge.

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City Council Chair

## TOOELE CITY CORPORATION

### RESOLUTION 2023-40

#### A RESOLUTION OF THE TOOELE CITY COUNCIL AMENDING THE TOOELE CITY FEE SCHEDULE REGARDING ANIMAL SHELTER FEES.

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 §10-3-718 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; and,

WHEREAS, Tooele City owns and operates the Tooele City Animal Shelter, for which the City charges user fees, and the City Administration recommends that those fees be amended, to add the City's actual pre-adoption animal sterilization costs, as shown below:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Tooele City Fee Schedule is hereby amended to add pre-adoption animal sterilization fees, as shown below:

#### Sterilization Cost (in lieu of sterilization deposit, for animals sterilized prior to adoption)

##### Neuter

|           |          |
|-----------|----------|
| 0-25 lbs  | \$95.00  |
| 26-50 lbs | \$115.00 |
| 51-75 lbs | \$125.00 |
| >76 lbs   | \$150.00 |

##### Spay

|           |          |
|-----------|----------|
| 0-25 lbs  | \$105.00 |
| 26-50 lbs | \$125.00 |
| 51-75 lbs | \$140.00 |
| >76 lbs   | \$160.00 |

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 \_\_\_\_\_, 2023.

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

## **TOOELE CITY CORPORATION**

### **RESOLUTION 2023-41**

#### **A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH J-U-B ENGINEERS FOR THE WATER RECLAMATION FACILITY NEW HEADWORKS BUILDING CONSTRUCTION MANAGEMENT AND ENGINEERING.**

WHEREAS, Tooele City operates a water reclamation facility ("Facility") which requires the replacement of the Headworks Building, constructed in about the year 2000; and,

WHEREAS, on January 6, 2021, the City Council approved Resolution 2021-01 and an agreement with J-U-B Engineers for general engineering design services regarding maintenance, repair, and upgrade to the Facility ("Services"); and,

WHEREAS, on December 15, 2021, the City Council approved Resolution 2021-115 and an agreement with J-U-B Engineers for the engineering design of a new Headworks building at the Facility, at a cost of \$396,000; and,

WHEREAS, on April 5, 2023, the City Council approved Resolution 2023-21 and an agreement with Nelson Brothers Construction for the construction of the new Headworks building, at an anticipated cost of \$9,322,249; and,

WHEREAS, the State of Utah's Division of Water Quality requires the construction oversight and management to be performed by a qualified engineer, and consistent with the above-referenced authorizations, and J-U-B's qualifications and experience, the City Council desires to retain J-U-B Engineers to perform construction oversight, engineering, and management for the new Headworks building construction; and,

WHEREAS, the City Code requires all claims against the City over \$20,000 to be approved by the City Council, and the J-U-B agreement is in the amount of \$460,000; 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 Engineers for the new Headworks Building construction oversight, engineering, and management, 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 new Headworks Building construction oversight, engineering, and management.

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 \_\_\_\_\_, 2023.

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

### J-U-B Engineers Agreement



## AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and **JUB Engineers, Inc** of **466 N Kays Dr., Kaysville, Utah 84037**, a **corporation**, (hereinafter “Contractor”) enter into this Agreement on the **22<sup>nd</sup> of May, 2023** (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 Professional Services Agreement – Scope of Services, Basis of Fee, and Schedule For the Tooele Headworks – Construction Administration Services**
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 **\$460,000** 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 **May 21<sup>st</sup>, 2025**.
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**

**Professional Services Agreement – Scope of Services, Basis of Fee, and Schedule**

**PROJECT NAME:** Tooele Headworks – Construction Administration Services

**CLIENT:** Tooele City Corporation

**J-U-B PROJECT NUMBER:** 55-23-055

**TYPE OF SERVICE:** Water/Wastewater

**ATTACHMENT TO:**

☒ **Agreement between Tooele City Corporation and J-U-B Engineers**

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:

**PART 1 PROJECT UNDERSTANDING**

The intent during the construction phase of this Project is for the Engineer to provide services to the Owner to support the administration of construction in accordance with the drawings and specifications established in the Contract Documents. This project encompasses the construction administration for the construction of a new headworks building for the Water Reclamation Facility (WRF) including installation of owner-procured screens and grit removal system, site work, yard piping, upstream collection system improvements, electrical and instrumentation, HVAC and plumbing, and all other equipment and infrastructure required to make the new treatment facilities complete and operational.

This scope of work provides construction support for the design elements listed above. The project was bid on March 22, 2023 with award to Nelson Brothers Construction Company on April 5, 2023. Preliminary contracting between the City and Nelson Brothers is in progress. Construction is anticipated to begin late spring/early summer 2023. The agreement between City and Contractor specifies 18 months to Substantial Completion and 24 months to achieve Final Completion. However, based on discussions with the Contractor, it is anticipated actual heavy construction activities will have an approximate duration of 12-15 months. The additional schedule will be utilized by the contractor to work around other projects and to accommodate delivery of long-lead time equipment.

The work breakdown split between J-U-B and subconsultants is generally described below. All subconsultants are managed under J-U-B's contract and their fees are included in this scope of work with the exception of materials testing, special inspections, electrical/instrumentation engineering services, and SCADA programming/integration.

- Overall Project Management: J-U-B
- Site Civil: J-U-B
- Process Mechanical: J-U-B
- Structural: J-U-B
- Electrical and Instrumentation: SKM, Contracted separately by CLIENT
- Mechanical - HVAC and Plumbing: Olsen and Peterson Consulting Engineering
- Architectural: NJRA Architects
- Geotechnical Engineering: CMT Engineering Laboratories

- Materials testing and third-party special inspections: Terracon (under a separate contract by CONTRACTOR)
- SCADA Programming and Integration: SKM, Contracted separately by CLIENT

## **PART 2 SCOPE OF SERVICES BY J-U-B**

J-U-B's Construction Administration Services under this Agreement are identified and delineated below and in Exhibit A (Work Breakdown Structure Basis of Fee Estimate). 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 unless otherwise mutually agreed to as Additional Services.

Upon receiving written authorization from CLIENT to proceed with the construction phase, J-U-B shall provide the construction support as listed herein:

### **2.1 TASK 100 - PROJECT MANAGEMENT**

#### **A. Subtask 110: Project Management**

1. Set up project file directory and integrate into accounting software.
2. Provide project updates to CLIENT.
3. Communicate and coordinate subconsultant activities.
4. Oversee project tasks and coordinate with CLIENT representatives to manage the scope, schedule, engineering budget, and engineering support work plan.
5. Invoices will be prepared and submitted to the CLIENT on a monthly basis and will reflect work accomplished during the billing period.
6. Project closeout - Prepare paper and electronic archive, close financial billing and account records.

### **2.2 TASK 200 - CONSTRUCTION PHASE SERVICES – OFFICE ENGINEERING**

#### **A. Subtask 210: Executed Contract Documents and Conformed Construction Drawings**

1. Coordinate with CLIENT and the successful bidder as both parties execute the CONTRACTOR-Owner Agreement and associated procurement contract assignments. Review bonds, insurance, and other construction documents submitted by the CONTRACTOR. Assign pre-procured equipment contracts to CONTRACTOR.
2. Issue a Notice to Proceed in accordance with the Contract Documents as approved by CLIENT. Produce set of Executed Contract Documents and deliver to all parties.
3. Produce informational/conformed set of construction drawings incorporating bid clarifications from the bidding period (provided as electronic pdfs).

#### **B. Subtask 220: Overall Construction Coordination**

1. This task accounts for the significant coordination efforts required throughout construction for a project of this size and complexity. It assumes day-to-day coordination with the CONTRACTOR and city staff as required, as well as internal coordination between members of the design team and the Resident Project Representative (RPR). As the prime consultant, J-U-B will be responsible for coordinating the efforts of the design/CAS team including all subconsultants to address issues as they arise.

2. Disagreements between CLIENT and Contractor. Assist CLIENT in rendering formal written decisions on claims of CLIENT and Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
3. Defective Work. Together with CLIENT, assist CLIENT in consultations and discussions with contractor concerning correction of apparent defects, and make recommendations as to replacement or correction of Defective Work, if present.
4. This task includes special inspections coordination, reviewing field reports, correspondence with contractor regarding deficiencies, etc.
5. This task also includes overall resource scheduling with the city and project staffing based on construction needs.

**C. Subtask 230: Project Submittals and Requests for Information (RFIs)**

1. Contractor submittals will be reviewed for general compliance with the Contract Documents and design intent.
2. The number of submittals and resubmittals depends on the competency and management approach of the Contractor, which is beyond the control of the Engineer or the Owner.
  - a. This task assumes 60 submittals and 30 resubmittals at an average review/coordination time of 6 hours each submittal and 2 hours each resubmittal.
3. Shop Drawings and Samples. Review or take other appropriate action with respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for general conformance with the design concept of the Project and general compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
  - a. This task assumes 15 shop drawings/samples with an average review/coordination time of 4 hours each.
4. Substitutes. Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor. These will be reviewed for compliance with the contract documents and design intent.
  - a. This task assumes 3 substitution requests with an average review/coordination time of 12 hours each. If redesign by Engineer is necessary as a result of a substitution request, the contract shall be amended as appropriate for the Additional Service.
5. Respond to RFIs as submitted by the Contractor for general conformance with the Contract Documents.
  - a. This task assumes 80 RFIs with an average review/coordination time of 3 hours each.

**D. Subtask 240: Change Orders, Work Change Directives, and Field Orders**

1. Clarifications and Interpretations; Field Orders. Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
  - a. This task assumes 10 field orders with an average coordination time of 4 hours each.

2. Change Orders and Work Change Directives. Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.
  - a. This task assumes 15 work change directives with an average coordination time of 6 hours each.
  - b. This task assumes 5 change orders with an average coordination time of 12 hours each.

**E. Subtask 250: Review Pay Requests**

1. Applications for Payment. Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts.
  - a. This task assumes 24 pay requests.

**F. Subtask 260: Controls Strategy Narrative Development / SCADA Coordination**

1. Engineer will coordinate with SKM to produce a "Controls Strategy Narrative" which will include a written narrative describing the operation of the facility including equipment, logic behind the operation of the equipment, sequencing of equipment, design flowrates, and operating pressures. The narrative will describe normal operation, operation with loss of SCADA control, and operation with loss of onsite PLC control.
2. SKM will incorporate existing portions of the WRF (already programmed and operational) as well as narratives to be developed during this phase of improvements and consideration for future improvements and expansion. This will be a "living document" that can be modified and updated as programming and operational changes are made in the future.
3. The control narrative will incorporate, integrate and reference the vendor-provided SCADA control narratives from the pre-procured equipment systems that have been assigned to the Contractor through the Contractor-Owner Agreement.
4. The intent is to develop an overall document that identifies the functionality of the various component equipment, instrumentation, alarms, normal and emergency operations, communications and data acquisition needs for the systems.

**G. Subtask 270: Subconsultant Tasks**

1. This task also includes time for subconsultants to provide office and field engineering services within J-U-B's overall construction management role. Subconsultants will be contracted directly with J-U-B Engineers.

**2.3 TASK 300 - CONSTRUCTION PHASE SERVICES – FIELD ENGINEERING**

**A. Subtask 310: Construction Staking**

1. Provide construction staking to establish project control for site work, major yard piping, and structures. It is assumed this will occur in a maximum of two mobilizations.

2. Once the survey staking is completed, it will be the responsibility of the contractor to protect and maintain all staking and controls, as well as provide construction surveying as required to complete the work. Additional mobilizations for surveying are considered an Additional Service.
3. Record Surveying is not included for the WRF project. If required, the Record Surveying would be completed as an Additional Service.

**B. Subtask 320: Construction Progress Meetings and Engineering Site Visits**

1. Pre-Construction Meeting: Attend and facilitate an on-site pre-construction meeting with the Owner, GC, and subcontractors to review and discuss administrative procedures, scheduling, and critical work items.
2. Construction Progress Meetings – The Engineering Project Manager will attend weekly construction progress meetings on-site during periods of site activity to facilitate project communication. It is anticipated a site visit will follow the construction progress meeting to observe as an experienced and qualified design professional the progress and quality of the Work generally conforms to the project design. While the Contractor is off-site, bi-weekly meetings will be conducted via conference call to review progress and disseminate information and questions.
  - a. This item assumes weekly meetings for the project duration, at 2-hours each and meeting support/site visits at 2 hours each
3. Engineering site visits will be conducted in association with the weekly construction progress meetings and on an as-needed basis. Additional site visits will be conducted during key construction related activities and/or to resolve issues in the field. Engineering staff will coordinate site visits with the city inspector to inform the design intent and to make decisions in the field.
  - a. This task assumes 25 additional site visits by the engineer for two hours each time during the construction period.
4. Additionally, Engineering staff site visits will facilitate the transfer of field information back to the design team in the office. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed observations of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, recommending additional sampling or testing, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.

**C. Subtask 330: Equipment Testing, Start-up, and Commissioning**

1. Review contractor's detailed start-up, testing and commissioning plans.
2. Conduct pre-startup meetings to assist Owner and Contractor in coordinating start-up and training activities.
3. Conduct site visits during equipment start-up operations and testing to review items for general conformance to the project specifications.
4. Start-up operations are scheduled by the contractor and may occur on successive days or over extended periods. J-U-B has attempted to estimate the time commitment to support these activities in the attached labor estimate. However, delays caused by the contractor, including repeating attempted start-up and commissioning activities due to incomplete Work, may result

in additional costs. Startup and acceptance testing will be conducted for each piece of equipment and for the entire system.

5. Assist with clean water testing of equipment and verify equipment operation/performance/troubleshooting.
6. Note: Supervisory Control and Data Acquisition (SCADA) System programming will be provided by SKM, Inc. under a separate contract with the OWNER. Programming coordination with SKM, Inc. is included in Subtask 260.

**D. Subtask 340: Substantial Completion and Final Walkthrough**

1. Substantial Completion. Promptly after notice from CLIENT that contractor considers the Work is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Prepare project "Lists of Items to be Completed or Corrected" (punchlists) as necessary and review correction of deficient work. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
2. Final Notice of Acceptability of the Work. Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor upon completion of all incomplete or deficient work. This includes coordination with Utah DWQ to arrange a final walkthrough by the regulatory agency.

**E. Subtask 350: Resident Project Representative (RPR/Construction Observation)**

1. RPR services are anticipated based on 12 months of active construction (half the contract period) and include travel to and from the project site once every two weeks with a site visit of two hours per trip, and one hour per week coordination with Project Engineer.
2. The RPR may provide representation to a lesser degree as directed by the City. It is understood the City will provide their own field staff for the entirety of this job. It is anticipated the City's field staff will upload daily reports to keep the design team up to date with field progress and potential issues. The Engineer-provided RPR will supplement city staff and provide a direct link to the Engineering team in the office. In the early phases of the project it is anticipated the RPR will not be onsite. During times of active construction the RPR will be on-site on an as-needed basis to observe if that construction is progressing in general accordance with the Contract Documents and on project schedules. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
3. Per IBC requirements, compaction and other special inspections testing for structures (rebar, welding, bolting, fire-blocking, etc.) will be performed by an independent third party to be contracted and paid for by the CLIENT and/or contractor directly. This scope does NOT include material testing and special inspections but does include ENGINEER's review of inspection reports and coordinating repair of deficient Work as identified in the inspection reports.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. General. RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B's PROJECT ENGINEER, and will confer with J-U-B regarding RPR's actions.

2. Conferences and Meetings. When requested by PROJECT ENGINEER to do so, attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.
3. Review of Work and Rejection of Defective Work.
  - a. Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
  - b. Report to PROJECT ENGINEER whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. Advise PROJECT ENGINEER of that part of the Work that RPR believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
4. Inspections, Tests, and System Startups.
  - a. Make recommendations to ENGINEER concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents.)
5. Records.
  - a. Prepare a site visit report or keep a diary or log book generally capturing the following information, as reasonably available to RPR: contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to PROJECT ENGINEER. Site visit reports will be provided for the use of the project team.
  - b. Maintain records for use in preparing documentation of the Work.
  - c. Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to PROJECT ENGINEER and CLIENT.
6. Reports.
  - a. Furnish to PROJECT ENGINEER and CLIENT periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
  - b. Report immediately to PROJECT ENGINEER and CLIENT the occurrence of any Site accidents, emergencies, acts of God endangering the Work, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.
7. Payment Request: Review Applications for Payment for compliance with the established procedure for their submission and forward with recommendations to PROJECT ENGINEER and CLIENT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.
8. Certificates, Operation and Maintenance Manuals. During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals, and other data required by the Specifications to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to PROJECT ENGINEER and CLIENT for review.
9. Completion.

- a. Before issuing a Certificate of Substantial Completion, submit to PROJECT ENGINEER and CLIENT a list of observed items requiring completion or correction.
- b. Observe whether contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Project.
- c. Participate in a final inspection in the company of PROJECT ENGINEER and CLIENT and contractor and prepare a final list of items to be completed or corrected with respect to the Work.
- d. Observe whether all items on final list have been completed or corrected and make recommendations to PROJECT ENGINEER and CLIENT concerning acceptance and issuance of CLIENT's Final Notice of Acceptability of the Work.

The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services.
3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized.
7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
8. Authorize CLIENT to occupy the Work in whole or in part.

## **2.4 TASK 400 – PROJECT CLOSEOUT**

### **A. Subtask 410: Record Drawings**

1. Review record drawing information provided by contractor and request additional information from contractor as necessary.
2. Integrate contractor's record drawings information and ENGINEER's observations into a Record Drawing set, produced in AutoCAD.
3. Submit record drawings for CLIENT's files (two copies) and submittal to Utah DWQ (one copy). Hard copy submissions shall be on 11x17 sheets; electronic copies shall be in PDF format.
4. Note - per Utah R317 rules, Record Drawings need to be submitted to DWQ to close out the project and to receive an Operating Permit.

### **B. Subtask 420: Contractor-Provided O&M Manual**

1. Review contractor-submitted Operation and Maintenance (O&M) Manuals and request additional information from contractor as necessary.

## **2.5 TASK 500 – MANAGEMENT RESERVE FUND**

### **A. Subtask 510: Reserve Fund**

1. The Management Reserve Fund establishes a pre-authorized budget for additional tasks that may be requested by the CLIENT's Authorized Representative and performed by J-U-B upon mutual agreement of scope, budget, and schedule.
2. J-U-B will not exceed the pre-authorized amount without CLIENT approval.
3. Items that fall within the management reserve fund may include, but are not limited to:
  - a. Extended construction schedule beyond specified amount
  - b. Additional engineering site visits, contractor coordination, failed warranty items
  - c. Additional RPR services
  - d. Unforeseen conditions requiring extensive monitoring, coordinating, or design changes.
  - e. Contract change orders that result in additional coordination with subconsultants, contractors, equipment suppliers, and/or City personnel

#### Assumptions, Exclusions and Work Provided by Others

To better define the scope and responsibilities the following are assumed:

1. Special inspections and materials testing to be provided and paid for by CONTRACTOR.
2. Documents transmitted in the construction phase will be processed electronically rather than as physical hard copies.
3. Contractor and supplier submittals, supplier operations and maintenance manuals, as-builts, start-up reports, and other construction-related documents are assumed to be provided during construction by the CONTRACTOR.
4. Electrical/Instrumentation construction administration and Controls/SCADA programming to be provided by SKM, Inc. under a separate contract with the Owner and is not included in this scope of work.
5. This scope of work does not include monitoring compliance with American Iron and Steel (AIS) or Build America, Buy America (BABA) requirements. It also does not include Prevailing Wage Compliance. It is not anticipated compliance with these programs will be required based on the current funding package. Additionally, this scope of work assumes CLIENT will provide all accounting for funding and submit requests for reimbursement from funding agencies, if required.

## **PART 3 CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES**

1. CLIENT-Provided Work - 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:
2. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.

5. Additional Services: If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the consent in writing of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:
- a. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
  - b. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
  - c. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
  - d. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
  - e. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
  - f. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
  - g. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.
  - h. Additional mobilizations for surveying beyond specified amount.
  - i. Record Surveying would be completed as an Additional Service.
  - j. Public involvement services

#### BASIS OF FEE AND SCHEDULE OF SERVICES

1. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
  - a. For Time and Materials fees (Not-to-exceed without written consent from CLIENT):
  - b. 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 at the time the work is completed in accordance with the Fee Schedule included in Exhibit B (updated annually in January).
  - c. Client shall pay J-U-B for Reimbursable Expenses times a multiplier of 1.0.
2. All Subconsultant Expenses shall be reimbursable times a multiplier of 1.1.
3. CLIENT acknowledges that the J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control. Further, extension of the construction schedule(s) (e.g. due to delays caused by the contractor and/or additional work elements incorporated into the project) beyond this assumed time will require Additional Services by Engineer.
4. The following table summarizes the fees for the services identified in PART 2. The construction schedule is anticipated to be 24 months with project closeout tasks.

| Task Number                            | Task Name                                                                                      | Time and Materials Fee (Ceiling Amount Shown) |
|----------------------------------------|------------------------------------------------------------------------------------------------|-----------------------------------------------|
| 100                                    | Project Management                                                                             | \$18,500                                      |
| 200                                    | Office Engineering                                                                             | \$239,500                                     |
| 300                                    | Field Engineering                                                                              | \$142,100                                     |
| 400                                    | Project Closeout                                                                               | \$18,100                                      |
| TOTAL FEE                              |                                                                                                | \$418,200                                     |
| 500                                    | Management Reserve Fund<br>(10 percent of total fee, requires Owner approval prior to release) | \$41,800                                      |
| TOTAL FEE INCLUDING MANAGEMENT RESERVE |                                                                                                | \$460,000                                     |

5. Fee summary breakdown:

- J-U-B Engineers, Inc:
  - o \$418,200 (24 months) + optional Management Reserve Fund (\$41,800)
- NJRA Architects, Inc, included in J-U-B fee
- Olsen and Peterson, HVAC/Plumbing, included in J-U-B fee
- CMT, Geotechnical Engineering, included in J-U-B fee
- Terracon, Special Inspections (Not contracted directly with J-U-B, for coordination only)
- SKM, Inc., Electrical, Instrumentation, and SCADA Integration (Not contracted directly with J-U-B, for coordination only)

## PART 4 CLARIFICATIONS

1. For the purposes of this Agreement, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.
2. For the purposes of this Agreement, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.
3. For the purposes of this Agreement, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.
4. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.
5. The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance. J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents.
6. The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of

the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. The CLIENT also agrees to coordinate with J-U-B to facilitate J-U-B and J-U-B's sub-consultants being indemnified by the General Contractor, as described previously in this amendment.

7. Consultant will advise and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Amendment creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT.
8. J-U-B's review of pay requests will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.

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For internal J-U-B use only:

PROJECT LOCATION (STATE): Tooele, Utah

TYPE OF WORK: City

R&D: No

GROUP: Water/Wastewater

PROJECT DESCRIPTION(S):

- Construction Management (C15)
- Construction Inspection/Observation (T02)
- Wastewater Treatment (S04-T)

**TOOELE CITY CORPORATION**

**ORDINANCE 2023-23**

**AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE SECTION 1-24 REGARDING MUNICIPAL ELECTIONS.**

WHEREAS, Utah Code §10-3-208(11) allows municipalities to impose a \$50 fine if a candidate fails to timely file a campaign finance statement; and,

WHEREAS, on May 3, 2023 the City Council discussed whether a fine should be imposed on candidates who do not file campaign finance statements within time frames specified by Utah Code; and,

WHEREAS, Tooele City Code §1-24 provides for fees for municipal elections; and,

WHEREAS, it is recommended that Tooele City Code §1-24, and the Tooele City Fee Schedule, be amended to include a fine for not filing a campaign finance statement in a timely manner, as follows:

**1-24-2. Fine.**

If a candidate fails to timely file a campaign finance statement required under 10-3-208(4) or (5), the city recorder shall impose a fine of \$50 per late filing on the candidate.

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that

1. Tooele City Code Section 1-24 is hereby amended to include a fine, as stated above; and,
2. The Tooele City Fee Schedule is accordingly amended.

This Ordinance is necessary for the immediate preservation of the peace, health, safety, and welfare of Tooele City and its residents and businesses and shall become effective upon passage, 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 \_\_\_\_\_, 2023.

TOOELE CITY COUNCIL

(For)

(Against)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

\_\_\_\_\_  
Debra E. Winn

\_\_\_\_\_  
Debra E. Winn

ATTEST:

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

S E A L

Approved as to Form:

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Roger Evans Baker, City Attorney

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

**Date:** Wednesday, May 3, 2023

**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

David McCall

Tony Graf

Ed Hansen

**City Employees Present:**

Mayor Debbie Winn

Andrew Aagard, Community Development Director

Adrian Day, Police Department Chief

Shannon Wimmer, Finance Director

Michelle Pitt, City Recorder

Holly Potter, Deputy City Recorder

Jamie Grandpre, Public Works Director

Paul Hansen, City Engineer

Darwin Cook, Parks and Recreation Director

Jared Stewart, Economic Development Director

Chris Nielson, I.T. Director

Kami Perkins, HR Director

Roger Baker, City Attorney, via phone

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

David McCall, Present

Tony Graf, Present via phone at 5:30

Ed Hansen, Present

**3. Mayor's Report**

Mayor Winn reported on the following:

Surrounding areas have started flooding. Staff is watching canyons and neighborhoods for potential flooding. There are 6,000 filled sand bags ready to use. On Friday, 5/5, the Pratt Aquatic Center is having a 20-year celebration and the renaming of the lap pools. Spring cleanup is here with bulk waste pick up available. May 20<sup>th</sup> will be a City pick-up day.

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

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

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

##### **A. Resolution 2023-23 A Resolution of the Tooele City Council Amending Its Policy Allowing Payment of a Fee In Lieu of Water Rights Conveyance**

*Presented by Roger Baker, City Attorney*

Mr. Baker presented an amendment to the policy allowing payment of a fee in lieu of water rights conveyance. There was a provision allowing a fee to be paid in lieu of those water rights included in the original 1998 water rights conveyance ordinance. The policy implementing that provision was first adopted in 2007, amended in 2008, amended and expanded in 2015, and amended in 2022 updating the price. Many of the items included are existing practice by City and staff. The items included and are listed in detail in the resolution recitals, which Mr. Baker addresses point by point.

The Council asked the following questions:

If the applicant used a majority of its water credits and reaches the deadline, does the water come back to the City?

Does every contract come back to the Council?

Mr. Baker addressed the Council. The remaining credits would revert back to the City. The development would have to come back and ask for additional water. Every request for a commercial development will come through resolution to the Council.

##### **B. Should Tooele City Impose a Fine for Candidates That Do Not File a Campaign Finance Statement in a Timely Manner as Per Utah Code 10-3-208(11)(a)(ii)**

*Presented by Michelle Pitt, City Recorder*

Ms. Pitt stated that the state legislature is allowing cities to impose a fine for candidates that do not file a campaign finance statement in a timely manner. Another change that the state legislature made is that instead of hard, fast deadlines for financial statements, there is now a 24-hour grace period. Ms. Pitt notifies candidates of deadlines of when financial statements are to be filed throughout the election season. The penalty for not filing on time, is being removed from the ballot or disqualification.

The Council asked if the fine applied to the all deadlines?

Michelle Pitt addressed the Council. The finance statement is filed before and after each election step. There would be a fine for each deadline missed. If the Council decided to impose the fine, an ordinance would be brought back to the Council to be added to the fee schedule and the City Code.

Mr. Baker addressed the City Council. There has only been one time a candidate did not meet a deadline. A pleading was filed with the district court to decide what should happen in removing a candidate from the ballot. The candidate was not removed from the ballot.

The Council is in favor of adding a fine because of the time staff puts in during the election.

### **C. Outdoor Landscaping Text Amendments**

*Presented by Andrew Aagard, City Planner*

Mr. Aagard presented an outdoor landscaping text amendment. They have emphasized and made provisions for more water wise landscaping. They would like to adopt specific provisions required by the state to be eligible for programs. There are many ordinances regarding landscaping requirements.

The amendments include the following:

park strip prohibit sod, requires drip systems instead of spray systems, authorizes artificial turf, prohibits the use of sod in off-street parking areas, general design review, design review in multi-family residential areas, preliminary plans to residential districts limiting 50% of natural lawn landscape, table of development standards allowing the developer to use trees from street tree guide, and subdivisions including tree spacing, drip style irrigations, and limiting sod.

The Tooele City street Tree selection guide amendments include recommendations of certain sizes depending on the projects, avoiding nuisance varieties, adding known performers and trees that tolerate the weather and surroundings areas making it easy to understand and read.

The Council asked the following:

Can they require them to put trees on private property?

Mr. Aagard addressed the Council's questions. They do require trees on private property for commercial areas.

The Council is in favor of the outdoor landscaping text amendments.

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

A closed meeting was held to discuss property acquisitions.

**Council Member Manzione motioned for a closed meeting.** Council member McCall Seconded. The vote was as follows: Council Member McCall "Aye," Council Member Manzione "Aye," Council Member Graf "Aye," Council Member Hansen "Aye," and Chairman Brady "Aye."

The meeting was recessed at 6:28.

Those in attendance during the closed session was: Mayor Debbie Winn, Council Member McCall, Council Member Manzione, Council Member Graf via phone, Council Member Hansen, Chairman Brady, Michelle Pitt, Shannon Wimmer, Jared Stewart, and Roger Baker via phone.

No minutes were taken during the closed meeting.

### **7. Adjourn**

**Chairman Brady adjourned the meeting at 6:47 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 May, 2023

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Justin Brady, City Council Chair

## Tooele City Council Business Meeting Minutes

**Date:** Wednesday, May 3, 2023

**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  
Andrew Aagard, Community Development Director  
Adrian Day, Police Department Chief  
Shannon Wimmer, Finance Director  
Michelle Pitt, City Recorder  
Holly Potter, Deputy City Recorder  
Jamie Grandpre, Public Works Director  
Paul Hansen, City Engineer  
Darwin Cook, Parks and Recreation Director  
Jared Stewart, Economic Development Director  
Chris Nielson, I.T. Director  
Roger Baker, City Attorney, via phone

Minutes prepared by Katherin Yei

Chairman Brady called the meeting to order at 7:08 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

### **3. Mayor's Community Recognition Award**

*Presented by Debbie Winn, Mayor*

Mayor Winn presented the Mayor's Community Recognition Award to the following:

Tanner Lay

Gabriella Castino

Addison Thaline

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

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

### **5. Public Hearing & Motion on Ordinance 2023-18 An Ordinance of Tooele City Adopting a Wastewater Impact Fee Facilities Plan and a Wastewater Impact Fee Analysis, and Amending Tooele City Code Chapter 4-15**

*Presented by Jamie Grandpre, Public Works Director*

Fred Philpot presented a Wastewater Impact Fee Facilities Plan and a Wastewater Impact Fee Analysis. The information provided throughout the plan and analysis helps amend the Ordinance. Mr. Philpot reviewed the impact fee process, the 90-day waiting period, the service area, level of service, existing facilities, buy-ins, future facilities, and financing of wastewater. The impact fee breaks down to treatment in the amount \$3,203 and collection in the amount of \$1,528.

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

**Council Member Manzione motioned to approve Ordinance 2023-18 An Ordinance of Tooele City Adopting a Wastewater Impact Fee Facilities Plan and a Wastewater Impact Fee Analysis, and Amending Tooele City Code Chapter 4-15.** 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.

### **6. Public Hearing on the Community Development Block Grant (CDBG) Second Public Hearing**

*Presented by Jared Stewart, Economic Development Director*

Mr. Stewart presented the Community Development Block Grant (CDBG). This is the second public hearing. This is for the Sewer Improvement project in the Broadway area. This project is for the CIPP sewer pipe improvements on 5 lines. There will not be any excavation of sewer lines. There is \$400,000 available to replace sewer lines in neighborhoods who need it.

The Council asked the following:

Did the City have to match funds?

Mr. Stewart addressed the Council. Mr. Grandpre did budget to match at \$225,572.

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

**7. Public Hearing & Motion on Resolution 2023-30 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 amendments for fiscal year 2022-2023. The majority of the amendments are for grants that the City has received. As well as utility adjustments for the aquatic center.

**Council Member Manzione tabled this item until after item 9 in the agenda allowing the Council to review the budget amendments.** Chairman Brady seconded. 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.

This item was revisited at 7:42 pm. The Council received exhibit A, the budget amendments.

Ms. Wimmer shared the following:  
ARPA funds reallocation, \$5,500 donation for Wigwam, grant funds received, water rights approved, leave payouts, unexpected utilities, street funds by overtime and road salt for the winter.

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

**Council Member Hansen motioned to approve Resolution 2023-30; 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," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

**8. Resolution 2023-27 A Resolution of the Tooele City Council Consenting to Mayor Winn's Appointment of Andrew Aagard to the Position of Director of the Community Development Department**

*Presented by Debbie Winn, Mayor*

Mayor Winn presented the appointment of Andrew Aagard to the position of Director of the Community Development Department.

**Council Member McCall motioned to approve Resolution 2023-27.** 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.

**9. Swearing in of Andrew Aagard as the New Community Development Director**

Ms. Pitt swore in Andrew Aagard as the new Community Development Director.

**10. Public Hearing & Motion on Ordinance 2023-16 An Ordinance of Tooele City Reassigning the Land Use Designation for Approximately 25 Acres of Property Located at Approximately 450 South Tooele Boulevard from Regional Commercial to Light Industrial Presented by Andrew Aagard, Community Development Director**

Mr. Aagard presented a Land Use Map amendment for the property located near 450 South Tooele Boulevard. The zoning needs to change in order to conduct their business. It has a designation of RC, Regional Commercial. They are requesting a LI, Light Industrial. The small piece of RC is a City Well. The Planning Commission did hear this 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 2023-16; An Ordinance of Tooele City Reassigning the Land Use Designation for Approximately 25 Acres of Property Located at Approximately 450 South Tooele Boulevard from Regional Commercial to Light Industrial.** 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.

**11. Public Hearing & Motion on Ordinance 2023-17 An Ordinance of Tooele City Reassigning the Zoning for Approximately 25 Acres of Property Located at Approximately 450 South Tooele Boulevard from RD Research and Development to LI Light Industrial Presented by Andrew Aagard, Community Development Director**

Mr. Aagard presented a Zoning Map Amendment for the property located 450 South Tooele Boulevard. They are requesting to change the zoning to LI, Light Industrial.

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

**Council Member Hansen motioned to approve Ordinance 2023-17; An Ordinance of Tooele City Reassigning the Zoning for Approximately 25 Acres of Property Located at Approximately 450 South Tooele Boulevard from RD Research and Development to LI Light Industrial.** 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.

**12. Public Hearing & Motion on Ordinance 2023-19 An Ordinance of Tooele City Reassigning the Land Use Designation for Approximately 0.28 Acres of Property Located at 248 North Garden Street from Medium Density Residential to Community Commercial Presented by Andrew Aagard, Community Development Director**

Mr. Aagard presented a Land Use Designation for the property located at 248 North Garden Street. The property is vacant land. It is zoned R1-7 and has a medium-density residential. It was discussed to have Garden Street as a buffer zone. The applicant is requesting the CC, Community Commercial for a laundromat or salon. The Planning Commission heard the item and has recommended the approval.

The public hearing was opened.

Kalani Mascherino addressed the Council with concerns of traffic, parking, and current business use.

The public hearing was closed.

The Council shared concerns of traffic and parking on Garden street. As well as putting commercial in a residential area.

**Council Member Manzione motioned to deny approval of Ordinance 2023-19; An Ordinance of Tooele City Reassigning the Land Use Designation for Approximately 0.28 Acres of Property Located at 248 North Garden Street from Medium Density Residential to Community Commercial.** 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.

**13. Public Hearing & Motion on Ordinance 2023-20 An Ordinance of Tooele City Reassigning the Zoning for Approximately 0.39 Acres of Property Located at 60 South Main Street from GC General Commercial to MU-G Mixed Use General**

*Presented by Andrew Aagard, Community Development Director*

Mr. Aagard presented a rezoning for the property located near 60 South Main Street for the Beacon House. It bares the GC, General Commercial zone with the request to change it to MU-G, Mixed Use General. The Land Use Map was recently amendment to MU-G Mixed Use General. The Planning Commission heard the item and has recommended the approval.

The Council shared concerns of the zoning change allowing anything that fits in Mixed-Use General. Allowing residential treatment facility in the area of the Downtown Overlay, may bring unwanted behavior and affect the goal of the Downtown Alliance. The Council shows interest in having residential area in the above apartments in the downtown area.

The Council asked the following questions:

Is there another zone that can differentiate between residential and treatment facilities?

Can they add a condition approving residential, but not allowing the living-treatment aspect?

Did the Council just add the ability to have the treatment facility in this zone?

Mr. Aagard addressed the Council. This is one of the possible uses. Even if the applicant does not go through with the residential treatment, this zone will allow residential use. There is not another zone. Mixed zone does allow a wide mix of residential areas. The applicant has a couple of options with a treatment facility. The City Council can approve a conditional zoning change but it becomes a hard thing to keep track of. The Council did just approve an amendment to allow residential treatments in the Mixed-Use General.

Mr. Baker addressed the Council. There was a discussion when changing the City Code, if the Council would like to look at the entire area or a single parcel, and his recollection is that the Council chose to rezone only this parcel rather than the whole block. The Council can impose conditions on the zone, but that can be difficult to do. The best way to track a conditional zone amendment is to amend the ordinance, allowing the conditions to be built into the ordinance.

Mayor Winn addressed the Council. Staff would like to continue to work with the Down Town Alliance to create a zone to give them what they are looking for.

The public hearing was opened.

The Public shared concern about the possible trouble that surrounds the treatment facilities.

The public hearing was closed.

**Council Member McCall motioned to table this item for two months allowing the City to work with the Downtown Alliance.** Council Member Graf seconded the motion. The vote was as follows: Council Member Hansen, “Nay,” Council Member Graf, “Aye,” Council Member Brady, “Aye,” Council Member Manzione, “Aye,” Council Member McCall, “Aye.” The motion passed.

**14. Five Star Minor Subdivision Request by Cameron Dortch to Create 4 Industrial Lots and 4 Accompanying Railroad Parcels for Approximately 19.4 Acres Located at Approximately 1471 West L Avenue**

*Presented by Andrew Aagard, Community Development Director*

Mr. Aagard presented a Minor Subdivision request for the property located in the Peterson Industrial Depot approximately at 1471 West L Avenue. It is zoned to PID. The applicant is wanting to separate the parcel into four individual lots to be able to sell each individual building. There is no new development. Staff is recommending approval. Planning Commission has heard this item and is recommending approval.

**Council Member Manzione motioned to approve Five Star Minor Subdivision Request by Cameron Dortch as presented.** 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.

**15. Resolution 2023-36 A Resolution of the Tooele City Council Tentatively Adopting the Budget Officer's Tentative Budget for Tooele City Fiscal Year 2023-2024, and Establishing the Time and Place of a Public Hearing to Consider its Adoption**

*Presented by Debbie Winn, Mayor*

Mayor Winn presented the Budget Officer's Tentative Budget for Tooele City Fiscal Year 2023-2024. The public hearing will be held June 21, 2023. They propose to add a work meeting to have a budget discussion. Budgets will be available for the public to review.

**Council Member Graf motioned to approve Resolution 2023-36 A Resolution of the Tooele City Council Tentatively Adopting the Budget Officer's Tentative Budget for Tooele City Fiscal Year 2023-2024, and Establishing the Time and Place of a Public Hearing to Consider its Adoption.** 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," Council Member McCall, "Aye." The motion passed.

**16. Resolution 2023-24 A Resolution of the Tooele City Council Approving the Form of a Lease Agreement with Hoot Owl Leasing LLC for a Cell Tower Site**

*Presented by Roger Baker, City Attorney*

This item was tabled.

**Chairman Brady motioned to table this item.** 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," Council Member McCall, "Aye." The motion passed.

**17. Resolution 2023-29 A Resolution of the Tooele City Council Approving a Franchise Agreement with All West/Utah for Cable Television Services**

*Presented by Roger Baker, City Attorney*

Mr. Baker presented a franchise agreement with All West/Utah allowing them to provide cable television services using its fiberoptic cables. Mr. Baker asked the Council to include a condition allowing the City to charge the maximum franchise fee Utah State Code allows them to charge, which he believed is 5% of gross revenues.

**Council Member Manzione motioned to approve Resolution 2023-29 A Resolution of the Tooele City Council Approving a Franchise Agreement with All West/Utah for Cable Television Services, including adding the franchise Utah State Code allows them to charge.** 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.

**18. Resolution 2023-25 A Resolution of the Tooele City Council Approving an Agreement with Hansen Allen & Luce for a Lead and Copper Rule Service Line Inventory**

*Presented by Jamie Grandpre, Public Works Director*

Mr. Grandpre presented an agreement with Hansen Allen & Luce for a Lead and Copper Rule Service Line Inventory for the water department. The State of Utah has given the City an October date to submit a service line inventory. The cost is \$38,000.

The Council asked the following questions:

How does the company figure out where and what the lines are?

Mr. Grandpre addressed the Council's questions. The state wants the City to know from Meter to Main. This is this initial portion of this project. The City is working with the company to do it. There are some old lead pipes still in the system.

**Council Member Hansen motioned to approve Resolution 2023-25.** 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.

**19. Resolution 2023-31 A Resolution of the Tooele City Council Approving and Ratifying an Agreement with Broken Arrow Construction to Install a Duro-Last Membrane Roof on the Public Works Shop Building**

*Presented by Jamie Grandpre, Public Works Director*

Mr. Grandpre presented an agreement with Broken Arrow Construction to install a Duro-last membrane roof on the Public Works Shop Building. The roof has been redone twice in the past. The cost is \$62,550. Materials have taken longer than anticipated.

**Council Member Manzione motioned to approve Resolution 2023-31.** 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.

**20. Resolution 2023-34 A Resolution of the Tooele City Council Approving a Change Order with Beck Construction & Excavation, Inc., for the Main Street Parking Project**

*Presented by Jamie Grandpre, Public Works Director*

Mr. Grandpre presented a change order with Beck Construction & Excavation, Inc., for the Main Street Parking Project. The parking stalls near Tooele Boulevard and Main Street are being put in. The original agreement was for a small portion of concrete near those parking stalls. They are looking to put stamp concrete along multiple spots on Main Street. The cost for stamp concrete is \$66,133.55; the colored concrete is \$8,451.75, totaling of \$74,585.30. The money is from a grant from the County.

**Council Member Hansen motioned to approve Resolution 2023-34 A Resolution of the Tooele City Council Approving a Change Order with Beck Construction & Excavation, Inc., for the Main Street Parking Project.** 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.

**21. Resolution 2023-35 A Resolution of the Tooele City Council Approving a Contract with PNL Construction, Inc. for the Iron Street Sewer Line & Manhole Replacement Project**  
*Presented by Paul Hansen, City Engineer*

Mr. Hansen presented a contract with PNL Construction, Inc. for the Iron Street Sewer Line & Manhole Replacement Project. With the Army Depot being over 80 years, some of the infrastructure needs to be updated. The project was put out into bid with PNL Construction submitting a bid in the amount of \$339,620. Due to the age of the area, administration is asking for 5% contingency. This project will be paid through sewer funds and ARPA funds.

**Council Member McCall motioned to approve Resolution 2023-35 A Resolution of the Tooele City Council Approving a Contract with PNL Construction, Inc. for the Iron Street Sewer Line & Manhole Replacement Project with a 5% contingency.** Chairman 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," Council Member McCall, "Aye." The motion passed.

**22. Resolution 2023-33 A Resolution of the Tooele City Council Approving and Ratifying an Agreement with Dave's Custom Concrete for the Pratt Aquatics Center Concrete Park Strip Project**

*Presented by Darwin Cook, Parks & Recreation Director*

Mr. Cook presented an agreement with Dave's Custom Concrete for the Pratt Aquatics Center Concrete Park Strip Project. In 2019, a project to remove rocks in front of the pool. Designed with stamp concrete at entrance ways and brush concrete filling the rest. They will be keeping the trees in place. They received three bids with Dave's Custom Concrete.

**Council Member Manzione motioned to approve Resolution 2023-33.** 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.

**23. Resolution 2023-26 A Resolution of the Tooele City Council Adopting the Voter Participation Area Map**

*Presented by Michelle Pitt, City Recorder*

Ms. Pitt presented the Tooele City Council Voter Participation Area Map. During the 2019 general session, House Bill 119 was adopted requiring municipalities to divide the City into four

areas of substantially equal population for the purpose of obtaining signatures for initiatives and referenda. The City adopted a voter participation area map in 2020, but since then County made updates to their voting precinct boundaries. Ms. Pitt explained that the map being presented to the Council today included the County's changes. As well as, equally divided the City into four contiguous and compact areas of equal population.

**Chairman Brady motioned to approve Resolution 2023-26.** 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.

**24. Resolution 2023-32 A Resolution of the Tooele City Council Authorizing an Interlocal Election Agreement with Tooele County for 2023 Tooele City Elections**

*Presented by Michelle Pitt, City Recorder*

Ms. Pitt presented an Interlocal Election Agreement with Tooele County for 2023 Tooele City Elections. The Tooele County Clerk's office has traditionally helped with the elections. The estimated is cost is \$2 per ballot or \$33,938 per election.

**Council Member Graf motioned to approve Resolution 2023-32; A Resolution of the Tooele City Council Authorizing an Interlocal Election Agreement with Tooele County for 2023 Tooele City Elections.** 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," Council Member McCall, "Aye." The motion passed.

**25. Invoices & Purchase Orders**

Ms. Pitt presented the following invoices and purchase orders:

Tooele Motor Company for 2020 RAM 5500 white brush truck for the Fire Department in the amount \$64,400.

CJ Trucking and Excavating to replace waterlines and existing fire hydrants in the amount of \$53,837.50.

Rocky Mountain Power to relocate a power pole for the 7th Street roadway improvement project in the amount of \$39,945.00

**Council Member Hansen motioned to approve the Invoices and Purchase orders.** Chairman 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," Council Member McCall, "Aye." The motion passed.

**26. Minutes**

There are no changes to the minutes.

**Council Member Manzione motioned to approve Minutes.** 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.

**27. Adjourn**

Chairman Brady adjourned the meeting at 9:06pm.

*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 May, 2023

\_\_\_\_\_  
Justin Brady, City Council Chair