

## PUBLIC NOTICE

Notice is hereby given that the Tooele City Council will meet in a Business Meeting on Wednesday, April 3, 2024 at the hour of 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.gov](http://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](mailto: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". 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.gov](mailto:cmpubliccomment@tooelecity.gov) 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 Awards**
4. **Public Comment Period**
5. **Public Hearing and Motion on Ordinance 2024-07** An Ordinance of Tooele City Amending Tooele City Code Section 7-4-9, Parking Lots, Clarifying the Types of Required Parking Lot Landscape Islands, the Number of Parking Lot Landscaping Islands and Trees Required Within the Required Landscaping Islands  
*Presented by Andrew Aagard, Community Development Director*
6. **Public Hearing and Motion on Ordinance 2024-10** An Ordinance of Tooele City Fixing New Culinary Water Rates  
*Presented by Jamie Grandpre, Public Works Director*
7. **Public Hearing and Motion on Ordinance 2024-11** An Ordinance of Tooele City Fixing New Sanitary Sewer Rates  
*Presented by Jamie Grandpre, Public Works Director*
8. **Ordinance 2024-08** An Ordinance of Tooele City Adopting the 2024 Tooele City Water Reclamation Facility Master Plan  
*Presented by Jamie Grandpre, Public Works Director*
9. **Resolution 2024-04** A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule Regarding Animal Shelter Fees  
*Presented by Adrian Day, Chief of Police*

10. **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*
11. **Resolution 2024-25** A Resolution of the Tooele City Council Approving an Agreement with Val Kotter & Sons, Inc., for the 2024 New Town Sewer Reline and Replacement Project, Schedule A  
*Presented by Jamie Grandpre, Public Works Director*
12. **Resolution 2024-26** A Resolution of the Tooele City Council Approving an Agreement with Broken Arrow for the 2024 New Town Sewer and Manhole Replacement Project, Schedules B and C  
*Presented by Jamie Grandpre, Public Works Director*
13. **Resolution 2024-27** A Resolution of the Tooele City Council Approving an Agreement with Morgan Pavement Maintenance for the 2024 Roadway Maintenance Project, Schedule A  
*Presented by Jamie Grandpre, Public Works Director*
14. **Resolution 2024-28** A Resolution of the Tooele City Council Approving an Agreement with Advanced Paving and Construction, Inc., for the 2024 Roadway Maintenance Project, Schedules B and C  
*Presented by Jamie Grandpre, Public Works Director*
15. **Invoices & Purchase Orders**  
  
*Presented by Michelle Pitt, City Recorder*
16. **Minutes**  
~March 20, 2024 Work Meeting  
~March 20, 2024 Business Meeting
17. **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@tooelecitey.gov](mailto:michellep@tooelecitey.gov), prior to the meeting.

**TOOELE CITY CORPORATION**

**ORDINANCE 2024-07**

**AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE SECTION 7-4-9, PARKING LOTS, CLARIFYING THE TYPES OF REQUIRED PARKING LOT LANDSCAPE ISLANDS, THE NUMBER OF PARKING LOT LANDSCAPING ISLANDS AND TREES REQUIRED WITHIN THE REQUIRED LANDSCAPING ISLANDS**

WHEREAS, Utah Constitution, Article XI, Section 5 directly confers upon Utah's charter cities, including Tooele City, "the authority to exercise all powers relating to municipal affairs, and to adopt and enforce within its limits, local police, sanitary and similar regulations not in conflict with the general law"; and,

WHEREAS, Utah Code Section 10-8-84 enables Tooele City to "pass all ordinances and rules, and make all regulations ... as are necessary and proper to provide for the safety and preserve the health, and promote the prosperity, improve the morals, peace and good order, comfort, and convenience of the city and its inhabitants, and for the protection of property in the city"; and,

WHEREAS, Tooele City Code Section 7-4-9, Parking Lots, is Tooele City's ordinance that defines landscaping and layout of parking areas; and,

WHEREAS, Tooele City Code Section 7-4-9, Parking Lots, also creates an exception to the landscaping island requirement depending upon the number of parking spaces proposed in the parking area; and,

WHEREAS, Tooele City Community Development staff have received feedback from the development community that the ordinance creates ambiguity in that it defines landscaping islands in two unique manners and is not clear on which landscaping island is exempted by the exception provided by the code; and,

WHEREAS, Tooele City Code Section 7-4-9 provides an exception to the tree requirement if the landscaping islands are utilized for pedestrian access across the parking lot and incorporate a concrete path; and,

WHEREAS, the ambiguity created by the two unique definitions of parking islands results in ambiguity regarding tree planting requirements in each landscape island; and,

WHEREAS, the proposed ordinance amendments clarify the difference between the two types of landscaping islands defined therein by defining one of the islands as landscaping end caps and the other as landscaping islands; and,

WHEREAS, the proposed amendments clarify that the parking island exception applies only to landscaping islands and does not apply to end caps; and,

WHEREAS, the proposed amendments clarify the tree planting requirement based upon the row of parking the island is located within; and,

WHEREAS, the tree planting exception when a pedestrian path through the parking area is incorporated into the island applies only to landscaping islands and does not apply to landscaping end caps to ensure the parking area maintains sufficient tree count so as to improve the aesthetic value of the parking area; and,

WHEREAS, Tooele City Staff presented Exhibit A of the proposed ordinance amendments to the City Council during its March 6, 2024, public work meeting; and,

WHEREAS, on March 27 2024, the Planning Commission convened a duly-noticed public hearing, accepted public comment, and voted to provide its recommendation to the City Council; and,

WHEREAS, on April 3, 2024, the City Council convened a public hearing, considered the Planning Commission recommendation, and accepted public comment:

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

1. TCC Chapter 7-4-9, Parking Lots, is hereby amended as shown in Exhibit A, attached and incorporated; and,
2. This ordinance is necessary to eliminate ambiguities that currently exist in the parking lot landscaping code in the following ways:
  - a. to render the code easier to interpret and understand by staff, developers and the general public; and,
  - b. To clarify application of the landscaping island exception for parking lots of certain sizes; and,
  - c. To ensure parking lots maintain a healthy tree planting requirement in parking lots and to continue to promote Tooele as a Tree City USA.

This Ordinance is necessary for the immediate preservation of the peace, health, safety, or welfare of Tooele City and shall become effective immediately 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 \_\_\_\_\_, 20\_\_.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

\_\_\_\_\_  
Michelle Pitt, City Recorder

S E A L

Approved as to Form: \_\_\_\_\_  
Roger Baker, Tooele City Attorney

# Exhibit A

## Proposed Ordinance Amendments

# Proposed Changes

## 7-4-9 Parking Lots

### (3) Landscaping.

(e) Landscaping ~~islands~~ end caps not less than eight feet in width, exclusive of curbing, and extending the entire length of the parking stalls it borders shall be provided at each end of single and double parking rows. Landscape ~~islands~~ end caps shall be outlined with curbing to ensure the viability of the landscaping and separation between parking and landscaping. These ~~islands~~ end caps shall include one tree for each ~~parking stall it borders except that trees may be eliminated where pedestrian walkways are provided in their place~~ single row end cap and two trees for double row end caps.

(f) Landscaped Islands. Landscaping islands shall be provided in all parking areas as follows:

(i) Parking areas containing less than 75 parking spaces shall not be required to provide landscaped islands that break up rows of parking.

(ii) Parking areas containing less than 75 parking spaces which are part of a phased development that will result in the expansion of the parking for the development to be more than 75 parking spaces shall be required to provide landscaped islands as described in Subsection (f)(iii) herein.

(iii) When required, the maximum number of parking spaces in a row without separation by a landscaping island shall be 15. Landscaping islands ~~that provide this separation shall comply with the requirements of Subsection (e) herein except that the number of trees required shall be based on the number of parking stalls bordered on one side only~~ shall include 1 tree for single row islands and 2 trees for double row islands. Tree requirement may be waived where pedestrian walkways are provided within the landscape islands.

Exhibit B

Staff Report



**STAFF REPORT**

March 22, 2024

**To:** Tooele City Planning Commission  
Business Date: March 27, 2024

**From:** Planning Division  
Community Development Department

**Prepared By:** Andrew Aagard, Community Development Director

**Re:** **Parking Lot Landscaping Islands– City Code Text Amendment Request**

Applicant: Tooele City

Request: Request for approval of a City Code Text Amendment to Tooele City Code 7-4-9, Parking Lots, related to required landscaping islands.

**BACKGROUND**

Tooele City is proposing amendments to the landscaping requirements of islands in a parking lot, particularly in terms of defining the difference between types of landscaping islands, defining the tree requirement within those islands and clarifying the tree exception for pedestrian access through those islands.

**ANALYSIS**

*History.* Section 7-4-9 (3) is the code section that lays out the criteria for landscaping islands within the parking lot. Paragraphs “E” and “F” determine the design criteria for landscape islands. You will note that paragraph “E” is titled “Landscape Islands.” You will also note that paragraph “F” is also titled “Landscape Islands.” The problem arises in that both paragraphs are discussing two separate types of landscape islands but the way they are titled leads to confusion in the interpretation.

Paragraph “F” is referring to what I prefer to call “landscape end caps.” These are areas of curb bounded landscaping that are about the same size of a parking stall and are located at the end of long rows of parking, either single or double rows. Paragraph “E” is referring to landscape islands that are specifically required to break up long rows of parking by inserting an island every 15 parking stalls. The issue rests in that paragraph “F” provides an exception to the island requirement if the parking lot is smaller than 75 parking stalls. This exception is included in a separate location from the landscape end caps as required in paragraph “E.” However, because the ordinance doesn’t differentiate between landscape islands and landscape end caps it has often been interpreted that if a parking lot is smaller than 75 stalls the exception extends to both landscape islands and landscape end caps.

That is not the case. There is a clear separation between the two types of landscaping areas. There is not an exception to landscape end caps. The exception only applies to the islands and that is why the ordinance divides the two into two separate paragraphs. The proposed amendments don’t change or alter the City’s requirements for landscape islands. All this does it provide a clear difference between landscape end caps and landscape islands and clarifies that the exception for parking lots smaller than 75 parking stalls applies only to landscape islands. Landscape end caps are required for all parking lots, regardless of size.

There is also some ambiguity as to the number of trees to be planted in each island. The ordinance clarifies this so that the number trees required per island and end cap is no longer determined by the number of parking spaces adjacent to the island or end cap.

Purpose. To clarify the ordinance and make a clear distinction between landscape islands and landscape end caps and to clarify the tree requirement and to ensure sufficient trees are planted within the parking area to maintain aesthetics within the parking lot areas.

Ordinances Affected. The following ordinances are those that will be affected by the proposed changes.

1. ***Title 7; Uniform Zoning Title of Tooele City, Chapter 7-4-9, Parking Lots, Section 3, Paragraphs E and F.***

Proposed Changes to Paragraph “E”.

1. The word “islands” is changed to “end caps”.
2. Adds the words “single and double” parking rows to determine where the ends caps are placed.
3. Tree requirement now based upon the row of parking rather than the number of adjacent parking stalls.
4. Eliminates the tree exception for end caps.

Proposed Changes to Paragraph “F”.

1. Tree requirement now based upon the row of parking rather than the number of adjacent parking stalls.
2. Provides an exception to the tree requirement when pedestrian pathways for accessibility purposes are included in the landscaping islands.

Criteria For Approval. The criteria for review and potential approval of a City Code Text Amendment request is found in Sections 7-1A-7 of the Tooele City Code. This section depicts the standard of review for such requests as:

- (1) No amendment to the Zoning Ordinance or Zoning Districts Map may be recommended by the Planning Commission or approved by the City Council unless such amendment or conditions thereto are consistent with the General Plan. In considering a Zoning Ordinance or Zoning Districts Map amendment, the applicant shall identify, and the City Staff, Planning Commission, and City Council may consider, the following factors, among others:
  - (a) The effect of the proposed amendment on the character of the surrounding area.
  - (b) Consistency with the goals and policies of the General Plan and the General Plan Land Use Map.
  - (c) Consistency and compatibility with the General Plan Land Use Map for adjoining and nearby properties.
  - (d) The suitability of the properties for the uses proposed viz. a. viz. the suitability of the properties for the uses identified by the General Plan.
  - (e) Whether a change in the uses allowed for the affected properties will unduly affect the uses or proposed uses for adjoining and nearby properties.
  - (f) The overall community benefit of the proposed amendment.

## **REVIEWS**

Planning Division Review. The Tooele City Planning Division has completed their review of the City Code Text Amendments request and has issued and approval for the request with the following comment:

1. This ordinance amendment will resolve what has been a common dispute between developers and staff.
2. This ordinance amendment will make reviewing plans more convenient for City Staff and will be easier to interpret for architects and civil engineers.
3. This ordinance will maintain the City’s desire to include trees in the parking lots.

Engineering & Public Works Division Review. The Tooele City Engineering and Public Works Divisions have not reviewed the proposed text amendment and have not offered any feedback.

*Fire Department Review:* The Tooele City Fire Department have not reviewed the proposed text amendment and have no offered any feedback.

*Noticing.* The applicant has expressed their desire to amend the City Code and do so in a manner which is compliant with the City Code. As such, notice has been properly issued in the manner outlined in the City and State Codes.

### **STAFF RECOMMENDATION**

Staff recommends the Planning Commission carefully weigh this request for a City Code Text Amendment according to the appropriate tenets of the Utah State Code and the Tooele City Code, particularly Section 7-1A-7(1) and render a decision in the best interest of the community with any conditions deemed appropriate and based on specific findings to address the necessary criteria for making such decisions.

Potential topics for findings that the Commission should consider in rendering a decision:

1. The effect the text amendment may have on potential applications regarding the character of the surrounding areas.
2. The degree to which the proposed text amendment may effect a potential application's consistency with the intent, goals, and objectives of any applicable master plan.
3. The degree to which the proposed text amendment may effect a potential application's consistency with the intent, goals, and objectives of the Tooele City General Plan.
4. The degree to which the proposed text amendment is consistent with the requirements and provisions of the Tooele City Code.
5. The suitability of the proposed text amendment on properties which may utilize its provisions for potential development applications.
6. The degree to which the proposed text amendment may effect an application's impact on the health, safety, and general welfare of the general public or the residents of adjacent properties.
7. The degree to which the proposed text amendment may effect an application's impact on the general aesthetic and physical development of the area.
8. The degree to which the proposed text amendment may effect the uses or potential uses for adjoining and nearby properties.
9. The overall community benefit of the proposed amendment.
10. Other findings the Commission deems appropriate to base their decision upon for the proposed application.

### **MODEL MOTIONS**

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the Parking Lot Landscaping Islands text amendment request by Tooele City for the purpose of clarifying landscape requirements for parking lot end caps and islands, based on the following findings:”

1. List findings ...

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the Parking Lot Landscaping Islands text amendment request by Tooele City for the purpose of clarifying landscape requirements for parking lot end caps and islands, based on the following findings:”

1. List findings ...

## Exhibit C

### Planning Commission Minutes

**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%
<b>Base Rate Adjustments</b>						
	<b>Current Fee</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>
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
<b>Usage Rate Adjustments</b>						
	<b>Current Fee</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>
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)

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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%
<b>Base Rate Adjustments</b>						
	<b>Current Fee</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>
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
<b>Usage Rate Adjustments</b>						
	<b>Current Fee</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>	<b>2028</b>	<b>2029</b>
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)

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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 2024-08

### **AN ORDINANCE OF TOOELE CITY ADOPTING THE 2024 TOOELE CITY WATER RECLAMATION FACILITY MASTER PLAN.**

WHEREAS, Tooele City (the “City”) is a municipal corporation, a charter city, and a political subdivision of the State of Utah, authorized and organized under the Utah Constitution and Utah statutes; and,

WHEREAS, water is a scarce and precious commodity in Tooele City and in the State of Utah, and Tooele City operates a water reclamation facility producing Type A tertiary treated irrigation water with the aspiration of reducing culinary water demands by the use of treated wastewater; and,

WHEREAS, on February 17, 2010, the City Council approved Ordinance 2010-04 adopting a set of master plan documents styled the 2010 Tooele City Waste Water Capital Facilities Plan, including a 2008 Waste Water Conceptual Capital Facilities Schedule by Hansen Allen & Luce to update its 2000 Waste Water Collection System Master Plan cost estimates (the 2000 Plan was adopted by Ordinance 2001-36 on January 23, 2002); and,

WHEREAS, the City, through its water reclamation facility consulting engineering firm J-U-B Engineers, Inc., has completed a 2024 Tooele City Water Reclamation Facility Master Plan (the “Master Plan,” attached and incorporated by this reference as Exhibit A); and,

WHEREAS, while UCA Sections 10-9a-401(2)(c) and -403(4)(b) allow for the adoption of a wastewater/sewer element of the General Plan, the adoption of the Master Plan by this Ordinance 2024-08 is not the adoption of a General Plan element; and,

WHEREAS, while UCA Sections 11-36a-501 through -504 provide for the adoption of a wastewater impact fee facilities plan and a wastewater impact fee analysis, the adoption of the Master Plan by this Ordinance 2024-08 is not the adoption of an impact fee facilities plan or an impact fee analysis; and,

WHEREAS, on September 7, 2022, the City Council approved Ordinance 2022-35, adopting the 2022 Tooele City Wastewater Collection System Master Plan, and this Ordinance 2024-08 completes the present wastewater master planning effort; and,

WHEREAS, on May 3, 2023, the City Council approved Ordinance 2023-18, adopting a wastewater impact fee facilities plan, a wastewater impact fee analysis, and new wastewater impact fees; and,

WHEREAS, upon adoption of the Master Plan by this Ordinance 2024-08, Tooele City will evaluate whether a new wastewater impact fee facilities plan and a new wastewater impact fee analysis are appropriate:

NOW THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that the (attached hereto and incorporated herein as Exhibit A) is hereby adopted as a master plan of Tooele City.

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_, 2024.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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Michelle Y. Pitt, City Recorder

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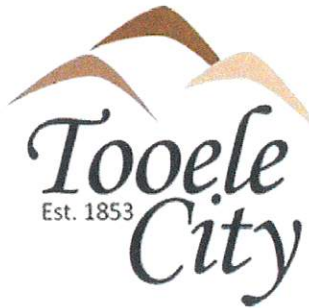
Approved as to Form:

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

# EXHIBIT A

## 2024 Tooele City Water Reclamation Facility Master Plan

(attached and incorporated by this reference)



# Tooele Water Reclamation Facility Master Plan

March 2024

Prepared By:



**J-U-B ENGINEERS, INC.**

392 E Winchester St, Suite 300  
Salt Lake City, UT 84107



**TOOELE CITY CORPORATION**

**RESOLUTION 2024-04**

**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 reduce the animal pre-adoption sterilization deposit to \$25, to eliminate the animal surrender fee, and to eliminate the animal sterilization fee, reflecting that the City does not provide surrender or sterilization services:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Tooele City Fee Schedule is hereby amended as shown in Exhibit A.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_, 2024.



TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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

S E A L

Approved as to Form:

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

## Exhibit A

### Animal Shelter Fees

# ANIMALS

License (one year)	
Dogs	
Sterilized	\$10 (\$5 for owners aged 60+)
Unsterilized	\$35
Dogs (Declared Dangerous or Potentially Dangerous)	
Sterilized	\$60
Unsterilized	\$85
Cats	
Sterilized	\$5
Unsterilized	\$35
Late License Penalty (after February 28)	Double the regular License Fee
Replacement Tags	\$5
Impoundment	
Dogs & Cats	
1st Impound	\$40
2nd Impound	\$80
3rd Impound	\$160
Subsequent Impounds	\$320
Boarding (no livestock)	\$10/Day
Rabies	
Rabies Deposit (reimbursed upon proof of certificate)	\$30
Rabies Test Fee	\$250
Quarantine Fee (for bite breaking skin; no vaccine)	\$100
Vaccinations	
DHHP (dogs – may be required upon impound)	\$15
Bordetella (dogs – may be required upon impound)	\$10
FVRCP (cats – may be required upon impound)	\$10
Adoption Fee (for animals already sterilized)	\$10
Adoption Fee (for animals sterilized by the City)	\$10 + sterilization costs
Sterilization Deposit (reimbursed upon proof of sterilization)	\$25
Microchip (may be required upon impound)	\$25
Trap Rental Deposit	\$70

Disposal (of deceased animal by owner)

Dog

\$100

Cat

\$50

**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)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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

S E A L

Approved as to Form:

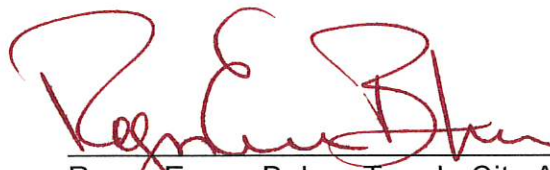
  
\_\_\_\_\_  
Roger Evans Baker, Tooele City Attorney

Exhibit A

Bid Results

## 2024 Landscape Maintenance Project, Bid Results

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



## 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
<b>Total Bid</b>				<b>\$105,232.00</b>

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

**TOOELE CITY CORPORATION**

**RESOLUTION 2024-25**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH VAL KOTTER & SONS, INC., FOR THE 2024 NEW TOWN SEWER RELINE AND REPLACEMENT PROJECT, SCHEDULE A.**

WHEREAS, Tooele City owns and operates a publicly owned treatment works (POTW) consisting of a water treatment and reclamation plant and a sewer collection system for residences and business in the City, which collection system includes sewer main lines and manholes; and,

WHEREAS, sewer collection lines in New Town are in need of repair and replacement, including slip lining old sewer lines; and,

WHEREAS, the City solicited public bids for the 2024 Sewer Reline and Replacement Project, in three separate Project schedules, in accordance with the procedures of §11-39-103, Utah Code Annotated, as amended; and,

WHEREAS, Val Kotter & Sons, Inc., has submitted a cost proposal of Two Hundred Seventy-seven Thousand Five Hundred Forty dollars (\$277,540.00), which is the lowest responsible responsive bid for Schedule A of the Project (sewer reline and replacement). A copy of the Bid Tabulation is attached as Exhibit A; and,

WHEREAS, the City Administration requests an additional appropriation of about 5% in the amount of Fourteen Thousand dollars (\$14,000) as contingency for change orders for changed conditions which may arise during the Project, as reviewed and approved by the Mayor:

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

1. the agreement attached as Exhibit B with Val Kotter & Sons, Inc., is hereby approved, in the amount of Two Hundred Seventy-seven Thousand Five Hundred Forty dollars (\$277,540.00), for completion of the Schedule A of the Project; and,
2. an additional Fourteen Thousand dollars (\$14,000) contingency is hereby approved, which may be used for changed conditions as reviewed and approved by the Mayor.

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)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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

S E A L

Approved as to Form: \_\_\_\_\_  
Roger Evans Baker, Tooele City Attorney

EXHIBIT A

Bid Tabulation

**BID TABULATION**  
**NEW TOWN SEWER RELINE AND REPLACEMENT PROJECT**  
Bid Opening March 13, 2024

Item No.	Description	Estimated Quantity	Unit	Broken Arrow		Condie Construction		England Construction		Val Kotter & Sons	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
<b>Bid Schedule "A" - Sewer Lining</b>											
A1	Mobilization	1	LS	<b>NO BID</b>	<b>NO BID</b>	<b>NO BID</b>	<b>NO BID</b>	<b>NO BID</b>	<b>NO BID</b>	\$4,000.00	\$4,000.00
A2	Traffic Control	1	LS							\$4,000.00	\$4,000.00
A3	Pre-Cleaning and Video Inspection	3,100	LF							\$1.40	\$4,340.00
A4	Root Removal	3,100	LF							\$1.50	\$4,650.00
A5	PVC Re-Lining for Existing 8-inch Dia. Pipe	3,100	LF							\$68.00	\$210,800.00
A6	Sewer Service Reinstatement	95	EA							\$450.00	\$42,750.00
A7	By-Pass Pumping	11	EA							\$425.00	\$4,675.00
A8	Post Installation Video	3,100	LF							\$0.75	\$2,325.00
<b>Total Bid Schedule "A"</b>										\$277,540.00	
<b>Additive Alternate</b> Unit Price for Top Hat Installation										\$1,500.00	
<b>Bid Schedule "B" - Sewer Line Replacement</b>											
B1	Mobilization	1	LS	\$25,200.00	\$25,200.00	\$61,681.00	\$61,681.00	\$35,000.00	\$35,000.00	<b>NO BID</b>	
B2	Traffic Control	1	LS	\$3,780.00	\$3,780.00	\$22,600.00	\$22,600.00	\$5,500.00	\$5,500.00		
B3	Remove and Dispose Existing Asphalt and	3,200	SF	\$3.36	\$10,752.00	\$6.50	\$20,800.00	\$4.10	\$13,120.00		
B4	Remove and Dispose Existing Sewer Line	325	LF	\$47.19	\$15,336.75	\$29.00	\$9,425.00	\$90.00	\$29,250.00		
B5	Furnish and Install New 8" Sewer Line	335	LF	\$132.99	\$44,551.65	\$347.00	\$116,245.00	\$170.00	\$56,950.00		
B6	Connect Existing Sanitary Sewer Laterals	5	EA	\$2,743.00	\$13,715.00	\$1,108.00	\$5,540.00	\$5,000.00	\$25,000.00		
B7	Remove and Replace Existing Manhole No. 7 with a New 5' Diameter Manhole	1	LS	\$20,385.00	\$20,385.00	\$11,270.00	\$11,270.00	\$16,400.00	\$16,400.00		
B8	Remove Existing Manhole No. 8	1	LS	\$3,591.00	\$3,591.00	\$1,430.00	\$1,430.00	\$9,200.00	\$9,200.00		
B9	Furnish and Install New 4' Diameter	2	EA	\$9,474.00	\$18,948.00	\$9,122.00	\$18,244.00	\$11,300.00	\$22,600.00		
B10	Furnish and Install 8" Base and 4" Asphalt Trench Repair	3,200	SF	\$12.22	\$39,104.00	\$9.90	\$31,680.00	\$11.50	\$36,800.00		
B11	Furnish and Install Manhole Concrete	3	EA	\$1,063.00	\$3,189.00	\$4,482.00	\$13,446.00	\$1,200.00	\$3,600.00		
B12	Post Installation Video	335	LF	\$6.25	\$2,093.75	\$2.00	\$670.00	\$10.00	\$3,350.00		
<b>Total Bid Schedule "B"</b>					\$200,646.15	\$313,031.00	\$256,770.00				

**BID TABULATION**  
**NEW TOWN SEWER RELINE AND REPLACEMENT PROJECT**  
 Bid Opening March 13, 2024

Item No.	Description	Estimated Quantity	Unit	Broken Arrow		Condie Construction		England Construction		Val Kotter & Sons	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
<b>Bid Schedule "C" - Manhole Rehabilitation</b>											
C1	Mobilization	1	LS	\$17,640.00	\$17,640.00	\$44,376.00	\$44,376.00	\$27,000.00	\$27,000.00	<b>NO BID</b>	
C2	Traffic Control	1	LS	\$3,024.00	\$3,024.00	\$19,500.00	\$19,500.00	\$4,500.00	\$4,500.00		
C3	Manhole 1 Brick Cone Replacement	1	LS	\$5,181.00	\$5,181.00	\$14,960.00	\$14,960.00	\$3,500.00	\$3,500.00		
C4	Manhole 2 Brick Cone Replacement	1	LS	\$5,210.00	\$5,210.00	\$14,700.00	\$14,700.00	\$3,450.00	\$3,450.00		
C5	Manhole 3 Brick Cone Replacement	1	LS	\$5,757.00	\$5,757.00	\$14,900.00	\$14,900.00	\$3,800.00	\$3,800.00		
C6	Manhole 4 Brick Cone Replacement	1	LS	\$5,210.00	\$5,210.00	\$14,700.00	\$14,700.00	\$3,400.00	\$3,400.00		
C7	Manhole 5 Brick Cone Replacement	1	LS	\$5,137.00	\$5,137.00	\$14,900.00	\$14,900.00	\$4,000.00	\$4,000.00		
C8	Manhole 6 Brick Cone Replacement	1	LS	\$5,610.00	\$5,610.00	\$14,700.00	\$14,700.00	\$3,400.00	\$3,400.00		
C9	Manhole 9 Brick Cone Replacement	1	LS	\$5,304.00	\$5,304.00	\$14,900.00	\$14,900.00	\$4,100.00	\$4,100.00		
C10	Manhole 11 Brick Cone Replacement	1	LS	\$5,257.00	\$5,257.00	\$14,900.00	\$14,900.00	\$3,800.00	\$3,800.00		
C11	Manhole 12 Brick Cone Replacement	1	LS	\$5,137.00	\$5,137.00	\$14,900.00	\$14,900.00	\$4,400.00	\$4,400.00		
C12	Manhole 14 Brick Cone Replacement	1	LS	\$4,820.00	\$4,820.00	\$15,075.00	\$15,075.00	\$2,800.00	\$2,800.00		
C13	Manhole 15 Brick Cone Replacement and Waterline Abandonment	1	LS	\$6,490.00	\$6,490.00	\$20,850.00	\$20,850.00	\$6,600.00	\$6,600.00		
<b>Total Bid Schedule "C"</b>				\$79,777.00		\$233,361.00		\$74,750.00			

EXHIBIT B

Agreement:

Val Kotter & Sons, Inc.

**DOCUMENT 00 52 00**

**AGREEMENT**

**PART 1 GENERAL**

**1.1 CONTRACTOR**

- A. Name: Val Kotter & Sons, Inc
- B. Address: 1035 West Forest Street, Brigham City, Utah 84302
- C. Telephone number: (435) 734-9598
- D. Facsimile number: (435) 734-9870
- E. E-Mail: pearl@valkotter&sons.com

**1.2 OWNER**

- A. The name of the OWNER is Tooele City Corporation

**1.3 CONSTRUCTION CONTRACT**

- A. The Construction Contract is known as

**New Town Sewer Reline and Replacement Project**

**Bid Schedule A - Sewer Lining**

**1.4 ENGINEER**

- A. Paul Hansen Associates, L.L.C. is the OWNER's representative and agent for this Construction Contract who has the rights, authority and duties assigned to the ENGINEER in the Contract Documents.

**PART 2 TIME AND MONEY CONSIDERATIONS**

**2.1 CONTRACT PRICE**

- A. The Contract Price includes the cost of the Work specified in the Contract Documents, plus the cost of all bonds, insurance, permits, fees, and all charges, expenses or assessments of whatever kind or character.

- B. The Schedules of Prices awarded from the Bid Schedule are as follows.
1. Bid Schedule A
  2. \_\_\_\_\_
  3. \_\_\_\_\_
- C. An Agreement Supplement [ ] is, [X] is not attached to this Agreement.
- D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is: Two Hundred Seventy Seven Thousand Five Hundred Forty Dollars (\$277,540.00)

## 2.2 CONTRACT TIME

- A. Substantial Completion of the Work shall occur by September 30, 2024 and Final Completion by October 15, 2024.

## 2.3 CDBG BUILD AMERICA, BUY AMERICA (BABA) ACT CLAUSE

- A. The work to be performed under this contract is subject to the Build America, Buy America (BABA) Act requirements of the Infrastructure Investment and Jobs Act of 2021 (IIJA) (Pub. L. 117- 58, §§ 70901-70953). All iron, steel, manufactured products, and construction materials used in the project must be produced or manufactured in the United States, including all such materials installed by any subcontractors or suppliers for this project.
- B. The parties agree to comply with Office of Management and Budget (OMB) regulations in 2 CFR Chapter I, Part 184 and the related requirements in 2 CFR 200.322, which support implementation of BABA requirements for recipients of federal funds. The parties certify they are under no contractual or other impediment that would prevent them from complying.
- C. BABA requirements apply to all expenditures by a Federal agency to a non-federal entity for an infrastructure project. "Project" means the construction, alteration, maintenance, or repair of infrastructure in the United States. "Infrastructure" includes: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; buildings and real property (including housing). The generation, transportation, and distribution of energy, including electric vehicle charging facilities, are considered infrastructure. Private homes for personal use do not constitute an infrastructure project. "Construction materials" includes generally all raw materials used in construction that is or consists primarily of: metals other than iron/steel

(non-ferrous metals); plastic and polymer-based pipe and tube (e.g., PVC pipe); glass; lumber; or drywall.

BABA requirements do not apply to tools, equipment, and supplies brought to a construction site and removed at or before the completion of the project or to equipment and furnishings (such as chairs) used at or within the finished infrastructure project, but which are not an integral part of the structure or otherwise affixed to the project. For example, BABA requirements would apply to the funds used to construct a library, but not to funds used to buy books or furniture for the library.

- D. All agreements for professional services related to projects that are subject to the BABA requirements under Title IX of the IJJA. While professional services are not subject to BABA, Grantee understands that it is responsible for ensuring that, absent a waiver by the Housing and Urban Development (HUD), no iron, steel, manufactured products, or construction materials shall be used for the project unless such materials have been produced or manufactured in the United States.

Grantee shall obtain all necessary compliance certificates for work that is within Grantee's scope of work. Failure to do so shall be a default under this agreement. Guidance on complying with BABA is outlined by OMB's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

- E. A Federal financial assistance program for infrastructure is a program in which funds are used for an infrastructure project, regardless of whether infrastructure is the primary purpose of an award. BABA requirements only apply to infrastructure portions of an award and apply even if Federal funds are not paying for the entire project.
- F. With the concurrence of the Made in America Office, HUD may waive the application of a Buy America preference if:
- a. One or more iron or steel items, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a nonavailability waiver);
  - b. The inclusion of one or more iron or steel items, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (unreasonable cost waiver); or,
  - c. Applying the domestic content procurement preference for one or more iron or steel items, manufactured products, or construction materials would be inconsistent with the public interest (a public interest waiver). Public interest waivers are the most flexible type of waiver, but, like all waivers, must be necessary and appropriately justified.



- G. Noncompliance may result in sanctions, repayment, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## 2.4 PUNCH LIST TIME

- A. The Work will be complete and ready for final payment within 5 days after the date CONTRACTOR receives ENGINEER's Final Inspection Punch List unless exemptions of specific items are granted by ENGINEER in writing or an exception has been specified in the Contract Documents.
- B. Permitting the CONTRACTOR to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been extended, whether or not a new completion date is established, shall in no way operate as a waiver on the part of the OWNER of any of OWNER's rights under this Agreement.

## 2.5 LIQUIDATED DAMAGES

- A. Time is the essence of the Contract Documents. CONTRACTOR agrees that OWNER will suffer damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with Part 12 of the General Conditions. CONTRACTOR and OWNER agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific financial loss for late completion, CONTRACTOR agrees to pay the following sums to the OWNER as liquidated damages and not as a penalty.

### 1. **Late Contract Time Completion:**

Five Hundred dollars and 00 cents (\$ 500.00 ) for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions.

### 2. **Late Punch List Time Completion:**

50% of the amount specified for Late Contract Time Completion for each day or part thereof if the Work remains incomplete after the Punch List Time. The Punch List shall be considered delivered on the date it is transmitted by facsimile, hand delivery or received by the CONTRACTOR by certified mail.

### 3. **Interruption of Public Services:**

No interruption of public services shall be caused by CONTRACTOR, its agents or employees, without the ENGINEER's prior written approval. OWNER and CONTRACTOR agree that in the event OWNER suffers damages from such interruption, the amount of liquidated damages stipulated below shall not be deemed to be a limitation upon OWNER's right to recover the full amount of such damages.

Five Hundred dollars and 00 cents (\$ 500.00) for each day or part thereof of any utility interruption caused by the CONTRACTOR without the ENGINEER's prior written authorization.

**4. Survey Monuments:**

No land survey monument shall be disturbed or moved until ENGINEER has been properly notified and the ENGINEER's surveyor has referenced the survey monument for resetting. The parties agree that upon such an unauthorized disturbance it is difficult to determine the damages from such a disturbance, and the parties agree that CONTRACTOR will pay as liquidated damages the sum of (\$500.00) to cover such damage and expense.

**5. Deduct Damages from Moneys Owed CONTRACTOR:**

OWNER shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the CONTRACTOR. To the extent that the liquidated damages exceed any amounts that would otherwise be due the CONTRACTOR, the CONTRACTOR shall be liable for such amounts and shall return such excess to the OWNER.

**PART 3 EXECUTION**

**3.1 EFFECTIVE DATE**

A. OWNER and CONTRACTOR execute this Agreement and declare it in effect as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT**

A. CONTRACTOR's signature: \_\_\_\_\_

B. Please print name here: \_\_\_\_\_

C. Title: \_\_\_\_\_

D. CONTRACTOR's Utah license number: \_\_\_\_\_

**Acknowledgment**

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

by \_\_\_\_\_  
(person acknowledging and title or representative capacity, if any).

\_\_\_\_\_  
Notary's signature

\_\_\_\_\_  
Residing at

\_\_\_\_\_  
My commission expires:

Notary's seal

**3.3 OWNER'S SUBSCRIPTION AND ACKNOWLEDGMENT**

A. OWNER's signature: \_\_\_\_\_

B. Please print name here: \_\_\_\_\_

C. Title: \_\_\_\_\_

ATTEST:

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

S E A L

APPROVED AS TO FORM

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

END OF DOCUMENT

**TOOELE CITY CORPORATION**

**RESOLUTION 2024-26**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH BROKEN ARROW FOR THE 2024 NEW TOWN SEWER AND MANHOLE REPLACEMENT PROJECT, SCHEDULES B AND C.**

WHEREAS, Tooele City owns and operates a publicly owned treatment works (POTW) consisting of a water treatment and reclamation plant and a sewer collection system for residences and business in the City, which collection system includes sewer main lines and manholes; and,

WHEREAS, sewer collection lines and manholes in New Town are in need of repair and replacement; and,

WHEREAS, the City solicited public bids for the 2024 Sewer and Manhole Replacement Project, in three separate Project schedules, in accordance with the procedures of §11-39-103, Utah Code Annotated, as amended; and,

WHEREAS, Broken Arrow has submitted a cost proposal of Two Hundred Eighty Thousand Four Hundred Twenty-three dollars and Fifteen cents (\$280,423.15), which is the lowest responsible responsive bid for Schedules B and C of the Project (sewer and manhole replacement). A copy of the Bid Tabulation is attached as Exhibit A; and,

WHEREAS, the City Administration requests an additional appropriation of about 5% in the amount of Fourteen Thousand dollars (\$14,000) as contingency for change orders for changed conditions which may arise during the Project, as reviewed and approved by the Mayor:

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

1. the agreement attached as Exhibit B with Broken Arrow is hereby approved, in the amount of Two Hundred Eighty Thousand Four Hundred Twenty-three dollars and Fifteen cents (\$280,423.15), for completion of the Schedules B and C of the Project; and,
2. an additional Fourteen Thousand dollars (\$14,000) contingency is hereby approved, which may be used for changed conditions as reviewed and approved by the Mayor.

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)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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

S E A L

Approved as to Form: \_\_\_\_\_  
Roger Evans Baker, Tooele City Attorney

EXHIBIT A

Bid Tabulation

**BID TABULATION**  
**NEW TOWN SEWER RELINE AND REPLACEMENT PROJECT**  
 Bid Opening March 13, 2024

Item No.	Description	Estimated Quantity	Unit	Broken Arrow		Condie Construction		England Construction		Val Kotter & Sons	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
<b>Bid Schedule "A" - Sewer Lining</b>											
A1	Mobilization	1	LS	<b>NO BID</b>	<b>NO BID</b>	<b>NO BID</b>	<b>NO BID</b>	<b>NO BID</b>	<b>NO BID</b>	\$4,000.00	\$4,000.00
A2	Traffic Control	1	LS							\$4,000.00	\$4,000.00
A3	Pre-Cleaning and Video Inspection	3,100	LF							\$1.40	\$4,340.00
A4	Root Removal	3,100	LF							\$1.50	\$4,650.00
A5	PVC Re-Lining for Existing 8-inch Dia. Pipe	3,100	LF							\$68.00	\$210,800.00
A6	Sewer Service Reinstatement	95	EA							\$450.00	\$42,750.00
A7	By-Pass Pumping	11	EA							\$425.00	\$4,675.00
A8	Post Installation Video	3,100	LF							\$0.75	\$2,325.00
<b>Total Bid Schedule "A"</b>										\$277,540.00	
<b>Additive Alternate</b> Unit Price for Top Hat Installation										\$1,500.00	
<b>Bid Schedule "B" - Sewer Line Replacement</b>											
B1	Mobilization	1	LS	\$25,200.00	\$25,200.00	\$61,681.00	\$61,681.00	\$35,000.00	\$35,000.00	<b>NO BID</b>	
B2	Traffic Control	1	LS	\$3,780.00	\$3,780.00	\$22,600.00	\$22,600.00	\$5,500.00	\$5,500.00		
B3	Remove and Dispose Existing Asphalt and	3,200	SF	\$3.36	\$10,752.00	\$6.50	\$20,800.00	\$4.10	\$13,120.00		
B4	Remove and Dispose Existing Sewer Line	325	LF	\$47.19	\$15,336.75	\$29.00	\$9,425.00	\$90.00	\$29,250.00		
B5	Furnish and Install New 8" Sewer Line	335	LF	\$132.99	\$44,551.65	\$347.00	\$116,245.00	\$170.00	\$56,950.00		
B6	Connect Existing Sanitary Sewer Laterals	5	EA	\$2,743.00	\$13,715.00	\$1,108.00	\$5,540.00	\$5,000.00	\$25,000.00		
B7	Remove and Replace Existing Manhole No. 7 with a New 5' Diameter Manhole	1	LS	\$20,385.00	\$20,385.00	\$11,270.00	\$11,270.00	\$16,400.00	\$16,400.00		
B8	Remove Existing Manhole No. 8	1	LS	\$3,591.00	\$3,591.00	\$1,430.00	\$1,430.00	\$9,200.00	\$9,200.00		
B9	Furnish and Install New 4' Diameter	2	EA	\$9,474.00	\$18,948.00	\$9,122.00	\$18,244.00	\$11,300.00	\$22,600.00		
B10	Furnish and Install 8" Base and 4" Asphalt Trench Repair	3,200	SF	\$12.22	\$39,104.00	\$9.90	\$31,680.00	\$11.50	\$36,800.00		
B11	Furnish and Install Manhole Concrete	3	EA	\$1,063.00	\$3,189.00	\$4,482.00	\$13,446.00	\$1,200.00	\$3,600.00		
B12	Post Installation Video	335	LF	\$6.25	\$2,093.75	\$2.00	\$670.00	\$10.00	\$3,350.00		
<b>Total Bid Schedule "B"</b>					\$200,646.15	\$313,031.00	\$256,770.00				

**BID TABULATION**  
**NEW TOWN SEWER RELINE AND REPLACEMENT PROJECT**  
 Bid Opening March 13, 2024

Item No.	Description	Estimated Quantity	Unit	Broken Arrow		Condie Construction		England Construction		Val Kotter & Sons	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
<b>Bid Schedule "C" - Manhole Rehabilitation</b>											
C1	Mobilization	1	LS	\$17,640.00	\$17,640.00	\$44,376.00	\$44,376.00	\$27,000.00	\$27,000.00	<b>NO BID</b>	
C2	Traffic Control	1	LS	\$3,024.00	\$3,024.00	\$19,500.00	\$19,500.00	\$4,500.00	\$4,500.00		
C3	Manhole 1 Brick Cone Replacement	1	LS	\$5,181.00	\$5,181.00	\$14,960.00	\$14,960.00	\$3,500.00	\$3,500.00		
C4	Manhole 2 Brick Cone Replacement	1	LS	\$5,210.00	\$5,210.00	\$14,700.00	\$14,700.00	\$3,450.00	\$3,450.00		
C5	Manhole 3 Brick Cone Replacement	1	LS	\$5,757.00	\$5,757.00	\$14,900.00	\$14,900.00	\$3,800.00	\$3,800.00		
C6	Manhole 4 Brick Cone Replacement	1	LS	\$5,210.00	\$5,210.00	\$14,700.00	\$14,700.00	\$3,400.00	\$3,400.00		
C7	Manhole 5 Brick Cone Replacement	1	LS	\$5,137.00	\$5,137.00	\$14,900.00	\$14,900.00	\$4,000.00	\$4,000.00		
C8	Manhole 6 Brick Cone Replacement	1	LS	\$5,610.00	\$5,610.00	\$14,700.00	\$14,700.00	\$3,400.00	\$3,400.00		
C9	Manhole 9 Brick Cone Replacement	1	LS	\$5,304.00	\$5,304.00	\$14,900.00	\$14,900.00	\$4,100.00	\$4,100.00		
C10	Manhole 11 Brick Cone Replacement	1	LS	\$5,257.00	\$5,257.00	\$14,900.00	\$14,900.00	\$3,800.00	\$3,800.00		
C11	Manhole 12 Brick Cone Replacement	1	LS	\$5,137.00	\$5,137.00	\$14,900.00	\$14,900.00	\$4,400.00	\$4,400.00		
C12	Manhole 14 Brick Cone Replacement	1	LS	\$4,820.00	\$4,820.00	\$15,075.00	\$15,075.00	\$2,800.00	\$2,800.00		
C13	Manhole 15 Brick Cone Replacement and Waterline Abandonment	1	LS	\$6,490.00	\$6,490.00	\$20,850.00	\$20,850.00	\$6,600.00	\$6,600.00		
<b>Total Bid Schedule "C"</b>				\$79,777.00		\$233,361.00		\$74,750.00			



## EXHIBIT B

Agreement:

Broken Arrow

**DOCUMENT 00 52 00**

**AGREEMENT**

**PART 1 GENERAL**

**1.1 CONTRACTOR**

- A. Name: Broken Arrow
- B. Address: 8960 Clinton Landing Road, Lakepoint Utah 84074
- C. Telephone number: (801) 355-0527
- D. Facsimile number: NA
- E. E-Mail: dcummings@brokenarrowusa.com

**1.2 OWNER**

- A. The name of the OWNER is Tooele City Corporation

**1.3 CONSTRUCTION CONTRACT**

- A. The Construction Contract is known as

**New Town Sewer and Manhole Replacement Project**

**Bid Schedules B (Sewer Line Replacement) and  
Bid Schedule C (Manhole Rehabilitation)**

**1.4 ENGINEER**

- A. Paul Hansen Associates, L.L.C. is the OWNER's representative and agent for this Construction Contract who has the rights, authority and duties assigned to the ENGINEER in the Contract Documents.

**PART 2 TIME AND MONEY CONSIDERATIONS**

**2.1 CONTRACT PRICE**

- A. The Contract Price includes the cost of the Work specified in the Contract Documents, plus the cost of all bonds, insurance, permits, fees, and all charges, expenses or assessments of whatever kind or character.

- B. The Schedules of Prices awarded from the Bid Schedule are as follows.
1. Bid Schedule B and Bid Schedule C
  2. \_\_\_\_\_
  3. \_\_\_\_\_
- C. An Agreement Supplement [  ] is, [  ] is not attached to this Agreement.
- D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is: Two Hundred Eighty Thousand Four Hundred Twenty Three Dollars and Fifteen Cents (\$280,423.15)

## 2.2 CONTRACT TIME

- A. Substantial Completion of the Work shall occur by September 30, 2024 and Final Completion by October 15, 2024.

## 2.3 CDBG BUILD AMERICA, BUY AMERICA (BABA) ACT CLAUSE

- A. The work to be performed under this contract is subject to the Build America, Buy America (BABA) Act requirements of the Infrastructure Investment and Jobs Act of 2021 (IIJA) (Pub. L. 117- 58, §§ 70901-70953). All iron, steel, manufactured products, and construction materials used in the project must be produced or manufactured in the United States, including all such materials installed by any subcontractors or suppliers for this project.
- B. The parties agree to comply with Office of Management and Budget (OMB) regulations in 2 CFR Chapter I, Part 184 and the related requirements in 2 CFR 200.322, which support implementation of BABA requirements for recipients of federal funds. The parties certify they are under no contractual or other impediment that would prevent them from complying.
- C. BABA requirements apply to all expenditures by a Federal agency to a non-federal entity for an infrastructure project. "Project" means the construction, alteration, maintenance, or repair of infrastructure in the United States. "Infrastructure" includes: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; buildings and real property (including housing). The generation, transportation, and distribution of energy, including electric vehicle charging facilities, are considered infrastructure. Private homes for personal use do not constitute an infrastructure project. "Construction materials" includes generally all raw materials used in construction that is or consists primarily of: metals other than iron/steel

(non-ferrous metals); plastic and polymer-based pipe and tube (e.g., PVC pipe); glass; lumber; or drywall.

BABA requirements do not apply to tools, equipment, and supplies brought to a construction site and removed at or before the completion of the project or to equipment and furnishings (such as chairs) used at or within the finished infrastructure project, but which are not an integral part of the structure or otherwise affixed to the project. For example, BABA requirements would apply to the funds used to construct a library, but not to funds used to buy books or furniture for the library.

- D. All agreements for professional services related to projects that are subject to the BABA requirements under Title IX of the IJJA. While professional services are not subject to BABA, Grantee understands that it is responsible for ensuring that, absent a waiver by the Housing and Urban Development (HUD), no iron, steel, manufactured products, or construction materials shall be used for the project unless such materials have been produced or manufactured in the United States.

Grantee shall obtain all necessary compliance certificates for work that is within Grantee's scope of work. Failure to do so shall be a default under this agreement. Guidance on complying with BABA is outlined by OMB's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

- E. A Federal financial assistance program for infrastructure is a program in which funds are used for an infrastructure project, regardless of whether infrastructure is the primary purpose of an award. BABA requirements only apply to infrastructure portions of an award and apply even if Federal funds are not paying for the entire project.
- F. With the concurrence of the Made in America Office, HUD may waive the application of a Buy America preference if:
- a. One or more iron or steel items, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a nonavailability waiver);
  - b. The inclusion of one or more iron or steel items, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (unreasonable cost waiver); or,
  - c. Applying the domestic content procurement preference for one or more iron or steel items, manufactured products, or construction materials would be inconsistent with the public interest (a public interest waiver). Public interest waivers are the most flexible type of waiver, but, like all waivers, must be necessary and appropriately justified.

- G. Noncompliance may result in sanctions, repayment, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## 2.4 PUNCH LIST TIME

- A. The Work will be complete and ready for final payment within 5 days after the date CONTRACTOR receives ENGINEER's Final Inspection Punch List unless exemptions of specific items are granted by ENGINEER in writing or an exception has been specified in the Contract Documents.
- B. Permitting the CONTRACTOR to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been extended, whether or not a new completion date is established, shall in no way operate as a waiver on the part of the OWNER of any of OWNER's rights under this Agreement.

## 2.5 LIQUIDATED DAMAGES

- A. Time is the essence of the Contract Documents. CONTRACTOR agrees that OWNER will suffer damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with Part 12 of the General Conditions. CONTRACTOR and OWNER agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific financial loss for late completion, CONTRACTOR agrees to pay the following sums to the OWNER as liquidated damages and not as a penalty.

### 1. **Late Contract Time Completion:**

Five Hundred dollars and 00 cents (\$ 500.00 ) for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions.

### 2. **Late Punch List Time Completion:**

50% of the amount specified for Late Contract Time Completion for each day or part thereof if the Work remains incomplete after the Punch List Time. The Punch List shall be considered delivered on the date it is transmitted by facsimile, hand delivery or received by the CONTRACTOR by certified mail.

### 3. **Interruption of Public Services:**

No interruption of public services shall be caused by CONTRACTOR, its agents or employees, without the ENGINEER's prior written approval. OWNER and CONTRACTOR agree that in the event OWNER suffers damages from such interruption, the amount of liquidated damages stipulated below shall not be deemed to be a limitation upon OWNER's right to recover the full amount of such damages.

Five Hundred dollars and 00 cents (\$ 500.00) for each day or part thereof of any utility interruption caused by the CONTRACTOR without the ENGINEER's prior written authorization.

**4. Survey Monuments:**

No land survey monument shall be disturbed or moved until ENGINEER has been properly notified and the ENGINEER's surveyor has referenced the survey monument for resetting. The parties agree that upon such an unauthorized disturbance it is difficult to determine the damages from such a disturbance, and the parties agree that CONTRACTOR will pay as liquidated damages the sum of (\$500.00) to cover such damage and expense.

**5. Deduct Damages from Moneys Owed CONTRACTOR:**

OWNER shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the CONTRACTOR. To the extent that the liquidated damages exceed any amounts that would otherwise be due the CONTRACTOR, the CONTRACTOR shall be liable for such amounts and shall return such excess to the OWNER.

**PART 3 EXECUTION**

**3.1 EFFECTIVE DATE**

A. OWNER and CONTRACTOR execute this Agreement and declare it in effect as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT**

A. CONTRACTOR's signature: \_\_\_\_\_

B. Please print name here: \_\_\_\_\_

C. Title: \_\_\_\_\_

D. CONTRACTOR's Utah license number: \_\_\_\_\_

**Acknowledgment**

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

by \_\_\_\_\_  
(person acknowledging and title or representative capacity, if any).

\_\_\_\_\_  
Notary's signature

\_\_\_\_\_  
Residing at

\_\_\_\_\_  
My commission expires:

Notary's seal

**3.3 OWNER'S SUBSCRIPTION AND ACKNOWLEDGMENT**

A. OWNER's signature: \_\_\_\_\_

B. Please print name here: \_\_\_\_\_

C. Title: \_\_\_\_\_

ATTEST:

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

S E A L

APPROVED AS TO FORM

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

END OF DOCUMENT

**TOOELE CITY CORPORATION**

**RESOLUTION 2024-27**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH MORGAN PAVEMENT MAINTENANCE FOR THE 2024 ROADWAY MAINTENANCE PROJECT, SCHEDULE A.**

WHEREAS, Tooele City has more than 225 lane miles of public roadway located within the City limits for which it has maintenance and,

WHEREAS, a significant number of those roadways require maintenance in varying levels of effort in order to maintain reasonably safe and convenient public access and to extend the life of those roadways; and,

WHEREAS, the City receives State roadway assistance (Road “C”) funds together with additional funding from the State of Utah, which funds are to be used by the City for public roadway pavement maintenance and repair; and,

WHEREAS, the City solicited public bids for the 2024 Roadway Maintenance Project in accordance with the procedures of §72-6-108, Utah Code Annotated, as amended; and,

WHEREAS, Morgan Pavement Maintenance has submitted a cost proposal of Two Hundred Fifty-eight Four Hundred Four dollars and Forty-four cents (\$258,404.44), which is the lowest responsible responsive bid for Schedule A of the Project (slurry seal). A copy of the Bid Tabulation is attached as Exhibit A; and,

WHEREAS, the City Administration requests an additional appropriation of about 5% in the amount of Thirteen Thousand dollars (\$13,000) as contingency for change orders for changed conditions which may arise during the Project, as reviewed and approved by the Mayor:

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

1. the agreement attached as Exhibit B with Morgan Paving Maintenance is hereby approved, in the amount of Two Hundred Fifty-eight Four Hundred Four dollars and Forty-four cents (\$258,404.44), for completion of the Project; and,
2. an additional Thirteen Thousand dollars (\$13,000) contingency is hereby approved, which may be used for changed conditions as reviewed and approved by the Mayor.

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)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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

S E A L

Approved as to Form: \_\_\_\_\_  
Roger Evans Baker, Tooele City Attorney

EXHIBIT A

Bid Tabulation



**BID TABULATION**  
**2024 Roadway Maintenance Project**  
**Bid Opening March 20, 2024**

Item No.	Description	Bid Quantity	Unit	Morgan Pavement Maintenance		Staker & Parson Companies		Advanced Paving & Construction		Asphalt Preservation	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
<b>BID SCHEDULE "A" - SLURRY SEAL TYPE II</b>											
A1	Furnish and Install Slurry Seal Type II - Public Roads	1,450,000	SF	\$0.1673	\$242,585.00	<b>No Bid</b>	<b>No Bid</b>	<b>No Bid</b>	<b>No Bid</b>	\$0.1740	\$252,300.00
A2	Veterans Park Parking Lot	20,100	SF	\$0.1673	\$3,362.73					\$0.1740	\$3,497.40
A3	Dow James Park Parking Lot	44,200	SF	\$0.1673	\$7,394.66					\$0.1740	\$7,690.80
A4	Settler's Park Parking Lot	5,400	SF	\$0.1673	\$903.42					\$0.1740	\$939.60
A5	Copper Canyon Park Parking Lot	14,500	SF	\$0.1673	\$2,425.85					\$0.1740	\$2,523.00
A6	Pavement Striping	1	LS	\$1,732.78	\$1,732.78					\$3,650.00	\$3,650.00
<b>SUB TOTAL - BID SCHEDULE "A"</b>				<b>\$258,404.44</b>						<b>\$270,600.80</b>	
Comments											
<b>BID SCHEDULE "B" - LIGHT WEIGHT AGGREGATE CHIP SEAL</b>											
B1	Furnish and Install Light Weight Aggregate Chip Seal	725,000	SF	\$0.43	\$311,750.00	\$0.45	\$326,250.00	\$0.35	\$253,750.00	<b>No Bid</b>	
B2	Furnish and Install 4" Double Solid Yellow Line	950	LF	\$5.50	\$5,225.00	\$5.50	\$5,225.00	\$1.00	\$950.00		
B3	Furnish and Install 4" Single Solid White Line	325	LF	\$2.75	\$893.75	\$2.75	\$893.75	\$1.00	\$325.00		
B4	Furnish and Install Stop Bar Pavement Marking	5	EA	\$94.50	\$472.50	\$93.15	\$465.75	\$45.00	\$225.00		
B5	Furnish and Install Cross Walk Pavement Marking	7	EA	\$400.00	\$2,800.00	\$399.00	\$2,793.00	\$465.00	\$3,255.00		
B6	Furnish and Install Turn Arrows Pavement Marking	2	EA	\$94.50	\$189.00	\$93.15	\$186.30	\$77.00	\$154.00		
B7	Furnish and Install School Pavement Marking	10	EA	\$110.00	\$1,100.00	\$110.00	\$1,100.00	\$95.00	\$950.00		
B8	Furnish and Install Single White Boundary and Diagonal Stripes in No Parking Zones Adjacent to Sterling Elementary School	1	LS	\$1,375.00	\$1,375.00	\$1,375.00	\$1,375.00	\$825.00	\$825.00		
B9	Furnish and Install Double Yellow Boundary and Diagonal Stripes in Center Painted Island Adjacent to Sterling Elementary School	1	LS	\$1,375.00	\$1,375.00	\$1,375.00	\$1,375.00	\$930.00	\$930.00		
<b>SUB TOTAL - BID SCHEDULE "B"</b>				<b>\$325,180.25</b>		<b>\$339,663.80</b>		<b>\$261,364.00</b>			
Comments											



**BID TABULATION**  
**2024 Roadway Maintenance Project**  
**Bid Opening March 20, 2024**

Item No.	Description	Bid Quantity	Unit	Morgan Pavement Maintenance		Staker & Parson Companies		Advanced Paving & Construction		Asphalt Preservation	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
<b>BID SCHEDULE "C" - ROTO-MILL AND ASPHALT OVERLAY</b>											
C1	Remove, Adjust and Reinstall Concrete Collars Around Wate	2	EA	<b>No Bid</b>	<b>No Bid</b>			\$1,300.00	\$2,600.00	<b>No Bid</b>	
C2	Remove, Adjust and Reinstall Concrete Collars Around Manhole	4	EA			\$1,350.00	\$5,400.00				
C3	Roto-Mill Edge of Existing Roadways (taper 2" below lip of	1,275	LF			\$6.40	\$8,160.00				
C4	Furnish and Install Level Course	200	TON			\$115.00	\$23,000.00				
C5	Furnish and Install 2 ½" PG 64-28 Asphalt	19,500	SF			\$2.00	\$39,000.00				
<b>SUB TOTAL - BID SCHEDULE "C"</b>								<b>\$78,160.00</b>			
			Comments								



**BID TABULATION**  
**2024 Roadway Maintenance Project**  
**Bid Opening March 20, 2024**

Item No.	Description	Bid Quantity	Unit	American Pavement Preservation		Consolidated Paving & Concrete		M&M Asphalt Services	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
<b>BID SCHEDULE "A" - SLURRY SEAL TYPE II</b>									
A1	Furnish and Install Slurry Seal Type II - Public Roads	1,450,000	SF	\$0.1970	\$285,650.00	<b>No Bid</b>		\$0.1800	\$261,000.00
A2	Veterans Park Parking Lot	20,100	SF	\$0.2450	\$4,924.50		\$0.1800	\$3,618.00	
A3	Dow James Park Parking Lot	44,200	SF	\$0.2200	\$9,724.00		\$0.1800	\$7,956.00	
A4	Settler's Park Parking Lot	5,400	SF	\$0.0350	\$189.00		\$0.1800	\$972.00	
A5	Copper Canyon Park Parking Lot	14,500	SF	\$0.0250	\$362.50		\$0.1800	\$2,610.00	
A6	Pavement Striping	1	LS	\$5,000.00	\$5,000.00		\$3,000.00	\$3,000.00	
<b>SUB TOTAL - BID SCHEDULE "A"</b>				<b>\$305,850.00</b>			<b>\$279,156.00</b>		
<b>Comments</b>				<b>Bid Adjusted in favor of Unit Prices</b>					
<b>BID SCHEDULE "B" - LIGHT WEIGHT AGGREGATE CHIP SEAL</b>									
B1	Furnish and Install Light Weight Aggregate Chip Seal	725,000	SF			<b>No Bid</b>		\$0.41	\$297,250.00
B2	Furnish and Install 4" Double Solid Yellow Line	950	LF				\$0.92	\$874.00	
B3	Furnish and Install 4" Single Solid White Line	325	LF				\$0.92	\$299.00	
B4	Furnish and Install Stop Bar Pavement Marking	5	EA				\$73.20	\$366.00	
B5	Furnish and Install Cross Walk Pavement Marking	7	EA				\$146.40	\$1,024.80	
B6	Furnish and Install Turn Arrows Pavement Marking	2	EA				\$91.50	\$183.00	
B7	Furnish and Install School Pavement Marking	10	EA				\$183.00	\$1,830.00	
B8	Furnish and Install Single White Boundary and Diagonal Stripes in No Parking Zones Adjacent to Sterling Elementary School	1	LS				\$793.00	\$793.00	
B9	Furnish and Install Double Yellow Boundary and Diagonal Stripes in Center Painted Island Adjacent to Sterling Elementary School	1	LS				\$915.00	\$915.00	
<b>SUB TOTAL - BID SCHEDULE "B"</b>				<b>\$303,534.80</b>		<b>No Bid</b>			
<b>Comments</b>									



**BID TABULATION**  
**2024 Roadway Maintenance Project**  
**Bid Opening March 20, 2024**

Item No.	Description	Bid Quantity	Unit	American Pavement Preservation		Consolidated Paving & Concrete		M&M Asphalt Services		
				Unit Price	Total	Unit Price	Total	Unit Price	Total	
<b>BID SCHEDULE "C" - ROTO-MILL AND ASPHALT OVERLAY</b>										
C1	Remove, Adjust and Reinstall Concrete Collars Around Wate	2	EA	<b>No Bid</b>		\$1,159.00	\$2,318.00	<b>No Bid</b>		
C2	Remove, Adjust and Reinstall Concrete Collars Around Manhole	4	EA			\$1,525.00	\$6,100.00			
C3	Roto-Mill Edge of Existing Roadways (taper 2" below lip of	1,275	LF			\$16.26	\$20,731.50			
C4	Furnish and Install Level Course	200	TON			\$173.65	\$34,730.00			
C5	Furnish and Install 2 1/2" PG 64-28 Asphalt	19,500	SF			\$2.41	\$46,995.00			
<b>SUB TOTAL - BID SCHEDULE "C"</b>							<b>\$110,874.50</b>			
			Comments							

EXHIBIT B

Agreement:

Morgan Paving Maintenance

**DOCUMENT 00 52 00**

**AGREEMENT**

**PART 1 GENERAL**

**1.1 CONTRACTOR**

- A. Name: Morgan Pavement Maintenance
- B. Address: 625 South Main Street, Utah 84015
- C. Telephone number: (801) 544-5947
- D. Facsimile number: (801) 416-8061
- E. E-Mail: jcallister@morganpavement.com

**1.2 OWNER**

- A. The name of the OWNER is Tooele City Corporation

**1.3 CONSTRUCTION CONTRACT**

- A. The Construction Contract is known as

**2024 Roadway Maintenance Project**

**Bid Scheduled A - Slurry Seal Type II**

**1.4 ENGINEER**

- A. Paul Hansen Associates, L.L.C. is the OWNER's representative and agent for this Construction Contract who has the rights, authority and duties assigned to the ENGINEER in the Contract Documents.

**PART 2 TIME AND MONEY CONSIDERATIONS**

**2.1 CONTRACT PRICE**

- A. The Contract Price includes the cost of the Work specified in the Contract Documents, plus the cost of all bonds, insurance, permits, fees, and all charges, expenses or assessments of whatever kind or character.



B. The Schedules of Prices awarded from the Bid Schedule are as follows.

1. Bid Schedule A\_\_\_\_\_.
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

C. An Agreement Supplement [] is, [] is not attached to this Agreement.

D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is: Two Hundred Fifty Eight Thousand Four Hundred Four Dollars and Forty Four Cents (\$258,404.44)

## 2.2 CONTRACT TIME

A. The Contract time shall be as follows:

1. All slurry seal work shall be completed **prior to October 15, 2024**

B. Any time specified in work sequences in the Summary of Work shall be a part of the Contract Time. \_\_\_\_\_

## 2.3 PUNCH LIST TIME

A. The Work will be complete and ready for final payment within 5 days after the date CONTRACTOR receives ENGINEER's Final Inspection Punch List unless exemptions of specific items are granted by ENGINEER in writing or an exception has been specified in the Contract Documents.

B. Permitting the CONTRACTOR to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been extended, whether or not a new completion date is established, shall in no way operate as a waiver on the part of the OWNER of any of OWNER's rights under this Agreement.

## 2.4 LIQUIDATED DAMAGES

A. Time is the essence of the Contract Documents. CONTRACTOR agrees that OWNER will suffer damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with Part 12 of the General Conditions. CONTRACTOR and OWNER agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific financial loss for late completion, CONTRACTOR agrees to pay the following sums to the OWNER as liquidated damages and not as a penalty.

1. **Late Contract Time Completion:**  
Five Hundred dollars and 00 cents (\$ 500.00 ) for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions.
2. **Late Punch List Time Completion:** 50% of the amount specified for Late Contract Time Completion for each day or part thereof if the Work remains incomplete after the Punch List Time. The Punch List shall be considered delivered on the date it is transmitted by facsimile, hand delivery or received by the CONTRACTOR by certified mail.
3. **Interruption of Public Services:** No interruption of public services shall be caused by CONTRACTOR, its agents or employees, without the ENGINEER's prior written approval. OWNER and CONTRACTOR agree that in the event OWNER suffers damages from such interruption, the amount of liquidated damages stipulated below shall not be deemed to be a limitation upon OWNER's right to recover the full amount of such damages.

Five Hundred dollars and 00 cents (\$ 500.00) for each day or part thereof of any utility interruption caused by the CONTRACTOR without the ENGINEER's prior written authorization.

- C. **Survey Monuments:** No land survey monument shall be disturbed or moved until ENGINEER has been properly notified and the ENGINEER's surveyor has referenced the survey monument for resetting. The parties agree that upon such an unauthorized disturbance it is difficult to determine the damages from such a disturbance, and the parties agree that CONTRACTOR will pay as liquidated damages the sum of (\$500.00) to cover such damage and expense.



**3.3 OWNER'S SUBSCRIPTION AND ACKNOWLEDGMENT**

A. OWNER's signature: \_\_\_\_\_

B. Please print name here: \_\_\_\_\_

C. Title: \_\_\_\_\_

ATTEST:

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

S E A L

APPROVED AS TO FORM

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

END OF DOCUMENT

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## TOOELE CITY CORPORATION

### RESOLUTION 2024-28

#### **A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH ADVANCED PAVING AND CONSTRUCTION, INC., FOR THE 2024 ROADWAY MAINTENANCE PROJECT, SCHEDULES B AND C.**

WHEREAS, Tooele City has more than 225 lane miles of public roadway located within the City limits for which it has maintenance and,

WHEREAS, a significant number of those roadways require maintenance in varying levels of effort in order to maintain reasonably safe and convenient public access and to extend the life of those roadways; and,

WHEREAS, the City receives State roadway assistance (Road "C") funds together with additional funding from the State of Utah, which funds are to be used by the City for public roadway pavement maintenance and repair; and,

WHEREAS, the City solicited public bids for the 2024 Roadway Maintenance Project in accordance with the procedures of §72-6-108, Utah Code Annotated, as amended; and,

WHEREAS, Advanced Paving and Construction, LLC, has submitted a cost proposal of Three Hundred Thirty-nine Thousand Five Hundred Twenty-four dollars (\$339,524.00), which is the lowest responsible responsive bid for Schedules B and C of the Project (chip seal and overlay). A copy of the Bid Tabulation is attached as Exhibit A; and,

WHEREAS, the City Administration requests an additional appropriation of about 5% in the amount of Thirteen Thousand dollars (\$13,000) as contingency for change orders for changed conditions which may arise during the Project, as reviewed and approved by the Mayor:

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

1. the agreement attached as Exhibit B with Kilgore Contracting is hereby approved, in the amount of Three Hundred Thirty-nine Thousand Five Hundred Twenty-four dollars (\$339,524.00), for completion of the Project; and,
2. an additional Seventeen Thousand dollars (\$17,000) contingency is hereby approved, which may be used for changed conditions as reviewed and approved by the Mayor.

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)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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

S E A L

Approved as to Form: \_\_\_\_\_  
Roger Evans Baker, Tooele City Attorney



EXHIBIT A

Bid Tabulation



**BID TABULATION**  
**2024 Roadway Maintenance Project**  
**Bid Opening March 20, 2024**

Item No.	Description	Bid Quantity	Unit	Morgan Pavement Maintenance		Staker & Parson Companies		Advanced Paving & Construction		Asphalt Preservation	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
<b>BID SCHEDULE "A" - SLURRY SEAL TYPE II</b>											
A1	Furnish and Install Slurry Seal Type II - Public Roads	1,450,000	SF	\$0.1673	\$242,585.00	<b>No Bid</b>	<b>No Bid</b>	<b>No Bid</b>	<b>No Bid</b>	\$0.1740	\$252,300.00
A2	Veterans Park Parking Lot	20,100	SF	\$0.1673	\$3,362.73					\$0.1740	\$3,497.40
A3	Dow James Park Parking Lot	44,200	SF	\$0.1673	\$7,394.66					\$0.1740	\$7,690.80
A4	Settler's Park Parking Lot	5,400	SF	\$0.1673	\$903.42					\$0.1740	\$939.60
A5	Copper Canyon Park Parking Lot	14,500	SF	\$0.1673	\$2,425.85					\$0.1740	\$2,523.00
A6	Pavement Striping	1	LS	\$1,732.78	\$1,732.78					\$3,650.00	\$3,650.00
<b>SUB TOTAL - BID SCHEDULE "A"</b>				<b>\$258,404.44</b>						<b>\$270,600.80</b>	
Comments											
<b>BID SCHEDULE "B" - LIGHT WEIGHT AGGREGATE CHIP SEAL</b>											
B1	Furnish and Install Light Weight Aggregate Chip Seal	725,000	SF	\$0.43	\$311,750.00	\$0.45	\$326,250.00	\$0.35	\$253,750.00	<b>No Bid</b>	
B2	Furnish and Install 4" Double Solid Yellow Line	950	LF	\$5.50	\$5,225.00	\$5.50	\$5,225.00	\$1.00	\$950.00		
B3	Furnish and Install 4" Single Solid White Line	325	LF	\$2.75	\$893.75	\$2.75	\$893.75	\$1.00	\$325.00		
B4	Furnish and Install Stop Bar Pavement Marking	5	EA	\$94.50	\$472.50	\$93.15	\$465.75	\$45.00	\$225.00		
B5	Furnish and Install Cross Walk Pavement Marking	7	EA	\$400.00	\$2,800.00	\$399.00	\$2,793.00	\$465.00	\$3,255.00		
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B7	Furnish and Install School Pavement Marking	10	EA	\$110.00	\$1,100.00	\$110.00	\$1,100.00	\$95.00	\$950.00		
B8	Furnish and Install Single White Boundary and Diagonal Stripes in No Parking Zones Adjacent to Sterling Elementary School	1	LS	\$1,375.00	\$1,375.00	\$1,375.00	\$1,375.00	\$825.00	\$825.00		
B9	Furnish and Install Double Yellow Boundary and Diagonal Stripes in Center Painted Island Adjacent to Sterling Elementary School	1	LS	\$1,375.00	\$1,375.00	\$1,375.00	\$1,375.00	\$930.00	\$930.00		
<b>SUB TOTAL - BID SCHEDULE "B"</b>				<b>\$325,180.25</b>		<b>\$339,663.80</b>		<b>\$261,364.00</b>			
Comments											



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<b>BID SCHEDULE "C" - ROTO-MILL AND ASPHALT OVERLAY</b>											
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C2	Remove, Adjust and Reinstall Concrete Collars Around Manhole	4	EA			\$1,350.00	\$5,400.00				
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<b>Comments</b>				<b>Bid Adjusted in favor of Unit Prices</b>					
<b>BID SCHEDULE "B" - LIGHT WEIGHT AGGREGATE CHIP SEAL</b>									
B1	Furnish and Install Light Weight Aggregate Chip Seal	725,000	SF			<b>No Bid</b>		\$0.41	\$297,250.00
B2	Furnish and Install 4" Double Solid Yellow Line	950	LF				\$0.92	\$874.00	
B3	Furnish and Install 4" Single Solid White Line	325	LF				\$0.92	\$299.00	
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<b>Comments</b>									



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**2024 Roadway Maintenance Project**  
**Bid Opening March 20, 2024**

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<b>SUB TOTAL - BID SCHEDULE "C"</b>							<b>\$110,874.50</b>			
			Comments							

EXHIBIT B

Agreement:

Advanced Paving and Construction, Inc.

**DOCUMENT 00 52 00**

**AGREEMENT**

**PART 1 GENERAL**

**1.1 CONTRACTOR**

- A. Name: Advanced Paving and Construction, LLC
- B. Address: 1689 West 2550 South, Ogden, Utah 84401
- C. Telephone number: (801) 731-7882
- D. Facsimile number: N/A
- E. E-Mail: Brenden@advancedpaving.net

**1.2 OWNER**

- A. The name of the OWNER is Tooele City Corporation

**1.3 CONSTRUCTION CONTRACT**

- A. The Construction Contract is known as

**2024 Roadway Maintenance Project**

**Bid Scheduled B - Light Weight Aggregate Chip Seal and  
Bid Schedule C - Roto-Mill and Asphalt Overlay**

**1.4 ENGINEER**

- A. Paul Hansen Associates, L.L.C. is the OWNER's representative and agent for this Construction Contract who has the rights, authority and duties assigned to the ENGINEER in the Contract Documents.

**PART 2 TIME AND MONEY CONSIDERATIONS**

**2.1 CONTRACT PRICE**

- A. The Contract Price includes the cost of the Work specified in the Contract Documents, plus the cost of all bonds, insurance, permits, fees, and all charges, expenses or assessments of whatever kind or character.

B. The Schedules of Prices awarded from the Bid Schedule are as follows.

1. Bid Schedules B and C.
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

C. An Agreement Supplement [] is, [] is not attached to this Agreement.

D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is: Three Hundred Thirty Nine Thousand Five Hundred Twenty Four Dollars (\$339,524.00)

## 2.2 CONTRACT TIME

A. The Contract time shall be as follows:

1. All slurry seal work shall be completed **prior to October 15, 2024**

B. Any time specified in work sequences in the Summary of Work shall be a part of the Contract Time. \_\_\_\_\_

## 2.3 PUNCH LIST TIME

A. The Work will be complete and ready for final payment within 5 days after the date CONTRACTOR receives ENGINEER's Final Inspection Punch List unless exemptions of specific items are granted by ENGINEER in writing or an exception has been specified in the Contract Documents.

B. Permitting the CONTRACTOR to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been extended, whether or not a new completion date is established, shall in no way operate as a waiver on the part of the OWNER of any of OWNER's rights under this Agreement.



## 2.4 LIQUIDATED DAMAGES

A. Time is the essence of the Contract Documents. CONTRACTOR agrees that OWNER will suffer damage or financial loss if the Work is not completed on time or within any time extensions allowed in accordance with Part 12 of the General Conditions. CONTRACTOR and OWNER agree that proof of the exact amount of any such damage or loss is difficult to determine. Accordingly, instead of requiring any such proof of damage or specific financial loss for late completion, CONTRACTOR agrees to pay the following sums to the OWNER as liquidated damages and not as a penalty.

1. **Late Contract Time Completion:**  
Five Hundred dollars and 00 cents (\$ 500.00 ) for each day or part thereof that expires after the Contract Time until the Work is accepted as Substantially Complete as provided in Article 14.5 of the General Conditions.
2. **Late Punch List Time Completion:** 50% of the amount specified for Late Contract Time Completion for each day or part thereof if the Work remains incomplete after the Punch List Time. The Punch List shall be considered delivered on the date it is transmitted by facsimile, hand delivery or received by the CONTRACTOR by certified mail.
3. **Interruption of Public Services:** No interruption of public services shall be caused by CONTRACTOR, its agents or employees, without the ENGINEER's prior written approval. OWNER and CONTRACTOR agree that in the event OWNER suffers damages from such interruption, the amount of liquidated damages stipulated below shall not be deemed to be a limitation upon OWNER's right to recover the full amount of such damages.

Five Hundred dollars and 00 cents (\$ 500.00) for each day or part thereof of any utility interruption caused by the CONTRACTOR without the ENGINEER's prior written authorization.

- C. **Survey Monuments:** No land survey monument shall be disturbed or moved until ENGINEER has been properly notified and the ENGINEER's surveyor has referenced the survey monument for resetting. The parties agree that upon such an unauthorized disturbance it is difficult to determine the damages from such a disturbance, and the parties agree that CONTRACTOR will pay as liquidated damages the sum of (\$500.00) to cover such damage and expense.

D. **Deduct Damages from Moneys Owed CONTRACTOR:** OWNER shall be entitled to deduct and retain liquidated damages out of any money which may be due or become due the CONTRACTOR. To the extent that the liquidated damages exceed any amounts that would otherwise be due the CONTRACTOR, the CONTRACTOR shall be liable for such amounts and shall return such excess to the OWNER.

**PART 3 EXECUTION**

**3.1 EFFECTIVE DATE**

A. OWNER and CONTRACTOR execute this Agreement and declare it in effect as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT**

- A. CONTRACTOR's signature: \_\_\_\_\_
- B. Please print name here: \_\_\_\_\_
- C. Title: \_\_\_\_\_
- D. CONTRACTOR's Utah license number: \_\_\_\_\_

**Acknowledgment**

State of \_\_\_\_\_ )  
 ) ss.  
 County of \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

by \_\_\_\_\_  
 (person acknowledging and title or representative capacity, if any).

\_\_\_\_\_  
 Notary's signature

\_\_\_\_\_  
 Residing at

\_\_\_\_\_  
 My commission expires:

Notary's seal

**3.3 OWNER'S SUBSCRIPTION AND ACKNOWLEDGMENT**

A. OWNER's signature: \_\_\_\_\_

B. Please print name here: \_\_\_\_\_

C. Title: \_\_\_\_\_

ATTEST:

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

S E A L

APPROVED AS TO FORM

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

END OF DOCUMENT

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# Invoice

**Bill-To-Party**  
 Tooele City Police Department  
 323 N Main St  
 Tooele UT 84074-1652  
 US

**Ship-To-Party**  
 Tooele City Police Department  
 323 N Main St  
 Tooele UT 84074-1652  
 US

**Information**  
 Invoice No. 91811538  
 Invoice Date 03/26/2024  
 Delivery No. (Date) 80268521 (03/26/2024)  
 Sales Order No. 1286086  
 Customer PO No. quote 02280593  
 Customer No. 1057169  
 Term of Payment Net due in 30 days  
 Incoterm EXW Ex Works  
 Gross Weight 25.505 KG  
 Net Weight 25.475 KG  
 Shipping Agent FedEx  
 Tracking # 00724605828330  
 Ship Via Standard/Ground

Please reference the Invoice No. with your check or electronic payment.

Item	Material/Description	Quantity	Unit Price	Value
10	LS9-HU FARO Focus Premium USA  Serial #s: LLS092433023 HTS Code: 9031.49.40.00	1 EA	43,990.00	43,990.00
20	SV2-SCN-Y3 FOCUS Premium Complete Care-Year 3	1 EA	5,590.00	5,590.00
30	ACCS-PWR-0014 3D_AC_LS_FocusS Battery Power Block  HTS Code: 8507.60.00.20	1 EA	610.00	610.00
40	ACCSS8032 3D_AC_LS_Standard Carbon Fiber Tripod  HTS Code: 9620.00.60.00	1 EA	1,300.00	1,300.00
110	ACCSS0299 80Mm Koppa Target Set	1 EA	1,220.00	1,220.00

# Invoice

**Bill-To-Party**  
 Tooele City Police Department  
 323 N Main St  
 Tooele UT 84074-1652  
 US

**Information**  
**Invoice No.** 91811538  
**Invoice Date** 03/26/2024  
**Delivery No. (Date)** 80268521 (03/26/2024)  
**Sales Order No.** 1286086  
**Customer PO No.** quote 02280593  
**Customer No.** 1057169  
**Term of Payment** Net due in 30 days  
**Incoterm** EXW Ex Works  
**Gross Weight** 25.505 KG  
**Net Weight** 25.475 KG  
**Shipping Agent** FedEx  
**Tracking #** 00724605828330  
**Ship Via** Standard/Ground

Please reference the Invoice No. with your check or electronic payment.

**Ship-To-Party**  
 Tooele City Police Department  
 323 N Main St  
 Tooele UT 84074-1652  
 US

Item	Material/Description	Quantity	Unit Price	Value
	HTS Code: 9031.90.59.00			
120	ACCSS0287 200mm Koppa Target W/ Tripod Mount Kit	1 EA	3,250.00	3,250.00
	HTS Code: 9031.90.59.00			
<b>Total Unit Price</b>				55,960.00
<b>Total Discount</b>				0.00
<b>Shipping &amp; Handling</b>				39.90
<b>Total Taxes</b>				0.00
<b>Total (USD)</b>				55,999.90

**Check Payments:**  
 FARO Technologies, Inc.  
 PO Box 116908  
 Atlanta, GA 30368-6908

**Electronic Payments:**  
 FARO Technologies, Inc.  
 ABA: 061000104  
 Swift Nbr: SNTRUS3A  
 USD Account #: 1000009578609

# Invoice

**Bill-To-Party**  
 Tooele City Police Department  
 323 N Main St  
 Tooele UT 84074-1652  
 US

**Ship-To-Party**  
 Tooele City Police Department  
 323 N Main St  
 Tooele UT 84074-1652  
 US

**Information**  
 Invoice No. 91811478  
 Invoice Date 03/26/2024  
 Delivery No. (Date) 80268521 (03/26/2024)  
 Sales Order No. 1286086  
 Customer PO No. quote 02280593  
 Customer No. 1057169  
 Term of Payment Net due in 30 days  
 Incoterm EXW Ex Works  
 Shipping Agent FedEx  
 Ship Via Standard/Ground

Please reference the Invoice No. with your check or electronic payment.

Item	Material/Description	Quantity	Unit Price	Value
70	SSA51007-3Y FARO Zone 3D Expert SUB 3Y	1 EA	5,280.00	5,280.00
Renewal: Non-evergreen    Billing Cycle: One Time Contract Dates: 03/26/2024 - 03/31/2027 Serial #s: 100000114  Delivery note from				
<b>Total Unit Price</b>				5,280.00
<b>Total Discount</b>				0.00
<b>Total (USD)</b>				5,280.00

**Check Payments:**  
 FARO Technologies, Inc.  
 PO Box 116908  
 Atlanta, GA 30368-6908

**Electronic Payments:**  
 FARO Technologies, Inc.  
 ABA: 061000104  
 Swift Nbr: SNTRUS3A  
 USD Account #: 1000009578609

# Invoice

**Bill-To-Party**  
 Tooele City Police Department  
 323 N Main St  
 Tooele UT 84074-1652  
 US

**Ship-To-Party**  
 Tooele City Police Department  
 323 N Main St  
 Tooele UT 84074-1652  
 US

**Information**  
 Invoice No. 91811476  
 Invoice Date 03/26/2024  
 Delivery No. (Date) 80268521 (03/26/2024)  
 Sales Order No. 1286086  
 Customer PO No. quote 02280593  
 Customer No. 1057169  
 Term of Payment Net due in 30 days  
 Incoterm EXW Ex Works  
 Shipping Agent FedEx  
 Ship Via Standard/Ground

Please reference the Invoice No. with your check or electronic payment.

Item	Material/Description	Quantity	Unit Price	Value
60	SSA0900-3Y SCENE SUB 3Y	1 EA	5,850.00	5,850.00
Renewal: Non-evergreen Billing Cycle: One Time Contract Dates: 03/26/2024 - 03/31/2027 Serial #s: 997072391243348194  Delivery note from				
<b>Total Unit Price</b>				5,850.00
<b>Total Discount</b>				0.00
<b>Total (USD)</b>				5,850.00

**Check Payments:**  
 FARO Technologies, Inc.  
 PO Box 116908  
 Atlanta, GA 30368-6908

**Electronic Payments:**  
 FARO Technologies, Inc.  
 ABA: 061000104  
 Swift Nbr: SNTRUS3A  
 USD Account #: 1000009578609



# Invoice

**Bill-To-Party**  
 Tooele City Police Department  
 323 N Main St  
 Tooele UT 84074-1652  
 US

**Ship-To-Party**  
 Tooele City Police Department  
 323 N Main St  
 Tooele UT 84074-1652  
 US

**Information**  
**Invoice No.** 91811537  
**Invoice Date** 03/26/2024  
**Delivery No. (Date)** 80268520 (03/26/2024)  
**Sales Order No.** 1286086  
**Customer PO No.** quote 02280593  
**Customer No.** 1057169  
**Term of Payment** Net due in 30 days  
**Incoterm** EXW Ex Works  
**Gross Weight** 8.910 KG  
**Net Weight** 8.910 KG  
**Shipping Agent** FedEx  
**Tracking #** 707477093378  
**Ship Via** Standard/Ground

Please reference the Invoice No. with your check or electronic payment.

Item	Material/Description	Quantity	Unit Price	Value
50	COMP0123X64 VR Ready Notebook  Serial #s: 5CG3464S0N HTS Code: 8471.30.01.00	1 EA	5,930.00	5,930.00
80	SOFTL0001 Single User Soft Lock	2 EA	0.00	0.00
130	ACCSS6069 3D_AC_LS_3D-Scale Bar Kit  Serial #s: 10345 HTS Code: 9031.90.91.95	1 EA	2,550.00	2,550.00
<b>Total Unit Price</b>				8,480.00
<b>Total Discount</b>				0.00
<b>Shipping &amp; Handling</b>				21.92
<b>Total Taxes</b>				0.00
<b>Total (USD)</b>				8,501.92

**Check Payments:**  
 FARO Technologies, Inc.  
 PO Box 116908  
 Atlanta, GA 30368-6908

**Electronic Payments:**  
 FARO Technologies, Inc.  
 ABA: 061000104  
 Swift Nbr: SNTRUS3A  
 USD Account #: 1000009578609



**FARO Technologies, Inc.**  
 125 Technology Park  
 Lake Mary FL 32746-6204

Phone: 407-333-9911  
 Fax: 407-333-4181  
 Email: FAROCollections@faro.com  
 EIN: 59-3157093  
 Duns: 61-730-8929

# Invoice

**Bill-To-Party**  
 Tooele City Police Department  
 323 N Main St  
 Tooele UT 84074-1652  
 US

**Information**  
 Invoice No. 91811749  
 Invoice Date 03/27/2024  
 Sales Order No. 1286086  
 Customer PO No. quote 02280593  
 Customer No. 1057169  
 Term of Payment Net due in 30 days  
 Incoterm EXW Ex Works  
 Shipping Agent FedEx  
 Ship Via Standard/Ground

Please reference the Invoice No. with your check or electronic payment.

**Ship-To-Party**  
 Tooele City Police Department  
 323 N Main St  
 Tooele UT 84074-1652  
 US

Item	Material/Description	Quantity	Unit Price	Value
90	TR-SCN-POS Laser Scanner Tr. - FARO Fac. - Inc	2 EA	0.00	0.00
100	TR-SCN-POS-FOR-O OnSite Forensics Cust-Site Upg. 5 Day	1 EA	10,110.00	10,110.00
<b>Total Unit Price</b>				10,110.00
<b>Total Discount</b>				0.00
<b>Total (USD)</b>				10,110.00

**Check Payments:**

FARO Technologies, Inc.  
 PO Box 116908  
 Atlanta, GA 30368-6908

**Electronic Payments:**

FARO Technologies, Inc.  
 ABA: 061000104  
 Swift Nbr: SNTRUS3A  
 USD Account #: 1000009578609

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

**Date:** Wednesday, March 20, 2024

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

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

**City Council Members Present:**

Maresa Manzione

Melodi Gochis

Justin Brady

Ed Hansen

David McCall

**City Employees Present:**

Mayor Debbie Winn

Adrian Day, Police Department Chief

Michelle Pitt, City Recorder

Loretta Herron, Deputy City Recorder

Roger Baker, City Attorney

Jared Stewart, Economic Development Director

Darwin Cook, Parks and Recreation Director

Andrew Aagard, Community Development Director

Shannon Wimmer, Finance Director

Paul Hansen, City Engineer

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**

Maresa Manzione, Present

Melodi Gochis, Present

Justin Brady, Present

Ed Hansen, Present

David McCall, Present

**3. Mayors report**

Mayor Winn shared a UDOT update for bridge work at 2100 and 3200. That road will be limited access. They have asked the public to find another route during construction time.

**4. Council Member's Report**

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

## **5. Discussion Items**

### **A. Sewer Master Plan**

*Presented by Jamie Grandpre, Public Works Director*

Mr. Grandpre presented an update to the Sewer Master Plan to include the Tooele Water Reclamation Facility Master Plan.

The City Council asked the following questions:

Does the City have to do Septic Receiving?

How is this process different from the other processes?

Is there enough income to cover the cost?

Has the City talked to the County about covering costs?

Where does the discharge services go?

How long does it take to complete the ditch?

Is there federal and state grants available to cover costs?

Does JUB help with grants?

Mr. Grandpre addressed the Council's questions. The City does not have do septic receiving, but they are the only ones within county lines that can do it. The vault is to allow product to be fed into headworks slowly and helps with odor control. It will be enclosed. The City does receive enough income to help cover costs. They have not talked to County about covering any costs. The septic goes down a ditch and dissolves into the ground. From design, to up and running, the ditch can take two years. JUB can help find funds.

### **B. Water and Sewer Fees Discussion**

*Presented by Jamie Grandpre, Public Works Director*

Mr. Philpot with LRB has worked with the City for water and sewer fees. Mr. Philpot presented financial plan objectives including revenue growths, cost of service analysis, rate & design analysis, financial plan assumptions, scenario analysis, and a potential water rate schedule.

The Council asked the following questions:

In scenario 3, is the risk factor falling behind?

Are there any legal requirements for cash reserve?

When was the last time water and sewer fees increased?

Mr. Philpot addressed the Council's questions. This is the starting point. There are trade-offs for doing small increases or large increases.

There are no legal requirements for cash reserve. There is a bond requirement that does require a certain amount of cash reserve.

Mr. Grandpre gave a hand out of comparisons of other Cities for water and sewer rates. It was over 20 years ago that rates were raised.

**C. Resolution 2024-22 A Resolution of the City Council (The “Council”) of Tooele City, Utah (The “City”), Providing for the Creation of 10th and Main Public Infrastructure District (The “District”) as an Independent District, Authorizing and Approving a Governing Document and an Interlocal Agreement; Appointing a Board of Trustees; Authorizing Other Documents in Connection Therewith; and Related Matters**

*Presented by Jared Stewart, Economic Development Director*

Mr. Stewart presented a Public Infrastructure District. The resolution is governing documents enabling the creation of the district that taxes themselves and allows them to sell bonds to build infrastructure.

*Chairman Brady recessed the work meeting at 6:56pm. He reconvened the meeting at 7:27pm.*

**D. Tooele City Active Transportation Plan**

*Presented by Jared Stewart, Economic Development Director*

Mr. Stewart presented the active transportation plan. This is a grant funded effort to plan through the Wasatch front regional council. The draft is ready to review. The City has had workshops, public involvement, and engagement. The result of this is that there is a prioritized plan of what to do next.

**E. Tooele City Main Street Implementation Plan**

*Presented by Jared Stewart, Economic Development Director*

Mr. Stewart presented the Main Street implementation plan. This stems from UDOT's Move Utah Plan. Tooele Main Street creating a top tier pedestrian experience catalyzing main street business. This is funded by UDOT.

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

There was no closed meeting.

**7. Adjourn**

Chairman Brady adjourned the meeting at 7:37 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 April, 2024

---

Justin Brady, City Council Chair

## Tooele City Council Business Meeting Minutes

**Date:** Wednesday, March 20, 2024

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

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

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

Ed Hansen

Maresa Manzione

Dave McCall

Justin Brady

Melodi Gochis

### **City Employees Present:**

Mayor Debbie Winn

Adrian Day, Police Department Chief

Michelle Pitt, City Recorder

Loretta Herron, Deputy City Recorder

Roger Baker, City Attorney

Jared Stewart, Economic Development Director

Darwin Cook, Parks and Recreation Director

Andrew Aagard, Community Development Director

Shannon Wimmer, Finance Director

Paul Hansen, City Engineer

Minutes prepared by Katherin Yei

Chairman Brady called the meeting to order at 7:02 p.m.

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

The Pledge of Allegiance was led by Chairman Brady.

### **2. Roll Call**

Maresa Manzione, Present

Melodi Gochis, Present

Justin Brady, Present

Ed Hansen, Present

Dave McCall, Present

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

The public hearing was opened.

Mr. Schmidt addressed the Council in regards to the annexation litigation against the City.

The public hearing was closed.

**4. Rocky Mountain Power Foundation Grant Award Presented to the Tooele Valley Theatre**

*Presented by Nic Jenkins, Rocky Mountain Power Foundation*

Mr. Jenkins presented the Rocky Mountain Power Foundation grant award to Tooele Valley Theatre.

**5. Public Hearing and Motion on Resolution 2024-22 A Resolution of the City Council (The "Council") of Tooele City, Utah (The "City"), Providing for the Creation of 10th and Main Public Infrastructure District (The "District") as an Independent District, Authorizing and Approving a Governing Document and an Interlocal Agreement; Appointing a Board of Trustees; Authorizing Other Documents in Connection Therewith; and Related Matters**

*Presented by Jared Stewart, Economic Development Director*

Mr. Stewart presented a Public Infrastructure District. The resolution is governing documents enabling the creation of the district that taxes themselves and allows them to sell bonds to build infrastructure. They will have the capacity to bond up to \$18 million. Staff has recommended a positive approval.

The City Council asked the following:  
Is there a time frame to use the funds when bonded?

Mr. Stewart addressed the Council's questions. The bonds expire in 31 years. This is a tax just on the district. The annexation boundaries are identical to the district.

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

**Council Member Hansen motioned to approve Resolution 2024-22.** Council Member Manzione seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

**6. Ordinance 2024-05 An Ordinance of Tooele City Amending Tooele City Code Section 8-3-7 Regarding Replacement Garbage Containers**

*Presented by Shannon Wimmer, Finance Director*

Ms. Wimmer presented an amendment to Tooele City code section 8-3-7 regarding replacement garbage containers. The ordinance needs to reflect the recent fees added.

**Council Member McCall motioned to approve Ordinance 2024-05; An Ordinance of Tooele City Amending Tooele City Code Section 8-3-7 Regarding Replacement Garbage Containers.** Council Member Gochis seconded the motion. The vote was as follows: Council

Member McCall, "Aye," Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

**7. Ordinance 2024-06 An Ordinance of Tooele City Codifying Previously Enacted Residential Planned Unit Developments**

*Presented by Roger Baker, City Attorney*

Mr. Baker presented an Ordinance of Tooele City codifying previously enacted residential Planned Unit Developments. A Planned Unit Development is its own zoning regulation that is approved by ordinance of the City Council. These regulations don't make it into the code. The PUD has underlying zoning. This ordinance identifies what the zoning regulations are. This is not enacting a new regulation, but putting the existing regulations into the code for better access and understanding. No public hearing is required for this ordinance.

**Council Member Gochis motioned to approve Ordinance 2024-06; An Ordinance of Tooele City Codifying Previously Enacted Residential Planned Unit Developments.** Council Member McCall seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

**8. Resolution 2024-24 A Resolution of the Tooele City Council Approving a Contract with - Advanced Paving and Construction for the 2024 Droubay Road Widening Project**

*Presented by Paul Hansen, City Engineer*

Mr. Hansen presented a contract with Advanced Paving and Construction for the 2024 Droubay Road widening project in the amount of \$1,460,332 with a 5% contingency. The funds will be coming from County funds through a grant and the City matching 10% of funds. Once the project has begun, Droubay will be closed until the project is done. The estimated amount of time is three months.

The Council asked the following questions:  
Does it require any improvement to the golf course?

Mr. Hansen addressed the Council's questions. They are staying away from the golf course and will be putting in a retaining wall.

**Council Member Manzione motioned to approve Resolution 2024-24; A Resolution of the Tooele City Council Approving a Contract with Advanced Paving and Construction for the 2024 Droubay Road Widening Project.** Council Member Gochis seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

**9. Invoices & Purchase Orders**

There are no invoices to approve.



**10. Minutes**

There are no changes to the minutes.

**Council Member Hansen motioned to approve Minutes.** Council Member Brady seconded the motion. The vote was as follows: Council Member McCall, “Aye,” Council Member Hansen, “Aye,” Council Member Gochis, “Aye,” Council Member Manzione, “Aye,” and Chairman Brady, “Aye.” The motion passed.

**11. Adjourn**

Chairman Brady adjourned the meeting at 7:26pm.

*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 April, 2024

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