

PUBLIC NOTICE

Notice is hereby given that the Redevelopment Agency (RDA) of Tooele City will meet in a Business Meeting Wednesday, October 4, 2023, 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.tooelecity.org, and at Tooele City Hall. To request a copy of the public notice or for additional inquiries please contact Michelle Pitt, City Recorder at (435)843-2111 or michellep@tooelecity.org

We encourage you to join the RDA meeting electronically by visiting the **Tooele City YouTube Channel**, at <https://tinyurl.com/ykjpjx4z> or by going to YouTube.com and searching "Tooele City Channel".

AGENDA

1. **Open RDA Meeting**
2. **Roll Call**
3. **Resolution 2023-10** A Resolution of the Redevelopment Agency of Tooele City, Utah, Approving an Agreement for Snow Removal from Public Streets and Rights-of-Way Within Peterson Industrial Depot and Ninigret Depot
Presented by Debbie Winn, RDA Executive Director
4. **Invoices**
Presented by Michelle Pitt, RDA Secretary
5. **Minutes**
~September 20, 2023, RDA Business Meeting
6. **Adjourn**

Michelle Y. Pitt, RDA Secretary

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

REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH

RESOLUTION 2023-10

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH, APPROVING AN AGREEMENT FOR SNOW REMOVAL FROM PUBLIC STREETS AND RIGHTS-OF-WAY WITHIN PETERSON INDUSTRIAL DEPOT AND NINIGRET DEPOT.

WHEREAS, Peterson Industrial Depot and Ninigret Depot comprise the Tooele Army Depot Project Area, a redevelopment project area (aka community development area-CDA and community reinvestment area-CRA) (the "Project Area") of Tooele City, which Project Area includes several public streets and rights-of-way (the "Public Streets") that require snow removal by Tooele City (the "City"); and,

WHEREAS, the Project Area is an important economic development engine for Tooele City, and the Redevelopment Agency of Tooele City, Utah (the "RDA"), charged with economic development (job creation) in the City, proposes to allocate from the Project Area budget an amount for the removal of snow from the Public Streets in the Project Area; and,

WHEREAS, the RDA proposes to enter into an agreement with Peterson Industrial Depot, Inc. (the "Contractor"), the owner of Peterson Industrial Depot, for the removal of snow from the Public Streets in the Project Area (see the proposed Agreement for Snow Removal, including street map, attached as Exhibit A); and,

WHEREAS, the RDA budget allocation and the Agreement will create efficiencies for the City and the RDA, and will further the economic development interests of the City and the RDA:

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH, that the Agreement for Snow Removal attached as Exhibit A is hereby approved.

This Resolution is necessary for the immediate preservation of the peace, health, safety, or welfare of Tooele City and its Redevelopment Agency and shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Redevelopment Agency of Tooele City, Utah, this ____ day of _____, 2023.

REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH

(For)

(Against)

ABSTAINING: _____

ATTEST:

Michelle Y. Pitt, RDA Secretary

S E A L

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

Exhibit A

Agreement for Snow Removal (including map)

AGREEMENT FOR SNOW REMOVAL

This Agreement for Snow Removal (the "Agreement") is entered into as of October 1, 2023 (the "Effective Date"), by and between the Redevelopment Agency of Tooele City, Utah (the "RDA"), and Peterson Industrial Depot, Inc. ("Contractor") (collectively the "Parties").

RECITALS

1. Contractor is the Owner of Peterson Industrial Depot located at the former Industrial Area of the Tooele Army Depot (the "Property"); and,
2. The RDA and Contractor desire to enter into this agreement for the removal of snow from the public streets and rights-of-way located within Peterson Industrial Depot and Ninigret Depot, both located on the Property and within the corporate limit of Tooele City.

AGREEMENT

Now, therefore, in exchange for the mutual covenants, promises, and other good and valuable consideration contained in this Agreement, the sufficiency of which is hereby acknowledged, the RDA and Contractor covenant and agree as follows:

1. Snow Removal. During the term of this Agreement, Contractor agrees to use commercially reasonable efforts to remove accumulations of snow of one-inch or greater from all public streets and rights-of-way, and to salt and/or sand the same, located within Peterson Industrial Depot and Ninigret Depot. The public streets and rights-of-way include Industrial Loop Road, Loadstone Way, James Way, Garnet Street, I Avenue, G Avenue, B Avenue, and the public portion of Emerald Road (see these public streets and rights-of-way illustrated in Exhibit A, attached hereto and incorporated herein). Contractor shall supply its own equipment, materials, and labor to perform its obligations under this Agreement. Contractor shall maintain liability insurance, motor vehicle insurance, and workers compensation insurance.
2. Term and Termination. The term of this Agreement shall be from October 1, 2023, to April 30, 2024. This Agreement shall terminate automatically on April 30, 2024. Either party may terminate this Agreement with or without cause upon 30 days' notice.
3. Compensation. As consideration under this Agreement, the RDA shall pay to Contractor \$1,500 per month for the months of October 2023 through April 2024, paid in advance on the first of each month. No additional consideration shall be due to Contractor for snow removal after April 30, 2024. Prior to the termination of this Agreement on April 30, 2024, the Parties shall meet for an end-of-term review (the "Review") of the total hours Contractor provided snow removal services during the term of this Agreement. Adjustments to compensation may be made by the Parties, either way, to reflect actual

weather conditions and snow removal costs. Adjustments shall be at the rate of \$150/hour.

4. Indemnification and Hold Harmless. Contractor (and its officers, agents, employees, affiliates, and assigns) shall defend, pay on behalf of, indemnify, and hold harmless the RDA and Tooele City Corporation (the "City") (and all the RDA's and the City's officials, agents, employees, and representatives) from and against any and all claims (including actions, causes of action, demands, liabilities, loss of income, loss of services, interruption of process, other losses, actions, fines, costs, and attorney fees) asserted or obtained by any person as a result of, or in relation to, Contractor's negligence or intentional misconduct in performing the obligations and activities under this Agreement.

5. Release. Contractor (and its officers, agents, employees, affiliates, and assigns) hereby releases, acquits, and forever discharges the RDA and the City (and all the RDA's and the City's officials, agents, employees, and representatives) from any and all claims (including actions, causes of action, demands, liabilities, loss of income, loss of services, interruption of process, other losses, actions, fines, costs, attorney fees) that Contractor may have against the RDA or the City as a result of, or in relation to, Contractor's obligations and activities under this Agreement.

6. Miscellaneous.

a. No Waiver. The failure by the RDA to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy consequent upon Contractor's failure to perform thereof, shall not constitute a waiver by the RDA of any such failure to perform or any other covenant, agreement, term, or condition.

b. Third Party Beneficiaries. The City is a third-party beneficiary of this Agreement. Nothing in this Agreement is intended for the benefit of any other party except for the named Parties, the City, and their authorized successors and assigns.

c. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

d. Enforcement of Agreement. If any of the Parties to this Agreement bring an action or proceeding to enforce their rights hereunder, the prevailing party shall be entitled to recover its costs and expenses, including court costs and attorney fees, if any, incurred in connection with such action or proceeding, including any court costs and attorneys fees incurred on appeal.

e. Headings. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope, interpretation, or construction of any of the terms or provisions of this Agreement or the intent thereof.

f. Construction of Agreement. This Agreement shall be construed as a whole in accordance with its fair meaning and in accordance with the laws of the State of Utah, without giving effect to conflict of law principles. The terms of this Agreement have been negotiated by the Parties at arm's length, and the language of the Agreement shall not be construed in favor of or against any particular party.

g. Entire Agreement. This Agreement constitutes the final expression of the Parties as to the terms of this Agreement and the subject matter hereof, and supersedes all prior agreements, negotiations, and discussions between the Parties with respect to the subject matter covered hereby. Except as expressly stated in this Agreement, no party hereto has made any statement or representation to any other party hereto regarding the facts relied upon by said party in entering into this Agreement, and each party hereto specifically does not rely upon any statement, representation, or promise of any other party hereto in executing this Agreement, except as expressly stated in this Agreement. Each party and their attorneys, if the party so chose, had the opportunity to make such investigation of the facts pertaining to this Agreement, and all of the matters appertaining thereto, as they deem necessary.

h. Amendment to Agreement. Any amendment to this Agreement must be in writing and signed by duly authorized representatives of all of the Parties hereto, in conformance with state and local law, and affirmatively stating the intent of the Parties to amend this Agreement.

i. 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 services performed hereunder.

j. Notices. All notices, demands, requests, or other communications required or permitted by this Lease shall be in writing and effective when received, and delivery shall be made personally, or by registered or certified mail, return receipt requested, postage prepaid, or overnight courier, addressed as follows:

To the RDA:
Redevelopment Agency of Tooele City, Utah
Attention: Executive Director
90 North Main
Tooele, UT 84074

To Contractor:
Peterson Industrial Depot, Inc.
Attention: Aaron Peterson
1485 West James Way #691
Tooele, UT 84074

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

**Redevelopment Agency of
Tooele City, Utah**

Peterson Industrial Depot, Inc.

Debra E. Winn, Executive Director

Aaron Peterson, President

Attest:

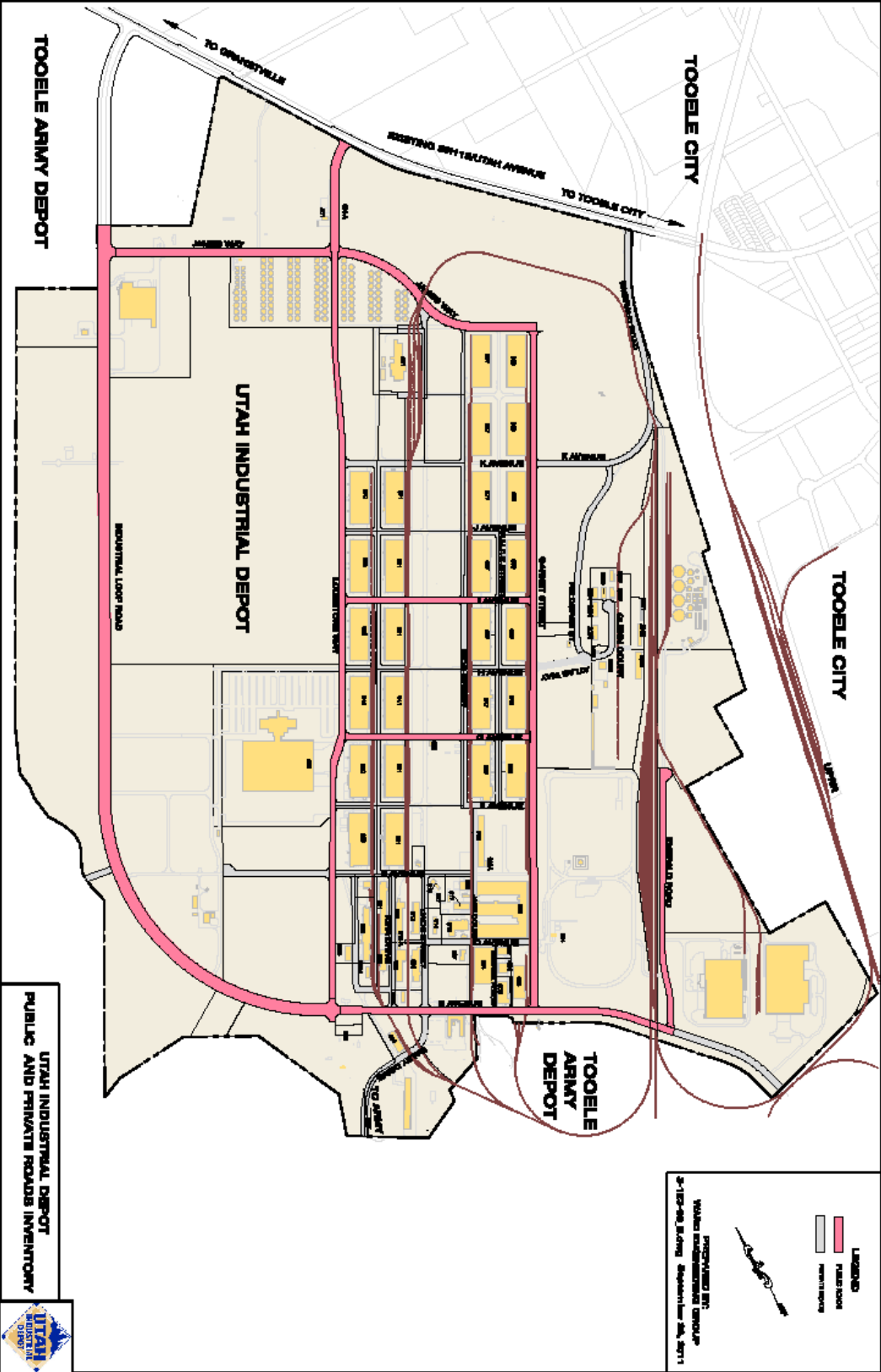
Michelle Y. Pitt, RDA Secretary

Approved as to Form:

Roger Evans Baker, RDA Attorney

Exhibit A

Illustration of Public Streets and Rights-of-Way



TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE

09/28/23

DESCRIPTION OF EXPENDITURE:

VENDOR: HOLLY JONES

V# 11503

MAIN STREET REVITALIZATION PASS THROUGH GRANT

REVENUE LINE ITEM:	ACCOUNT NUMBER	CURRENT BUDGET	RECEIPTS TO DATE	ADDITIONAL FUNDING	TOTAL FUNDING
* MAIN ST. REVITALIZATION GRANT	75 - 3380 - 301	0.00	37,500.00		37,500.00

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
MAIN ST. REVITALIZATION GRANT	175 4621 486045	0.00		37,500.00	(37,500.00)
TOTAL:				37,500.00	

*WILL BRING BUDGET ADJ FOR FUNDS RECEIVED

REQUESTED Administration
DEPARTMENT HEAD

REVIEWED Shanna Wimmer
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED RDA COUNCIL CHAIRMAN

Memo

To: Shannon Wimmer
From: Clarissa Pankratz
Date: 9/27/2023
Re: Downtown Revitalization Grant Pass Through – Holly Jones

Shannon –

Please accept this memo as a request to issue payment to Holly Jones (Vendor #11503) in the amount of \$37,500.00 payable from line item 75-4621-486045 (Main St Revitalization Grant Pass Through) for a grant reimbursement through Tooele City from the State Historic Preservation Office.

Thanks!

Clarissa

Clarissa Pankratz

From: Jared Stewart
Sent: Monday, September 18, 2023 10:37 AM
To: Kacie Cruz; Shannon Wimmer; Clarissa Pankratz
Subject: FW: SPHO -60 south Main St. Grant information
Attachments: 01. EZ Reimbursement Form Signed.pdf

Shannon, Kacie, and Clarissa:

We will be receiving another check for our pass-through Downtown Revitalization grant from the State Historic Preservation Office. The amount will be \$37,500 to be sent to Holly Jones. Attached is her reimbursement request and below is the email from the State confirming the amount.

Clarissa, can you check in Tyler to see if we have Holly set up as a vendor already? We may need to reach out and get information from her. Her email is below and her phone number is 435-840-2602. Our expense line item is 75-4621-486045.

Thank you all,
Jared

From: Alena Franco <afranco@utah.gov>
Sent: Monday, September 18, 2023 10:12 AM
To: Holly Jones <hollyjoneshomes@gmail.com>
Cc: Jared Stewart <jareds@TooeleCity.org>
Subject: Re: SPHO -60 south Main St. Grant information

Good news!

VENDOR #	<u>11503</u>
P.O. #	
DEPT. #	<u>75-4621-486045</u>
DATE	<u>9-18-2023</u>
AMOUNT	<u>\$37,500.00</u>
SIGNATURE	

We have reviewed the project and it has been approved for the full reimbursement of **\$37,500**. I will send the paperwork to State Finance and they will mail the check to the city in 2-3 weeks. Make sure you coordinate with Jared to get those funds transferred to you. Let me know if any issues pop up.

On Fri, Sep 15, 2023 at 3:28 PM Holly Jones <hollyjoneshomes@gmail.com> wrote:

No problem, thank you!

On Fri, Sep 15, 2023 at 3:26 PM Alena Franco <afranco@utah.gov> wrote:

Hi Holly,

I have received the files and downloaded it. I have not looked at it yet as I'm playing the email catch up game but I'll get to it on Monday. I didn't want to leave you hanging over the weekend.

Thanks,

On Tue, Sep 12, 2023 at 3:12 PM Holly Jones <hollyjoneshomes@gmail.com> wrote:

Hi there Jared and Alena,

please see the attached information. Please reach out if you need anything else from me.
Thank you!

Here is the information for your Grant Reimbursement

<https://www.dropbox.com/scl/fo/iipq10i1pknttvi38qjzf/h?rlkey=1v4ejp5ic2uytvrkgdnwmkddp&dl=0>



CALVIN
CONSTRUCTION
BUILDING WITH CONFIDENCE

GENERAL CONTRACTOR
KELLY CALVIN BAKER
801-502-4576
Kelly@calvinconstruction.net

Alena Franco
CLG Coordinator
Utah State Historic Preservation Office
ushpo.utah.gov



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CLG Coordinator
Utah State Historic Preservation Office
ushpo.utah.gov



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EZ GRANT REIMBURSEMENT REQUEST FORM

Grant Recipient: Holly Jones

Request Number: 1 ☒ 2 ☐

Project Completion: ☐ fully completed ☒ partially completed (65 %; explain below)
Additional space is provided on Page 2 for description of final project if needed.

	List all Cash expenditures or Donations (consultant/contractor name, type of service, etc.)	Costs	Cash or Donation?
1	WH Electric - Electrical Subcontractor	\$ 26,143.33	Cash
2	Patriotic Plumbing - Plumbing Subcontractor	\$ 24,130.00	Cash
3		\$	
4		\$	
5		\$	
6		\$	
7		\$	
8		\$	
TOTAL PROJECT COST		\$ 50,273.33	

☒ Attach invoices and proof of payment (cancelled check, etc.) for expenditures.

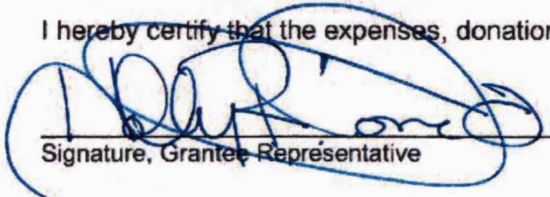
☐ Attach time sheet or other documentation for donated services or materials.

☐ Attach appropriate bid documentation for expenditures over \$1,000.

-OR-

☐ "Our local government's purchasing and procurement policies were followed for all expenditures, and the appropriate records are on file."

I hereby certify that the expenses, donations, and activities accounted for in this reimbursement are legitimate and correct.


Signature, Grant Recipient

Sept 12th / 2023
Date

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Project Completion: In the section below, explain more about your project if you would like or any major differences between the planned and actual final costs and products.

The costs referenced above pay for all the rough installation work and materials supplied by the electrical & plumbing contractor. These costs are estimated to be 65% of the subcontractors work in these two areas. The remaining 35% will be performed upon the last phase of the project which is the finish electrical, finish plumbing, labor and materials.

**Redevelopment Agency of
Tooele City Council**

Date: Wednesday, September 20, 2023

Time: 7:00 p.m.

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

Board Members Present:

Maresa Manzione

David McCall

Ed Hansen

Justin Brady

Board Members Present:

Tony Graf

City Employees Present:

Mayor Debbie Winn

Adrian Day, Police Department Chief

Holly Potter, Deputy City Recorder

Jamie Grandpre, Public Works Director

Paul Hansen, City Engineer

Darwin Cook, Parks and Recreation Director

Jared Stewart, Economic Development Director

Andrew Aagard, Community Development Director

Matt Johnson, Deputy City Attorney

Minutes prepared by Katherin Yei

1. Open RDA Meeting

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

2. Roll Call

David McCall, Present

Maresa Manzione, Present

Ed Hansen, Present

Justin Brady, Present

Tony Graf, Excused

**3. Resolution 2023-09 A Resolution of the Redevelopment Agency of Tooele City, Utah
("RDA") Approving an Agreement with Broken Arrow, Inc., for the Leitner-Poma Power
and Sewer Realignment Project**

Presented by Jared Stewart, Economic Development Director

Mr. Stewart presented an agreement with Broken Arrow, Inc. for the Leitner-Poma power and sewer realignment project in the amount of \$143,278 with a 5% contingency. One of the easements are ready and the second portion is under negotiations. There are concerns that the City will have to go under Tooele Valley Pumping for the easements. Broken Arrow will do the sewer realignment.

Mayor Winn addressed the Council. When these were drawn up, Tooele Valley Pumping gave a verbal agreement. Upon further thought, TVP decided he wanted to bore instead.

Board Member Brady motioned to approve Resolution 2023-09. Board Member McCall seconded the motion. The vote was as follows: Board Member Hansen, "Aye," Board Member Brady, "Aye," Board Member Manzione, "Aye," Board Member McCall, "Aye." The motion passed.

4. Minutes

Wednesday, July 19, 2023 RDA Business Meeting

There are no changes to the minutes.

Board Member Hansen motioned to approve the minutes. Board Member Brady seconded the motion. The vote was as follows: Board Member Hansen, "Aye," Board Member Brady, "Aye," Board Member Manzione, "Aye," Board Member McCall, "Aye." The motion passed.

6. Adjourn

Chairman Manzione adjourned the meeting at 7:08 pm.

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

Approved this _____ day of October, 2023

Maresa Manzione, Redevelopment Agency Chairman

DRAFT