

PUBLIC NOTICE

Notice is hereby given that the Tooele City Council will meet in a Business Meeting on Wednesday, May 1, 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, the Tooele City Website www.tooelecitey.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@tooelecitey.gov.

We encourage you to join the City Council meeting electronically by visiting the **Tooele City YouTube Channel**, at <https://www.youtube.com/@tooelecitey> 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@tooelecitey.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 Youth Recognition Awards**
4. **Public Comment Period**
5. **Ordinance 2024-09** An Ordinance of Tooele City Codifying the Previously Enacted Overlake (P) Planned Zoning District Regulations
Presented by Roger Baker, City Attorney
6. **Resolution 2024-29** A Resolution of the Tooele City Council Tentatively Adopting the Budget Officer's Tentative Budget for Tooele City Fiscal Year 2024-2025, and Establishing the Time and Place of a Public Hearing to Consider its Adoption
Presented by Shannon Wimmer, Finance Director
7. **Resolution 2024-30** A Resolution of the Tooele City Council Consenting to Mayor Winn's Appointment of John Perez to the Position of Director of the Economic Development Department
Presented by Mayor Debbie Winn
8. **Resolution 2024-32** A Resolution of the Tooele City Council Approving an Agreement with Tooele County for Dispatch Services for Fiscal Year 2024-2025
Presented by Police Chief Adrian Day
9. **Resolution 2024-33** A Resolution of the Tooele City Council Approving an Agreement with Mountain High Electronics, LLC for Furnishing and Installation of an 80-Foot Communication Tower and Related Emergency Communication Equipment for Fire Station No. 3
Presented by Paul Hansen, City Engineer

10. **Resolution 2024-35** A Resolution of the Tooele City Council Approving an Agreement with Cache Valley Electric for the Installation of a Traffic Signal System at the Intersection of 1000 North Street and 100 East Street
Presented by Jamie Grandpre, Public Works Director
11. **Resolution 2024-36** A Resolution of the Tooele City Council Approving an Agreement with J-U-B Engineers for the City Salt Storage Building Design
Presented by Jamie Grandpre, Public Works Director
12. **Resolution 2024-41** A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule Regarding Fees at the Water Reclamation Facility
Presented by Jamie Grandpre, Public Works Director
13. **Clarification on Ordinance 2024-10** the New Culinary Water Rates
Presented by Jamie Grandpre, Public Works Director
14. **Clarification on Ordinance 2024-11** the New Sanitary Sewer Rates
Presented by Jamie Grandpre, Public Works Director
15. **Resolution 2024-39** A Resolution of the Tooele City Council Approving an Agreement with Jensen Family Landscape LLC for Tooele City Hall Landscape Project
Presented by Darwin Cook, Parks and Recreation Director
16. **Invoices & Purchase Orders**
Presented by Michelle Pitt, City Recorder
17. **Minutes**
 - ~April 3, 2024 Work Meeting
 - ~April 3, 2024 Business Meeting
18. **Adjourn**

Michelle Y. Pitt, Tooele City Recorder

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations should notify Michelle Y. Pitt, Tooele City Recorder, at 435-843-2111 or michellep@tooelecity.gov, prior to the meeting.

TOOELE CITY CORPORATION

ORDINANCE 2024-09

AN ORDINANCE OF TOOELE CITY CODIFYING THE PREVIOUSLY ENACTED OVERLAKE (P) PLANNED ZONING DISTRICT REGULATIONS.

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, Utah Code §10-9a-401, *et seq.*, requires and provides for the adoption of a "comprehensive, long-range plan" (hereinafter the "General Plan") by each Utah city and town, which General Plan contemplates and provides direction for (a) "present and future needs of the community" and (b) "growth and development of all or any part of the land within the municipality"; and,

WHEREAS, the Tooele City General Plan includes various elements, including water, sewer, transportation, and land use. The Tooele City Council adopted the Land Use Element of the Tooele City General Plan, after duly-noticed public hearings, by Ordinance 2020-47, on December 16, 2020, by a vote of 5-0; and,

WHEREAS, the Land Use Element (hereinafter the "Land Use Plan") of the General Plan establishes Tooele City's general land use policies, which have been adopted by Ordinance 2020-47 as a Tooele City ordinance, and which set forth appropriate Use Designations for land in Tooele City (e.g., residential, commercial, industrial, open space); and,

WHEREAS, the Land Use Plan reflects the findings of Tooele City's elected officials regarding the appropriate range, placement, and configuration of land uses within the City, which findings are based in part upon the recommendations of land use and planning professionals, Planning Commission recommendations, public comment, zoning and land use regulations, and other relevant considerations; and,

WHEREAS, Utah Code §10-9a-501, *et seq.*, provides for the enactment of "land use [i.e., zoning] ordinances and a zoning map" that constitute a portion of the City's regulations (hereinafter "Zoning") for land use and development, establishing order and standards under which land may be developed in Tooele City; and,

WHEREAS, TCC Chapter 7-18 contains the City's regulations regarding planned district zoning; and,

WHEREAS, the first and only planning zoning district approved under the authority of Chapter 7-18 was the Overlake (P) planned zoning district (“Overlake (P)”), enacted by Ordinance 1997-37 on October 29, 1997, and amended on February 4, 2015, by Ordinance 2015-05; and,

WHEREAS, the City Council repealed Chapter 7-18 on March 19, 2003, by approval of Ordinance 2003-10, with the exception of Section 7-18-8, regarding Overlake (P), which remains in effect; and,

WHEREAS, the zoning and other regulations of Overlake (P) were enacted by reference to several exhibits in the 1997 Development Agreement for the Overlake area of Tooele City (*reference* Ordinance 1997-38, approved October 29, 1997), which Agreement was terminated in 2015 (*reference* Resolution 2014-37, approved on August 6, 2014); and,

WHEREAS, on March 20, 2024, the City Council approved Ordinance 2024-06, codifying the zoning regulations of historic planned unit developments approved by previous ordinances of the City; and,

WHEREAS, Overlake (P) zoning regulations were not codified in the City Code, but rather enacted by ordinance without codification, leading to a circumstance where, over time, due to not being codified, memories have faded, documents have been archived, and it has become increasingly difficult for City staff and the public to access the particular zoning regulations of Overlake (P) and apply them to new land use applications, including building permit applications, within Overlake (P); and,

WHEREAS, the City Administration recommends incorporating the enacted Overlake (P) zoning regulations into the City Code as “Chapter 7-18a. Planned District: Overlake (P)” for ease of zoning administration and both completeness and enforcement of the City Council’s zoning enactments; and,

WHEREAS, the City Administration recommends not codifying the architectural and landscaping design standards of Overlake (P), due to their length and administrative detail, but recommends that these standards instead be reformatted independent of the 1997 Development Agreement and made available to City staff, and to the public upon request; and,

WHEREAS, no additional public processes aside from this Ordinance 2024-09 are necessary for the codification, since Overlake (P) was previously enacted by ordinance following statutory public processes, and no changes to Overlake (P) zoning regulations (other than formatting, punctuation, spelling, etc.) are authorized by this Ordinance:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that the City Administration is instructed to codify in a new TCC Chapter 7-18a the principal zoning regulations of the Overlake (P) planned zoning district, for the reasons and in the manner indicated above, except that the Overlake (P) architectural and landscaping

design standards shall not be codified but be reformatted and made readily available administratively to City staff and the public.

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 _____, 2024.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form: _____
Roger Evans Baker, City Attorney

CHAPTER 7-18a. PLANNED DISTRICT: OVERLAKE (P)

Enacted by Ordinance 1997-37 (October 29, 1997)
 Amended by Ordinance 2015-05 (February 4, 2015)

Location: 1000 North to 2000 North, SR-36 to 400 West

ZONING REGULATIONS OF THE OVERLAKE (P) PLANNED DISTRICT:

TABLE OF USES
Residential Use Areas

Uses	Multi-family Use Areas	Single-family Zero-lot-line Areas	Single-family Areas
Accessory Buildings and Uses	P	P	P
Agriculture (Forestry/Horticultural Production)	P	P	P
Bed and Breakfast Inn	C	C	C
Churches and Religious Facilities	C	C	C
Commercial Daycare, Preschool	C	C	C
Dwelling: Single-family (detached)	P	P	P
Dwelling: Single-family (attached)	P	P	
Dwelling: Two-family	P	P	P
Dwelling: Three-family	P		
Dwelling: Four-family	P		
Dwelling: Multiple family (Apartments)	P		
Dwelling: Manufactured Housing Unit			
Dwelling: Townhouse/Condominium	P	P	
Gardening	P	P	P
Golf Course and Country Club	C	C	C
Home Occupation	P	P	P
Home Occupation Daycare, Preschool	C	C	C
Hospital			
Medical and Dental Clinic			
Open Space Areas, Trails	P	P	P
Park and Ride Facilities (located on arterial streets)			
Private Parks	C		C
Private and Public Schools	C	C	C
Private Recreational Facilities	C	C	
Professional Offices			
Public Buildings and Facilities	C	C	C
Public/Private Transmission Lines, Facilities	C	C	C
Residential Facilities for Persons with a Disability	P	P	P
Residential Facilities for Elderly Persons	P	P	P
Sports Fields	C	C	C
Temporary Concessions (located in Public Parks)	C	C	C
Temporary Construction Buildings and Storage	P	P	P
Temporary Sales Office	P	P	P

TABLE OF USES**Commercial, Mixed Use, and Open Space Areas**

Uses	Neighborhood Commercial	Highway Commercial	Mixed Use	Open Space
Accessory Buildings and Uses	P	P	P	P
Agricultural (Horticultural Production)	P	P	P	P
RESIDENTIAL USES				
Bed and Breakfast Inn	C	P	P	
Dwelling units above ground floor (Minimum 500 sq. ft. per dwelling)	P	P	P	
Dwelling unit for caretaker/security guard (Must be within primary structure and not an accessory unit)	P	P	P	
Mixed-use Residential and Commercial Structure (Minimum 500 sq. ft. per dwelling)	P	P	P (units above ground floor)	
Mixed-use Project (Residential and non-residential uses in separate structures on same lot) (Minimum 500 sq. ft. per dwelling)	C	C	C	
Nursing Home	C	P	C	
Retirement Home/Center	C	P	C	
NON-RESIDENTIAL USES				
Church			C	P
Cultural and Artistic Uses (e.g., museums, galleries, performing arts studios)	C	C	P	C
Golf Course, Country Club				P
Open Space, Trails, Greenways	P	P	P	P
Parks and Playgrounds	P	P	P	P
Park and Ride Facilities		P		
Schools				P
Baseball Fields			P	
Public Buildings and Facilities		C	C	C
Public and Private Utility Facilities	C	C	C	C
Financial Institutions and Services	P	P	P	
Financial Institutions and Services (with drive through)		P		
Medical and Dental Clinics		C	C	
Professional Offices	C	P	P	
Veterinary Offices (Operating entirely within an enclosed building and keeping animals overnight only for treatment purposes)		C		
Automobile Service and Repair		P		
Automobile Sales and Rental		P		
Building Maintenance Services		C		
Hardware Store (with no outside storage)		P	P	
Hardware Store (with outside storage)		C		
Car Wash		P		
Commercial Parking Lot/Structure		P	C	
Commercial Recreational Facility	C	C	C	
Conference Center		C	C	
Convenience Store (without gasoline sales)	P	P	P	
Convenience Store (with gasoline sales)	C	P		
Child Daycare (commercial)	C	C	C	
Equipment Sales and Rental		C		
Funeral Home		P		
Hospital		C		
Health Club	C	P	C	

Hotel		C	P	
Motel		P		
Launderette, Laundromat	C	P	P	
Mini-storage		C		
Theater		P	P	
Outdoor Sales, Display, and Dining		P	P	
Outdoor Storage of Materials, Products, Equipment (Incidental to an allowed use)		C		
Personal Services	P	P	P	
Plant Nursery (with outside display)	C	P	C	
Liquor Store, Bar, Private Club		C		
Restaurant	C	P	P	
Fast Food Restaurant (with drive up window(s))		P		
Retail Facilities and Services (accessory to principal use)	P	P	P	
Retail Sales (e.g., limited general retail, grocery store, drug store)	P	P	P	
Retail Sales (general and goods establishments, e.g., general retail, department store, grocery store, drug store, variety store)		P		
Schools, Vocational and Technical		P	C	
Temporary Construction Buildings and Yards (12 months maximum)	C	C	C	C
Temporary Sales Office (12 months maximum)		P	C	
Communication Facilities and Towers		C		
Utility Lines	C	C	C	C
Repair Shop (household and personal goods)	C	P	P	

TABLE OF ALLOWED DENSITY

Residential Use Areas

Standard	Multi-family	Single-family Zero-lot Line	Single-family
Dwelling: Single-family Minimum Lot Size (sq. ft.)	P 2,500	P 5,000	P 7,000 sq. ft. maximum 12% may be <7,000 but >5,000; minimum 12% must be >10,000
Dwelling: Two-family Minimum Lot Size (sq. ft.)	P 5,000	P 10,000	P 14,000
Dwelling: Three-family Minimum Lot Size (sq. ft.)	P 7,500	Not Allowed	Not Allowed
Dwelling: Four-family (sq. ft.) Minimum Lot Size (sq. ft.)	P 10,000	Not Allowed	Not Allowed
Dwelling: Multi-family	Max. 48 units/acre with parking located under structure. Max. 24 units/acre otherwise.	Not Allowed	Not Allowed
Dwelling: Townhouse/Condominium Minimum Lot Size (sq. ft.)	P 2,500 (per dwelling for attached units only)	P 2,500 (per dwelling for attached units only)	Not Allowed
Maximum Dwelling Units per acre for PUD	Not Applicable	Not Applicable	Not Applicable
Other Allowed Uses Minimum Lot Size (sq. ft.)	7,000	8,000	8,000

TABLE OF MINIMUM SITE PLANNING AND DEVELOPMENT STANDARDS

Residential Use Areas

Standard	Multi-family	Single-family Zero-lot Line	Single-family
Lot Width Minimum (frontage)	25 ft. at front property line for Townhouses, Condominiums. 35 ft. all other residential uses. 80 ft. for nonresidential uses.	25 ft. at front property line for Townhouses, Condominiums. 40 ft. Single-family. 50 ft. Two-family. 80 ft. all other uses.	50 ft. Single-family at front property line. 60 ft. Two-family. 80 ft. all other uses.
Front Yard Setback minimum	20 ft.	20 ft.	20 ft.
Rear Yard Setback minimum (interior lot)	20 ft. Zero ft. for all garages accessed from alley.	25 ft. Zero ft. for all garages accessed from alley.	25 ft. Zero ft. for all garages accessed from alley.
Rear Yard Setback minimum (corner lot)	20 ft. Zero ft. for all garages accessed from alley.	20 ft. Zero ft. for all garages accessed from alley.	20 ft. Zero ft. for all garages accessed from alley.
Side Yard Setback minimum (interior lot)	6 ft. Zero ft. for attached units.	6 ft. Zero ft. for attached units.	6 ft.
Side Yard Setback minimum (corner lot)	15 ft.	15 ft.	15 ft.
Building Height (minimum/maximum)	60 ft. or 3 stories above partially below grade parking/1 story.	35 ft./1 story	35 ft./1 story
Lot Coverage total (all buildings)	60%	60%	40%

TABLE OF MINIMUM SITE PLANNING AND DEVELOPMENT STANDARDS

Commercial, Mixed Use, and Open Space Use Areas

Standard	Neighborhood Commercial	Highway Commercial	Mixed Use	Open Space
Lot Width minimum (frontage)	No Minimum	No Minimum	No Minimum	No Minimum
Front Yard Setback minimum	All primary buildings required to be at front property line or back of sidewalk. Zero ft. for parking areas 65 ft. wide or less. 10 ft. for parking areas with 4 ft. view-obscuring landscaping. 25 ft. all other parking areas.	Zero ft. for buildings. 25 ft. for any area used for vehicle parking.	All primary buildings required to be at front property line or back of sidewalk. Zero ft. for parking areas 65 ft. wide or less. 10 ft. for parking areas with 4 ft. view-obscuring landscaping. 25 ft. all other parking areas.	Zero ft. for buildings. 25 ft. for any area used for vehicle parking.
Rear Yard Setback minimum	20 ft.	As required by building codes.	As required by building codes.	25 ft.
Side Yard Setback minimum	20 ft. from dwellings and residential use areas.	As required by building codes.	As required by building codes.	25 ft.
Building Height (maximum/minimum)	2 stories/1 story	4 stories/1 story	4 stories/1 story	3 stories/1 story

TABLE OF MINIMUM ALLOWED RESIDENTIAL DWELLING UNIT SIZE (sq. ft.)

Unit Type	Multi-family	Single-family Zero-lot Line	Single-family
APARTMENTS	650 for 1-bedroom units 800 for 2+ bedroom units	Not Permitted	Not Permitted
OTHER DWELLINGS			
1 story with single covered parking	900	900	900
1 story with single garage	850	850	850
1 story with double+ garage	800	800	800
2 story with single covered parking	1,250	1,200	1,350
2 story with single garage	1,250	1,200	1,350
2 story with double+ garage	1,125	1,100	1,125

TABLE OF OFF-STREET PARKING REQUIREMENTS

Use	Parking Spaces Required
Dwelling: Single-family	2 per dwelling unit.
Dwelling: Two-family	2 per dwelling unit.
Dwelling: Three-family	2 per dwelling unit.
Dwelling: Four-family	2 per dwelling unit.
Dwelling: Multiple-family (Apartments)	1 for each 1-bedroom dwelling unit. 1.5 for all other dwelling units. Guest parking: 1 space for each 8 dwelling units.
Dwelling: Townhouses/ Condominiums	2 per dwelling unit.
Residential Facilities for Persons with a Disability	1 for each 4 residents, plus 1 for each 2 employees during regular working hours.
Residential Facilities for Elderly Persons	1 for each 4 residents, plus 1 for each 2 employees during regular working hours.
Bed and Breakfast Inn	1 for each sleeping unit, plus 1 for each employee during regular working hours.
Nursing Home	1 for each 5 patient beds, plus 1 for each employee during regular working hours.
Retirement Home/Center	1 for every 2 sleeping units, plus 1 for each employee during regular working hours.
Daycare (in home)	2 per home.
Daycare (commercial)	As approved by the Planning Commission.
Elementary Schools	As approved by the Planning Commission.
Junior High Schools	
High Schools	As approved by the Planning Commission.
Churches	1 for every 5 seats in the assembly area.
Parks and Playgrounds	As approved by the Planning Commission.
Sports Fields, Sporting Facilities, Arenas	1 for every 3 seats at maximum capacity or as approved by the Planning Commission.
Open Space, Trails, Greenways	As approved by the Planning Commission.
Civic Uses, Public Buildings, Public Facilities	As approved by the Planning Commission.
Hotels, Motels	1 for each sleeping unit, plus 1 for each employee during regular working hours.
Medical Clinics	4 per doctor or dentist, plus 1 for each additional employee.
Hospitals	1 for each 2 patient beds, plus 1 for each employee during regular working hours.

Funeral Homes, Museums, Civic Uses	20, or 1 for each 30 sq. ft. in all assembly areas, whichever is greater, or as approved by the Planning Commission.
Retails Stores	1 for each 350 sq. ft. of gross floor area. In Mixed Use Areas, a maximum of 1 for each 600 sq. ft. of gross floor area.
Corporate Offices, Professional Offices, Business Offices, Financial Institutions	1, plus 1 for each 300 sq. ft. of gross floor area. In Mixed Use Areas, a maximum of 1 for each 600 sq. ft. of gross floor area.
Restaurants, Bars, Lounges, Private Clubs	1 for each 3.0 seats, or 1 per 100 sq. ft. of gross floor area, whichever is greater. In Mixed Use Areas, a maximum of 1 for each 5 seats, or 1 per 250 sq. ft. of gross floor area, whichever is greater.
Theaters, Sports Arenas, Public Assembly Areas, Commercial Recreation Areas	1 for each 3 seats at the maximum seating capacity, or as approved by the Planning Commission.

NOTES:

1. The size of all parking stalls and design requirements for all parking areas will be as required by Tooele City at the time of development application. (*Reference* TCC Chapter 7-4.)
2. For all uses and activities located within the Mixed Use Areas, requests for reductions to the off-street parking requirements identified may be reviewed and approved by the Planning Commission and/or City Council after considering the nature and location of the proposed use.
3. Americans with Disabilities Act: all property owners and applicants for development approvals are advised that, in addition to the minimum off-street parking requirements, they are also required to comply with the minimum standards for the provision of handicapped parking spaces, as identified and required by the Americans with Disabilities Act, as amended.

ARCHITECTURAL DESIGN STANDARDS

See Architectural Design Standards on file with the Community Development Department for the following:

- Single-family dwellings
- Multi-family dwellings
- Mixed Use Area buildings
- Neighborhood Commercial buildings
- Highway Commercial buildings

LANDSCAPING DESIGN STANDARDS

See Landscaping Design Standards on file with the Community Development Department.

TOOELE CITY CORPORATION

RESOLUTION 2024-29

A RESOLUTION OF THE TOOELE CITY COUNCIL TENTATIVELY ADOPTING THE BUDGET OFFICER'S TENTATIVE BUDGET FOR TOOELE CITY FISCAL YEAR 2024-2025, AND ESTABLISHING THE TIME AND PLACE OF A PUBLIC HEARING TO CONSIDER ITS ADOPTION.

WHEREAS, U.C.A. '10-6-111 requires that on or before the first regularly scheduled meeting of the governing body in May of each year, the budget officer (Tooele City Mayor) shall prepare for the ensuing year, and file with the governing body (City Council) a tentative budget for each fund for which a budget is required; and,

WHEREAS, the Mayor has filed the tentative budget for Fiscal Year 2024-2025 with the City Council along with the required budget message; and,

WHEREAS, the tentative budget sets forth the actual revenues and expenditures in the last completed fiscal year, the estimated total revenues and expenditures for the current fiscal year, and the Mayor's estimates of revenues and expenditures for the budget year (the upcoming fiscal year); and,

WHEREAS, the City Council has received the tentative budget and desires to tentatively adopt the same and to establish the time and place of a public hearing to consider its final adoption:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the tentative budget for each fund for the ensuing fiscal year, 2024-2025, is hereby tentatively adopted.

IT IS FURTHER RESOLVED that a public hearing to consider the final adoption of the Tooele City budget for 2024-2025 shall be held on the 19th day of June, 2024, at 7:00 p.m., at Tooele City Council Chambers located at 90 North Main Street, Tooele, Utah.

The City Recorder shall cause notice of a public hearing to consider its adoption to be published at least seven (7) days prior to the hearing by 1) posting notice of the public hearing in at least three public places within Tooele City, and 2) publishing notice on the Utah Public Notice Website, and 3) and on the home page of the Tooele City website, as required by U.C.A. §10-6-113.

The City Recorder shall cause the tentative budget approved hereby to be available for public inspection at least ten (10) days before the adoption of the final budget, as required by U.C.A. §10-6-112.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For)

(Against)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form: _____
Roger Evans Baker, City Attorney

TOOELE CITY CORPORATION

RESOLUTION 2024-30

A RESOLUTION OF THE TOOELE CITY COUNCIL CONSENTING TO MAYOR WINN'S APPOINTMENT OF JOHN PEREZ TO THE POSITION OF DIRECTOR OF THE ECONOMIC DEVELOPMENT DEPARTMENT.

WHEREAS, by Ordinance 2022-02, approved on January 19, 2022, the City Council created the Economic Development Department of the City Administration pursuant to its authority under the Tooele City Charter; and,

WHEREAS, Section 2-06 of the Tooele City Charter states, "The Mayor, shall, with the consent of a majority of the Council, designate a head of each department of City government"; and,

WHEREAS, under Tooele City Code §1-6-4(2), the Mayor exercises "direct supervision and responsibility over operations in the . . . Economic Development Department," including the appointment of qualified employees (§1-6-4(1)); and,

WHEREAS, Mayor Winn desires to appoint John Perez to the position of Director of the Economic Development Department; and,

WHEREAS, Mr. Perez obtained a Bachelor of Science degree in Management in 2020, and a Masters of Public Administration (MPA) degree in 2022, both from Arizona State University; and,

WHEREAS, Mr. Perez has held various economic development-related positions in local and state government in Arizona, including with Maricopa City, Mesa, Phoenix, Fountain Hills, and the State of Arizona; and,

WHEREAS, in Mr. Perez's most recent position of Economic Development Specialist, his work has included the following: oversee town social media platforms to include newsletters, social media, and constituent surveys; draft and arrange for the distribution of press releases, guides/brochures, and special articles; facilitate large-scale economic development workshops to engage residents and business owners; produce and distribute 2023 and 2024 Official Visitor's Guide, Spring and Fall Event Guides; oversee Prop 302 Grant Committee and Republic Services Non-Profit Grant Program; assist with budget preparation for the economic development and communications departments; work with PIO and draft press releases for town events for distribution to media outlets; assist with development of a 3-Year Community Economic Development Strategic Plan; assist with fiscal impact analysis of a redevelopment plan and amendments to current zoning; engage with 200 business owners and residents to produce a GIS map with constituent contacts; work on Downtown Area CBD Strategic Plan and assist with identifying seven focus groups:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that consent is hereby given by the City Council to Mayor Debra E. Winn's appointment of John Perez to the position of Director of the Economic Development Department.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

TOOELE CITY CORPORATION

RESOLUTION 2024-32

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH TOOELE COUNTY FOR DISPATCH SERVICES FOR FISCAL YEAR 2024-2025.

WHEREAS, the Tooele County Sheriff provides dispatch services for the Tooele City Police Department; and,

WHEREAS, Tooele County and Tooele City desire to enter into a contract for Tooele City Fiscal Year 2024-2025 defining their respective obligations in relation to dispatch services; and,

WHEREAS, the proposed Dispatch Service Agreement is attached as Exhibit A; and,

WHEREAS, local dispatch services are critical to the safety of Tooele City peace officers and the efficiency of local law enforcement operations; and,

WHEREAS, the City Administration recommends that the Dispatch Service Agreement for Tooele City fiscal year 2024-2025 is in the best interest of Tooele City and serves the general public safety and welfare as well as the safety and welfare of Tooele City peace officers:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the fiscal year 2024-2025 Dispatch Service Agreement attached hereto as Exhibit A is hereby approved, and that the Mayor is hereby authorized to sign the same.

This Resolution shall take effect immediately upon passage, by authority of the Tooele City Charter, without further publication.

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

TOOELE CITY MAYOR

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

Exhibit A

Dispatch Service Agreement

Dispatch Service Agreement

Tooele County – Tooele City

1. CONTRACTING PARTIES: This agreement made and executed the 1st day of July 2024, by and between TOOELE COUNTY, a body politic and corporate of the State of Utah, (hereinafter referred to as “County”), and Tooele City, (hereinafter referred to as “City”).

2. PURPOSE: This agreement is for the purpose of Tooele County providing radio dispatch services to Tooele City.

IN CONSIDERATION of the following mutual promises, terms and conditions, the parties agree as follows:

3. DISPATCH SERVICES: The County agrees to provide to the City the following radio dispatch services during the term of this agreement at an adequate level and in a timely fashion:

- a. Receive and prioritize 911 emergency and non-emergency telephone answering and radio dispatch service for the City 24 hours a day 7 days a week. Handle outbound telephone calls for officers when appropriate.
- b. Ensure officer safety by adequate security checks of on-duty officers.
- c. Gather, record, and report all data collected by the dispatch center and provide recordings of such upon request.
- d. Provide fire dispatch services.
- e. Provide Spillman Flex interface system technology analyst support.
- f. Conduct monthly area wide communication meetings.
- g. Run Utah Criminal Justice Information System database checks.
- h. Provide clearing house for NCIC entries including modifications and clears.
- i. Oversee county-wide wrecker rotation.

4. CONSIDERATION: In consideration of the County providing the dispatch services specified herein from July 1, 2024, through June 30, 2025, the City agrees to pay the County the sum of \$319,201.00. Said fees shall be paid to Tooele County on a quarterly basis and shall be paid without the necessity of being billed by the County. Said payments shall be made within fifteen (15) days following the end of each quarter. The basis and method of computation of said amount is attached hereto as Exhibit “A” which by reference is made a part hereof. The County may at the end of each calendar year, adjust the fee it charges the City for dispatch services under this agreement.

5. BUDGET NOTICE: The County agrees to notify the City by January 31st of the previous year data, as requested. The county agrees to provide the agreement and fee allocation to the City no later than March 31st of each year.

6. CONTRACT TERM: This agreement shall take effect on July 1, 2024, and shall terminate on June 30, 2025, unless terminated sooner according to the terms and conditions of this agreement.

7. INADEQUATE SERVICE: If the City determines that it has received inadequate dispatch services under this agreement, the Police Chief shall report the problem, in writing, to the Sheriff. If the problem has not been resolved to the satisfaction of the City within fifteen (15) days, the original report, together with a supplemental report indicating the current status of the problem shall be forwarded to the Tooele County Council for review.

8. TERMINATION: This agreement may be terminated prior to its duration if a party materially breaches the terms or conditions thereof and provided the non-breaching party gives written notice to the breaching party to remedy said default if the said default is not cured within thirty (30) days after receipt of said notice. This agreement may also be terminated by either party for any reason upon ninety (90) days written notice. Failure to sign and return this agreement by August 31, 2024, shall be considered notice of termination and services will be discontinued.

9. LIABILITY: It is mutually agreed that each party shall be responsible for, and shall indemnify the other party for, the negligent acts of their own representatives and employees.

10. WAIVER OF JURY TRIAL: The parties waive any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement.

DATED this 1st day of July 2024

TOOOELE CITY

Debra E. Winn
Mayor

ATTEST:

Michelle Pitt
Tooele City Recorder

APPROVED AS TO FORM:

Roger Baker
Tooele City Attorney

TOOOELE COUNTY

Andy Welch, County Manager
Tooele County Council

ATTEST:

Tracy Shaw
Tooele County Clerk

APPROVED AS TO FORM:

Nathan Harris
Deputy Tooele County Attorney

TOOELE CITY CORPORATION

RESOLUTION 2024-33

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH MOUNTAIN HIGH ELECTRONICS, LLC FOR FURNISHING AND INSTALLATION OF AN 80-FOOT COMMUNICATION TOWER AND RELATED EMERGENCY COMMUNICATION EQUIPMENT FOR FIRE STATION NO. 3.

WHEREAS, Tooele City Fire Station No. 3 is currently under construction; and,

WHEREAS, a required element for the new fire station is the furnishing and installation of an 80-foot communication tower and associated emergency communication equipment; and,

WHEREAS, the City desires to retain the services of Mountain High Electronics, LLC based upon their qualifications, familiarity with the City's emergency communication systems and needs, and having provided similar services on other City projects including the Tooele City Police Station; and,

WHEREAS, as a specialty contractor, the agreement (attached as Exhibit A) does not require competitive bidding under Utah law, but is subject to Tooele City procurement policies; and,

WHEREAS, Mountain High Electronics, LLC has submitted a cost proposal of One Hundred Fourteen Thousand Dollars (\$114,000.00) in compliance with Tooele City procurement policies; and,

WHEREAS, the City Administration recommends entering into an agreement with Mountain High Electronics, LLC for the services related to the furnishing and installation of the 80-foot communication tower and related emergency communication equipment for Fire Station No. 3:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Agreement (Exhibit A) with Mountain High Electronics, LLC, for the furnishing and installation of the 80-foot communication tower and related emergency communication equipment for Fire Station No. 3, is hereby approved, in the amount of One Hundred Fourteen Thousand dollars (\$114,000.00).

This Resolution is necessary for the health, safety, and general welfare of Tooele City's residents and businesses, and shall become effective immediately upon passage, without further publication, by authority of the Tooele City Charter.

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

EXHIBIT A

Mountain High Electronics, LLC Agreement
and Cost Proposal



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and MOUNTAIN HIGH ELECTRONICS, LLC of 3155 South Autumn Blaze Cove, West Valley City, Utah 84128, a limited liability corporation, (hereinafter “Contractor”) enter into this Agreement on the day of _____, 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). The Contractor shall provide the following services to the City:

Furnish and Installation of a 80-foot tall Rohn self supporting tower and for related radio and communications equipment and services for Fire Station No. 3, as outlined in the attached Proposal dated April 12, 2024 (Exhibit A).
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 One Hundred Fourteen Thousand Dollars (\$114,000.00) 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 December 30, 2024.
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. If Contractor is a sole proprietor, Contractor shall purchase and maintain workers compensation insurance or obtain an exclusion from Workers Compensation Fund of Utah. 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

MOUNTAIN HIGH ELECTRONICS

Debra E. Winn, Tooele City Mayor

Signature

Print Name/Title:_____

Attest:

Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

Roger Evans Baker, Tooele City Attorney
(Revised 4/12/2024)



**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



Mountain High Electronics LLC

Estimate No: 121
 Date: 04/12/2024
 For: Tooele City Fire Dept.
 tfdmatt@gmail.com, paulh@tooelecit.gov

Estimate

3155 So. Autumn Blaze Cove
 West Valley City, Utah 84128
 mountainhighelectronics@gmail.com
 435-830-6114

Ship To:

Tracking No
 Ship Via
 FOB

Description	Quantity	Rate	Amount
*** Updated***Tooele City fire station communications estimate	1	\$0.00	\$0.00

Description	Quantity	Rate	Amount
This estimate contains the following parts/ supplies:	1	\$76,985.00	\$76,985.00
Cut in speakers High powered speakers for bay's and outside Speaker controls in wall Speko audio control for paging system Speaker wire Lmr 400 lmr 600 lmr connectors lmr ground kits rg 58 coax rg 58 connectors Pager radio Pager vhf antenna Multiple antenna's for the 700 system Cement tube Cement rebar Dirt, sand and rock for tower drainage Ground rods for tower grounding J hooks Bulk head connectors Wall mounts Cut in box's 2 gang Cut in box's 4 gang Tower grounding kit Metal stud inserts Cat 6 cat 6 connections Tie wraps Connection box's entry port and weather boots Ground wire, bus/ ground bar Poly phasers (lightning protection) Flex conduit outdoor cat 6 wire, Ice bridge with cement for ice bridge Wall mount rack tower anti climb tower antenna mounts tower clamps 80 foot rohn self supporting tower with shipping(upgraded model per Cheif McCoy). Rental equipment, crane service and shipping			
Parts Subtotal			\$76,985.00

Description	Quantity	Rate	Amount
Labor: Erect the tower and install all antenna's and necessary equipment on the tower including mounts, cables, antenna's, ground kits and tower grounding. Install the ice bridge/ cable tray and run the cables down the tower and into the building. Split off cables to designated rooms and secure with bulkhead connectors. Program the pager radio and install to overhead speakers. install the volume control in the walls and run wire to them. Route the cables along the ceiling using j hooks. Install all speakers in bays, rooms and outside and in the bay. Run all wires down to the bulkhead connections and hook up connectors. Test all connections Labor x 4 men	1	\$30,015.00	\$30,015.00
Labor Subtotal			\$30,015.00
Subtotal			\$107,000.00
TAX 0%			\$0.00
Shipping			\$7,000.00
Total			\$114,000.00
Total			\$114,000.00

Notes

This tower may need lighting because of the air med base proximity.

If so that will be above the cost of this estimate!



TOOELE CITY CORPORATION

RESOLUTION 2024-35

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH CACHE VALLEY ELECTRIC FOR THE INSTALLATION OF A TRAFFIC SIGNAL SYSTEM AT THE INTERSECTION OF 1000 NORTH STREET AND 100 EAST STREET.

WHEREAS, the intersection of 1000 North Street and 100 East Streets warrants a traffic signal according to Utah Department of Transportation warrant standards; and,

WHEREAS, the City solicited bids pursuant to the City's procurement policies, but rejected the single big received as far exceeding anticipated costs; and,

WHEREAS, the City desires to enter into an agreement with Cache Valley Electric, a state-approved traffic signal contractor, for installation of the signal system, obviating the need for further competitive bidding under the City's procurement policies; and,

WHEREAS, Cache Valley Electric will install the traffic signal system to Tooele City and UDOT standards for the sum of \$158,840:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the agreement (see Exhibit A) with Cache Valley Electric, for traffic signal installation, is hereby approved in the amount of \$158,840.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

Exhibit A

Cache Valley Electric Agreement



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and **Cache Valley Electric Company** of **1338 S. Gustin Rd. Salt Lake City, Utah 84104**, a corporation, (hereinafter “Contractor”) enter into this Agreement on the **2nd day of May, 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). The Contractor shall provide the following services to the City:

See attached Proposal/Contract for the 1000 North 100 East Traffic Signal Installation – Attachment 1
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 **\$158,840.00** 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 **August 31, 2024**.
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. Winn, Tooele City Mayor

Signature

Print Name/Title:_____

Attest:

Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

Roger Evans Baker, Tooele City Attorney
(Revised 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



Signal & Utility Division
 1338 S. Gustin Rd.
 Salt Lake City UT 84104
 (801) 908-6666

Proposal / Contract

Date: 4/10/24

To: Prime Bidders

Project: Tooele City 1000 North 100 East

Job Specifications and Price (if unit prices are quoted, units will be measured on completion and invoiced at these rates).

Proposal:

<u>Item #</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total</u>
1-20	Traffic Signal System	1 LS	XXX	\$140,315.00
1-21	ITS	1 LS	XXX	\$18,525.00
			Total:	\$158,840.00

Clarifications:

- Pricing is all inclusive; items cannot be split apart without approval.
- Traffic control, flagging, permits, bond and survey are excluded.
- Utility fees are also excluded.
- Power source conduit installation to existing power source per addendum 1 is included.
- Restoration of landscape and flat work by general contractor.

Please call if there are questions.

Pricing is good for 30 days. We hereby propose to furnish labor and materials - complete in accordance with the specifications. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above this estimate.

THIS PROPOSAL IS EXCLUSIVE OF ANY PREMIUM TIME (OVERTIME) LABOR COSTS; e.g., SATURDAY, SUNDAY OR NIGHT WORK.

Cache Valley Electric By: Mike Maero 801-870-4925 Date: April 10, 2024	The undersigned hereby accepts this proposal including all terms and conditions thereof: Accepted by: Company Name: Title: Date:
If this bid is accepted, please sign and return.	



Contract # 239602

STATE OF UTAH CONTRACT 43299

1. This agreement is between the following agency of the State of Utah: UDOT

DEPARTMENT OF TRANSPORTATION 810 Procurement /Central Maintenance
to be referred to as STATE, and the following supplier to be referred to as CONTRACTOR:

Table with 4 columns: Field, Contractor Name, Contact Person, and Value. Rows include Company, Address, City, State, Zip, Phone Number, E-mail address, Vendor Code, and Commodity Code(s).

LEGAL STATUS OF CONTRACTOR:

Options for legal status: Sole Proprietor, Non-Profit Corporation, For Profit Corporation, Partnership, LLC.

2. CONTRACT TYPE & PURPOSE:

Options for contract type: Requirements, Multiple Award, Firm Fixed Price, Other.

To provide: Install Upgrade or Repair Traffic Control Systems.

3. PROCUREMENT: This contract is entered into as a result of the Procurement process on Bid # UDOT230294CN
PSO Requisition #: 2023-0295 FY: 2023

4. CONTRACT PERIOD: Effective date: 6/1/2023 Termination date: 5/31/2028
Contract will expire on this date unless terminated early.

5. CONTRACT COSTS:

- 6. ATTACHMENT A: Terms and Conditions for Goods
ATTACHMENT B: Scope of Work
ATTACHMENT C: Cost Sheet
ATTACHMENT D:

Any conflicts between Attachment A and other attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

- A. All other governmental laws, regulations or actions applicable to the goods and/or services authorized by this contract.
B. Utah State Procurement Code, Procurement Rules and Contractor's responses to Bid#UDOT230294CN, dated 05/12/2023.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

Eric Ward

[Signature]

Contractor's Signature

UDOT Procurement Services

Cache Valley Electric

[Signature]

Contractor's Business Name

UDOT Director of Operations

V.P

[Signature]

Title

Contract Administrator
Comptrollers Office

Cody Nelson 801-965-4063 codybnelson@utah.gov
Agency Contact Person Phone Number E-mail address

Adam Lough 801 718 4326 alough@utah.gov
Division Contact Person Phone Number E-mail address

TOOELE CITY CORPORATION

RESOLUTION 2024-36

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH J-U-B ENGINEERS FOR THE CITY SALT STORAGE BUILDING DESIGN.

WHEREAS, Tooele City applies salt to City roads in winter snow and ice conditions, and shares a salt shed with the State of Utah; and,

WHEREAS, for efficient road maintenance purposes, the City desires to build its own salt shed building; and,

WHEREAS, the Public Works Department has utilized the building design services of J-U-B Engineers on a number of projects, and the City Administration recommends the firm for design of the new salt shed building; and,

WHEREAS, J-U-B has submitted a cost proposal for its design services of \$66,400 (see the agreement and scope of work attached as Exhibit A); and,

WHEREAS, the City Code requires all claims against the City over \$30,000 to be approved by the City Council; and,

WHEREAS, in general, agreements for engineering design services do not require competitive bidding under Utah law:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the agreement (Exhibit A) with J-U-B Engineers for the new salt shed building design is hereby approved.

This Resolution is in the best interest of the health, safety, and general welfare of Tooele City and its residents and visitors, and shall become effective immediately upon passage, without further publication, by authority of the Tooele City Charter.

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

Exhibit A

J-U-B Engineers Agreement



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and JUB Engineers, Inc of 466 North 900 West Kaysville, UT 84037 , a company, (hereinafter “Contractor”) enter into this Agreement on the **May 2, 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). The Contractor shall provide the following services to the City:

**See attached agreement for professional services Attachment 1
Tooele Salt Shed**

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 **\$66,400** 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 **December 1, 2024**.
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
 - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$250,000.
 - b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage to the extent caused by any breach of contract, or any negligent, reckless or intentional act or omission of Contractor or its agents in performance of this Agreement.
 - c. Contractor Workers Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. If Contractor is a sole proprietor, Contractor shall purchase and maintain workers compensation insurance or obtain an exclusion from Workers Compensation Fund of Utah.

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

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

TOOELE CITY CORPORATION

CONTRACTOR

Debra E. Winn, Tooele City Mayor

Signature
Print Name/Title: _____

Attest:

Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

Roger Evans Baker, Tooele City Attorney



**UTAH RETIREMENT SYSTEMS
POST-EMPLOYMENT/POST-RETIREMENT
RESTRICTIONS ACT CERTIFICATION & RELEASE**

Tooele City is a Utah Retirement System (URS) participating agency. As a participating agency, post-retirement employment/vendor/contractor rules apply. Post-retirement employment means returning to work either on our payroll or as a vendor/contractor for a URS participating employer following your retirement date with the Utah Retirement Systems. Different standards apply depending on whether you return to work within one year or after one year from your retirement date with URS.

You must separate from employment (including part-time and vendor/contractor arrangements) with any participating employer for one year following your retirement date with URS, unless eligible exclusions apply.

You are responsible for understanding post-retirement employment rules and ensuring there is no violation of such rules by providing services to Tooele City Corporation. **If you have any questions, call the URS office at 801-366-7770 or 800-695-4877 before you begin any work for or provide any services to Tooele City.**

CHECK APPLICABLE BOX:

- Contractor (a sole proprietor) certifies that he or she is NOT a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.
- Contractor (on behalf of a partnership, LLC, company, or corporation) certifies that NO officer or principal is a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.
- Contractor certifies that following contractor(s), officer(s) or principal(s) of the business ARE Utah State Retirement Systems (URS) retiree(s). Contractor further certifies that the URS office has been properly notified of post-retirement reemployment of such individuals. Contractor assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and or/penalties that may occur at any time in the future if found to be in violation. URS Retirees:

Name: _____ Social Security Number: _____

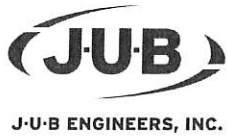
Name: _____ Social Security Number: _____

[State law requires that the City, through Human Resources, provide such information to URS.]

As a condition of doing business with Tooele City, you hereby accept responsibility and waive all claims of joint liability against Tooele City for any violations of the URS post-retirement re-employment/vendor/contractor rules.

Contractor Signature

Date



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

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

PROJECT NAME: Tooele Salt Shed

CLIENT: Tooele City Corporation

J-U-B PROJECT NUMBER: 83-24-015

TYPE OF SERVICE: Municipal

ATTACHMENT TO:

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

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 PROJECT UNDERSTANDING

Tooele City (CLIENT) is seeking design engineering services for a Salt Shed located on Parcel Number 02-087-0-0012 located within Tooele City and owned by Tooele City. The property is located west of the intersection of 1000 West and Rogers St. The proposed salt shed site will include a 60-foot by 60-foot prefabricated metal building with concrete foundation and concrete apron. Site improvements will also include a 20-foot access road for a future well, electrical for site lighting, electric gates and service for block heaters for four trucks.

The scope of work includes site civil design, geotechnical engineering and electrical design elements. The work breakdown split between J-U-B and subconsultants is generally described below. All subconsultants are managed under J-U-B's contract and their fees are included in this scope of work.

- Overall Project Management: J-U-B
- Site Civil: J-U-B
- Structural: J-U-B
- Electrical: Heath Engineering
- Geotechnical Engineering: Terracon

PART 2 SCOPE OF SERVICES BY J-U-B

J-U-B's Engineering Design Services under this Agreement are identified and delineated below. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT unless otherwise mutually agreed to as Additional Services.

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

2.1 TASK 010 - PROJECT MANAGEMENT

1. Project set up.
2. Attend in-person kick-off meeting.
3. Prepare invoices and submit to the CLIENT on a monthly basis. Includes a summary of and will reflect work accomplished during the billing period.

4. Ongoing project management and project coordination to track scope, schedule, and budget.
5. Project closeout - Prepare paper and electronic archive, close financial billing and account records.

2.2 TASK 020 – TOPOGRAPHIC SURVEY

1. J-U-B will provide a design level topographic survey for the yet to be determined site of the new sandbag shed. Survey will include detailed topographic survey of the site and surrounding area sufficient to layout and design the new shed and immediately adjacent site. It will also include surveying any easily identifiable property boundary features.
2. J-U-B will prepare a base map with surveyed data and any property documents provided by Tooele City.

Assumptions:

1. All right-of-way/property is owned by Tooele City.
2. No formal boundary survey or deed research will be required.
3. Tooele City will provide existing right-of-way documents (subdivision plats, deeds, etc.) as required.

Deliverables:

1. Existing base map.

2.3 TASK 030 – GEOTECHNICAL SERVICES

1. J-U-B will procure a sub-consultant for geotechnical services for the Salt Shed and parking lot.
2. Geotechnical sub scope of work is as follows:
 - a. Mobilization and work to acquire up to two soil borings.
 - b. Testing and development of a report to determine and communicate the bearing capacity of the existing soils required for structural design.

2.4 TASK 040 – ELECTRICAL ENGINEERING

1. J-U-B will procure a sub-consultant for electrical engineering services for the Salt Shed and parking lot.
2. Electrical sub scope of work is as follows:
 - a. Design site power to include 480V service adequate to supply 1000HP. This will include switchgear with pull section, metering section, main breaker, site breaker, and ready to accommodate a large breaker for the 1000HP motor. Note that up to 400HP would not require switchgear. 500HP+ does.
 - b. Coordinate site power with utility for transformer location, primary and secondary power needs.
 - c. Design new grounding system for the electrical system and service.
 - d. Design a transformer and sub-panel for the site for 120/208V Loads.
 - e. Design site lighting and lighting within the salt shed. Design with corrosion considerations.
 - f. Design convenience receptacles.
 - g. Design for power and controls for two electric operated slide gates. Coordinate with your office in the selection of a model as basis of design. Coordination with J-U-B and the owner for compatible access – badge / FOB / keypad.
 - h. Design service receptacles for block heaters for 4 parking spots at 120V, 16A loads.

- i. Attend one design review meeting.

2.5 TASK 050 – DESIGN PHASE SERVICES

A. Subtask 001: 30% Design Development

1. Prepare 30 percent layout drawings for CLIENT review and approval showing key features and location of the salt shed structure, parking lot and access road. Key features include building footprint, door sizes, foundation, sections, and elevations as needed for bid documents.
2. Prepare a list of anticipated technical specification sections.
3. Submit the 30 percent design to the CLIENT.
4. Participate in a design review meeting with the CLIENT.
5. Address the CLIENT review comments.

Assumptions:

1. The salt shed structure will be a pre-engineered metal building (PEMB) and will be designed by others.
2. Standard city specifications are available to use for this project. (APWA standard specifications would also be acceptable)

Deliverables:

1. 30% Design Drawings
 - a. Specification Section List
 - b. 30% Design Review Virtual Meeting

B. Subtask 002: 90% Design Development and Final Design

1. Prepare 90 percent review documents of plans and technical specifications for CLIENT review and approval. This includes preparation of a bid schedule and measurement and payment information.
2. Prepare an engineer's opinion of probable cost.
3. Attend 90% design review virtual meeting with CLIENT and address the CLIENT review comments.
4. Prepare final plans and specifications for use in bidding.

Assumptions:

1. The 90% design will be a continuation from the 30% design, with CLIENT comments addressed, without any large modifications to the design assumptions.
2. J-U-B will prepare a foundation design using preliminary design reactions. After a PEMB supplier is selected, the supplier will provide final loading reactions for the PEMB. The final foundation design will be a deferred submittal provided by the Contractor.
3. Standard city specifications are available to use for this project. (APWA standard specifications would also be acceptable).
4. CLIENT will prepare front end bidding documents and incorporate the plans and technical specifications into a biddable package.

Deliverables:

1. 90% documents and submit plans and technical specifications to CLIENT for approval.
2. Engineering Opinion of Probable Cost
3. Technical Specifications

4. Prepare final plans, technical specifications, bid schedule, measurement and payment, and Engineering Opinion of Probable Cost.

PART 3 CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

CLIENT-Provided Work - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:

1. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Service.

BASIS OF FEE AND SCHEDULE OF SERVICES

1. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
 - a. For Time and Materials fees (Not-to-exceed without written consent from CLIENT);
 - b. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates at the time the work is completed in accordance with the Fee Schedule included in Exhibit B (updated annually in January).
2. All Subconsultant Expenses shall be reimbursable times a multiplier of 1.1.
3. CLIENT acknowledges that the J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control.
4. The following table summarizes the fees for the services identified in PART 2.

Task Number	Task Name	Time and Materials Fee (Ceiling Amount Shown)	Schedule
100	Project Management	\$5,900	April 29, 2024 – Oct 15, 2024
200	Topographic Survey	\$5,000	April 29, 2024 – May 17, 2024
300	Geotechnical Engineering	\$9,400	April 29, 2024 – May 31, 2024
400	Electrical Engineering (Heath Engineering)	\$9,800	April 29, 2024 – Oct 15, 2024
500	Design Phase Services	\$36,300	April 29, 2024 – Oct 15, 2024*
TOTAL FEE		\$66,400	

*Schedule is dependent on availability of PEMB supplier to provide required data to progress the design to final.

TOOELE CITY CORPORATION

RESOLUTION 2024-41

A RESOLUTION OF THE TOOELE CITY COUNCIL AMENDING THE TOOELE CITY FEE SCHEDULE REGARDING FEES AT THE WATER RECLAMATION FACILITY.

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 Water Reclamation Facility, and requires that all dumping of septic tank waste and holding tank waste be dumped at the Facility in compliance with rules for safe dumping and public health and Facility security, and that said waste not be dumped at RV dumps collecting waste to the Facility; and,

WHEREAS, the current fee schedule for septic and holding waste is as follows: “Users who discharge septic and holding tank waste into the POTW shall pay \$25 for any amount up to 1,000 gallons discharged, and an additional \$30 for each additional 1,000 gallons or fraction thereof”; and,

WHEREAS, the City Administration recommends reducing the dump fee for smaller quantities of wastewater in order to incentivize proper and compliant dumping, with the following revised language: “Users who discharge septic and holding tank waste into the POTW shall pay \$5 per 200 gallons discharged, rounded up to the next \$5 increment, \$25 for any amount up to up to 1,000 gallons discharged, and an additional \$30 for each additional 1,000 gallons or fraction thereof. By way of illustrations: dumping of the first 200 gallons would be \$5, and dumping 201 gallons would be \$10; dumping of the first 1,000 gallons would be \$25, and dumping of 1,001 gallons would be \$55”; and,

WHEREAS, the recommended fees are shown in the attached Exhibit A:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Tooele City Fee Schedule is hereby amended to include a revised Water Reclamation Facility wastewater dumping fee, as indicated above.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

TOOELE CITY CORPORATION

RESOLUTION 2024-39

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH JENSEN FAMILY LANDSCAPE LLC FOR TOOELE CITY HALL LANDSCAPE PROJECT.

WHEREAS, the State of Utah and the City of Tooele recognize and acknowledge that culinary water is an ever more precious finite resource, with increasing pressure and strain caused by development and by inefficient water usage; and,

WHEREAS, the City Administration and City Council desire to demonstrate to the public through the Tooele City Hall Landscape Project how low-water landscaping can replace turf grass for public and private landscaping with attractive yet low-water plantings; and,

WHEREAS, the State of Utah has appropriated funds to incentivize the conversion of certain public green spaces from turf grass to low-water landscaping; and,

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

WHEREAS, Jensen Family Landscape LLC submitted the lowest responsible responsive bid, with a total bid amount of \$88,500 (see the bid results attached as Exhibit A); and,

WHEREAS, the proposed agreement with Jensen Family Landscape LLC is attached as Exhibit B:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL the City Council hereby approves an agreement (Exhibit B) with Jensen Family Landscape LLC for the Tooele City Hall Landscape Project, in the amount of \$88,500, and hereby authorizes the Mayor to execute the agreement.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

Exhibit A

Bid Results

City Hall Landscaping Project, Bid Results

CONTRACTOR	BID AMOUNT
Jensen Family Landscaping	\$88,500.00
England Construction	\$178,000.00
Broken Arrow Construction	\$138,263.00
Greenland Landscaping	\$90,823.00

Exhibit B

Agreement



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and JENSEN FAMILY LANDSCAPE, LLC of 5373 N. Oswego Road, Erda, UT 84074, a limited liability company (hereinafter “Contractor”) enter into this Agreement on the ____ day of _____, 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). The Contractor shall provide the following services to the City for the **Tooele City Hall Landscape Project:**

Removal of approximately 7,500 square feet of sod, and the furnish and installation of drought tolerant landscape within the same area consisting of gravel mulch, river rock cobble and boulders; plants and shrubs; concrete patio, walkway and landscape strips; pavers and base; picnic table and planter pots; a new irrigation system, complete, and related appurtenances all of which are part of the Tooele City Hall Landscape Project. **The Contractor is responsible to field verify all dimensions as this project is bid as a “Total Cost Contract.”**

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 Eighty Eight Thousand Five Hundred Dollars (\$88,500.00) 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 **June 30, 2024.**
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
 - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$250,000.
 - b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any act or omission of Contractor or its agents in performance of this Agreement.
 - c. Contractor Workers Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. If Contractor is a sole proprietor, Contractor shall purchase and maintain workers compensation insurance or obtain an exclusion from Workers Compensation Fund of Utah.
 - d. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance and workers compensation insurance or exclusion to the City within ten (10)

days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence of insurance.

- e. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.
 - f. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.
7. Business License. Contractor shall obtain a Tooele City business license as required by Tooele City Code §5-1-1 *et seq.*
8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.

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

TOOELE CITY CORPORATION

JENSEN FAMILY LANDSCAPE

Debra E. Winn, Tooele City Mayor

Michael R. Jensen, Principal Owner

Attest:

Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

Roger Evans Baker, Tooele City Attorney



**UTAH RETIREMENT SYSTEMS
POST-EMPLOYMENT/POST-RETIREMENT
RESTRICTIONS ACT CERTIFICATION
& RELEASE**

Tooele City is a Utah Retirement System (URS) participating agency. As a participating agency, post-retirement employment/vendor/contractor rules apply. Post-retirement employment means returning to work either on our payroll or as a vendor/contractor for a URS participating employer following your retirement date with the Utah Retirement Systems. Different standards apply depending on whether you return to work within one year or after one year from your retirement date with URS.

You must separate from employment (including part-time and vendor/contractor arrangements) with any participating employer for one year following your retirement date with URS, unless eligible exclusions apply.

You are responsible for understanding post-retirement employment rules and ensuring there is no violation of such rules by providing services to Tooele City Corporation. **If you have any questions, call the URS office at 801-366-7770 or 800-695-4877 before you begin any work for or provide any services to Tooele City.**

CHECK APPLICABLE BOX:

- Contractor (a sole proprietor) certifies that he or she is NOT a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.
- Contractor (on behalf of a partnership, LLC, company, or corporation) certifies that NO officer or principal is a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.
- Contractor certifies that following contractor(s), officer(s) or principal(s) of the business ARE Utah State Retirement Systems (URS) retiree(s). Contractor further certifies that the URS office has been properly notified of post-retirement reemployment of such individuals. Contractor assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and or/penalties that may occur at any time in the future if found to be in violation. URS Retirees:

Name: _____ Social Security Number: _____

Name: _____ Social Security Number: _____

[State law requires that the City, through Human Resources, provide such information to URS.]

As a condition of doing business with Tooele City, you hereby accept responsibility and waive all claims of joint liability against Tooele City for any violations of the URS post-retirement re-employment/vendor/contractor rules.

Contractor Signature

Date

TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE

04/09/24

DESCRIPTION OF EXPENDITURE:

VENDOR: IWORQ

10,902.00

COMMUNITY DEVELOPMENT PACKAGE W/BUSINESS LICENSE & REPORTS

REVENUE LINE ITEM:	ACCOUNT NUMBER	CURRENT BUDGET	RECEIPTS TO DATE	ADDITIONAL FUNDING	TOTAL FUNDING
					0.00

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
SPECIAL PROJECTS	41 4620 615000	186,339.00	29,875.00	30,000.00	126,464.00
TOTAL:				30,000.00	

REQUESTED IS/Andrew Agard
DEPARTMENT HEAD

REVIEWED Shannon Wimmer
FINANCE DIRECTOR

APPROVED Debra G. Williams
MAYOR

APPROVED _____
COUNCIL CHAIRMAN



P.O. Box 3784
 Logan, UT 84323
 USA



INVOICE

Invoice Number: 203252

Invoice Date: 04/01/2024

Account Number: 2637

Phone: (435) 755-5126

Fax: (435) 379-3243

Bill To:
TOOELE CITY, UT ATTN: CRYSTAL HUNTSMAN 90 N MAIN ST TOOELE, UT 84074

Description:
Period: April 2024 - March 2025

Customer ID	Customer PO	Payment Terms	
TOOELE CITY, UT		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Courier		05/01/2024

Quantity	Item	Unit Price	Amount
1	Community Development Package (Enterprise Package) - Permit Management, Portal Home, Online credit/debit card processing	\$12,000.00	\$12,000.00
1	Permit Management - Planning and Zoning	\$5,000.00	\$5,000.00
1	Business License Management - Community Development	\$10,000.00	\$10,000.00
1	Additional Letters/Forms - Community Development	\$1,500.00	\$1,500.00
1	- Additional Scheduled Reports - Community Development	\$1,500.00	\$1,500.00
	iWorQ Systems Internet Software Management and Support April 2024 - March 2025		

Check/Credit Memo No:	Total Invoice Amount	\$30,000.00
	Outstanding Balance	\$0.00
	Total Payments Applied	\$0.00
	Credit Applied	
	TOTAL	\$30,000.00

Payment for invoice may be paid online via credit card at <http://payments.iworq.net>

Please contact Billing@iworq.com to update BILL TO information. Thank you.

ENDORSE # 10902

PO. # _____

DEPT. # 41-4620-615000

DATE _____

AMOUNT _____

SIGNATURE: Debra E. Wa

4-10-2024

**TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE**

04/18/24

DESCRIPTION OF EXPENDITURE:

VENDOR: FERGUSON

V# 00500

RETROSETTERS TO MODIFY METER SETTERS TO BRING THEM IN TO COMPLIANCE AND FIT NEW METERS

REVENUE LINE ITEM:	ACCOUNT NUMBER	CURRENT BUDGET	RECEIPTS TO DATE	ADDITIONAL FUNDING	TOTAL FUNDING
					0.00

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
OPERATION & MAINTENANCE	51 5100 252000	446,500.00	322,193.00	43,750.00	80,557.00
TOTAL:				43,750.00	

REQUESTED Amie Snardere
DEPARTMENT HEAD

REVIEWED Sharon Wimmer
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN



REQUEST FOR PURCHASE ORDER
PUBLIC WORKS DEPARTMENT

DIVISION: Water Department

Vendor: Ferguson Vendor #: 10500
Account #: 51-5100-252000 Date: 04/11/2024
Amount: \$ \$43750.00 Signature: [Signature]

Item(s) Description: 3/4 and 1 inch retro-setters.

Reason for Purchase: To modify the old meter setters to bring them into compliance and fit the new meters.

Approval:

Signature _____ PO#: _____

WHEN APPROVED PLEASE FORWARD THE APPROVAL TO:

Chris Johnson 435-241-2176

NOTES:



FERGUSON WATERWORKS
 1492 SOUTH 4450 WEST
 SALT LAKE CITY, UT 84104-5022

Phone: 801-956-3600
 Fax: 801-956-2001

Deliver To: 110619
From: Max Long
Comments:

09:46:47 APR 10 2024

Page 1 of 1

FERGUSON WATERWORKS #1616

Price Quotation

Phone: 801-956-3600

Fax: 801-956-2001

Bid No: B199426
 Bid Date: 04/10/24
 Quoted By: MBL

Cust Phone: 435-843-2137
 Terms: NET 10TH PROX

Customer: TOOELE CITY CORP
 90 NORTH MAIN STREET
 TOOELE, UT 84074

Ship To: TOOELE CITY CORP
 90 NORTH MAIN STREET
 TOOELE, UT 84074

Cust PO#: RETRO SETTERS

Job Name: STOCK

Item	Description	Quantity	Net Price	UM	Total
FRETRO2CVBHHNL	LF RETRO-2CVBHH-NL RETROSETTER	100	223.000	EA	22300.00
FRETRO4CVB3HHNL	LF RETRO-4CVB3HH-NL RETROSETTER	50	429.000	EA	21450.00
Net Total:					\$43750.00
Tax:					\$0.00
Freight:					\$0.00
Total:					\$43750.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
 Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

VENDOR #	00500
P.O.#	
DEPT.#	51-5100-252000
DATE	04/11/2024
AMOUNT	\$43750.00
SIGNATURE	



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=1616&on=44246>

**TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE**

04/18/24

DESCRIPTION OF EXPENDITURE:

VENDOR: UDOT

V# 06492

TRAFFIC SIGNAL ITEMS FOR 1000 N 100 E

REVENUE LINE ITEM:	ACCOUNT NUMBER	CURRENT BUDGET	RECEIPTS TO DATE	ADDITIONAL FUNDING	TOTAL FUNDING
					0.00

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
CURRENT YEAR ROAD IMPROVEMENT	78 4415 731800	1,435,000.00	1,097,502.00	113,541.00	223,957.00
TOTAL:				113,541.00	

REQUESTED K. Jamie Grandpre
DEPARTMENT HEAD

REVIEWED Sharon Wimmer
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN



REQUEST FOR PURCHASE ORDER
PUBLIC WORKS DEPARTMENT

DIVISION: PW

Vendor: UDOT Vendor #: 010492
Account #: 78-4415-731800 Date: 4/5/24
Amount: \$ 113,541.40 Signature: [Signature]

Item(s) Description: Traffic signal quote

Reason for Purchase: State contract Traffic Signal PARTS
Road C funds.

Approval:
Signature _____ PO#: _____

WHEN APPROVED PLEASE FORWARD THE APPROVAL TO:

NOTES: *Mayor Winn mentioned to send to Michelle for council ratification

State Furnished Materials - SIGNALS

** [CLICK HERE](#) to Check the UDOT Website for Most Recent Version of Order Form

** [CLICK HERE](#) for Catalog of all Signal State Furnished Materials

Project & Accounting Information		UDOT Contacts		Notification & Pickup	
PIN #		R.E. Jesse Swetten		Notify: Tococe City - Jamie Grandpre	
Date		Phone		Phone: 435-843-2148	
Project #		Email: jswetten@utah.gov		Email: jammed@tococecity.gov	
Project Name	<name>	UDOT P.M.:	<name>	Pickup: TBD - Out to Bid Currently	
Signal Location	<location>	Phone		Phone	
Unit (Org)		Email		Email	
Appropr		ITS P.M.:	<name>		
Object Code		Phone			
Activity		Email			
Function					
Program # (CID)					
Phase					
		Special Orders			
		<input type="checkbox"/>	Powder Coat Finish Poles (check the box)		
		Color			
		<input type="checkbox"/>	Order Contains Non-Stock Items		
		<input type="checkbox"/>	Order Exceeds "Reorder Threshold" of Item(s)		
Optional Items (check one box)					
<input type="checkbox"/>	Notify Only When FULL Order Ready				
<input type="checkbox"/>	Notify as Individual Items are Available				
<input type="checkbox"/>	Date Needed?				
SPECIAL NOTES				ORDER TOTAL:	
				\$113,541.40	

SUBMIT SIGNAL ORDERS TO THE REGION SIGNAL ENGINEER AND TO sitematerials@utah.gov

ORDER INSTRUCTIONS

1. Pricing shown on forms is from the current State Contract. Actual FINET pricing will be an average cost based on when the stock was ordered and the price at that time.
2. Quantities for rows highlighted in LIGHT BLUE or LIGHT ORANGE in the order form are populated automatically. If desired, these auto-calculated quantities may be over-written by the user.
3. Notification of the order being ready will be sent via Email to the Notification & Pickup person(s) indicated above, and will reference the SRQ, PIN, and Project Name as shown above.
4. **Pickup Person is required to schedule pickup within 14 days of order fulfillment notification. If not done, the items will be returned to warehouse stock
5. Commodity codes are only required for items actually being stocked in the warehouse. Contact Tracie Montiano to arrange for new commodity codes.
6. For any order which exceeds the "Reorder Threshold" value for an item, the user will be required to order that item directly from the vendor.
7. Non-stock materials should be ordered through the Project Manager.

STATE FURNISHED MATERIALS - SIGNALS

* Submit signatures to the Region Signals Engineer and submit additional copies to the UDOT Project Manager

	Comm. Code	Description	Order Form Notes	Vendor Model #	Unit	Order Qty	Unit Price	Amount
Traffic Signal Steel	55085000401	Type A Mast Arm Signal Pole (30' to 55')		--	EA	4	\$5,843	\$23,372.00
	55085000412	35' Curved Mast Arm	For Type A or Type DC Mast Arm Signal Poles only	--	EA	1	\$3,791	\$3,791.00
	55085000413	40' Curved Mast Arm	For Type A or Type DC Mast Arm Signal Poles only	--	EA	1	\$4,281	\$4,281.00
	5508500413H	Hardware Kit, 35/40' Curved Mast Arms		--	EA	2	\$29	\$58.00
	55085000415	50' Curved Mast Arm End Section	For Type A Mast Arm Signal Poles only	--	EA	1	\$4,341	\$4,341.00
	55085000416	55' Curved Mast Arm End Section	For Type A Mast Arm Signal Poles only	--	EA	1	\$4,566	\$4,566.00
	55085000417	50/55' Curved Mast Arm Base Section		--	EA	2	\$4,095	\$8,190.00
	5508500415H	Hardware Kit, 50' Curved Mast Arm		--	EA	1	\$46	\$46.00
	5508500417H	Hardware Kit, 55' Curved Mast Arm		--	EA	1	\$50	\$50.00
	5508500401H	Hardware Kit (HH Covers), Type A, B, C, DC, or DS Poles	2 kits required for Dual-Arm Poles	--	EA	4	\$181	\$724.00
55085000485	Vibration Mitigator	Required for all 45 ft or longer mast arms	J276848	EA	2	\$1,400	\$2,800.00	
55085000441	5'6" Traffic/Pedestrian Signal Pole		--	EA	1	\$468	\$468.00	
55085000456	Breakaway Base, Traffic/Pedestrian Signal Pole		--	EA	1	\$420	\$420.00	
5508500445H	Hardware Kit, Traffic/Pedestrian Signal Pole		--	EA	1	\$129	\$129.00	
Street Lighting	55085000476	40' Luminaire Extension / Type A/DC Mast Pole (17'-6")	Achieves 40' luminaire height on Type A/DC Mast Arm Signal Poles	--	EA	4	\$1,924	\$7,696.00
	5508500472H	Hardware Kit, Signal Pole Luminaire Extension	Hardware to connect the Luminaire Extension to the signal pole and hardware to attach a Luminaire Arm to the Luminaire Extension.	--	EA	4	\$15	\$60.00
	55085000465	18' Luminaire Arm		--	EA	4	\$966	\$3,864.00
	28576394503	LED Luminaire A, Type III, MV, PC	Equivalent to 120/240V, 250 W HPS	ERL1009C540EGRAYE ILX	EA	4	\$152	\$608.00
Anchor Bolts & Hardware	55085000378	1" Diameter x 36" Anchor Bolt w/ Hardware	Need 4 per each Highway Luminaire Pole and Ped Pole	--	EA	4	\$19	\$76.00
	55085000379	2" Diameter x 66" Anchor Bolt w/ Hardware	Need 4 per each Type A, Type B, Type DC, and Type DS Mast Arm Signal Pole. Need 6 per each Type C Mast Arm Signal Pole.	--	EA	16	\$166	\$2,656.00
Cabinets & Controllers	55081000444	Econolite Cobalt Controller / Type-1 NEMA, B&W, No Touch		COB1010011	EA	1	\$2,004	\$2,004.00
	55081000509	MMU-2 / EDI (Gades)	MMU is purchased separately from the cabinet assembly. Select as directed by Region Signal Engineer	MMU2-16LEip	EA	1	\$1,070	\$1,070.00
	55081000488	Econolite Cabinet Assembly, TS-2 Size 6	Does not include MMU or Controller. Includes power supply. Buy 5 or more to see 3% discount.	--	EA	1	\$9,950	\$9,950.00
	55081000530	Electronic Lock Mechanism (Cyberlock)	Required ONLY for cabinets at NEW UDOT SIGNALS - rebuilds should transfer the old Cyberlock.	CL-TC1	EA	1	\$170	\$170.00
Radar Detection	55082000015	Advanca Sensor / Extended Range		SS-200E	EA	2	\$5,397	\$10,794.24
	55082000032	Matrix Stopbar Sensor		SS-225	EA	2	\$4,995	\$9,990.00
	55082000035	Matrix Snow Visor	Required for each new Matrix unit	101-0471	EA	2	\$127	\$253.24
	55082000080	Sensor Mount		SS-611	EA	4	\$236	\$943.88
	55082000043	100' Radar Cable w/ Connector		SS-704-100	EA	4	\$426	\$1,703.60
	55082000050	Buried Service Splicing Kit	Ura Seal Epoxy Canister. No contract, bid was empty.	CK-200-BSV	EA	4	\$14	\$56.00
55082000087	Arc6 with 4 Surge Cards		102-0416-2	EA	1	\$3,295	\$3,295.00	
Signal Heads & LEDs	55088380502	LED Module - Red Ball / 15Yr Warranty		TSL-12R-DT-A1	EA	8	\$32	\$256.00
	55088380504	LED Module - Yellow Ball / 15Yr Warranty		TSL-12Y-DT-A1	EA	8	\$35	\$278.40
	55088380506	LED Module - Green Ball / 15Yr Warranty		TSL-12G-DT-A1	EA	8	\$33	\$261.04
	55088370411	Polymer Signal Head / 3-Section	Signal Head Includes: Housing, Ball-Cap Visors, Backplate (with retroreflective tape). Order LED Modules and Mounts separately.	M56681 w/Tape	EA	8	\$351	\$2,808.00
	55088370306	Complete Astro-Brac Galaxy Assembly, 1-Way, Cable Mount, 3-Section	1-Section, 3-Section, PHB/HAWK. 46' long quassoted tube.	AG-0125-3-96-PNC	EA	8	\$189	\$1,512.00
								\$113,541.40

VENDOR # _____

P.O. # _____

DEPT. # 78-4415-731800

DATE 4/5/24

AMOUNT \$113,541.40

SIGNATURE Jami Wilson

127624

PERRY CONSTRUCTION INC.

17 E WINCHESTER ST STE 200
MURRAY, UT 84107
(801) 264-8800



VOID AFTER 120 DAYS

97-215/1243

4/25/2024

PAY TO THE
ORDER OF

CITY OF TOOELE

\$ **120,648.71

One Hundred Twenty Thousand Six Hundred Forty-Eight and 71/100*****
DOLLARS

CITY OF TOOELE
90 NORTH MAIN STREET
TOOELE, UT 84074

MEMO



THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS HERE. RED IMAGE DISAPPEARS WITH HEAT.

⑈ 127624 ⑈ ⑆ 124302150 ⑆ 153195096612 ⑈

PERRY CONSTRUCTION INC.

CITY OF TOOELE

127624

Date	Type	Reference	Original Amt.	Balance Due	4/25/2024 Discount	Payment
4/25/2024	Bill	3100 N UDOT TRAFFIC	120,648.71	120,648.71		120,648.71
					Check Amount	120,648.71

CASH-U.S. BANK

120,648.71

CITY OF TOOELE

127624

Date	Type	Reference	Original Amt.	Balance Due	4/25/2024 Discount	Payment
4/25/2024	Bill	3100 N UDOT TRAFFIC	120,648.71	120,648.71		120,648.71
					Check Amount	120,648.71

CASH-U.S. BANK

120,648.71

Tooele City

90 North Main St | Tooele | UT | 84074
Phone# 435-843-2130
Email publicworks@tooelecity.gov

Invoice



Date 4/23/24

Invoice To:

Perry Commercial
Attn: Jake Wilcox
Construction Superintendent
17 E Winchest St
Murray, Utah 84107

Purpose of Expense

Preorder Reimbursement Traffic Signal
Project Name: 3100 N SR 36

Date	Description	Materials	FEE	Total
24-Apr-24	UDOT SFM-SIGNALS			\$118,381.69
	UDOT SFM-ITS			\$767.02
	PW Admin Fee			\$1,500.00

"Other" expense detail:

[Handwritten signature]
[Handwritten signature]

SUBTOTAL \$120,648.71
Other
TOTAL \$120,648.71

Remittance to:

Tooele City Public Works
Jamie Grandpre, Public Works Director
90 N Main Street, Ste 101
Tooele UT 84074

(Additional Documentation attached)

State Furnished Materials - SIGNALS

[** CLICK HERE to Check the UDOT Website for Most Recent Version of Order Form](#)

[** CLICK HERE for Catalog of all Signal State Furnished Materials](#)

Project & Accounting Information	UDOT Contacts	Notification & Pickup
PIN #: _____ Date: 14-Mar-24 Project #: _____ Project Name: New Signal / Tooele Signal Location: 3100n-SR36 Unit (Org): _____ Approp: _____ Object Code: _____ Activity: _____ Function: _____ Program # (CID): _____ Phase: _____	R.E.: <name> Phone: _____ Email: _____ UDOT P.M.: <name> Phone: _____ Email: _____ ITS P.M.: <name> Phone: _____ Email: _____ Special Orders <input type="checkbox"/> Powder Coat Finish Poles (check the box) Color: _____ <input type="checkbox"/> Order Contains Non-Stock Items <input type="checkbox"/> Order Exceeds "Reorder Threshold" of Item(s)	Notify: PineTop (mwright) Phone: _____ Email: _____ Pickup: Oak Hollow Phone: _____ Email: _____ Contractor: <name> Phone: _____ Email: _____ Designer: <name> Phone: _____ Email: _____
Optional Items (check one box) <input type="checkbox"/> Notify Only When FULL Order Ready <input type="checkbox"/> Notify as Individual Items are Available <input type="checkbox"/> Date Needed? _____		Drop Ship Poles / Address (100 day Lead Time) Name: _____ Street: _____ City / State: _____
SPECIAL NOTES		ORDER TOTAL: \$118,381.69

(Version: 2024.01.25)

SUBMIT SIGNAL ORDERS TO THE REGION SIGNAL ENGINEER AND TO sfmaterials@utah.gov

ORDER INSTRUCTIONS:

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6. For any order which exceeds the "Reorder Threshold" value for an item, the user will be required to order that item directly from the vendor.
7. Non-stock materials should be ordered through the Project Manager.

State Furnished Materials - ITS

[** CLICK HERE to Check the UDOT Website for Most Recent Version of Order Form](#)

[** CLICK HERE for Catalog of all ITS State Furnished Materials](#)

Project & Accounting Information	UDOT Contacts	Notification & Pickup
PIN #: _____ Date: 14-Mar-24 Project #: _____ Project Name: New Traffic Signal / Tooele Signal Location: 3100n-SR36 Unit (Org): _____ Approp: _____ Object Code: _____ Activity: _____ Function: _____ Program # (CID): _____ Phase: _____	R.E.: <name> Phone: _____ Email: _____ UDOT P.M.: <name> Phone: _____ Email: _____ ITS P.M.: <name> Phone: _____ Email: _____ Special Orders <input type="checkbox"/> Powder Coat Finish Poles (check the box) Color: _____ <input type="checkbox"/> Order Contains Non-Stock Items <input type="checkbox"/> Order Exceeds "Reorder Threshold" of Item(s)	Notify: Pine Top (Mwright) Phone: _____ Email: _____ Pickup: Oak Hollow Phone: _____ Email: _____ Contractor: <name> Phone: _____ Email: _____ Designer: <name> Phone: _____ Email: _____
Optional Items (check one box) <input type="checkbox"/> Notify Only When FULL Order Ready <input type="checkbox"/> Notify as Individual Items are Available <input type="checkbox"/> Date Needed? _____	Drop Ship Poles / Address (100 day Lead Time) Name: _____ Street: _____ City / State: _____	ORDER TOTAL: <div style="background-color: yellow; text-align: center; padding: 5px;">\$767.02</div>
SPECIAL NOTES		

SUBMIT ITS ORDERS TO THE ITS PROJECT MANAGER

ORDER INSTRUCTIONS:

1. Pricing shown on forms is from the current State Contract. Actual FINET pricing will be an average cost based on when the stock was ordered and the price at that time.
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6. For any order which exceeds the "Reorder Threshold" value for an item, the user will be required to order that item directly from the vendor.
7. Non-stock materials should be ordered through the Project Manager.

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

Date: Wednesday, April 3, 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

Michelle Pitt, City Recorder

Roger Baker, City Attorney

Shannon Wimmer, Finance Director

Paul Hansen, City Engineer

Jamie Grandpre, Public Works Director

Darwin Cook, Parks and Recreation Director

Minutes prepared by Katherin Yei

1. Open City Council Meeting

Chairman Brady called the meeting to order at 5:34 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 updates for new traffic patterns and all-way stops being added around the City. There is a flashing cross walk sign near England Acres Park. All-way stops will be put into the following intersections: Seventh Street and Upland Drive, 400 North and 100 East, and Coleman and Vine Street.

4. Council Member's Report

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

5. Discussion Items

A. Ordinance 2024-10 An Ordinance of Tooele City Fixing New Culinary Water Rates

Presented by Jamie Grandpre, Public Works Director

Mr. Grandpre presented new culinary water rates. Staff is recommending a base increase of 7.25% over the next five years. This will go into effect June 1, 2024.

The Council recommends reviewing the fees annually so the City can keep up and not fall behind.

B. Ordinance 2024-11 An Ordinance of Tooele City Fixing New Sanitary Sewer Rates

Presented by Jamie Grandpre, Public Works Director

Mr. Grandpre presented new sanitary sewer rates. The staff is recommending an increase over the next 5 years, starting with a 50% increase effective June 1.

The City Council asked the following questions:

What are rate views?

Can the City put meters on large consumers?

Mr. Grandpre addressed the Council. Rate views are for the different types of development. Many large consumers have meters. The rates are determined by those that have meters.

C. Resolution 2024-23 A Resolution of the Tooele City Council Approving an Agreement with Brightview Landscape Services, Inc., for Landscaping Maintenance at City Buildings and Parks

Presented by Darwin Cook, Parks and Recreation Director

Mr. Cook presented an agreement with Brightview Landscaping Services, Inc. for Landscaping Maintenance for City buildings and parks at \$105,232. They did provide the City with three references with other Cities.

The Council asked the following questions:

Does the City have the right to terminate at any time?

Is it cheaper to contract more work out, including golf course and cemetery?

Mr. Cook addressed the Council's questions. The contract is for one year, with the option to renew for an additional three years. The cost may differ depending on costs of products. The company is nationwide, but they do have an office in Salt Lake. Staff is exploring other areas in the City to include in the scope of work.

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

There was a closed meeting to discuss litigation and or property acquisition.

Council Member Gochis motioned for a closed meeting. Council Member Hansen Seconded. 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.

The work meeting was recessed at 6:02pm.

The following were present during the closed meeting: Chairman Brady, Council Member Hansen, Council Member McCall, Council Member Manzione, Council Member Gochis, Mayor Debbie Winn, Michelle Pitt, Roger Baker, Jamie Grandpre, Paul Hansen, Shannon Wimmer and Darwin Cook.

No minutes were taken during the closed portion of the meeting.

7. Adjourn

Chairman Brady adjourned the meeting at 6:52 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, April 3, 2024

Time: 7:00 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

Michelle Pitt, City Recorder

Roger Baker, City Attorney

Shannon Wimmer, Finance Director

Paul Hansen, City Engineer

Jamie Grandpre, Public Works Director

Darwin Cook, Parks and Recreation Director

Andrew Aagard, Community Development Director

Police Captain Lonnie Collings

Minutes prepared by Katherin Yei

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

1. Pledge of Allegiance

The Pledge of Allegiance was led by Chairman Brady.

2. Roll Call

Maresa Manzione, Present

Melodi Gochis, Present

Justin Brady, Present

Ed Hansen, Present

Dave McCall, Present

3. Mayor's Community Recognition Awards

Mayor Debbie Winn presented a Community Recognition Award to the following:

Chris and Berna Sloan

4. Public Comment Period

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

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

Mr. Aagard presented an amendment to Tooele City Code 7-4-9 in regards to landscaping in the parking lots. The proposed ordinance amendments include updating verbiage, changing section E from landscaping islands to end caps, the calculations of trees for single end row cap and double end caps. The ordinance amendments waiving the tree requirement in the case of pedestrian's walkways. The Planning Commission forwarded a positive recommendation.

The Council would like to find a way to enforce the code.

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

Council Member Manzione motioned to approve 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. 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.

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

Mr. Grandpre presented new culinary water rates. Staff is recommending a base increase of 7.25% over the next five years. There are six tiers in the ordinance. This will go into effect June 1, 2024.

This item was discussed during the work meeting on March 20th and April 3rd.

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

Council Member Hansen motioned to approve Ordinance 2024-10; An Ordinance of Tooele City Fixing New Culinary Water Rates. 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.

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

Mr. Grandpre presented new sanitary sewer rates. The staff is recommending an increase over the next 5 years, starting with a 50% increase effective June 1. This fee would help pay for the \$10 million bond for improvements within the City.

The City Council asked the following questions:
Will the grants help off set the cost of the bond?

Mr. Grandpre addressed the Council's questions. The grant funds they are applying for will be put towards big ticket items like the oxidation ditch.

This item was discussed during the work meeting on March 20th and April 3rd.

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

Council Member Hansen motioned to approve Ordinance 2024-11; An Ordinance of Tooele City Fixing New Sanitary Sewer Rates. 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.

Mr. Baker addressed the Council. Normally fees will be enacted by resolution. However, the State does require water and sewer fees to be done by ordinance.

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

Mr. Grandpre presented the 2024 Tooele City Water Reclamation Facility Master Plan.

Mayor Winn addressed the Council. This has been a 15-month process to put this plan together, chowing the City how to move forward.

This item was discussed during the work meeting on March 20th.

Council Member Gochis motioned to approve Ordinance 2024-08; An Ordinance of Tooele City Adopting the 2024 Tooele City Water Reclamation Facility Master Plan. 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.

9. Resolution 2024-04 A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule Regarding Animal Shelter Fees

Presented by Captain Lonnie Collings

Captain Collings presented animal shelter fees including eliminating animal surrender fees and sterilization fees.

The City Council asked the following questions:
Do animals get boarded?

Captain Collings addressed the Council's questions. The boarding fee is picking up strays and the time they stay in the shelter.

Council Member McCall motioned to approve Resolution 2024-04; A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule Regarding Animal Shelter Fees. Council Member Hansen 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.

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

Mr. Cook presented an agreement with Brightview Landscaping Services, Inc. for Landscaping Maintenance for City buildings and every City park in the amount of \$105,232.

Council Member Manzione motioned to approve 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. Council Member Hansen 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. 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

Mr. Grandpre presented an agreement with Val Kotter & Sons, Inc. for the 2024 New Town sewer reline and replacement project, Schedule A in the amount of \$277,540 with a \$14,000 contingency including 3,100 feet of realigning. A CGB grant was received in the amount of \$400,000, with a matching amount of \$225,000. The contractor did have to be approved by the State before awarding the bid.

Council Member Gochis motioned to approve 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. 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.

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

Mr. Grandpre presented an agreement with Broken Arrow for the 2024 New Town Sewer and Manhole replacement project, schedules B & C in the amount of \$280423.15 with a contingency for \$14,000 for sewer main and manhole replacement. The upper portion of many of the manholes are brick. With the upgrades, they will be removing bricks and replacing it with concrete. The contractor did have to be approved by the State before awarding the bid.

Council Member McCall motioned to approve 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. Council Member Hansen 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.

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

Mr. Grandpre presented an agreement with Morgan Pavement Maintenance for the 2024 roadway maintenance project, schedule A in the amount of \$258,440.44 with a contingency of \$13,000 for slurry seal.

Council Member Manzione motioned to approve 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. 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.

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

Mr. Grandpre presented an agreement with Advanced Paving and Construction, Inc for the 2024 roadway maintenance project, schedule B & C in the amount of \$339,524 with a contingency of \$17,000 for lightweight chip seal and roto-mill.

Council Member Hansen motioned to approve 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. 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.

15. Invoices & Purchase Orders

Ms. Pitt presented the following invoices and purchase orders:

FARO Technology, Inc. for a 3D laser scanner for the Police Department in the amount of \$85,741.82.

Council Member Hansen motioned to approve the invoices and purchase orders. 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.

16. Minutes

There are no changes to the minutes.

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

17. Adjourn

Chairman Brady adjourned the meeting at 7:45pm.

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

Approved this ____ day of May, 2024

Justin Brady, City Council Chair