

PUBLIC NOTICE

Notice is hereby given that the Tooele City Council and the Redevelopment Agency (RDA) of Tooele City will meet in a Work Meeting, on Wednesday, April 3, 2024, at 5:30 p.m. The meeting will be held in the Tooele City Hall Council Chambers, located at 90 North Main Street, Tooele, Utah. The complete public notice is posted on the Utah Public Notice Website www.utah.gov, the Tooele City Website www.tooelecity.gov, 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.gov.

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".

AGENDA

1. **Open City Council Meeting**
2. **Roll Call**
3. **Mayor's Report**
4. **Council Members' Report**
5. **Discussion Items**
 - a. **Ordinance 2024-10** An Ordinance of Tooele City Fixing New Culinary Water Rates
Presented by Jamie Grandpre, Public Works Director
 - b. **Ordinance 2024-11** An Ordinance of Tooele City Fixing New Sanitary Sewer Rates
Presented by Jamie Grandpre, Public Works Director
 - c. **Resolution 2024-23** A Resolution of the Tooele City Council Approving an Agreement with Brightview Landscape Services, Inc., for Landscaping Maintenance at City Buildings and Parks
Presented by Darwin Cook, Parks and Recreation Director
6. **Closed Meeting**
~ Litigation, Property Acquisition, and/or Personnel
7. **Adjourn**

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.gov, prior to the meeting.

TOOELE CITY CORPORATION

ORDINANCE 2024-10

AN ORDINANCE OF TOOELE CITY FIXING NEW CULINARY WATER RATES.

WHEREAS, UCA Section 10-8-22(2) authorizes municipalities to fix water rates: “A municipality shall fix the rates to be paid for the use of water furnished by the municipality”; and,

WHEREAS, Tooele City’s culinary water utility is regulated by Tooele City Code Title 9; and,

WHEREAS, Tooele City’s previous culinary water rates were fixed by Resolution 2003-25 on May 21, 2003, and by Resolution 1997-09 on April 2, 1997; and,

WHEREAS, culinary water rates form the principal means of the City funding the operation and maintenance of the City’s culinary water system; and,

WHEREAS, the City retained the firm of LRB Public Finance Advisors (LRB) to conduct a culinary water rate analysis, resulting in the 2024 Tooele City Water and Sewer Rate Study; and,

WHEREAS, based on the Study, the City Administration recommends the following culinary water rates, effective June 1, 2024:

Base Increase		7.25%	7.25%	7.25%	7.25%	7.25%
Usage Increase		2.00%	2.00%	2.00%	2.00%	2.00%
Base Rate Adjustments						
	Current Fee	2025	2026	2027	2028	2029
3/4"	\$10.00	\$10.73	\$11.50	\$12.34	\$13.23	\$14.19
1"	\$15.00	\$16.09	\$17.25	\$18.50	\$19.85	\$21.29
1.5"	\$22.50	\$24.13	\$25.88	\$27.76	\$29.77	\$31.93
2"	\$30.00	\$32.18	\$34.51	\$37.01	\$39.69	\$42.57
3"	\$37.50	\$40.22	\$43.13	\$46.26	\$49.62	\$53.21
4" - 8"	\$45.00	\$48.26	\$51.76	\$55.51	\$59.54	\$63.86
Usage Rate Adjustments						
	Current Fee	2025	2026	2027	2028	2029
Tier 1	\$0.75	\$0.77	\$0.78	\$0.80	\$0.81	\$0.83
Tier 2	\$1.00	\$1.02	\$1.04	\$1.06	\$1.08	\$1.10
Tier 3	\$1.25	\$1.28	\$1.30	\$1.33	\$1.35	\$1.38
Tier 4	\$1.50	\$1.53	\$1.56	\$1.59	\$1.62	\$1.66
Tier 5	\$1.75	\$1.79	\$1.82	\$1.86	\$1.89	\$1.93
Tier 6	\$2.00	\$2.04	\$2.08	\$2.12	\$2.16	\$2.21

WHEREAS, the City Council held a public hearing during its April 3, 2024, business meeting and accepted public comment; and,

WHEREAS, the City Council finds that this Ordinance 2024-10 is necessary for the protection of the public peace, health, safety, and welfare:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOEELE CITY COUNCIL that the culinary water rates are fixed, as indicated in the above table, effective June 1, 2024.

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 on June 1, 2024, 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 _____, 2024.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

(If the mayor approves this ordinance, the City Council passes this ordinance with the Mayor's approval. If the Mayor disapproves this ordinance, the City Council passes the ordinance over the Mayor's disapproval by a super-majority vote (at least 4). If the Mayor neither approves nor disapproves of this ordinance by signature, this ordinance becomes effective without the Mayor's approval or disapproval. UCA 10-3-704(11).)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

TOOELE CITY CORPORATION

ORDINANCE 2024-11

AN ORDINANCE OF TOOELE CITY FIXING NEW SANITARY SEWER RATES.

WHEREAS, UCA Section 10-8-38 authorizes municipalities to fix sewer rates; and,

WHEREAS, Tooele City’s wastewater utility is regulated by Tooele City Code Title 8; and,

WHEREAS, Tooele City’s previous sanitary sewer rates were fixed by Resolution 2003-26 on May 21, 2003, and by Resolution 1998-14 on April 1, 1998; and,

WHEREAS, sanitary sewer rates form the principal means of the City funding the operation and maintenance of the City’s wastewater collection system and water reclamation facility; and,

WHEREAS, the City retained the firm of LRB Public Finance Advisors (LRB) to conduct a sanitary sewer rate analysis, resulting in the 2024 Tooele City Water and Sewer Rate Study; and,

WHEREAS, based on the Study, the City Administration recommends the following sanitary sewer rates, effective June 1, 2024:

Base Increase		50.00%	15.00%	5.00%	5.00%	5.00%
Usage Increase		50.00%	15.00%	5.00%	5.00%	5.00%
Base Rate Adjustments						
	Current Fee	2025	2026	2027	2028	2029
Rate Code 301 (All Other Users)	\$7.00	\$10.50	\$12.08	\$12.68	\$13.31	\$13.98
Rate Code 302 (Grandview)	\$875.00	\$1,312.50	\$1,509.38	\$1,584.84	\$1,664.09	\$1,747.29
Rate Code 304 (Vorwaller Trailer Court)	\$315.00	\$472.50	\$543.38	\$570.54	\$599.07	\$629.02
Rate Code 305 (Vorwaller Mobile Home Park)	\$420.00	\$630.00	\$724.50	\$760.73	\$798.76	\$838.70
Rate Code 306 (Tooele Army Depot)	\$27.00	\$40.50	\$46.58	\$48.90	\$51.35	\$53.92
Usage Rate Adjustments						
	Current Fee	2025	2026	2027	2028	2029
All Users	\$2.00	\$3.00	\$3.45	\$3.62	\$3.80	\$3.99

WHEREAS, the City Council held a public hearing during its April 3, 2024, business meeting and accepted public comment; and,

WHEREAS, the City Council finds that this Ordinance 2024-11 is necessary for the protection of the public peace, health, safety, and welfare:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that the sanitary sewer rates are fixed, as indicated in the above table, effective June 1, 2024.

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 on June 1, 2024, 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 _____, 2024.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

(If the mayor approves this ordinance, the City Council passes this ordinance with the Mayor's approval. If the Mayor disapproves this ordinance, the City Council passes the ordinance over the Mayor's disapproval by a super-majority vote (at least 4). If the Mayor neither approves nor disapproves of this ordinance by signature, this ordinance becomes effective without the Mayor's approval or disapproval. UCA 10-3-704(11).)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

TOOELE CITY CORPORATION

RESOLUTION 2024-23

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH BRIGHTVIEW LANDSCAPE SERVICES, INC., FOR LANDSCAPING MAINTENANCE AT CITY BUILDINGS AND PARKS.

WHEREAS, the City Administration has found resource efficiencies in outsourcing landscaping maintenance at various City building and park locations; and,

WHEREAS, the Parks and Recreation Department solicited bids in compliance with City procurement policies and procedures; and,

WHEREAS, BrightView Landscape Services, Inc., submitted the lowest responsible responsive bid, with a total bid amount of \$105,232 (see the bid results attached as Exhibit A, and the itemized bid attached as Exhibit B); and,

WHEREAS, the proposed agreement with BrightView Landscape Services, Inc., is attached as Exhibit C:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL the City Council hereby approves an agreement (Exhibit C) with BrightView Landscape Services, Inc., for parks landscaping maintenance, in the amount of \$105,232, and hereby authorizes the Mayor to execute the agreement.

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 _____, 2024.

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, Tooele City Attorney

Exhibit A

Bid Results

2024 Landscape Maintenance Project, Bid Results

CONTRACTOR	TOTAL BID AMOUNT
Brightview	\$105,232.00
Jensen Family Landscape	\$233,766.00
American Maintenance	\$122,470.40
Powel Landscape	\$148,980.00
Elite Grounds	\$132,661.25

Exhibit B

BrightView Itemized Bid

DOCUMENT 00 43 00

BID SCHEDULE

PART 1 GENERAL

1.1 DOCUMENT INCLUDES

- A. Price schedules.
- B. Measurement and payment provisions.

1.2 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as:

2024 Landscape Maintenance Project

1.3 REFERENCES

- A. APWA 01290: Payment Procedures.
- B. Short form Agreement

1.4 SCHEDULE TO BE ADDED TO THE AGREEMENT

- A. This document will be added to the Agreement by reference.

PART 2 PRICE SCHEDULES

2.1 BID

NO.	LOCATION	AREA* (ACRES)	MAINTENANCE (PER WEEK)	TOTAL ANNUAL COST (26 Weeks)
1	City Hall	0.37	\$22.65	\$589.00
2	City Library	0.91	\$53.81	\$1,399.00
3	City Park & Soft Ball Fields	4.03	\$237.91	\$6,186.00
4	Copper Canyon Park	7.41	\$437.39	\$11,372.00
5	530 S 525 W Detention Basin	0.20	\$11.73	\$305.00
6	1430 E 270 S Detention Basin	0.45	\$26.70	\$694.00

RETURN WITH BID DOCUMENTS

NO.	LOCATION	AREA* (ACRES)	MAINTENANCE (PER WEEK)	TOTAL ANNUAL COST (26 Weeks)
7	520 E Kings Landing Detention Basin	0.36	\$ 21.44	\$ 558.00
8	Aaron Dr & Berra Blvd Detention Basin	0.50	\$ 29.54	\$ 768.00
9	620 East 1150 North Detention Basin	0.19	\$ 11.33	\$ 295.00
10	Dow James Park / Ball Fields	8.58	\$506.57	\$13,171.00
11	Elton Park	10.22	\$603.28	\$15,685.00
12	England Acres Park	9.34	\$551.49	\$14,339.00
13	Fire Station #2	0.20	\$ 11.73	\$ 305.00
14	Glen Eagles Park	3.70	\$218.49	\$5,681.00
15	Linear Park	1.58	\$93.47	\$2,430.00
16	Main Street Park Strips	0.75	\$44.10	\$1,147.00
17	Oquirrh Ball Field	0.68	\$40.06	\$1,041.00
18	Parkers Park	3.75	\$221.32	\$5,754.00
19	Rancho / Spencer Field	6.00	\$354.04	\$9,205.00
20	Red Del Papa Ball Field	3.90	\$230.22	\$5,986.00
21	Settler's Park	1.33	\$78.49	\$2,041.00
22	Skyline Park	1.57	\$92.66	\$2,409.00
23	Smelter Park	1.55	\$91.44	\$2,378.00
24	Veterans Park	0.87	\$51.39	\$1,336.00
25	700 S 900 W Booster Station	0.10	\$6.07	\$158.00
Total Bid				\$105,232.00

Note: * The acreage shown is for relative information only and may not be relied upon. BIDDERS are responsible to verify the actual area measurements and to base their Bid upon the actual site conditions and area at each of the separate project locations.

PART 3 MEASUREMENT AND PAYMENT

3.1 Landscape Maintenance

- A. METHOD OF MEASUREMENT. Landscape Maintenance for each of the twenty five (25) work areas shall not be measured.
- B. BASIS OF PAYMENT. Work completed under this bid item shall be paid for at the weekly contract unit bid price listed in the bidder's proposal for each of the twenty five (25) various park locations. Payment shall be considered complete

Exhibit C

Agreement



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter "City"), and **BrightView Landscape Services Inc** of **4112 S 500 W Murray, UT 84123** a(n) **Inc** [individual/company type], (hereinafter "Contractor") enter into this Agreement on the **27** day of **March, 2024** (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). See Attached for Locations and Bid Schedule**
 - a) Weekly contract unit bid price listed in the attached bidder's proposal for each of the twenty-five (25) various locations.
 - b) Contractor will coordinate with Parks Supervisor scheduling and weather cancelations.
 - c) Mowing of all grass areas (bag and off-site disposal of all grass clippings if not mulched).
 - d) All ball fields must be mowed with discharge away from infield.
 - e) String trim sidewalk and curb edges, fence lines and tree rings.
 - f) Blow sidewalks and parking areas to remove all grass and debris following mowing and all other operations, incidentals.
 - g) Contractor will be responsible for any damage; turf, trees, fences, playgrounds, benches, garbage cans, etc.
 - h) Contractor will provide monthly invoicing with all locations itemized.
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 **\$105,232.00** 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 **November 1** of each year of the three-year term of this Agreement.
5. **Termination.** The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. **Indemnification and Insurance.**
 - a. **Contractor Liability Insurance.** Contractor shall obtain and maintain liability insurance in the amount of at least \$1,000,000. Contractor shall list the City as an additional insured on endorsements issued under its liability insurance policy. Contractor shall require that all of its subcontractors list the City as an additional insured on endorsements issued under their respective liability insurance policies, with respect to the Services rendered under this Agreement.
 - b. **Contractor Indemnification.** Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any intentional or

negligent act or omission of Contractor and/or its agents and subcontractors arising out of or related to this Agreement.

- c. Contractor Workers' Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. In the alternative, assuming eligibility, Contractor may obtain a Workers' Compensation Coverage Waiver from the Utah Labor Commission. Contractor shall verify that all its subcontractors have purchased and do maintain workers compensation insurance for their employees or have obtained an exclusion, and shall indemnify the City against claims resulting from a failure to obtain and maintain the insurance.
 - d. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance, including all Contractor and subcontractor endorsements, and workers compensation insurance or exclusion to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence of insurance.
 - e. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.
 - f. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.
7. Business License. If required by Tooele City Code §5-1-1 *et seq.*, Contractor shall obtain a Tooele City business license.
8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.
9. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

TOOELE CITY CORPORATION

CONTRACTOR

Debra E. Wimm, Tooele City Mayor

Signature

Print Name/Title: _____

Attest:

Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

Roger Evans Baker, Tooele City Attorney
(Revised 04/27/2023)



**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