



7505 S Holden Street
Midvale, UT 84047
801-567-7200
Midvale.Utah.gov

**MIDVALE CITY COUNCIL REGULAR MEETING
AGENDA
MARCH 12, 2024**

PUBLIC NOTICE IS HEREBY GIVEN that the **Midvale City Council** will hold a regular meeting on the **12th day of March 2024** at Midvale City Hall, 7505 South Holden Street, Midvale, Utah as follows:

Electronic & In-Person City Council Meeting

This meeting will be held electronically and in-person. **Public comments may be submitted electronically to the City Council at www.Midvale.Utah.gov by 5:00pm on March 11th and will be included in the record.**

The meeting will be broadcast on the following: **You Tube: Midvale.Utah.gov/YouTube**

6:00 PM – WORKSHOP

- UTOPIA Presentation
- Discuss Main Street Lighting [*Nate Rockwood, Assistant City Manager*]

6:30 PM - REGULAR MEETING

I. GENERAL BUSINESS

- A. WELCOME AND PLEDGE OF ALLEGIANCE
- B. ROLL CALL
- C. Unified Fire Authority Department Report
- D. Hillcrest Ute Conference Report

II. PUBLIC COMMENTS

Any person wishing to comment on any item not otherwise scheduled for a public hearing on the agenda may address the City Council at this point by stepping to the microphone and giving his or her name for the record. **Comments should be limited to not more than three (3) minutes unless additional time is authorized by the Governing Body.** Citizen groups will be asked to appoint a spokesperson. This is the time and place for any person who wishes to comment on non-hearing, non-Agenda items. Items brought forward to the attention of the City Council will be turned over to staff to provide a response outside of the City Council meeting.

III. MAYOR REPORT

- A. Mayor Marcus Stevenson

IV. COUNCIL REPORTS

- A. Councilmember Paul Glover
- B. Councilmember Bonnie Billings
- C. Councilmember Dustin Gettel
- D. Councilmember Bryant Brown
- E. Councilmember Heidi Robinson

V. CITY MANAGER REPORT

- A. Matt Dahl, City Manager

VI. PUBLIC HEARING

- A. Consider Proposed Amendments to the FY2024 General Fund and other funds as necessary [**Christian Larsen, Assistant Finance Director**]

ACTION: Approve Resolution No 2024-R-13 Approving Amendments to the FY2024 General Fund and other funds as necessary.

VII. CONSENT AGENDA

- A. Consider Minutes of February 20 & 27, 2024 [**Rori Andreason, H.R. Director/City Recorder**]
- B. Consider **Resolution No. 2024-R-14** approving the Replacement of the Sewer Division's CCTV (Closed Circuit Television) Truck and Equipment [**Glen Kennedy, Public Works Director**]

VIII. ACTION ITEM

- A. Consider **Resolution No. 2024-R-15** Calling for the Resignation of Utah State Board of Education Member Natalie Cline

IX. POSSIBLE CLOSED SESSION

The City Council may, by motion, enter into a Closed Session for:

- A. Discussion of the Character, Professional Competence or Physical or Mental Health of an Individual;
- B. Strategy sessions to discuss pending or reasonably imminent litigation;
- C. Strategy sessions to discuss the purchase, exchange, or lease of real property;
- D. Discussion regarding deployment of security personnel, devices, or systems; and
- E. Investigative proceedings regarding allegations of criminal misconduct.

X. ADJOURN

In accordance with the Americans with Disabilities Act, Midvale City will make reasonable accommodations for participation in the meeting. Request assistance by contacting the City Recorder at 801-567-7207, providing at least three workdays' advance notice of the meeting. TTY 711

A copy of the foregoing agenda was posted in the City Hall Lobby, the City's website aa Midvale.Utah.gov and the State Public Notice Website at <http://pmn.utah.gov>. Council Members may participate in the meeting via electronic communications. Council Members' participation via electronic communication will be broadcast and amplified so other Council Members and all other persons present in the Council Chambers will be able to hear or see the communication.

DATE POSTED: March 7, 2024

**RORI L. ANDREASON, MMC
H.R. DIRECTOR/CITY RECORDER**



MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: March 12, 2024

ITEM TYPE: Public Hearing and Action

SUBJECT: Consider Resolution No. 2024-R-13 Approving Amendments to the FY2024 General Fund and Other Funds as Necessary

SUBMITTED BY: Christian Larsen, Assistant Finance Director

SUMMARY:

Staff proposes amendments to the fiscal year 2024 budget for the General Fund, Capital Projects Fund, Water Fund, Sewer Fund, Storm Water Fund, Fleet Fund, and Information Technology Fund.

General Fund

Revenue and Expense Budget Adjustments \$276,480 – Staff has identified a number of adjustments that need to be made to the fiscal year 2024 budget, as detailed in the attached document. Below are the major proposed adjustments:

- **General Engineering – \$26,900** – Professional services, engineering studies planned in FY24.
- **General Engineering – \$10,500** – Communications and telephone, Verizon for iPad LTE.
- **Public Works Administration – \$25,540** – Employee benefits, Employee benefits changed.
- **Planning and Zoning – \$29,400** – Professional services, General Plan re-write.
- **Community Development – \$21,500** – Professional Services, CD fee rate study.
- **Community Development – \$18,340** – Professional Services, economic projects.
- **Communications – \$45,600** – Software, unspent prior year budget, City website redesign.
- **Employee Services – \$12,500** – Miscellaneous Supplies, FY2023 unexpended budget for Employee Gift.
- **Finance – (\$52,500)** – Salaries, Procurement Analyst position now under Legal department.
- **Finance – (\$43,500)** – Benefits, Procurement Analyst position now under Legal department.
- **City Attorney – \$87,400** – Salaries, Procurement Analyst position now under Legal department / Internal promotion.
- **City Attorney – \$18,500** – Benefits, Procurement Analyst position now under Legal department / Internal promotion.
- **Community / Inter-Gov Relations – \$35,000** – Youth Violence Coalition Admin, additional grant funds available for coalition administration.
- **Streets – Repairs/ Maintenance/ Supplies – \$18,100** – A large portion of a city owned fence needs to be replaced.
- **Nonmajor adjustments – \$23,200** – Breakdown of nonmajor adjustments detailed in attached document.

Capital Projects Fund

Staff requests an increase of \$1,943,200 to the FY2024 Capital Projects Fund budget. The majority of this increase, \$1,415,000, is for pavement management and transportation projects. These projects

were originally planned for FY2023, but were not completed and are now part of the FY2024 budget. A detailed list of all projects in this budget amendment is included in the attached document.

Water and Sewer Fund

Staff requests an increase to the professional services budget for both funds: \$9,000 for the Water Fund and \$50,642 for the Sewer Fund. The Water Fund requires funding for water system modeling and engineering services, while the Sewer Fund requires additional budgetary allocation for projects related to the Sewer Master Plan.

Storm Water Fund

Staff requests an increase of \$41,400 to the Storm Water Fund. This increase is primarily to the professional services budget and will be used on the Storm Water Master Plan. These funds were previously budgeted during FY2023 but went unexpended during the fiscal year. \$7,000 of this increase is dedicated to the fund's overtime budget. Employee overtime was greater than originally anticipated.

Fleet Fund

The total requested increase to the Fleet Fund budget is \$726,213. \$411,804 of this increase is to purchase a Ford F550 and six Ford F150s that were budgeted for in prior fiscal years, but were not available for purchase. \$183,839 is for the purchase of a Caterpillar loader which is on a buyback plan with Caterpillar and be offset by the sale of the City's current loader. The Fleet Fund also replaced a Chevy Colorado and two crossovers totaling \$130,570, which were also scheduled for replacement in prior fiscal years.

Information Technology Fund

The total requested increase to the Information Technology Fund budget is \$21,000. \$10,000 increase to the software budget for LastPass software licenses. \$11,000 for hardware, including iPads for Engineering, computers for GIS, and Council IT peripherals.

PLAN COMPLIANCE: N/A

FISCAL IMPACT:

General Fund – Increase in budgeted expenditures of \$276,480 and an increase to budgeted grant revenues of \$35,000, sales tax revenue of \$46,000 and an increase in use of fund balance of \$195,480.

Capital Projects Fund – Increase in budgeted expenditures of \$1,943,200 and an increase to budgeted revenues of \$105,000 and an increase in use of fund balance of \$1,838,200.

Water Fund – Increase in budgeted expenses of \$9,000 and a decrease in contribution to fund balance of \$9,000.

Sewer Fund – Increase in budgeted expenses of \$50,642 and a decrease in contribution to fund balance of \$50,642.

Storm Water Fund – Increase in budgeted expenses of \$41,400 and an increase in use of fund balance of \$41,400.

Fleet Fund – Increase in budgeted expenses of \$430,289 and an increase in budget revenues of \$183,839 and an increase in use of fund balance of \$246,450.

Information Technology – Increase in budgeted expenses of \$21,000 and an increase in use of fund balance of \$21,000.

Recommended Motion

I move we adopt Resolution 2024-R-13 amending the fiscal year 2024 budget for the General Fund, Capital Projects Fund, Water Fund, Sewer Fund, Storm Water Fund, Fleet Fund, and Information Technology Fund as presented.

Attachments:

Resolution 2024-R-13

Proposed amendments to the FY2024 Budget for the General Fund, Capital Projects Fund, Water Fund, Sewer Fund, Storm Water Fund, Fleet Fund, and Information Technology Fund.

MIDVALE CITY, UTAH

RESOLUTION 2024-R-13

A BUDGET APPROPRIATION RESOLUTION OF MIDVALE CITY, AMENDING THE BUDGETS OF THE GENERAL FUND, CAPITAL PROJECTS FUND, WATER FUND, SEWER FUND, STORM WATER FUND, FLEET FUND, AND INFORMATION TECHNOLOGY FUND FOR THE FISCAL YEAR ENDING JUNE 30, 2024.

Whereas, Utah State Code, Sections 10-6-109, 10-6-127, and 10-6-128 of the Uniform Fiscal Procedures Act for Utah Cities, requires that increases in appropriations for operating budgets of the General Fund and other funds be made by resolution of the governing body; and

Whereas, the required public notice was properly published; and

Whereas, pursuant to notice, the public hearing was held on the 12th day of March, 2024; and

Whereas, in compliance with statutory requirements, Midvale City amends the revenue and appropriation budgets of the General Fund, Capital Projects Fund, Water Fund, Sewer Fund, Storm Water Fund, Fleet Fund and Information Technology Fund as detailed on the attached schedule.

Now therefore be it resolved, by the Midvale City Council, that the above budget amendments be made for the appropriate budgets for the Fiscal Year ending June 30, 2024.

This resolution shall become effective immediately upon passage thereof.

Passed and adopted by the City Council of Midvale City, State of Utah, this 12th day of March, 2024.

Marcus Stevenson, Mayor

ATTEST:

Rori L. Andreason, MMC
City Recorder

Voting by the City Council: “Aye”		“Nay”
Dustin Gettel	_____	_____
Paul Glover	_____	_____
Bonnie Billings	_____	_____
Heidi Robinson	_____	_____
Bryant Brown	_____	_____

Midvale City				
Proposed Budget Amendment				
General Ledger Account Description	FY24 Original Budget	Proposed Change	FY24 Proposed Amended Budget	Description
General Fund				
Revenues				
Coalition Coordinator Grant	(100,000)	(35,000)	(135,000)	Grant funded youth violence community safety coalition admin
Sales tax	(10,716,277)	(46,000)	(10,762,277)	Sale tax out performed FY24 base budget estimates
Use of Fund Balance	(16,243)	(195,480)	(211,723)	Increase to use of fund balance
TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS - GENERAL FUND	\$ (10,832,520)	\$ (276,480)	\$ (11,109,000)	
Expenditures				
General Engineering - Professional Services	18,900	26,900	45,800	Potential engineering studies coming in FY2024
General Engineering - Communications/Telephone	(500)	10,500	10,000	Verizon charges greater than original budget Ipad LTE
Public Works - Administration Benefits	99,259	25,540	124,799	Employee benefits selection change
Planning and Zoning - Professional services	10,000	29,400	39,400	FY2023 unexpended budget, General Plan re-write
Community Development - Professional Services	15,000	21,500	36,500	FY2023 unexpended budget, CD fee rate study
Community Development - Special Development Projects	10,000	18,340	28,340	FY2023 unexpended budget, economic projects
Communications - Professional services	5,000	5,600	10,600	FY2023 unexpended budget, City website redesign (Photography)
Communications - Software	22,300	45,600	67,900.00	FY2023 unexpended budget, City website redesign
Parks/ Cemetery - Overtime	6,200	2,500	8,700	Greater than anticipated burials, on-call, special events
Employee Services - Miscellaneous Supplies	500	12,500	13,000.00	FY2023 unexpended budget, Employee Gift
Finance - Salaries	321,792	(52,500)	269,292.00	Procurement Analyst employee now under legal
Finance - Benefits	182,178	(43,500)	138,678.00	Procurement Analyst employee now under legal
Finance - Education and Travel	5,000	(500)	4,500.00	Procurement Analyst employee now under legal
City Attorney - Salaries	447,533	87,400	534,933.00	Procurement Analyst employee now under legal / Internal promotion
City Attorney - Benefits	239,157	18,500	257,657.00	Procurement Analyst employee now under legal / Internal promotion
City Attorney - Education and Travel	9,000	500	9,500.00	Procurement Analyst employee now under legal
Human Resources - Salaries	81,139	4,800	85,939.00	Significant terminated employee payout
Human Resources - Benefits	33,238	6,000	39,238.00	Significant terminated employee payout
Recorder - Salaries	227,079	4,300	231,379.00	Significant terminated employee payout
Community / Inter-Gov Relations - Coalition	-	35,000	35,000.00	Grant funded youth violence community safety coalition admin
Streets - Repairs/maintenance/supplies	10,400	18,100	28,500.00	City owned fence needs to be replaced
TOTAL RECOMMENDED EXPENDITURE BUDGET ADJUSTMENTS - GENERAL FUND	\$ 1,743,175	\$ 276,480	\$ 2,019,655	
Capital Projects Fund				
Revenues				
WFRC Grant	(770,000)	(105,000)	(875,000)	WFRC grant funding Fort Union Corridor Study
Use of Fund Balance	(805,515)	(1,838,200)	(2,643,715)	Increase to use of fund balance
TOTAL RECOMMENDED EXPENDITURE BUDGET ADJUSTMENTS - CAPITAL PROJECTS FUND	\$ (1,575,515)	\$ (1,943,200)	\$ (3,518,715)	
Expenditures				
Public Works Building Reno	-	10,000	10,000	FY2023 unexpended budget to complete PW renovation
HB 244 Transportation Projects	500,000	500,000	1,000,000	FY2023 unexpended HB 244 funds
Midvale Murals Program	20,000	23,000	43,000	FY2023 unexpended budget to complete Mural Program projects
City entryway signs	-	166,000	166,000	Increase to fund City entry way sign development
Main Street utility upgrades	100,000	100,000	200,000	FY2023 unexpended budget to complete utility system upgrades
Trans master plan/impact fee	160,000	29,000	189,000	FY2023 unexpended budget to fund transportation impact fee study
Parks master plan/impact fee	-	80,000	80,000	FY2023 unexpended budget to complete capital projects
Fort Union Corridor Study	-	115,000	115,000	7200 South Corridor Study
Sidewalk/Curb/Gutter replace	210,000	5,200	215,200	Sidewalk curb and gutter repairs cost greater than anticipated
Pavement Management	840,000	915,000	1,755,000	FY2023 unexpended budget to complete capital projects
TOTAL RECOMMENDED EXPENDITURE BUDGET ADJUSTMENTS - CAPITAL PROJECTS FUND	\$ 1,830,000	\$ 1,943,200	\$ 3,773,200	
Water Fund				
Expenses				
Contribution to Fund Balance	411,311	(9,000)	402,311	Decrease to contribution to fund balance
Professional Services	27,600	9,000	36,600	Water system modeling and engineering services
TOTAL RECOMMENDED EXPENSE BUDGET ADJUSTMENTS - WATER FUND	\$ 438,911	\$ -	\$ 438,911	
Sewer Fund				
Expenses				
Contribution to fund balance	68,460	(50,642)	17,818	Decrease to contribution to fund balance
Professional Services	25,000	50,642	75,642	FY2023 Unexpended Sewer Master Plan projects prior year unexpended budget
TOTAL RECOMMENDED EXPENSE BUDGET ADJUSTMENTS - SEWER FUND	\$ 93,460	\$ -	\$ 93,460	
Storm Water Fund				
Revenues				
Use of Fund Balance	(143,701)	(41,400)	(185,101)	Increase to use of fund balance
TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS - STORM WATER FUND	\$ (143,701)	\$ (41,400)	\$ (185,101)	
Expenses				
Storm Water Professional Services	70,500	34,400	104,900.00	Storm water master plan unexpended prior year budget
Storm Water Overtime	10,000	7,000	17,000	Sewer master plan projects prior year unexpended budget
TOTAL RECOMMENDED EXPENSE BUDGET ADJUSTMENTS - STORM WATER FUND	\$ 80,500	\$ 41,400	\$ 121,900	

Midvale City				
Proposed Budget Amendment				
General Ledger Account Description	FY24 Original Budget	Proposed Change	FY24 Proposed Amended Budget	Description
Fleet Fund				
Revenues				
Sale Of Fixed Assets	(178,683)	(183,839)	(362,522)	Catepillar Loader buyback
Use of Fund Balance	-	(246,450)	(246,450)	Increase to use of fund balance
TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS - FLEET				
FUND	\$ (178,683)	\$ (430,289)	\$ (246,450)	
Expenses				
Contribution to Fund Balance	295,924.00	(295,924)	-	Decrease to contribution to fund balance
Vehicle purchase - Streets	-	224,973	224,973	Purchase originally budgeted in FY23, Catepillar Loader and Ford F150
Vehicle purchase - Water	19,629	329,536	349,165	Purchase originally budgeted in FY23, Ford F550 and four Ford F150s
Vehicle purchase - Parks	-	140,420	140,420	Purchase originally budgeted in FY23, Crossover, F150, and Colorado
Vehicle purchase - PW Admin	-	31,284	31,284	Purchase originally budgeted in FY23, Crossover
TOTAL RECOMMENDED EXPENDITURE BUDGET ADJUSTMENTS - FLEET FUND	\$ 315,553	\$ 430,289	\$ 745,842	
IT Fund				
Revenues				
Contribution from Fund Balance	(37,890)	(21,000)	(58,890)	Increase to use of fund balance
TOTAL RECOMMENDED REVENUE BUDGET ADJUSTMENTS - INFORMATION TECHNOLOGY	\$ (37,890)	\$ (21,000)	\$ (58,890)	
Expenses				
IT Internal Service Funds - Software	57,199	10,000	67,199	LastPass software license
IT Internal Service Funds - Hardware	59,600	11,000	70,600	IPads for Engineering, computers for GIS, Council IT peripherals
TOTAL RECOMMENDED EXPENDITURE BUDGET ADJUSTMENTS - INFORMATION TECHNOLOGY	\$ 116,799	\$ 21,000	\$ 137,799	



CITY COUNCIL MEETING *Minutes*

Tuesday February 20, 2024
Council Chambers
7505 South Holden Street
Midvale, Utah 84047

MAYOR: Mayor Marcus Stevenson

COUNCIL MEMBERS: Council Member Paul Glover
Council Member Bonnie Billings
Council Member Dustin Gettel
Council Member Bryant Brown
Council Member Heidi Robinson

STAFF: Matt Dahl, City Manager; Nate Rockwood, Assistant City Manager; Rori Andreason, HR Director/City Recorder; Garrett Wilcox, City Attorney; Glen Kennedy, Public Works Director; Mariah Hill, Administrative Services Director; Erinn Summers, Project and Policy Manager; Kate Andrus, RDA Program Manager; Wendelin Knobloch, Planning Director; Christian Larsen, Assistant Finance Director; Jonathan Anderson, Planner II; Adam Olsen, Community Development Director; Randy Thomas, UPD; Chief Brad Larson, UFA; and Juan Rosario, Systems Administrator.

6:00 PM – WORKSHOP

- Trans Jordan Landfill Update [**Glen Kennedy, Public Works Director**]

Glen Kennedy introduced Kane Loader, Chair of the Trans Jordan Board.

Kane Loader reviewed the history of the Landfill. He introduced Jaren Scott, General Manager, and Jill Fletcher, Education Outreach, from the Trans Jordan Landfill to discuss the changes with the Landfill.

Mr. Scott said the new Sandy transfer station is forecasted to open early Spring 2025. The South Jordan Transfer Station is forecasted to open in 2032. There are 4.7 million tons of landfill space available at the current site. Approximately 8.5 years of life remaining with current economic projections (3% annual growth). After the landfill closure, the site will be maintained for 30+ years with adherence to post closure requirements from EPA and DEQ. He discussed how household hazardous waste including oil, paint, batteries, and other household chemicals will be taken free of charge from residents through a partnership with the Salt Lake County Health Department. The household hazardous waste is dropped off but still useable items are placed in their reuse shed and available for residents to pick up free of charge. He discussed the Sandy Transfer Station design and use in detail. He also discussed recycling and the recycling facility transparency amendments that were passed through the legislature. The amendment requires a recyclable material hauler to report data to political subdivisions about the amount of recycling materials collected. It requires a recycling facility to submit an annual report on the amount of recycling material collected to the division of waste management and radiation control; and requires a political subdivision to publish the recycling data.

Jill Fletcher discussed her educational outreach program where she visits schools to give presentations on the Landfill and offers tours.

6:30 PM – REGULAR MEETING

Mayor Marcus Stevenson called the business meeting to order at 6:35 p.m.

I. GENERAL BUSINESS

A. WELCOME AND PLEDGE OF ALLEGIANCE

B. ROLL CALL - Council Members Heidi Robinson, Dustin Gettel, Bryant Brown, Bonnie Billings, and Paul Glover were present at roll call.

C. UNIFIED POLICE DEPARTMENT REPORT

Chief Randy Thomas reviewed the stats for calls showing a small trend down this year in comparison to last year, but still in the middle over 5 years. Chief Thomas gave an update concerning the homicide that occurred on January 4th. The suspect was arrested in California where the US Marshalls surveilled the suspect and effected the arrest. The suspect has multiple violations in California that will be processed before the suspect can be extradited to Utah.

Chief Thomas contacted UDOT about pedestrian traffic at I15 and 7200 South on the south side of the intersection under the underpass. His concern is how difficult it is to see pedestrians under those underpasses, particularly when it's dark. UDOT has turned the lights on under 2 of the 3 underpasses, the remaining lights need to be upgraded which will take time and money. Chief Thomas has asked UDOT to observe the intersection after dark to assess safety improvements. He will report back when he has more information.

Chief Thomas said he would like to highlight and praise the work his officers did handling a single incident that happened this last weekend. Officers were dispatched to a domestic call at Bingham Junction where they stopped a suspicious vehicle. Upon stopping the vehicle, two gunshots were heard. The officers relied on their training and were able to clear the vehicle safely, resulting in an arrest and no injuries were reported.

The Road Home is working on a way to support asylum seekers and obtain services that are currently not available to them.

Chief Thomas reported that with the installation of the improved security cameras at the entrance of City Hall officers may be able to identify the individual responsible for breaking windows at City Hall.

He also reported that a warrant was served this afternoon at Motel 6 on a suspect that had made threats to staff and law enforcement. For the safety of everyone involved, the Swat team was called and the suspect was taken into custody; however, he did assault one of the police canines. The dog will recover.

Council member Dustin Gettel asked what the charges are for assaulting a police dog. Chief Thomas explained that they are the same charges as assaulting a police officer.

II. PUBLIC COMMENTS

Lorene Butler welcomed Bonnie Billings as a new council member. She also wanted to thank Adam, Wendelin, Elizabeth and the Mayor for responding to her emails and questions. She said she wants to know how the duplex overlay zone works. She asked that Birch Street have a moratorium from building any more duplexes, because the parking is horrendous and there is a problem with construction related traffic and parking. She will email her remaining comments to the council members.

III. MAYOR REPORT

Mayor Stevenson stated that today there has been a significant push from the business community and mayors across Salt Lake County for the legislature to fully fund Governor Cox's homelessness budget. This Thursday Midvale City is holding one of two meetings for businesses along 7200 South, between I15 and State Street, to address concerns about crime and homelessness in that area.

He also wanted to put out a reminder that this Thursday evening from 6-8pm is the Parks and Rec Open House at the West Jordan Library. He's hoping for a big turnout and wants attendees to remember to mark that they are Midvale residents on their cards. And don't forget about the Fort Union Corridor Study Open House at Ganesh Indian Cuisine on Wednesday, March 6 at 5:30pm.

IV. COUNCIL REPORTS

A. Council Member Paul Glover – Emphasized the importance of attending the meeting for the recreation center. Council Member Glover also received an email from Unique Autobody about the possibility of a rezone on a piece of property they are looking at. He would like the City to review the request and possibly come up with some ideas to help this move along. He believes it will benefit the city as well as Unique Autobody.

B. Council Member Bonnie Billings – had nothing to report.

C. Council Member Dustin Gettel – said he was contacted by the chair of the Association of Municipal Councils; they still have him as the Midvale City representative on that board. He informed them that he is willing to continue serving on the AMC board. He did attend the last meeting and the guest speaker was Sherrif Rosie Rivera. She was there to talk about the Unified Police Dept. dissolution. He also wanted to thank Public Works for the removal of two mattresses left curbside on Ivy Drive. There is a lot of junk and garbage in that area east on Ivy Drive, and south on 700 West to Sandy Parkway is also littered with junk and garbage. He asked for special attention to be paid to cleaning up the parcels and park strips as the new park is promoted in that area.

D. Council Member Bryant Brown – said he agreed with Council Member Gettel about cleaning up the Ivy Drive area. He also agrees with the comments about Birch Street. The commercial trucks should not be using that road. He'd like to look at current Ordinances in search of a resolution to that problem.

E. **Council Member Heidi Robinson** – had nothing to report.

V. **CITY MANAGER REPORT**

Matt Dahl said March 28th is the budget retreat date. No location has been chosen yet.

VI. **CONSENT**

A. **CONSIDER MINUTES OF FEBRUARY 6, 2024**

MOTION: Council Member Paul Glover **MOVED** to Approve the Consent Agenda. The motion was **SECONDED** by Council Member Heidi Robinson. Mayor Stevenson called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Bonnie Billings	Aye
Council Member Paul Glover	Aye
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Dustin Gettel	Aye

The motion passed unanimously.

VII. **ACTION ITEMS**

A. **CONSIDER APPROVAL OF RESOLUTIONS NO.S 2024-R-07, 2024-R-08, 2024-R-09, AND 2024-R-10 APPOINTING MEMBERS TO THE MIDVALE CITY PLANNING COMMISSION MEMBERS**

Wendelin Knobloch said the Midvale City Planning Commission consists of five full and two alternate members who serve four-year terms. The Commission is responsible for administering land use regulations as established in Utah Code 10-9a-301 and 302, which includes making recommendations to the City Council on land use policy. Commissioners prepare for and attend bi-monthly meetings and participate in state mandated training. They provide an altruistic service to the community and function as an unbiased appointed public body.

Candy Tippetts', Robyn Anderson's, and Dustin Snow's terms are expiring. All of them are diligent full members of the Planning Commission and volunteered to continue their service for an additional term. Michael Edwards is proposed to fill an alternate member slot that was recently vacated.

STAFF RECOMMENDATION Staff recommended approval of the resolutions to appoint Candy Tippetts, Robyn Anderson, Dustin Snow, and Michael Edwards to the Midvale City Planning Commission.

MOTION: Council Member Dustin Gettel **MOVED** to Approve Resolutions No. 2024-R-07 Appointing Candy Tippetts as full member of the Midvale City Planning Commission. The motion was **SECONDED** by Council Member Heidi Robinson. Mayor Stevenson called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Bonnie Billings	Aye
Council Member Paul Glover	Aye
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Dustin Gettel	Aye

The motion passed unanimously.

MOTION: Council Member Bryant Brown MOVED to Approve Resolutions No. 2024-R-08 Appointing Robyn Anderson as a full member of the Midvale City Planning Commission. The motion was **SECONDED** by Council Member Heidi Robinson. Mayor Stevenson called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Bonnie Billings	Aye
Council Member Paul Glover	Aye
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Dustin Gettel	Aye

The motion passed unanimously.

MOTION: Council Member Heidi Robinson MOVED to Approve Resolutions No. 2024-R-09 Appointing Dustin Snow as a full member of the Midvale City Planning Commission. The motion was **SECONDED** by Council Member Paul Glover. Mayor Stevenson called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Bonnie Billings	Aye
Council Member Paul Glover	Aye
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Dustin Gettel	Aye

The motion passed unanimously.

Council Member Dustin Gettel said he wants to make sure there are full planning commission members from every district of the City.

MOTION: Council Member Bonnie Billings MOVED to Approve Resolutions No. 2024-R-10 Appointing Michael Edwards as alternate member of the Midvale City Planning Commission. The motion was **SECONDED** by Council Member Heidi Robinson. Mayor Stevenson called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Bonnie Billings	Aye
Council Member Paul Glover	Aye
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Dustin Gettel	Aye

The motion passed unanimously.

B. CONSIDER RESOLUTION NO. 2024-R-11 ADOPTING THE MIDVALE BINGHAM JUNCTION STATION AREA PLAN

Adam Olsen said in 2022 the Utah State Legislature passed HB 462 which, among other things, requires municipalities with fixed rail guideways (commuter and light rail) to prepare and adopt station area plans (SAP) covering a half mile radius of each fixed rail station. SAP's may be unique to their jurisdiction and setting; however, key aspects are to include strategies to increase the availability of affordable housing, promotion of sustainable environmental conditions, enhancements of access to employment opportunities and increase of transportation choices and connections.

Midvale has three stations within its boundaries: Midvale Ft. Union, Midvale Center and Bingham Junction. The Midvale Ft. Union and Midvale Center Station Area Plan was adopted by the City Council on January 16, 2024. The Bingham Junction Station Area Plan is ready for adoption.

Design Workshop, the consultant group commissioned to prepare the Bingham Junction SAP will lead the discussion and presentation at the February 20th City Council meeting. They will highlight recommendations of the plan and proposed implementation steps.

Upon Council adoption of the SAP, staff will submit a request for certification to Wasatch Front Regional Council (WFRC) and the Utah Transit Authority (UTA). Certification by WFRC and UTA will place the City in compliance with the State as required in HB 462.

STAFF RECOMMENDATION Approval of the resolution adopting the Midvale Bingham Junction SAP.

Chris Gettes reviewed the Bingham Junction Station Area Plan in detail.

Council Member Dustin Gettel said he would like to see a dog park and sidewalk.

Council Member Bryant Brown asked why West Jordan is approved to build 50 luxury homes on a large area and Midvale is approved for higher density.

Chris Gettes replied that Gardner Village would not support high density. They want to retain the character and history of Gardner Village. Also, the UTA property on the Gardner Village side is smaller than the UTA property on the Midvale City side.

MOTION: Council Member Dustin Gettel **MOVED** to Approve Resolution No. 2024-R-11 Adopting the Midvale Bingham Junction Station Area Plan. The motion was **SECONDED** by Council Member Heidi Robinson. Mayor Stevenson called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Bonnie Billings	Aye
Council Member Paul Glover	Aye
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye

Council Member Dustin Gettel Aye
The motion passed unanimously.

C. CONSIDER RESOLUTION NO. 2024-R-12 AUTHORIZING MIDVALE CITY STAFF TO SUBMIT A BALLOT ON BEHALF OF MIDVALE CITY FOR THE ENDO INTERNATIONAL PLC PROPOSED CHAPTER 11 PLAN REORGANIZATION

Garrett Wilcox said two weeks ago, Midvale City received a ballot to accept, reject, or abstain from Endo International PLC’s second amended, joint Chapter 11 Plan of Reorganization. The ballot indicates that Midvale City is a holder of a claim in a local government class action opioid claim against Endo International and its subsidiaries. Midvale City has not participated in this litigation.

In the proposed bankruptcy reorganization plan, Midvale City may participate in the public opioid trust if it accepts the proposed plan. Midvale City will release all claims against Endo International in exchange for its participation in the public opioid trust. Because Midvale City does not directly provide services related to the opioid epidemic, it is unlikely that the City will receive any direct financial benefit. However, staff do not want to foreclose the possibility of participating in the public opioid trust if resources and finances are available to assist the community through the State or Salt Lake County.

Midvale has previously participated in other opioid national settlements in coordination with the Utah Office of the Attorney General. On December 14, 2021, the City Council approved Resolution No. 2021-R-40 authorizing Mayor Hale to register the City in the national opioid settlement with McKesson, Cardinal Health, AmerisourceBergen, Janssen Pharmaceuticals, and Johnson & Johnson. On April 4, 2023, the City Council approved Resolution No. 2023-R-14 authorizing Mayor Stevenson to register the City in the national opioid settlement with Allergan, Teva, CVS, Walgreen’s, and Walmart. In both of these instances, the settlement amount available to the State and counties was directly dependent on the number of municipalities who joined the settlement.

Staff has contacted the Utah Office of the Attorney General to coordinate its response with the proposed bankruptcy plan for Endo International. We hope to coordinate our response with the State to maximize the available resources available to Utah, Salt Lake County, and, indirectly, our community. Due to how recently these ballots were provided, the Attorney General’s Office does not have a position on the plan as of the date this report was drafted. The Attorney General’s Office is reviewing the proposed plan and has indicated that it will attempt to coordinate with the City.

Staff suggests that the City follows its past practice of coordinating its response with the State to maximize the resources available to serve our community. In the event that we are unable to coordinate our response with the State due to the short notice provided to both parties, staff recommends that we accept the proposed Endo International bankruptcy plan so that the City does not foreclose its ability to participate in the public opioid trust.

STAFF RECOMMENDATION Staff recommended approval of Resolution No. 2024-R-12 which authorizes Midvale City staff to submit a ballot on behalf of Midvale City for the Endo International PLC proposed Chapter 11 Plan of Reorganization.

MOTION: Council Member Dustin Gettel **MOVED** to Approve Resolution No. 2024-R-12 Authorizing Midvale City staff to submit a ballot on behalf of Midvale City for the Endo International PLC proposed Chapter 11 Plan of Reorganization. The motion was **SECONDED** by Council Member Heidi Robinson. Mayor Stevenson called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Bonnie Billings	Aye
Council Member Paul Glover	Aye
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Dustin Gettel	Aye

The motion passed unanimously.

VIII. DISCUSSION ITEMS

A. DISCUSS PROPOSED AMENDMENTS TO THE FY2024 BUDGET

Christian Larsen said staff proposes amendments to the fiscal year 2024 budget for the General Fund, Capital Projects Fund, Water Fund, Sewer Fund, Storm Water Fund, Fleet Fund, and Information Technology Fund.

General Fund

Revenue and Expense Budget Adjustments \$258,380 – Staff has identified a number of adjustments that need to be made to the fiscal year 2024 budget, as detailed in the attached document. Below are the major proposed adjustments:

- **General Engineering – \$26,900** – Professional services, engineering studies planned in FY24.
- **General Engineering – \$10,500** – Communications and telephone, Verizon charges for iPad LTE.
- **Public Works Administration – \$25,540** – Employee benefits, Employee benefits selection changed.
- **Planning and Zoning – \$29,400** – Professional services, General Plan re-write.
- **Community Development – \$21,500** – Professional Services, CD fee rate study.
- **Community Development – \$18,340** – Professional Services, economic projects.
- **Communications – \$45,600** – Software, unspent prior year budget, City website redesign.
- **Employee Services – \$12,500** – Miscellaneous Supplies, FY2023 unexpended budget for Employee Gift.
- **Finance – (\$52,500)** – Salaries, Procurement Analyst position now under Legal department.
- **Finance – (\$43,500)** – Benefits, Procurement Analyst position now under Legal department
- **City Attorney – \$87,400** – Salaries, Procurement Analyst position now under Legal department / Internal promotion.

- **City Attorney – \$18,500**– Benefits, Procurement Analyst position now under Legal department / Internal promotion.
- **Community / Inter-Gov Relations – \$35,000** – Youth Violence Coalition Admin, additional grant funds available for coalition administration.
- **Nonmajor adjustments – \$23,200** – Breakdown of nonmajor adjustments detailed in attached document.

Capital Projects Fund Staff requests an increase of \$1,943,200 to the FY2024 Capital Projects Fund budget. The majority of this increase is for pavement management and transportation projects \$1,415,000. These projects were originally planned for FY2023 but were not completed and are now part of the FY2024 budget. A detailed list of all projects in this budget amendment is included in the attached document.

Water and Sewer Fund Staff requests an increase to the professional services budget for both funds: \$9,000 for the Water Fund and \$50,642 for the Sewer Fund. The Water Fund requires funding for water system modeling and engineering services, while the Sewer Fund requires additional budgetary allocation for projects related to the Sewer Master Plan.

Storm Water Fund Staff requests an increase of \$41,400 to the Storm Water Fund. This increase is primarily to the professional services budget and will be used on the Storm Water Master Plan. These funds were previously budgeted during FY2023 but went unexpended during the fiscal year. \$7,000 of this increase is dedicated to the fund's overtime budget. The need for employee overtime was greater than originally anticipated.

Fleet Fund The total requested increase to the Fleet Fund budget is \$726,213. \$411,804 of this increase is to purchase a Ford F550 and six Ford F150s that were budgeted for in prior fiscal years but were not available for purchase. \$183,839 is for the purchase of a Caterpillar loader which is on a buyback plan with Caterpillar and be offset by the sale of the City's current loader. The Fleet Fund also replaced a Chevy Colorado and two crossovers totaling \$130,570 which were also scheduled for replacement in prior fiscal years.

Information Technology Fund The total requested increase to the Information Technology Fund budget is \$21,000. \$10,000 increase to the software budget for LastPass software licenses. \$11,000 for hardware, including iPads for Engineering, computers for GIS, and Council IT peripherals

FISCAL IMPACT: General Fund – Increase in budgeted expenditures of \$258,380 and an increase to budgeted grant revenues of \$35,000, sales tax revenue of \$46,000 and an increase in use of fund balance of \$177,380.

Capital Projects Fund – Increase in budgeted expenditures of \$1,943,200 and an increase to budgeted revenues of \$105,000 and an increase in use of fund balance of \$1,838,200.

Water Fund – Increase in budgeted expenses of \$9,000 and a decrease of contribution to fund balance of \$9,000.

Sewer Fund – Increase in budgeted expenses of \$50,642 and a decrease in contribution to fund balance of \$50,642.

Storm Water Fund – Increase in budgeted expenses of \$41,400 and an increase in use of fund balance of \$41,400.

Fleet Fund – Increase in budgeted expenses of \$430,289 and an increase in budget revenues of \$183,839 and an increase in use of fund balance of \$246,450.

Information Technology – Increase in budgeted expenses of \$21,000 and an increase in use of fund balance of \$21,000.

Council Member Dustin Gettel said he would like to see replacement vehicles be electric vehicles.

B. DISCUSSION ON THE REPLACEMENT OF THE SEWER DIVISION'S CCTV (CLOSED CIRCUIT TELEVISION) TRUCK AND EQUIPMENT

Glen Kennedy said the sewer division's CCTV Truck is on a 10-year replacement schedule and is due for replacement.

CCTV equipment and software play a key role within sewer utilities for inspection, maintenance, and management purposes. This equipment is instrumental for inspection and condition assessments and to detect blockages, cracks, leaks, and other structural defects within the sewer system before they become major issues. In addition, this equipment and software will integrate with our GIS mapping and records, documenting location, size material, and condition of pipes providing valuable data for asset management and future planning.

The division held demos with a number of vendors in an effort to find the best software and equipment package to fit the City's needs. Neverest Equipment and Wincan Software were determined to be the best fit to achieve the inspections, assessments, and management of the City's sewer infrastructure and to ensure compliance with State regulations, and cost-effective operation and maintenance.

The cost via State Contract pricing to replace the truck/van and the internal CCTV equipment and software is \$270,000.00.

After a thorough inspection of the current truck by our fleet staff. We are confident that we can get another 7 years out of that truck. This will save approximately \$100,000. \$70,000 for the van itself and \$30,000 for internal equipment fitting (generator, sink, workspace, tool cabinets etc.).

FISCAL IMPACT: \$168,402.24 via State contract - MA4267

The Council agreed to place this on the consent agenda for approval at the next meeting.

C. BUSINESS SPONSORSHIPS FOR CITY EVENTS DISCUSSION

Erinn Summers said Midvale City has not regularly sought out sponsorships from businesses for city-run events. Currently, Midvale City Code does not prohibit private sponsorships, however, Midvale City Staff are required to come before the City Council prior to the acceptance of each monetary or in-kind donation.

This year, the Harvest Days Festival Committee would like to pursue sponsorships to enhance the offerings at the Harvest Days Festival, without additional cost to the taxpayers. This also gives Midvale businesses an opportunity to actively engage in the Harvest Days Festival, of which businesses have requested more ways to participate. The request to sponsor events has been growing for many of Midvale's city-run events, as well as throughout the valley. Many municipalities have adopted policies or procedures to allow for event sponsorships.

In reviewing how sponsorships could be beneficial to Midvale, and researching how other communities have approached sponsorships, Midvale City staff is interested in developing a sponsorship policy for city-run events. Staff are preparing a process that would authorize the City Manager to consider and accept sponsorships that are under \$5,000 in value and limited to funding specific activities or purchases for an event. This process would include:

- ensuring the sponsorship would meet the interest and values of the city,
- the approval of the specific activities or items being sponsored,
- acknowledgement of the sponsorship,
- reciprocity, and
- criteria for the dissolution of sponsorship.

Council Member Dustin Gettel said he wants to use caution when pursuing and considering sponsorship.

Matt Dahl made it clear that the City would be considering businesses that are a good fit for the event. The Sponsors would have to apply and be vetted by the City.

Council Member Bryant Brown suggested that the City have something in place to avoid conflicts of interest.

Council Member Heidi Robinson reminded the Council that seeking sponsorship would allow the City to provide events and experiences that larger cities offer at their festivals.

Mayor Stevenson said he understands and wants to be cautious about perceived conflicts of interest; however, he would like some flexibility with the business licensing piece.

Council Member Dustin Gettel said he would prefer the sponsorship decision stay with the staff and not come before the council.

D. DISCUSSION REGARDING AMENDMENTS TO CHAPTER 9.32.090 OF THE MIDVALE MUNICIPAL CODE REGARDING ALCOHOLIC BEVERAGES IN PUBLIC PARKS AND PUBLIC PLACES

Kate Andrus discussed a redline copy of the Midvale City Municipal Code containing proposed amendments that modify the existing regulations concerning the consumption of alcoholic beverages in public parks and public places. Currently, Code 9.32.090 prohibits the consumption and possession of alcohol on all public property and public right of ways. The catalyst for this code amendment includes the recent ability for restaurant and entertainment businesses on Midvale Main to enter use agreements for the use of bulb outs and other publicly owned property on Midvale Main to enable outdoor dining. This amendment would allow those businesses with appropriate liquor licenses to serve alcohol in these leased areas. In addition, it will provide the opportunity for events to host beer gardens or other related activities. This will be pivotal in activating Midvale Main through events, creating a controlled environment for the consumption of alcohol when appropriate for the event.

The proposed amendment follows models adopted by similar cities, including Salt Lake City, Ogden, Park City, and Moab. This amendment aims to provide a framework for allowing alcohol consumption in public parks and public places under the following conditions and requirements:

1. **Approved Site Plan Requirement:** The proposed amendment allows the consumption and possession of alcoholic beverages in specified public areas if the location is included in an approved site plan filed with the city by a licensee.
2. **Compliance with State and Local Regulations:** The amendment specifies that any licensee wishing to allow alcohol consumption must adhere to all state and local regulations related to the sale and distribution of alcoholic beverages.

If approved, this proposed code amendment will enable certain permitted events and businesses to serve, sell, and allow the consumption of alcohol on City-owned property. This will only be allowed under the conditions and requirements stated above.

City staff believes that the proposed code amendment provides an approach that allows for controlled and regulated alcohol consumption within specific public areas. It offers potential benefits for local businesses and events while maintaining public safety and adherence to both state and city regulations.

Council Member Dustin Gettel asked why the City needs to do this now.

Kate Andrus explained that the city code currently prohibits the consumption and possession of alcohol on all public property and public right of ways, alcohol cannot be served in an outdoor dining area even if all DABS regulations are met.

Council Member Gettel said he has concerns with alcohol being served in public spaces. He doesn't want alcohol to be present at all city events.

Council Member Heidi Robinson said the businesses that serve alcohol have their license on the line if they don't follow rules and regulations.

Council Member Bryant Brown agreed with Council Member Robinson.

X. ADJOURN

MOTION: Council Member Paul Glover **MOVED** to adjourn the meeting. The motion was **SECONDED** by Council Member Dustin Gettel. Mayor Stevenson called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.

The meeting adjourned at 8:39 p.m.

Rori L. Andreason, MMC
H.R. DIRECTOR/CITY RECORDER

Approved this 12th day of March 2024

PENDING



CITY COUNCIL SPECIAL MEETING
Minutes

Tuesday February 27, 2024
Council Chambers
7505 South Holden Street
Midvale, Utah 84047

MAYOR: Mayor Marcus Stevenson

COUNCIL MEMBERS: Council Member Paul Glover
Council Member Bonnie Billings
Council Member Dustin Gettel
Council Member Bryant Brown
Council Member Heidi Robinson

STAFF: Matt Dahl, City Manager; Rori Andreason, HR Director/City Recorder; Garrett Wilcox, City Attorney; Nate Rockwood, Assistant City Manager; Adam Olsen, Community Development Director; Wendelin Knobloch, Planning Director; and Juan Rosario, Systems Administrator.

6:00 PM – SPECIAL MEETING

Mayor Marcus Stevenson called the special meeting to order at 6:00 p.m.

I. GENERAL BUSINESS

A. WELCOME AND PLEDGE OF ALLEGIANCE

B. ROLL CALL - Council Members Heidi Robinson, Dustin Gettel, Bryant Brown, Bonnie Billings, and Paul Glover were present at roll call.

II. PUBLIC COMMENTS

There was no one who desired to speak.

III. ACTION ITEM

A. CONSIDERATION OF ORDINANCE NO. 2024-O-02 ESTABLISHING TEMPORARY LAND USE REGULATIONS FOR COMMERCIAL PARKING LOTS, PARKING LOTS, PARKING STRUCTURES, AND PRIVATE PARKING LOTS UNDER MIDVALE MUNICIPAL CODE SECTIONS 17-2-3 AND 17-2-16

Adam Olsen said staff proposes establishing temporary land use regulations that would apply to several types of parking lots in Midvale. The proposed changes would affect parking lot definitions in 17-2-3 and 17-2-16 of the Midvale Municipal Code. The changes would include the following language in each definition: “a vehicle may not be parked in a (commercial parking lot, parking lot, parking structure, private parking lot) for more than a total of 24 hours if the vehicle is inoperable, disassembled, dismantled, or in a state of disrepair”. The proposed language will enhance the City’s ability to regulate and maintain parking lots by limiting their use for parking of inoperable vehicles. The change is needed to address issues of safety, stormwater contamination, aesthetics and overall property values city-wide. The proposed temporary land use regulations would be in effect for 180 days or until the Council adopts revisions to the Code, whichever occurs first. If approved, staff will begin the standard process of adopting the revisions in Code. This will

be initiated by staff providing notice of a public hearing for the Planning Commission to discuss and forward a recommendation to the City Council for final adoption of the proposed ordinance.

STAFF RECOMMENDATION: Approval of the ordinance.

Council Member Bryant Brown wanted to make sure other cities had a similar ordinance.

Garrett Wilcox stated this type of ordinance is common. He stated businesses that are currently in business would be grandfathered under the current code. New businesses would be subject to the new language. This would be enforceable for private property owners.

MOTION: Council Member Dustin Gettel **MOVED** to Approve Ordinance No. 2024-O-02 Establishing Temporary Land Use Regulations for Commercial Parking Lots, Parking Lots, Parking Structures, and Private Parking Lots under Midvale Municipal Code Sections 17-2-3 and 17-2-16. The motion was **SECONDED** by Council Member Heidi Robinson. Mayor Stevenson called for discussion on the motion. There being none, he called for a roll call vote. The voting was as follows:

Council Member Bonnie Billings	Aye
Council Member Paul Glover	Aye
Council Member Heidi Robinson	Aye
Council Member Bryant Brown	Aye
Council Member Dustin Gettel	Aye

The motion passed unanimously.

IV. ADJOURN

MOTION: Council Member Paul Glover **MOVED** to adjourn the meeting. The motion was **SECONDED** by Council Member Dustin Gettel. Mayor Stevenson called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.

The meeting adjourned at 6:11 p.m.

Rori L. Andreason, MMC
H.R. DIRECTOR/CITY RECORDER

Approved this 12th day of March 2024



MIDVALE CITY COUNCIL SUMMARY REPORT

March 12, 2024

SUMMARY REPORT

SUBJECT: Consider Resolution No. 2024-R-14 approving the replacement of the Sewer Division's CCTV (Closed Circuit Television) Truck and Equipment

SUBMITTED BY:

Glen Kennedy, Director of Public Works

SUMMARY:

The sewer division's CCTV Truck is on a 10-year replacement schedule and is due for replacement.

CCTV equipment and software play a key role within sewer utilities for inspection, maintenance, and management purposes. This equipment is instrumental for inspection and condition assessments and to detect blockages, cracks, leaks, and other structural defects within the sewer system before they become major issues. In addition, this equipment and software will integrate with our GIS mapping and records, documenting location, size material, and condition of pipes providing valuable data for asset management and future planning.

The division held demos with a number of vendors in an effort to find the best software and equipment package to fit the City's needs. Neverest Equipment and Wincan Software were determined to be the best fit to achieve the inspections, assessments, and management of the City's sewer infrastructure and to ensure compliance with State regulations, and cost-effective operation and maintenance.

The cost via State Contract pricing to replace the truck/van and the internal CCTV equipment and software is \$270,000.00

After a thorough inspection of the current truck by our fleet staff. We are confident that we can get another 7 years out of that truck. This will save approximately \$100,000. \$70,000 for the van itself and \$30,000 in internal equipment fitting (generator, sink, workspace, tool cabinets etc.).

FISCAL IMPACT:

\$168,402.24 via State contract - MA4267

RECOMMENDED MOTION: I Move to Approve Resolution No. 2024-R-14 approving the replacement of the Sewer Division's CCTV (Closed Circuit Television) Truck and Equipment

ATTACHMENTS:

Neverest - Midvale Quote_6955

State Contract MA4267

Resolution No. 2024-R-14

MIDVALE CITY, UTAH

RESOLUTION NO. 2024-R-14

A RESOLUTION APPROVING THE PURCHASE AND REPLACEMENT OF THE MIDVALE CITY SEWER DIVISION’S CCTV SEWER INSPECTION EQUIPMENT WITHIN THE SEWER LINE INSPECTION TRUCK.

WHEREAS, Midvale City (the City) owns, operates, and maintains a sewer utility serving approximately a third of the City with its infrastructure; and

WHEREAS, the City has an obligation and responsibility to inspect and maintain the infrastructure within the sewer utility; and

WHEREAS, the equipment required to perform sewer line inspections has exceeded its useful life and is due for replacement; and

WHEREAS, the City has researched and determined that Neverest Equipment provides the best product to replace the existing equipment via State Contract.

NOW THEREFORE BE IT RESOLVED, that based on the foregoing, the Midvale City Council approves this resolution, authorizing the Mayor to sign an agreement with Neverest Equipment based on State contract MA4267, for the purchase and installation of sewer CCTV inspection equipment.

APPROVED AND ADOPTED this 12th day of March 2024.

Marcus Stevenson, Mayor

ATTEST:

Rori L. Andreason, MMC
City Recorder

Voting by the City Council	“Aye”	“Nay”
Dustin Gettel	_____	_____
Paul Glover	_____	_____
Bonnie Billings	_____	_____
Heidi Robinson	_____	_____
Bryant Brown	_____	_____



Contract # MA4267

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

Neverest Equipment Company LLC
 Name
6681 Colorado Blvd. Unit 5
 Address
Commerce City CO 80022
 City State Zip


LEGAL STATUS OF CONTRACTOR
 Sole Proprietor
 Non-Profit Corporation
 For-Profit Corporation
 Partnership
 Government Agency

Contact Person Brian Balchumas Phone #303-898-9475 Email brian@neverestequipment.com
 Vendor #VC0000149194 Commodity Code #98184

- 2. CONTRACT PORTFOLIO NAME: Pipeline And Sewer Inspection Cameras Equipment And Vehicles
- 3. PROCUREMENT: This contract is entered into as a result of the procurement process on Solicitation #TR23-2.
- 4. CONTRACT PERIOD: Effective Date: 09/05/2023 Termination Date: 09/04/2028 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): None
- 5. Payment: Prompt Payment Discount (if any):None.
- 6. Administrative Fee, as described in the Solicitation and Attachment A: .10%.
- 7. ATTACHMENT A: State of Utah Standard Terms and Conditions for Goods Services, or IT
 ATTACHMENT B: Scope of Work
 ATTACHMENT C: Pricing
 ATTACHMENT D: Catalog
Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.
- 9. 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 response to solicitation #TR23-2.
- 10. Each person signing this Agreement represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Agreement and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the Agreement and the performance of each party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the parties and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided within Section 5 above.

CONTRACTOR
Brian Balchumas 08/30/23
 Contractor's signature Date

STATE **DocuSigned by:**
 8/30/2023
 Director, Division of Purchasing C38BE90AC528424... Date

Brian Balchumas Owner
 Type or Print Name and Title

<u>Tiffany Rydalch</u>	<u>801.957.7129</u>	<u>trydalch@utah.gov</u>
Division of Purchasing Contact Person	Telephone Number	Email

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) "**Confidential Information**" means information that is deemed as confidential under applicable state and federal laws, including personal information. The Eligible User reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
 - b) "**Contract**" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
 - c) "**Contract Signature Page(s)**" means the State of Utah cover page(s) that the Division and Contractor signed.
 - d) "**Contractor**" means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) "**Custom Deliverable**" means the Work Product that Contractor is required to deliver to the Eligible User under this Contract.
 - f) "**Division**" means the Division of Purchasing and General Services.
 - g) "**Eligible User(s)**" means those authorized to use State Cooperative Contracts and includes the State of Utah's government departments, institutions, agencies, political subdivisions (e.g., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts.
 - h) "**End User Agreement**" means any agreement that Eligible Users are required to sign in order to participate in this Contract, including an end user agreement, customer agreement, memorandum of understanding, statement of work, lease agreement, service level agreement, or any other named separate agreement.
 - i) "**Procurement Item**" means a supply, a service, Custom Deliverable, construction, or technology that Contractor is required to deliver to the Eligible User under this Contract.
 - j) "**Response**" means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the Solicitation.
 - k) "**Solicitation**" means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
 - l) "**State of Utah**" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - m) "**Subcontractors**" means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
 - n) "**Work Product**" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor or Contractor's Subcontractors (either alone or with others) pursuant to this Contract. Work Product shall be considered a work made for hire under federal, state, and local laws; and all interest and title shall be transferred to and owned by the Eligible User. Notwithstanding anything in the immediately preceding sentence to the contrary, Work Product does not include any Eligible User intellectual property, Contractor's intellectual property (that it owned or licensed prior to this Contract) or Third Party intellectual property.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by Eligible Users to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah auditors, federal auditors, Eligible Users or any firm identified by the Division, access to all such records. Contractor must refund to the Division any overcharges brought to Contractor's attention by the Division or the Division's auditor and Contractor is not permitted to offset identified overcharges by alleged undercharges to Eligible Users.
5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah.
 - a. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.

- b. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
- c. Contractor's failure to comply with this section will be considered a material breach of this Contract.
7. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the Division or the State of Utah, unless disclosure has been made to the Division.
8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the Division or the State of Utah.
9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the Eligible Users under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.
10. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the Division, the Eligible Users and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract to the extent caused by any intentional wrongful act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the fault of an Eligible User. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.
11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees. Contractor agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
13. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the Division within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the Division, upon thirty (30) days written termination notice being given to the Contractor. The Division and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the Eligible Users be liable to the Contractor for compensation for any Procurement Item neither requested nor accepted by an Eligible User. In no event shall the Division's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the Eligible Users for any damages or claims arising under this Contract.

15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, a purchase order that results from this Contract may be terminated in whole or in part at the sole discretion of an Eligible User, if an Eligible User reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects an Eligible User's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, an Eligible User will reimburse Contractor for the Procurement Item(s) properly ordered and/or properly performed until the effective date of said notice. An Eligible User will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from an Eligible User's funds and used in the exercise of an Eligible Users essential functions. Upon request, an Eligible User will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request an Eligible User's sales tax exemption number. It also

is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

17. **WARRANTY OF PROCUREMENT ITEM(S):** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to an Eligible User under this Contract. Contractor warrants for a period of one (1) year that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design. Remedies available to an Eligible User under this section include, but are not limited to, the following: Contractor will repair or replace Procurement Item(s) at no charge to the Eligible User within ten (10) days of any written notification informing Contractor of the Procurement Items not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies an Eligible User may otherwise have under this Contract.
18. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:
- Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
 - Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.
 - Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
 - Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State before the Contract may commence.

The State reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

19. **RESERVED.**
20. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the Division, the Eligible Users, and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the Division, Contractor also agrees that the Contractor's Response will be a public document, and copies may be given to the public as permitted under GRAMA. The Division, the Eligible Users, and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
21. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to an Eligible User, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.
22. **ACCEPTANCE AND REJECTION:** An Eligible User shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by the Eligible User. If Contractor delivers nonconforming Procurement Item(s), an Eligible User may, at its option and at Contractor's expense: (i) return the Procurement Item(s) for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Procurement Item(s); or (iii) obtain replacement Procurement Item(s) from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Procurement Item(s) without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the Eligible User to redeliver the corrected Procurement Item(s). Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.
23. **INVOICING:** Contractor will submit invoices within thirty (30) days after the delivery date of the Procurement Item(s) to the Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the Eligible User will be those prices listed in this Contract, unless Contractor offers a discount at the time

of the invoice. It is Contractor's obligation to provide correct and accurate invoicing. The Eligible User has the right to adjust or return any invoice reflecting incorrect pricing.

24. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by an Eligible User, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the Eligible User within ten (10) business days of receipt of final payment, shall release the Eligible User from all claims and all liability to the Contractor. An Eligible User's payment for the Procurement Item(s) and/or Services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the Eligible User may have against Contractor. Contractor shall not charge Eligible Users electronic payment fees of any kind.
25. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the Division, the Eligible Users, and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the Division, the Eligible User, or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.
26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The Division, the Eligible User, and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Procurement Item(s), documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the Eligible User.
27. **OWNERSHIP IN CUSTOM DELIVERABLES:** In the event that Contractor provides Custom Deliverables to the Eligible User, pursuant to this Contract, Contractor grants the ownership in Custom Deliverables, which have been developed and delivered by Contractor exclusively for the Eligible User and are specifically within the framework of fulfilling Contractor's contractual obligations under this contract. Custom Deliverables shall be deemed work made for hire, such that all intellectual property rights, title and interest in the Custom Deliverables shall pass to the Eligible User, to the extent that the Custom Deliverables are not recognized as work made for hire, Contractor hereby assigns to the Eligible User any and all copyrights in and to the Custom Deliverables, subject to the following:
1. Contractor has received payment for the Custom Deliverables,
 2. Each party will retain all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications ("Intellectual Property Rights") that it owned or controlled prior to the effective date of this contract or that it develops or acquires from activities independent of the services performed under this contract ("Background IP"), and
 3. Contractor will retain all right, title, and interest in and to all Intellectual Property Rights in or related to the services, or tangible components thereof, including but not limited to (a) all know-how, intellectual property, methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of the Eligible User (collectively, the "Residual IP"), even if embedded in the Custom Deliverables.
 4. Custom Deliverables, not including Contractor's Intellectual Property Rights, Background IP, and Residual IP, may not be marketed or distributed without written approval by the Eligible User.
- Contractor agrees to grant to the Eligible User a perpetual, irrevocable, royalty-free license to use Contractor's Background IP, Utilities, and Residual IP, as defined above, solely for the Eligible User and the State of Utah to use the Custom Deliverables. The Eligible User reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for the Eligible User's and the State of Utah's internal purposes, such Custom Deliverables. For the Goods delivered that consist of Contractor's scripts and code and are not considered Custom Deliverables or Work Product, for any reason whatsoever, Contractor grants the Eligible User a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and create derivative works from such, without the right to sublicense, for the Eligible User's and the State of Utah's internal business operation under this Contract. The Eligible User and the State of Utah may not participate in the transfer or sale of, create derivative works from, or in any way exploit Contractor's Intellectual Property Rights, in whole or in part.
28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the Division.
29. **REMEDIES:** Any of the following events will constitute cause for an Eligible User to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. An Eligible User may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, an Eligible User may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the Division; or (v) demand a full refund of any payment that the Eligible User has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.

30. **FORCE MAJEURE:** Neither an Eligible User nor Contractor will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. An Eligible User may terminate a purchase order resulting from this Contract after determining such delay will prevent Contractor's successful performance of this Contract.
31. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify an Eligible User of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the Eligible User, including anyone for whom the Eligible User is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the Eligible User or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

32. **LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.
33. **ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Procurement Items based upon the same terms, conditions, and prices of this Contract.
34. **INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Procurement Items from this Contract will be treated as individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.

35. **REPORTS AND FEES:**

a. **Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the State in the form of a check, EFT or online payment through the Division's Automated Vendor Usage Management System. Checks will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, Attn: Cooperative Contracts, PO Box 141061, Salt Lake City, UT 84114-1061. The Administrative Fee will be the amount listed in the Solicitation and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.

b. **Quarterly Reports:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the dollar volume of purchases by each Eligible User. The quarterly report will be provided in secure electronic format through the Division's Automated Vendor Usage Management System found at: <https://statecontracts.utah.gov/Vendor>.

c. **Report Schedule:** Quarterly utilization reports shall be made in accordance with the following schedule:

Period End	Reports Due
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

d. **Fee Payment:** After the Division receives the quarterly utilization report, it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.

e. **Timely Reports and Fees:** If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.

36. **ORDERING:** Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.
37. **END USER AGREEMENTS:** If Eligible Users are required by Contractor to sign an End User Agreement before participating in this Contract, then a copy of the End User Agreement must be attached to this Contract as an attachment. The term of the End User Agreement shall not exceed the term of this Contract, and the End User Agreement will automatically terminate upon the completion of termination of this Contract. An End User Agreement must reference this Contract, and may not be amended or changed unless approved in writing by the Division. Eligible Users will not be responsible or obligated for any early termination fees if the End User Agreement terminates as a result of completion or termination of this Contract.
38. **PUBLICITY:** Contractor shall submit to the Division for written approval all advertising and publicity matters relating to this Contract. It is within the Division's sole discretion whether to provide approval, which approval must be in writing.
39. **WORK ON STATE OF UTAH OR ELIGIBLE USER PREMISES:** Contractor shall ensure that personnel working on the premises of an Eligible User shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized

areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The Eligible User may remove any individual for a violation hereunder.

40. **CONTRACT INFORMATION:** During the duration of this Contract the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies within the State of Utah.
41. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
42. **SUSPENSION OF WORK:** Should circumstances arise which would cause an Eligible User to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the Eligible User.
43. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
44. **CHANGES IN SCOPE:** Any changes in the scope of the services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.
45. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
46. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation All travel costs associated with the delivery of Services under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to the vendor for correction.
47. **PERFORMANCE EVALUATION:** The Division may conduct a performance evaluation of Contractor, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.
48. **STANDARD OF CARE:** The services performed by Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the services that are the subject of this Contract. Contractor shall be liable to the Eligible User for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
49. **REVIEWS:** The Division reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
50. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The Division or an Eligible User, after consultation with Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the Division or an Eligible User appoints such an expert or panel, the Division or the Eligible User and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
51. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of an Eligible User, the Division, or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
52. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice Eligible Users' right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.
53. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
54. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the Division of any errors and/or omissions that are discovered.
55. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.
56. **ANTI-BOYCOTT ACTIONS:** In accordance with Utah Code 63G-27 et seq., Contractor certifies that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 102. Contractor further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of

this Contract, and that if it does, it shall promptly notify the State in writing.

(Revision Date: 7/20/2023)

Attachment B
Statement of Work
Pipeline and Sewer Inspection Cameras Equipment and Vehicles

1. Scope of Work

The Contractor shall provide Pipeline and Sewer inspection products, cameras, accessories, trucks and custom buildouts for eligible users. Contractor will work with eligible users to meet their needs by providing detailed quotes of items requested, recommendations, equipment demonstrations and plan drawings. Supply of information does not guarantee purchase, but will assist the eligible user to make a best value judgement for purchase of equipment with Contractor on contract.

2. Product Offering

This contract covers those items in Contractor's price list, catalog, services, maintenance, repairs, and custom build services of pipeline and sewer camera inspection vehicles.

All products offered must be new. Each product purchased by an eligible user must have a unique identification number in an inconspicuous place for ease of warranty claims. Used, shopworn, refurbished, demonstrator, prototype or discontinued models are not acceptable.

3. Delivery

Once eligible user finalizes equipment specifications, products and plans with the Contractor, the Contractor will have 180 calendar days to deliver to eligible user.

4. Repair Facilities

Contractor shall have a repair facility in Utah.

5. Length of Contract

This contract is for a period of five (5) years with no renewal options for additional years.

6. Product Manuals

Contractor will furnish at least two (2) copies of service manuals with equipment.

Attachment C
Price
Pipeline and Sewer Inspection Cameras Equipment and Vehicles

Discount off of Price List

2.00%

Discount Percentage Period

Contractor guarantees their discount for entire term of agreement. Pricing is a percentage off the current retail price at the time of purchase for all items available. If the item purchased is on sale or under another promotional term the State will expect to receive the lower of the two prices at the time of purchase. The percentage off will remain constant during the duration of the contract. Catalog can be updated annually.

ATTACHMENT D

ROVVER X SYSTEMS	Detailed Description	List Price	2% Discount	MA2897
E-RX-SYS-Truck-Basic-21	System includes VC500 Controller with Vision Report Software installed, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, cable cleaner for RAX300 mainline reel, emergency stop cable, RX130 Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter. RCX90 pan, tilt, zoom camera, Pressurization Kit, and Wincan VX entry license.	\$ 96,869.73	\$ 6,684.01	\$ 94,932.33
E-RX-SYS-Truck-Basic-21-HD	System includes VC500 Controller with Vision Report Software installed, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, cable cleaner for RAX300 mainline reel, emergency stop cable, RX130 Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter. RCX90 pan, tilt, zoom camera, Pressurization Kit, and Wincan VX entry license.	\$ 96,869.73	\$ 6,684.01	\$ 94,932.33
E-RX-SYS-TRUCK-BASIC-21-L	System includes VC500 Controller with Vision Report Software installed, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, cable cleaner for RAX300 mainline reel, emergency stop cable, RX130L Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter and integrated lift. RCX90 pan, tilt, zoom camera, Pressurization Kit, and Wincan VX entry license.	\$ 108,472.20	\$ 7,484.58	\$ 106,302.76
E-RX-SYS-TRUCK-BASIC-21-L-HD	System includes VC500 Controller with Vision Report Software installed, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, cable cleaner for RAX300 mainline reel, emergency stop cable, RX130L Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter and integrated lift. RCX90 pan, tilt, zoom camera, Pressurization Kit, and Wincan VX entry license.	\$ 108,472.20	\$ 7,484.58	\$ 106,302.76
E-RX-SYS-TRUCK-BASIC-95-21	System includes VC500 Controller with Vision Report Software installed, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, cable cleaner for RAX300 mainline reel, emergency stop cable, RX95 crawler with 3 sets of rubber wheels, RCX90 pan, tilt, zoom camera, Pressurization Kit, and Wincan VX entry license.	\$ 94,242.75	\$ 6,502.75	\$ 92,357.89
E-RX-SYS-PRO-21	System includes DCX5000 Desktop Controller with CCUI including emergency stop, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, RX130 Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter. RCX90 pan, tilt, zoom camera, pressurization kit, and Wincan VX entry license.	\$ 111,153.91	\$ 7,669.62	\$ 108,930.83
E-RX-SYS-PRO-22-HD	System includes DCX5000 Desktop Controller with CCUI including emergency stop, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, RX130 Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter. RCX90 pan, tilt, zoom camera, pressurization kit, and Wincan VX entry license.	\$ 116,900.41	\$ 8,066.13	\$ 114,562.41
E-RX-SYS-PRO-21-L	System includes DCX5000 Desktop Controller with CCUI including emergency stop, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, RX130L Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter and integrated lift. RCX90 pan, tilt, zoom camera, pressurization kit, and Wincan VX entry license.	\$ 122,646.92	\$ 8,462.64	\$ 120,193.98
E-RX-SYS-PRO-400-21	System includes DCX5000 Controller with CCUI, RAX300 Automatic Cable Reel with 300M (1000ft) Cable, wireless remote controller, reel mounting frame, RX400 Crawler with two sets of wheels for pipe diameter 24"-59". RCX90 pan, tilt, zoom camera, pressurization kit, and Wincan VX entry license.	\$ 158,713.11	\$ 10,951.20	\$ 155,538.85
E-RX-SYS-PRO-500-21	System includes DCX5000 Desktop Controller with CCUI including emergency stop, RAX500 Automatic Cable Reel with 500M (1640ft) cable, wireless remote controller, RX130 Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter. RCX90 pan, tilt, zoom camera, pressurization kit, and Wincan VX entry license.	\$ 141,199.94	\$ 9,742.80	\$ 138,375.94
E-RX-SYS-PRO-500-21-L	System includes DCX5000 Desktop Controller with CCUI including emergency stop, RAX500 Automatic Cable Reel with 500M (1640ft) cable, wireless remote controller, RX130L Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter and integrated lift. RCX90 pan, tilt, zoom camera, pressurization kit, and Wincan VX entry license.	\$ 153,787.53	\$ 10,611.34	\$ 150,711.78
E-RX-SYS-PRO-500-400-21	System includes DCX5000 Controller with CCUI, RAX500 Automatic Cable Reel with 500M (1640ft) Cable, wireless remote controller, reel mounting frame, RX400 Crawler with two sets of wheels for pipe diameter 24"-59". RCX90 pan, tilt, zoom camera, pressurization kit, and Wincan VX entry license.	\$ 183,888.29	\$ 12,688.29	\$ 180,210.53
E-RX-SYS-Basic-400-21	System includes VC500 Controller with Vision Report Software installed, RAX300 Automatic Cable Reel with 300M (1000ft) Cable, wireless remote controller, reel mounting frame, emergency stop cable, RX400 Crawler with two sets of wheels for pipe diameter 24"-59". RCX90 pan, tilt, zoom camera, pressurization kit, and Wincan VX entry license.	\$ 135,727.07	\$ 9,365.17	\$ 133,012.53
E-RX-SYS-Industrial-21	System includes VC500 Controller with Vision Report Software installed, RM100 Cable Reel with 100M (330ft) cable, RX130 Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter. RCX90 pan, tilt, zoom camera, pressurization kit, and Wincan VX entry license.	\$ 81,545.70	\$ 5,626.65	\$ 79,914.79
E-RX-SYS-Industrial-22-L	System includes VC500 Controller with Vision Report Software installed, RM100 Cable Reel with 100M (330ft) cable, RX130L Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter and integrated lift. RCX90 pan, tilt, zoom camera, pressurization kit, and Wincan VX entry license.	\$ 94,242.75	\$ 6,502.75	\$ 92,357.89
E-RX-SYS-Portable-21	System includes VC500 Controller with Vision Report Software installed, RM200 Manual Cable Reel with 200M (660ft) cable, RX130 Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter. RCX90 pan, tilt, zoom camera, pressurization kit, and Wincan VX entry license.	\$ 80,670.04	\$ 5,566.23	\$ 79,056.64
E-RX-SYS-Industrial-23-95-PTC	System includes VC500 Controller with Vision Report Software installed, RM200 Manual Cable Reel with 200M (660ft) cable, RX95 crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter. PTC50 pan/tilt, camera, pressurization kit, and Wincan VX entry license.	\$ 74,704.62	\$ 5,154.62	\$ 73,210.53
SAT SYSTEMS	Detailed Description			
E-RX-SYS-SAT-21	Includes DCX5000 including CCUI, large frame and cable for CCUI to Mainline Reel, RXSAT140 II QCD Crawler with 8 small rubber wheels installed, standard accessories and transport case, RAXSAT 300 Cable Reel with 300M Orange Cable and 45M of red push cable and cable for SAT Reel to Mainline Reel, RAX300 Cable Reel with 300M Cable installed, PTP50 Camera, AC40 Camera, 8 medium rubber wheels and 4 large rubber wheels. Double Cable Roller for SAT, Guide pipe adapter DN75 with set of 4 guide pipes DN200-DN800. 2 Gigaware Cables for DCX to Computer, Pressure Kit, Wincan VX/RX License.	\$ 178,087.05	\$ 12,288.01	\$ 174,525.31

E-RX-SYS-SAT-500-21	Includes DCX5000 including CCUI, large frame and cable for CCUI to Mainline Reel, RXSAT140 II QCD Crawler with 8 small rubber wheels installed, standard accessories and transport case, RAXSAT 300 Cable Reel with 300M Orange Cable and 45M of red push cable and cable for SAT Reel to Mainline Reel, RAX500 Cable Reel with 500M Cable installed, PTP50 Camera, AC40 Camera, 8 medium rubber wheels and 4 large rubber wheels. Double Cable Roller for SAT, Guide pipe adapter DN75 with set of 4 guide pipes DN200-DN800. 2 Gigaware Cables for DCX to Computer, Pressure Kit, Wincan VX/RX License.	\$ 206,327.04	\$ 14,236.57	\$ 202,200.50
E-RX-SYS-SAT-ADDBasic-21	Includes DCX5000 including CCUI, large frame and cable for CCUI to Mainline Reel, RXSAT140 II QCD Crawler with 8 small rubber wheels installed, standard accessories and transport case, RAXSAT 300 Cable Reel with 300M Orange Cable and 45M of red push cable and cable for SAT Reel to Mainline Reel, PTP50 Camera, AC40 Camera. 4 medium rubber wheels. Double Cable Roller for SAT, Guide pipe adapter DN75 with set of 4 guide pipes DN200-DN800. 2 Gigaware Cables for DCX to Computer.	\$ 148,314.66	\$ 10,233.71	\$ 145,348.37
E-RX-SYS-SAT-ADDPRO-21	Includes RXSAT140 II QCD Crawler with 8 small rubber wheels installed, standard accessories and transport case, RAXSAT 300 Cable Reel with 300M Orange Cable and 45M of red push cable and cable for SAT Reel to Mainline Reel, PTP50 Camera, AC40 Camera. 4 medium rubber wheels. Double Cable Roller for SAT, Guide pipe adapter DN75 with set of 4 guide pipes DN200-DN800. 2 Gigaware Cables for DCX to Computer.	\$ 129,159.63	\$ 8,912.01	\$ 126,576.44
E-RX-SYS-SAT-Combo-21	Includes DCX5000 including CCUI, large frame and cable for CCUI to Mainline Reel, RXSAT140 II QCD Crawler with 8 small rubber wheels installed, standard accessories and transport case, RAXSAT 300 Cable Reel with 300M Orange Cable and 45M of red push cable and cable for SAT Reel to Mainline Reel, RAX300 Cable Reel with 300M Cable installed, PTP50 Camera, AC40 Camera, RCX90 Camera, RX130 Crawler Quick Change version crawler with 6 small rubber wheels installed, 8 medium rubber wheels, 4 large rubber wheels, and 2 climber wheels. Double Cable Roller for SAT, Guide pipe adapter DN75 with set of 4 guide pipes DN200-DN800. 2 Gigaware Cables for DCX to Computer, Pressure Kit, Wincan VX/RX License.	\$ 217,382.23	\$ 14,999.37	\$ 213,034.59
E-RX-SYS-SAT-Combo-21-L	Includes DCX5000 including CCUI, large frame and cable for CCUI to Mainline Reel, RXSAT140 II QCD Crawler with 8 small rubber wheels installed, standard accessories and transport case, RAXSAT 300 Cable Reel with 300M Orange Cable and 45M of red push cable and cable for SAT Reel to Mainline Reel, RAX300 Cable Reel with 300M Cable installed, PTP50 Camera, AC40 Camera, RCX90 Camera, RX130L Crawler with 6 small rubber wheels installed and integrated lift. 8 medium rubber wheels, 4 large rubber wheels, and 2 climber wheels. Double Cable Roller for SAT, Guide pipe adapter DN75 with set of 4 guide pipes DN200-DN800. 2 Gigaware Cables for DCX to Computer, Pressure Kit, Wincan VX/RX License.	\$ 234,457.57	\$ 16,177.57	\$ 229,768.42
E-RX-SYS-SAT-COMBO-500-21	Includes DCX5000 including CCUI, large frame and cable for CCUI to Mainline Reel, RXSAT140 II QCD Crawler with 8 small rubber wheels installed, standard accessories and transport case, RAXSAT 300 Cable Reel with 300M Orange Cable and 45M of red push cable and cable for SAT Reel to Mainline Reel, RAX500 Cable Reel with 500M Cable installed, PTP50 Camera, AC40 Camera, RCX90 Camera, RX130 Crawler with 6 small rubber wheels installed. 8 medium rubber wheels, 4 large rubber wheels, and 2 climber wheels. Double Cable Roller for SAT, Guide pipe adapter DN75 with set of 4 guide pipes DN200-DN800. 2 Gigaware Cables for DCX to Computer, Pressure Kit, Wincan VX/RX License.	\$ 245,622.22	\$ 16,947.93	\$ 240,709.77
E-RX-SYS-SAT-COMBO-500-21-L	Includes DCX5000 including CCUI, large frame and cable for CCUI to Mainline Reel, RXSAT140 II QCD Crawler with 8 small rubber wheels installed, standard accessories and transport case, RAXSAT 300 Cable Reel with 300M Orange Cable and 45M of red push cable and cable for SAT Reel to Mainline Reel, RAX500 Cable Reel with 500M Cable installed, PTP50 Camera, AC40 Camera, RCX90 Camera, RX130L Crawler with 6 small rubber wheels installed and integrated lift. 8 medium rubber wheels, 4 large rubber wheels, and 2 climber wheels. Double Cable Roller for SAT, Guide pipe adapter DN75 with set of 4 guide pipes DN200-DN800. 2 Gigaware Cables for DCX to Computer, Pressure Kit, Wincan VX/RX License.	\$ 257,990.90	\$ 17,801.37	\$ 252,831.08

ROVVER X COMPONENTS		Detailed Description	\$	-	\$	-	\$	-
E-555-0900-03		RX95 crawler	\$ 18,607.74		\$ 1,283.93		\$ 18,235.59	
E-560-0900-07		RX130 Crawler	\$ 26,598.13		\$ 1,835.27		\$ 26,066.17	
E-560-0920-00		RX130 Crawler w/ Lift Installed	\$ 40,280.29		\$ 2,779.34		\$ 39,474.69	
E-560-3900-00		HD RX130 Crawler	\$ 26,598.13		\$ 1,835.27		\$ 26,066.17	
E-560-3920-00		HD RX130 Crawler w/ Lift Installed	\$ 40,280.29		\$ 2,779.34		\$ 39,474.69	
E-RX-400		RX400 crawler w/wheels	\$ 72,132.37		\$ 4,977.13		\$ 70,689.72	
E-579-0900-03		RX140SATII Crawler QCD	\$ 78,371.44		\$ 5,407.63		\$ 76,804.01	
E-536-0900-05		RXSAT140 Crawler (SAT 1)	\$ 57,465.09		\$ 3,965.09		\$ 56,315.79	
E-561-0900-05		RCX90 camera	\$ 32,618.28		\$ 2,250.66		\$ 31,965.91	
E-561-3900-00		HD RCX90	\$ 32,618.28		\$ 2,250.66		\$ 31,965.91	
E-562-0900-05		RAX300 Cable Reel w/ 300M Cable	\$ 37,981.69		\$ 2,620.74		\$ 37,222.06	
E-562-3900-01		HD RAX300 Reel	\$ 37,981.69		\$ 2,620.74		\$ 37,222.06	
E-590-0900-02		RAX500 Cable Reel w/ 500M Cable	\$ 60,683.14		\$ 4,187.14		\$ 59,469.47	
E-598-0900-00		VC500	\$ 16,221.57		\$ 1,119.29		\$ 15,897.14	
E-598-3900-00		HD VC500	\$ 16,221.57		\$ 1,119.29		\$ 15,897.14	
E-568-0900-00		VC200	\$ 13,025.42		\$ 898.75		\$ 12,764.91	
E-586-0920-00		DCX5000	\$ 29,881.85		\$ 2,061.85		\$ 29,284.21	
E-586-3920-00		HD DCX5000 w/CCUI & CCU Extension	\$ 35,683.09		\$ 2,462.13		\$ 34,969.42	
E-587-0900-00		CCU1	\$ 10,507.90		\$ 725.05		\$ 10,297.74	

ROVVER X / SAT ACCESSORIES		Detailed Description	List Price	2% Discount	MA2897
E-569-0900-00		carriage	\$ 14,448.37	\$ 996.94	\$ 14,159.40
E-564-0900-04		elevator	\$ 18,191.81	\$ 1,255.23	\$ 17,827.97
E-543-0800-00		RED130L Upgrade Kit	\$ 12,697.05	\$ 876.10	\$ 12,443.11
E-559-0900-03		aux lights with backup camera	\$ 5,363.41	\$ 370.08	\$ 5,256.14
E-556-0900-03		Auxiliary Light RAL 1000	\$ 6,567.44	\$ 453.15	\$ 6,436.09
E-559-3900-00		HD RAL200 LED Auxillary Light with Backeye Camera for RVX	\$ 5,363.41	\$ 370.08	\$ 5,256.14
E-595-0900-02		PTP50 Camera	\$ 18,607.74	\$ 1,283.93	\$ 18,235.59
E-596-0900-06		AC40 Camera	\$ 6,895.81	\$ 475.81	\$ 6,757.89
E-595-0960-02		PTC50 Camera (For RX95, etc.)	\$ 18,607.74	\$ 1,283.93	\$ 18,235.59
E-554-0900-03		RAC50 Axial Camera	\$ 6,895.81	\$ 475.81	\$ 6,757.89
E-597-0900-01		RCC90 camera adapter	\$ 7,880.93	\$ 543.78	\$ 7,723.31
E-599-0900-00		RTS Temperature Sensor	\$ 8,866.04	\$ 611.76	\$ 8,688.72
E-551-0900-01		RMX100 Manual Reel w/ 100M Cable	\$ 18,607.74	\$ 1,283.93	\$ 18,235.59
E-563-0900-01		RMX200 Manual Reel w/ 200M Cable	\$ 19,702.32	\$ 1,359.46	\$ 19,308.27
E-579-0750-00		SAT Elevator	\$ 11,952.74	\$ 824.74	\$ 11,713.68
E-579-0860-01		XL SAT Wheel	\$ 1,050.79	\$ 72.50	\$ 1,029.77
E-557-0900-01		RX Digisewer DS3 Camera - with no software	\$ 39,404.63	\$ 2,718.92	\$ 38,616.54
E-RX-SYS-DIGI		RX Digisewer DS3 Camera - with software	\$ 50,569.28	\$ 3,489.28	\$ 49,557.89
E-571-0900-00		Laser Ring for DS3 ROVVER X	\$ 10,945.73	\$ 755.26	\$ 10,726.82
E-573-0902-00		LSS RCX90 Laser Shape Scanner RVX	\$ 14,119.99	\$ 974.28	\$ 13,837.59

E-556-0950-00	RAL1000 Auxiliary Light for D53	\$ 6,895.81	\$ 475.81	\$ 6,757.89
E-576-0930-00	RAYSAT300 Lateral Launch Cable Reel	\$ 72,635.88	\$ 5,011.88	\$ 71,183.16
E-581-0900-05	PTP70II Camera	\$ 20,687.43	\$ 1,427.43	\$ 20,273.68
E-560-0600-00	RXF600 Camera Float	\$ 1,860.77	\$ 128.39	\$ 1,823.56
E-PRE-0000-01	RVX / QuickView Main Pressurization Kit	\$ 459.72	\$ 31.72	\$ 450.53
E-000-0036-00	Tyger Tail 2" for manhole bottom cable RVX	\$ 87.57	\$ 6.04	\$ 85.81
E-000-0035-00	Top Manhole Cable Roller for RVX	\$ 492.56	\$ 33.99	\$ 482.71
E-598-0210-21	VC500 Power Supply Complete (US Version)	\$ 492.56	\$ 33.99	\$ 482.71
E-512-0901-00-SP	SV and Rower X Cable Retermination Kit	\$ 1,532.40	\$ 105.74	\$ 1,501.75
E-560-0225-00	Lowering Device RX130 QCD	\$ 492.56	\$ 33.99	\$ 482.71
E-035-0209-01	Flexible Cable Guide Pulley	\$ 1,641.86	\$ 113.29	\$ 1,609.02
E-579-0349-00	Guide-pipe OD 75x2300	\$ 317.43	\$ 21.90	\$ 311.08
E-579-0348-00	Guide-pipe OD 75x2200	\$ 306.48	\$ 21.15	\$ 300.35
E-579-0347-00	Guide-pipe OD 75x1950 mm	\$ 284.59	\$ 19.64	\$ 278.90
E-579-0346-00	Guide-pipe OD 75x1700	\$ 328.37	\$ 22.66	\$ 321.80
E-579-0345-00	Guide-pipe OD 75x1400	\$ 295.53	\$ 20.39	\$ 289.62
E-579-0344-00	Guide-pipe OD 75x1140	\$ 273.64	\$ 18.88	\$ 268.17
E-579-0343-00	Guide-pipe OD75x840 mm	\$ 273.64	\$ 18.88	\$ 268.17
E-579-0342-00	Guide-pipe OD 75x550 mm	\$ 273.64	\$ 18.88	\$ 268.17
E-579-0341-00	Guide-pipe OD 75x240mm	\$ 218.91	\$ 15.11	\$ 214.54
E-579-0340-00	Guide-pipe OD 75x160 mm for SAT140II	\$ 218.91	\$ 15.11	\$ 214.54
E-579-0270-00	Guide-pipe Adapter DN75 for RX140SAT II	\$ 1,039.84	\$ 71.75	\$ 1,019.05
E-595-0122-01	AIMING STICK FOR PTP50 - 100MM	\$ 175.13	\$ 12.08	\$ 171.63
E-595-0126-00	AIMING STICK FOR PTP50 - 160MM	\$ 229.86	\$ 15.86	\$ 225.26

GATEWAY SYSTEMS/COMPONENTS		Detailed Description	List Price	2% Discount	MA2897
VSP				\$ -	
E-V-SYS-SPP-409	VSP+ 130'/40m Self-Leveling System	\$ 12,313.95	\$ 849.66	\$ 12,067.67	
E-V-SYS-SPP-009	VSP+ 200'/60m Self-Leveling System	\$ 12,642.32	\$ 872.32	\$ 12,389.47	
E-V-SYS-SPP-019	VSP+ 200' P&T System	\$ 30,100.76	\$ 2,076.95	\$ 29,498.75	
E-V-SYS-SPP-109	VSP+ 330'/100m Self-Leveling System	\$ 13,846.35	\$ 955.40	\$ 13,569.42	
E-V-SYS-360-119	VSP+ 330' P&T System	\$ 31,304.79	\$ 2,160.03	\$ 30,678.70	
E-V-CAM025-SPP	VSP Self leveling camera	\$ 6,742.57	\$ 465.24	\$ 6,607.72	
E-V-CAM026-SPP	VSP P/T Camera	\$ 18,388.83	\$ 1,268.83	\$ 18,021.05	
E-V-CAM050-SPP	SMALL P/T camera	\$ 26,817.04	\$ 1,850.38	\$ 26,280.70	
QVA					
E-QV-SYS-AIRHD-25	QVA with 25' pole	\$ 19,155.03	\$ 1,321.70	\$ 18,771.93	
E-QV-SYS-AIRHD-30	QVA with 30' pole	\$ 19,975.96	\$ 1,378.34	\$ 19,576.44	
E-QV-SYS-360	QV 360 System	\$ 21,836.73	\$ 1,506.73	\$ 21,400.00	
JETSCAN					
E-JS-SYS-6-21	JetScan w/6" skid	\$ 12,762.72	\$ 880.63	\$ 12,507.47	
E-JS-SYS-8-21	JetScan w/8" skid	\$ 12,762.72	\$ 880.63	\$ 12,507.47	
E-JS-SYS-Combo-21	JetScan with both 6" & 8" skids	\$ 16,856.43	\$ 1,163.09	\$ 16,519.30	
E- 6" SKID ASSEMBLY	6" JetScan skid only	\$ 4,640.99	\$ 320.23	\$ 4,548.17	
E- 8" SKID ASSEMBLY	8" JetScan skid only	\$ 4,640.99	\$ 320.23	\$ 4,548.17	
AGILIOS					
E-SYS-AGILIOS-60	60m Agilios System	\$ 37,215.49	\$ 2,567.87	\$ 36,471.18	
E-SYS-AGILIOS-60-EX	ATEX 60m Agilios System	\$ 43,016.73	\$ 2,968.15	\$ 42,156.39	
E-SYS-AGILIOS-100	100m Agilios System	\$ 39,514.09	\$ 2,726.47	\$ 38,723.81	
E-SYS-AGILIOS-100-EX	ATEX 100m Agilios System	\$ 45,534.24	\$ 3,141.86	\$ 44,623.56	
E-582-1100-00	Agilios 100M coiler w/100m pushrod	\$ 15,816.58	\$ 1,091.34	\$ 15,500.25	
E-582-0960-00	Agilios 60M coiler w/60m pushrod	\$ 14,010.54	\$ 966.73	\$ 13,730.33	
E-582-0960-70	EX 60m Agilios (reel only)	\$ 16,664.88	\$ 1,149.88	\$ 16,331.58	
E-582-1100-70	EX 100m Agilios (reel only)	\$ 18,717.20	\$ 1,291.49	\$ 18,342.86	

GATEWAY ACCESSORIES		Detailed Description	List Price	2% Discount	MA2897
E-V-ASS-001-955	ROLLER SKID - SIZE 2 (180mm) - CAM026 (360)	\$ 987.30	\$ 68.12	\$ 967.56	
E-V-ASS-002-009	ROLLER SKID SIZE 2 (180mm) - CAM023/025	\$ 1,011.39	\$ 69.79	\$ 991.16	
E-V-ASS-002-160	Roller Skid Size 1 (130mm) for CAM026 (360)	\$ 770.58	\$ 53.17	\$ 755.17	
E-V-ASS-002-008	ROLLER SKID SIZE 1 (130mm) - CAM023/025	\$ 903.02	\$ 62.31	\$ 884.96	
E-V-MSC-KEI-000	All Terrain Wheel Assembly for VSP Reel	\$ 842.82	\$ 58.15	\$ 825.96	

E-QVA-LASER	Laser Measurement Attachment	\$ 1,860.77	\$ 128.39	\$ 1,823.56
E-QVA-WA_DIFF-Kit	Wide Angle Lens and Diffuser Kit	\$ 153.24	\$ 10.57	\$ 150.18
E-PRE-0000-01	RVX / QuickView Main Pressurization Kit	\$ 464.10	\$ 32.02	\$ 454.82
E-JCAM 151 V2.0	JetScan 2.0 Sled Extension Kit	\$ 1,392.30	\$ 96.07	\$ 1,364.45

ATEX RX (EX)		Detailed Description	List Price	2% Discount	MA2897
E-RX-SYS-TRUCK-EX-22	ATEX Basic RX130 system	\$ 122,400.64	\$ 8,445.64	\$ 119,952.63	

E-555-0900-72	EX RX95 Crawler	\$ 20,227.71	\$ 1,395.71	\$ 19,823.16
E-560-0900-73	EX 130 crawler	\$ 35,858.22	\$ 2,474.22	\$ 35,141.05
E-585-0900-71	EX RX400 Crawler	\$ 81,255.64	\$ 5,606.64	\$ 79,630.53
E-585-0385-71	EX - RX400 Elevator Extension	\$ 9,998.93	\$ 689.93	\$ 9,798.95
E-561-0900-73	EX RCX90	\$ 37,926.96	\$ 2,616.96	\$ 37,168.42
E-596-0900-74	EX AC40 Axial Camera for SAT/Agilios	\$ 7,013.04	\$ 483.90	\$ 6,872.78
E-595-0960-70	EX PTC50 Pan & Tilt RX Camera	\$ 20,342.64	\$ 1,403.64	\$ 19,935.79
E-595-0900-70	EX PTP50 Camera	\$ 20,342.64	\$ 1,403.64	\$ 19,935.79
E-581-0900-71	EX PTP70II	\$ 23,376.80	\$ 1,613.00	\$ 22,909.26
E-597-0900-71	EX RCC90 Camera Adapter	\$ 12,527.39	\$ 864.39	\$ 12,276.84
E-556-0900-72	EX RAL1000 Auxiliary Light	\$ 7,125.67	\$ 491.67	\$ 6,983.16
E-559-0900-72	EX RAL200 RX Aux Light w/ Rear Camera	\$ 8,045.11	\$ 555.11	\$ 7,884.21
E-562-0900-73	EX RAX300 Cable Reel	\$ 41,604.73	\$ 2,870.73	\$ 40,772.63
E-590-0900-71	EX RAX500 Cable Reel w/ 500M Cable	\$ 68,843.18	\$ 4,750.18	\$ 67,466.32
E-563-0900-70	EX RMX200 Cable Reel	\$ 20,687.43	\$ 1,427.43	\$ 20,273.68
E-564-0900-73	EX RED200 RX Elevator Lift Kit	\$ 19,653.06	\$ 1,356.06	\$ 19,260.00
E-569-0900-70	EX carriage	\$ 15,584.53	\$ 1,075.33	\$ 15,272.84
E-599-0900-70	EX Temperature Sensor RTS	\$ 9,424.27	\$ 650.27	\$ 9,235.79

WHEELS		Detailed Description	List Price	2% Discount	MA2897
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E-080-0510-00	Small Wide Rubber Wheel RX95	\$ 142.29	\$ 9.82	\$ 139.45
E-008-0803-00	Super Aggressive Medium Wheel RX95	\$ 437.83	\$ 30.21	\$ 429.07
E-080-0505-00	Small Rubber Wheel RX95	\$ 131.35	\$ 9.06	\$ 128.72
E-080-0600-00	Small Grease Wheel RX95	\$ 372.15	\$ 25.68	\$ 364.71
E-080-0515-00	Medium Rubber Wheel RX95	\$ 328.37	\$ 22.66	\$ 321.80
E-080-0605-00	Medium Grease Wheel RX95	\$ 339.32	\$ 23.41	\$ 332.53
E-080-0525-00	Large Rubber Wheel RX95	\$ 328.37	\$ 22.66	\$ 321.80
E-080-0625-00	Large Grease Wheel RX95	\$ 481.61	\$ 33.23	\$ 471.98
E-080-0701-01	Small Rubber Wheel QC RX130	\$ 275.83	\$ 19.03	\$ 270.32
E-080-0705-00	Small Grease Wheel QC RX130	\$ 317.43	\$ 21.90	\$ 311.08
E-080-0709-00	Small Aggressive Wheel QC RX130	\$ 525.40	\$ 36.25	\$ 514.89
E-080-0702-01	Medium Rubber Wheel QC RX130	\$ 328.37	\$ 22.66	\$ 321.80
E-080-0706-00	Medium Grease Wheel QC RX130	\$ 399.52	\$ 27.57	\$ 391.53
E-080-0711-00	Medium Aggressive Wheel QC RX130	\$ 684.11	\$ 47.20	\$ 670.43
E-080-0703-01	Large Rubber Wheel QC RX130	\$ 328.37	\$ 22.66	\$ 321.80
E-080-0707-00	Large Grease Wheel QC RX130	\$ 459.72	\$ 31.72	\$ 450.53
E-080-0710-00	Large Aggressive Wheel QC RX130	\$ 700.53	\$ 48.34	\$ 686.52
E-080-0704-02	XL Rubber Wheel QC RX130	\$ 640.33	\$ 44.18	\$ 627.52
E-080-0712-01	Climbing Wheel QC RX130	\$ 191.55	\$ 13.22	\$ 187.72
E-040-0000-12	XL Pneumatic Wheel Carriage	\$ 547.29	\$ 37.76	\$ 536.34
E-585-0852-00	RX400 Wheel - XXL	\$ 5,253.95	\$ 362.52	\$ 5,148.87
E-080-0710-70	EX Large Aggressive Wheel QC	\$ 919.44	\$ 63.44	\$ 901.05
E-080-0702-70	EX Medium Rubber Wheel QC	\$ 328.37	\$ 22.66	\$ 321.80
E-080-0703-70	EX Large Rubber Wheel QC	\$ 328.37	\$ 22.66	\$ 321.80
E-080-0704-71	EX XL Rubber Wheel QC	\$ 735.55	\$ 50.75	\$ 720.84
E-080-0709-70	EX Small Aggressive Wheel QC	\$ 733.36	\$ 50.60	\$ 718.70
E-080-0711-70	EX Medium Aggressive Wheel QC	\$ 952.28	\$ 65.71	\$ 933.23
LOCATORS		Detailed Description		
LF2200 Multifrequency Digital Receiver w/Hard Case	E-LF2200	\$ 3,327.50	\$ 229.60	\$ 3,260.95
WIN CAN		Detailed Description		
		List Price	2% Discount	MA2897
ENTRY PACKAGE				
VX-ENTRY-1 (Purchase)	WinCan VX Entry License includes: Section, Basic Reporting, Data Viewer, All languages & Standards, Map Entry, Photo Assistant, Drawing function, Meta DB, Data Transfer Tool, SQL database option, Multiple Inspection, Grading.	\$ 3,831.01	\$ 264.34	\$ 3,754.39
VX-ENTRY-1-SUB (ANNUAL SUBSCRIPTION, Includes support)	ANNUAL WinCan VX Entry License includes: Section, Basic Reporting, Data Viewer, All languages & Standards, Map Viewer, Photo Assistant, Drawing function, Meta DB, Data Transfer Tool, SQL database option, Multiple Inspection, Grading.	\$ 1,171.19	\$ 80.81	\$ 1,147.77
VX-INFINITY-ENTRY-1 (Annual Support)	ANNUAL Entry Enterprise Infinity Support Plan includes: Unlimited Phone, Email, and Remote Internet Technical Support Unlimited Maintenance Upgrades and Version Upgrades 5 Hours per year of Web Ex Training Same Day Support and Service	\$ 711.47	\$ 49.09	\$ 697.24
LITE PACKAGE				
VX-LITE-1 (Purchase)	WinCan VX Lite License includes: Section, Basic Reporting, Data Viewer, All languages & Standards, Map Entry, Photo Assistant, Drawing function, Meta DB, Data Transfer Tool, SQL database option, Multiple Inspection, Grading, , MPEG 1 Software Recording, Software Encoding and Text Generator.	\$ 8,143.62	\$ 561.91	\$ 7,980.75
VX-LITE-1-SUB (ANNUAL SUBSCRIPTION, Includes support)	ANNUAL WinCan VX Lite License includes: Section, Basic Reporting, Data Viewer, All languages & Standards, Map Viewer, Photo Assistant, Drawing function, Meta DB, Data Transfer Tool, SQL database option, Multiple Inspection, Grading, , MPEG 1 Software Recording, Software Encoding and Text Generator.	\$ 3,097.64	\$ 213.74	\$ 3,035.69
VX-INFINITY-LITE-1 (Annual Support)	ANNUAL Lite Enterprise Infinity Support Plan includes: Unlimited Phone, Email, and Remote Internet Technical Support Unlimited Maintenance Upgrades and Version Upgrades to WinCan VX 5 Hours per year of Web Ex Training Same Day Support and Service	\$ 1,083.63	\$ 74.77	\$ 1,061.95
ADVANCED PACKAGE				
VX-ADVANCED-1 (Purchase)	WinCan VX Advanced License includes: Section/Lateral/Manhole, Basic Reporting, Report Generator, Data Viewer, All languages & Standards, Map Viewer, PhotoAssistant, Drawing function, Meta DB, Data Transfer Tool, SQL database option, Multiple Inspection, Grading, MPEG 1/2/4 Recording, Software Encoding and Text Generator. NASSCO Validator, Inclination, Local deformation & Crack width with laser, HD Video Capture.	\$ 11,750.24	\$ 810.77	\$ 11,515.24
VX-ADVANCED-1-SUB (ANNUAL SUBSCRIPTION, Includes support)	ANNUAL WinCan VX Advanced License includes: Section/Lateral/Manhole, Basic Reporting, Report Generator, Data Viewer, All languages & Standards, Map Viewer, PhotoAssistant, Drawing function, Meta DB, Data Transfer Tool, SQL database option, Multiple Inspection, Grading, MPEG 1/2/4 Recording, Software Encoding and Text Generator. NASSCO Validator, Inclination, Local deformation & Crack width with laser, HD Video Capture.	\$ 4,268.84	\$ 294.55	\$ 4,183.46
VX-INFINITY-ADVANCED-1 (Annual Support)	ANNUAL Advanced Enterprise Infinity Support Plan includes: Unlimited Phone, Email, and Remote Internet Technical Support Unlimited Maintenance Upgrades and Version Upgrades to WinCan VX 5 Hours per year of Web Ex Training Same Day Support and Service	\$ 1,641.86	\$ 113.29	\$ 1,609.02
EXPERT PACKAGE				
VX-EXPERT-1 (Purchase)	WinCan VX Expert License includes: Section/Lateral/Manhole, Basic Reporting, Report Generator, Data Viewer, 3D, All languages & Standards, Map Expert/ArcGIS, Photo Assistant, Drawing function, Meta DB, Data Transfer Tool, SQL database option, Multiple Inspection, Grading, MPEG 1/2/4 Recording, Software Encoding and Text Generator. NASSCO Validator, Inclination, Local deformation & Crack width with laser, HD Video Capture, Work Order Management, Statistics, and GIS Queries.	\$ 17,047.98	\$ 1,176.31	\$ 16,707.02
VX-EXPERT-1-SUB (ANNUAL SUBSCRIPTION, Includes support)	ANNUAL WinCan VX Expert License includes: Section/Lateral/Manhole, Basic Reporting, Report Generator, Data Viewer, 3D, All languages & Standards, Map Expert/ArcGIS, Photo Assistant, Drawing function, Meta DB, Data Transfer Tool, SQL database option, Multiple Inspection, Grading, MPEG 1/2/4 Recording, Software Encoding and Text Generator. NASSCO Validator, Inclination, Local deformation & Crack width with laser, HD Video Capture, Work Order Management, Statistics, and GIS Queries.	\$ 5,527.59	\$ 381.40	\$ 5,417.04
VX-INFINITY-EXPERT-1 (Annual Support)	ANNUAL Expert Enterprise Infinity Support Plan includes: Unlimited Phone, Email, and Remote Internet Technical Support Unlimited Maintenance Upgrades and Version Upgrades to WinCan VX 5 Hours per year of Web Ex Training Same Day Support and Service	\$ 2,736.43	\$ 188.81	\$ 2,681.70

VX-EXPERT-3-NET (Purchase)	3 User WinCan VX Expert Network License includes: Section/Lateral/Manhole, Basic Reporting, Report Generator, Data Viewer, 3D, All languages & Standards, Map Expert/ArcGIS, Photo Assistant, Drawing function, Meta DB, Data Transfer Tool, SQL database option, Multiple Inspection, Grading, MPEG 1/2/4 Recording, Software Encoding and Text Generator. NASSCO Validator, Inclination, Local deformation & Crack width with laser, HD Video Capture, Work Order Management, Statistics, and GIS Queries.	\$ 40,915.15	\$ 2,823.15	\$ 40,096.84
VX-EXPERT-3-NET-SUB (ANNUAL SUBSCRIPTION, Includes support)	ANNUAL 3 User WinCan VX Expert Network License includes: Section/Lateral/Manhole, Basic Reporting, Report Generator, Data Viewer, 3D, All languages & Standards, Map Expert/ArcGIS, Photo Assistant, Drawing function, Meta DB, Data Transfer Tool, SQL database option, Multiple Inspection, Grading, MPEG 1/2/4 Recording, Software Encoding and Text Generator. NASSCO Validator, Inclination, Local deformation & Crack width with laser, HD Video Capture, Work Order Management, Statistics, and GIS Queries.	\$ 13,266.23	\$ 915.37	\$ 13,000.90
VX-INFINITY-EXPERT-3 (Annual Support)	3 User Expert Enterprise Infinity Support Plan includes: Unlimited Phone, Email, and Remote Internet Technical Support Unlimited Maintenance Upgrades and Version Upgrades to WinCan VX 5 Hours per year of Web Ex Training Same Day Support and Service	\$ 6,567.44	\$ 453.15	\$ 6,436.09
OFFICE PACKAGE				
VX-OFFICE-1 (Purchase)	WinCan VX Office License includes: Section/Lateral/Manhole, Basic reporting, Report Generator, Data Viewer, All languages & Standards, Map Entry, PhotoAssistant, Drawing function, Meta DB, Data Transfer Tool, SQL database option, Multiple Inspection, Grading, NASSCO Validator, Inclination, Local deformation & Crack width with laser.	\$ 7,880.93	\$ 543.78	\$ 7,723.31
VX-OFFICE-1-SUB (ANNUAL SUBSCRIPTION, Includes support)	ANNUAL WinCan VX Office License includes: Section/Lateral/Manhole, Basic reporting, Report Generator, Data Viewer, All languages & Standards, Map Entry, PhotoAssistant, Drawing function, Meta DB, Data Transfer Tool, SQL database option, Multiple Inspection, Grading, NASSCO Validator, Inclination, Local deformation & Crack width with laser.	\$ 2,517.52	\$ 173.71	\$ 2,467.17
VX-INFINITY-OFFICE-1 (Annual Support)	ANNUAL Office Enterprise Infinity Support Plan includes: Unlimited Phone, Email, and Remote Internet Technical Support Unlimited Maintenance Upgrades and Version Upgrades to WinCan VX 5 Hours per year of Web Ex Training Same Day Support and Service	\$ 1,313.49	\$ 90.63	\$ 1,287.22
VX-OFFICE-3-NET (Purchase)	3 User WinCan VX Office Network License includes: Section/Lateral/Manhole, Basic reporting, Report Generator, Data Viewer, All languages & Standards, Map Entry, PhotoAssistant, Drawing function, Meta DB, Data Transfer Tool, SQL database option, Multiple Inspection, Grading, NASSCO Validator, Inclination, Local deformation & Crack width with laser.	\$ 18,914.22	\$ 1,305.08	\$ 18,535.94
VX-OFFICE-3-NET-SUB (ANNUAL SUBSCRIPTION, Includes support)	ANNUAL 3 User WinCan VX Office Network License includes: Section/Lateral/Manhole, Basic reporting, Report Generator, Data Viewer, All languages & Standards, Map Entry, PhotoAssistant, Drawing function, Meta DB, Data Transfer Tool, SQL database option, Multiple Inspection, Grading, NASSCO Validator, Inclination, Local deformation & Crack width with laser.	\$ 6,042.04	\$ 416.90	\$ 5,921.20
VX-INFINITY-OFFICE-3 (Annual Support)	ANNUAL 3 User Office Enterprise Infinity Support Plan includes: Unlimited Phone, Email, and Remote Internet Technical Support Unlimited Maintenance Upgrades and Version Upgrades to WinCan VX 5 Hours per year of Web Ex Training Same Day Support and Service	\$ 3,152.37	\$ 217.51	\$ 3,089.32
WEB FLEX/ENTERPRISE				
W-WEBFLEX (ANNUAL SUBSCRIPTION)	ANNUAL WinCan Web Flex allows for data entry and modification. Creating reports and NASSCO exports (Pending certification). 500GB per seat.	\$ 2,736.43	\$ 188.81	\$ 2,681.70
W-1083-500GB (ANNUAL SUBSCRIPTION)	ANNUAL Additional 500GB of Web Storage (Purchase of 1 Web Flex seat required)	\$ 820.93	\$ 56.64	\$ 804.51
W-ENTERPRISE (ANNUAL SUBSCRIPTION)	ANNUAL WinCan Enterprise 10 TB per year	\$ 10,398.45	\$ 717.49	\$ 10,190.48
W-ENTERPRISE-MOBILE (ANNUAL SUBSCRIPTION)	ANNUAL WinCan Enterprise operator allows connection for one inspection device to pull work orders from WinCan Enterprise. (Purchase of Web Enterprise Account Required)	\$ 2,736.43	\$ 188.81	\$ 2,681.70
PROTOUCH				
PT-1010-SUB (ANNUAL SUBSCRIPTION)	ANNUAL WinCan ProTouch	\$ 1,149.30	\$ 79.30	\$ 1,126.32
MODULES				
SM-2230	Ring Laser Deformation Measurement, Sonar Scanning and IBAK 3DGS Module	\$ 5,418.14	\$ 373.85	\$ 5,309.77
SM-2230- SUB (ANNUAL SUBSCRIPTION)	Annual Ring Laser Deformation Measurement, Sonar Scanning and IBAK 3DGS Module	\$ 1,751.32	\$ 120.84	\$ 1,716.29
SM- 2230- INFINITY (Annual Support)	Annual Maintenance- Annual Ring Laser Measurement ect. Enterorise Infinity Support Plan	\$ 875.66	\$ 60.42	\$ 858.15
SE-2210	Scan Explorer Module	\$ 7,284.38	\$ 502.62	\$ 7,138.70
SE-2210-SUB (ANNUAL SUBSCRIPTION)	Annual Scan Explorer Module	\$ 2,408.06	\$ 166.16	\$ 2,359.90
SE-2210-INFINITY (Annual Support)	Annual Maintenance - Annual Scan Explorer Enterprise Infinity Support Plan	\$ 1,313.49	\$ 90.63	\$ 1,287.22
AM-2220	Asset Management Module	\$ 5,582.32	\$ 385.18	\$ 5,470.68
AM-2220-SUB (ANNUAL SUBSCRIPTION)	Annual Asset Management Module	\$ 2,079.69	\$ 143.50	\$ 2,038.10
AM-2220-INFINITY (ANNUAL Support)	Annual Maintenance - Annual Asset Management Enterprise Infinity Support Plan	\$ 985.12	\$ 67.97	\$ 965.41
CS-CleverScan (Annual)	Annual maintenance contract for CleverScan (Upgrades and Support), first year free			
HARDWARE				
H-RACKMOUNT-01	Rackmount Computer	\$ 3,250.88	\$ 224.31	\$ 3,185.86
H-LAPTOP-01	Laptop Computer with Docking Station	\$ 2,648.87	\$ 182.77	\$ 2,595.89
H-RAZOR	Razer Ripsaw HD External USB Capture Card	\$ 421.41	\$ 29.08	\$ 412.98
H-VITEC-C8	Vitec Card PCI	\$ 2,353.33	\$ 162.38	\$ 2,306.27
H-AVERCARD	Aver Media Card PCI	\$ 514.45	\$ 35.50	\$ 504.16
H-QSB-S	QSB Quadrature to USB Adapter, Single Ended Encoder	\$ 180.60	\$ 12.46	\$ 176.99
H-ENCODER	Encoder Wheel	\$ 662.22	\$ 45.69	\$ 648.97
TRAINING				
T-WINCANTRAINING-WEB	Online Setup and Training with Online Instructor (4-8 hours total)	\$ 1,641.86	\$ 113.29	\$ 1,609.02
T-WINCANTRAINING-1	One Day On-Site Installation and Training includes instructor's time and expenses	\$ 3,612.09	\$ 249.23	\$ 3,539.85
T-WINCANTRAINING-2	Two Day On-Site Installation and Training includes instructor's time and expenses	\$ 4,925.58	\$ 339.86	\$ 4,827.07
Builds		List Price	2% Discount	MA2897
Promaster Inverter Build		\$ 42,250.52	\$ 2,915.29	\$ 41,405.51
Promaster MEPS Build		\$ 52,648.97	\$ 3,632.78	\$ 51,595.99
Transit MEPS Build		\$ 53,557.47	\$ 3,695.47	\$ 52,486.32
Transit Inverter Build		\$ 42,250.52	\$ 2,915.29	\$ 41,405.51
Transit Gas Generator Build		\$ 48,051.76	\$ 3,315.57	\$ 47,090.73
14' Trailer Gas Generator Build		\$ 70,709.43	\$ 4,878.95	\$ 69,295.24
14' Cutaway Gas Generator Build		\$ 51,116.57	\$ 3,527.04	\$ 50,094.24
14' Cutaway MEPS Build		\$ 54,290.83	\$ 3,746.07	\$ 53,205.01
14' Dry Freight Diesel Generator		\$ 61,843.38	\$ 4,267.19	\$ 60,606.52
Transit Inverter Value build		\$ 30,429.13	\$ 2,099.61	\$ 29,820.55
Promaster Inverter Value build		\$ 30,429.13	\$ 2,099.61	\$ 29,820.55
Outpost		\$ 14,831.47	\$ 1,023.37	\$ 14,534.84
Option Type	Option Description			
Safety	Additional LED Strobes	\$ 788.09	\$ 54.38	\$ 772.33

	Additional LED Arrow board	\$ 1,225.92	\$ 84.59	\$ 1,201.40
	LED Strobes in all 4 corners	\$ 1,204.03	\$ 83.08	\$ 1,179.95
	Carbon Monoxide Detector	\$ 142.29	\$ 9.82	\$ 139.45
Audio Visual	Printer	\$ 656.74	\$ 45.32	\$ 643.61
	additional 19" Tru-Vu Video monitor w/mount (for RVX SAT)	\$ 1,335.38	\$ 92.14	\$ 1,308.67
	19" Tru-Vu Monitor w/mount (For Rackmount)	\$ 1,335.38	\$ 92.14	\$ 1,308.67
	Multi TV mount - Suppports up to 3 Monitors	\$ -	\$ -	\$ -
	Underdesk keyboard tray (req'd for SAT, optional for RVX)	\$ 262.70	\$ 18.13	\$ 257.44
	Ethernet Cable & Port	\$ 508.98	\$ 35.22	\$ 498.80
Illumination	110v Swing out Light	\$ 415.94	\$ 28.70	\$ 407.62
	12v Handheld spotlight	\$ 372.15	\$ 25.68	\$ 364.71
	Cabinet lights	\$ 946.81	\$ 65.33	\$ 927.87
	Cabinet lights for Transit, Dodge or Sprinter	\$ 946.81	\$ 65.33	\$ 927.87
Utility	Cable reel slide Swivel	\$ 1,992.12	\$ 137.46	\$ 1,952.28
	Stackable SAT Reel Support Frame	\$ 809.98	\$ 55.89	\$ 793.78
	Sink	\$ 2,298.60	\$ 158.60	\$ 2,252.63
	Pedestal Crane	\$ 7,662.01	\$ 528.68	\$ 7,508.77
	Lifting Aid	\$ 5,297.73	\$ 365.54	\$ 5,191.78
	Bumper Drawer	\$ 3,283.72	\$ 226.58	\$ 3,218.05
	Bedslide	\$ 2,944.40	\$ 203.16	\$ 2,885.51
	Pocket Door	\$ 1,619.97	\$ 111.78	\$ 1,587.57
	Air compressor	\$ 788.09	\$ 54.38	\$ 772.33
	Magnetic tool holders	\$ 207.97	\$ 14.35	\$ 203.81
Chassis	Insulation	\$ 1,532.40	\$ 105.74	\$ 1,501.75
	Upgrade to 16' Aluminum Cutaway Box	\$ 1,149.30	\$ 79.30	\$ 1,126.32
	Upgrade to 16' Aluminum Dry Freight Box	\$ 1,149.30	\$ 79.30	\$ 1,126.32
	Roll-up rear door	\$ 700.53	\$ 48.34	\$ 686.52
	Upgrade to Onan 5.5 gas generator w/alum. Enclosure	\$ 5,866.91	\$ 404.82	\$ 5,749.57
	Underbody Generator Mount	\$ 689.58	\$ 47.58	\$ 675.79
Power	Upgrade to 7.0kw Onan generator	\$ 3,546.42	\$ 244.70	\$ 3,475.49
	UPS	\$ 2,068.74	\$ 142.74	\$ 2,027.37
	External genset Box	\$ 2,035.91	\$ 140.48	\$ 1,995.19
Storage	Quick View Brackets	\$ 328.37	\$ 22.66	\$ 321.80
	Verisight Brackets	\$ 328.37	\$ 22.66	\$ 321.80
Comfort	Wall mount Heater	\$ 459.72	\$ 31.72	\$ 450.53
	Rear awning	\$ 3,283.72	\$ 226.58	\$ 3,218.05
	RVX doggie door	\$ 1,149.30	\$ 79.30	\$ 1,126.32

		List Price	2% Discount	MA2897
QL-6-Sleeve	High-grade steel sleeve DN150 L 400 mm w EPDM-rubber seal DN150	\$ 628.54	\$ 43.37	\$ 615.97
QL-6-Sleeve-1 Flare	High-grade steel sleeve DN150 L 400 mm w EPDM-rubber seal DN150 w 1 Flare	\$ 628.54	\$ 43.37	\$ 615.97
QL-6-Sleeve-2 Flare	High-grade steel sleeve DN150 L 400 mm w EPDM-rubber seal DN150 w 2 Flares	\$ 628.54	\$ 43.37	\$ 615.97
QL-8-Sleeve	High-grade steel sleeve DN200 L 400 mm w EPDM-rubber seal DN200	\$ 682.51	\$ 47.09	\$ 668.86
QL-8-Sleeve-1 Flare	High-grade steel sleeve DN200 L 400 mm w EPDM-rubber seal DN200 with 1 Flare	\$ 682.51	\$ 47.09	\$ 668.86
QL-8-Sleeve-2 Flare	High-grade steel sleeve DN200 L 400 mm w EPDM-rubber seal DN200 with 2 Flares	\$ 682.51	\$ 47.09	\$ 668.86
QL-10-Sleeve	High-grade steel sleeve DN250 L 400 mm w EPDM-rubber seal DN250	\$ 766.48	\$ 52.89	\$ 751.15
QL-10-Sleeve-1 Flare	High-grade steel sleeve DN250 L 400 mm w EPDM-rubber seal DN250 w 1 Flare	\$ 766.48	\$ 52.89	\$ 751.15
QL-10-Sleeve-2 Flare	High-grade steel sleeve DN250 L 400 mm w EPDM-rubber seal DN250 w 2 Flares	\$ 766.48	\$ 52.89	\$ 751.15
QL-12-Sleeve	High-grade steel sleeve DN300 L 400 mm w EPDM-rubber seal DN300	\$ 834.85	\$ 57.60	\$ 818.15
QL-12-Sleeve-1 Flare	High-grade steel sleeve DN300 L 400 mm w EPDM-rubber seal DN300 w 1 Flare	\$ 834.85	\$ 57.60	\$ 818.15
QL-12-Sleeve-2 Flare	High-grade steel sleeve DN300 L 400 mm w EPDM-rubber seal DN300 w 2 Flares	\$ 834.85	\$ 57.60	\$ 818.15
QL-14-Sleeve	High-grade steel sleeve DN350 L 400 mm w EPDM-rubber seal DN350	\$ 921.22	\$ 63.56	\$ 902.79
QL-14-Sleeve-1 Flare	High-grade steel sleeve DN350 L 400 mm w EPDM-rubber seal DN350 w 1 Flare	\$ 921.22	\$ 63.56	\$ 902.79
QL-14-Sleeve-2 Flare	High-grade steel sleeve DN350 L 400 mm w EPDM-rubber seal DN350 w 2 Flares	\$ 921.22	\$ 63.56	\$ 902.79
QL-16-Sleeve	High-grade steel sleeve DN400 L 400 mm w EPDM-rubber seal DN400	\$ 1,000.39	\$ 69.03	\$ 980.38
QL-16-Sleeve-1 Flare	High-grade steel sleeve DN400 L 400 mm w EPDM-rubber seal DN400 w 1 Flare	\$ 1,000.39	\$ 69.03	\$ 980.38
QL-16-Sleeve-2 Flare	High-grade steel sleeve DN400 L 400 mm w EPDM-rubber seal DN400 w 2 Flares	\$ 1,000.39	\$ 69.03	\$ 980.38
QL-18-Sleeve	High-grade steel sleeve DN450 L 500 mm w EPDM-rubber seal DN450	\$ 1,203.10	\$ 83.01	\$ 1,179.04
QL-18-Sleeve-1 Flare	High-grade steel sleeve DN450 L 500 mm w EPDM-rubber seal DN450 w 1 Flare	\$ 1,203.10	\$ 83.01	\$ 1,179.04
QL-18-Sleeve-2 Flare	High-grade steel sleeve DN450 L 500 mm w EPDM-rubber seal DN450 w 2 Flares	\$ 1,203.10	\$ 83.01	\$ 1,179.04
QL-20-Sleeve	High-grade steel sleeve DN500 L 500 mm w EPDM-rubber seal DN500	\$ 1,203.10	\$ 83.01	\$ 1,179.04
QL-20-Sleeve-1 Flare	High-grade steel sleeve DN500 L 500 mm w EPDM-rubber seal DN500 w 1 Flare	\$ 1,203.10	\$ 83.01	\$ 1,179.04
QL-24-Sleeve	High-grade steel sleeve DN600 L 500 mm w EPDM-rubber seal DN600	\$ 1,428.61	\$ 98.57	\$ 1,400.04
QL-24-Sleeve-1 Flare	High-grade steel sleeve DN600 L 500 mm w EPDM-rubber seal DN600 w 1 Flare	\$ 1,428.61	\$ 98.57	\$ 1,400.04
QL-28-Sleeve	High-grade steel sleeve DN700 L 500 mm w EPDM-rubber seal DN700	\$ 1,634.92	\$ 112.81	\$ 1,602.22
QL-28-Sleeve-1 Flare	High-grade steel sleeve DN700 L 500 mm w EPDM-rubber seal DN700 w 1 Flare	\$ 1,634.92	\$ 112.81	\$ 1,602.22
QL-36-Sleeve-Big	High-grade steel sleeve DN900 L=200mm, 2 parts w EPDM DN900	\$ 2,144.71	\$ 147.98	\$ 2,101.82
End Sleeves				
QL-6-End Sleeve	High-grade steel sleeve DN150 L=250mm w EPDM rubber seal DN150	\$ 567.37	\$ 39.15	\$ 556.02
QL-8-End Sleeve	High-grade steel sleeve DN200 L=250mm w EPDM rubber seal DN200	\$ 606.94	\$ 41.88	\$ 594.81
QL-10-End Sleeve	High-grade steel sleeve DN250 L=250mm w EPDM rubber seal DN250	\$ 656.13	\$ 45.27	\$ 643.01
QL-12-End Sleeve	High-grade steel sleeve DN300 L=250mm w EPDM rubber seal DN300	\$ 717.31	\$ 49.49	\$ 702.96
QL-14-End Sleeve	High-grade steel sleeve DN350 L=250mm w EPDM rubber seal DN350	\$ 796.46	\$ 54.96	\$ 780.54
QL-16-End Sleeve	High-grade steel sleeve DN400 L=250mm w EPDM rubber seal DN400	\$ 917.62	\$ 63.32	\$ 899.27
QL-18-End Sleeve	High-grade steel sleeve DN450 L=300mm w EPDM rubber seal DN450	\$ 1,075.95	\$ 74.24	\$ 1,054.43
QL-20-End Sleeve	High-grade steel sleeve DN500 L=300mm w EPDM rubber seal DN500	\$ 1,132.33	\$ 78.13	\$ 1,109.69

Neverest Equipment Company

PO Box 583
 Commerce City CO 80037

303-227-7686

Quote

Bill To	Ship To
Wes Van Valkenburg Public Utilities Manager Midvale City 8196 South Main Street Midvale, UT 84047 United States	Wes Van Valkenburg Public Utilities Manager Midvale City 8196 South Main Street Midvale, UT 84047 United States

Account #	Quote #	Quote Date	Valid Thru	Terms	Rep.	Ship Via	FOB
1304	6955	01/24/2024	03/25/2024	Net 30	BVercimack		

Product	Description	Quantity	Unit Price	Total Price
E-RX-SYS-TRUCK-B ASIC-21-L-HD	System includes VC500 Controller with Vision Report Software installed, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, emergency stop cable, RX130 Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter and integrated lift. RCX90 pan, tilt, zoom camera, Pressurization Kit, and Wincan VX entry license. \$108,472.2	1.00	106,302.76	106,302.76
LIFTING AID	LIFTING AID \$ 5297.73	1.00	5,191.78	5,191.78
19" Tru-Vu Monitor	Upgraded to 21.5" HD Monitors with additional for Equipment Bay \$1335.38	2.00	1,408.07	2,816.14
H-RACKMOUNT-01	Rackmount Computer \$ 3250.88	1.00	3,182.86	3,182.86
H-Avercard	Aver Media Card PCI \$514.00	1.00	504.16	504.16
E-559-3900-00	HD RAL200 LED Auxiliary Light with Backeye Camera for RVX \$5363.41	1.00	5,256.14	5,256.14
E-035-0209-01	Flexible Cable Guide Pulley \$1641.86	1.00	1,609.02	1,609.02
E-080-0709-00	Quick Change Wheel HMS (Small Aggressive) Wheel D85x18 / d12 QCD \$525.40	4.00	514.89	2,059.56
E-080-0705-00	Quick Change Wheel (Small Grease) RX130 D85 x 18 / d12 \$ 317.43	4.00	311.08	1,244.32
E-080-0706-00	Quick Change Wheel (Medium Grease) for RX130 D120 x 31 / d12 \$ 399.52	6.00	391.53	2,349.18
E-080-0711-00	Quick Change Wheel HMS (Medium Aggressive) Wheel D120x31 / d12 \$ 684.11	6.00	670.43	4,022.58

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Account #	Quote #	Quote Date	Valid Thru	Terms	Rep.	Ship Via	FOB
1304	6955	01/24/2024	03/25/2024	Net 30	BVercimack		

Product	Description	Quantity	Unit Price	Total Price
E-080-0707-00	Quick Change Wheel (Large Grease) RX130 D150 x 52 /12 \$ 459.72	6.00	450.53	2,703.18
E-080-0710-00	Quick Change Wheel HMS (Large Aggressive) Wheel D145x52 / d12 \$ 700.53	6.00	686.52	4,119.12
E-080-0704-02	Quickchange XL rubber wheel RX130 \$640.33	4.00	627.52	2,510.08
E-000-0035-00	Top Manhole Cable Roller Aluminum frame and rubber wheel with bearings protects cable from manhole top cover edge and reduces friction to improves crawler performance.\$ 492.56	1.00	482.71	482.71
VX-EXPERT-1-SUB	ANNUAL WinCan VX Expert License includes: Section/Lateral/Manhole, Basic Reporting, Report Generator, Data Viewer, 3D, All languages & Standards, Map Expert/ArcGIS, Photo Assistant, Drawing function, Meta DB, Data Transfer Tool, SQL & Oracle database option, Multiple Inspection, Grading, Software Encoding, MPEG 1/2/4 Recording, NASSCO Validator, Text Generator, Inclination, Local deformation & Crack width with laser, Work Order Management, Statistics, and GIS Queries. \$ 5527.59	1.00	5,417.04	5,417.04
Training	2 DAY ONSITE WINCAN TRAINING \$ 4925.58	1.00	4,827.07	4,827.07
19" Class LED HDTV	UPGRADED 23" HD MONITOR 23" Class LED HD Computer Monitor	1.00	1,408.89	1,408.89
001-00285-00	8873v3 Receiver 512Hz, 33kHz & 82kHz.Sonde Receiver/Locator	1.00	1,390.00	1,390.00
Misc	Safety Lighting installed locally	1.00	4,255.65	4,255.65
Misc	Remove CUES equipment from Midvale Van, 1 day Install Envirosight Equipment, 2 days	1.00	6,750.00	6,750.00

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Quote

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Account #	Quote #	Quote Date	Valid Thru	Terms	Rep.	Ship Via	FOB
1304	6955	01/24/2024	03/25/2024	Net 30	BVercimack		

Product	Description	Quantity	Unit Price	Total Price
	Delivery and Set up 1 day 2 days onsite equipment training w/lunch provided			
Misc	Neverest Equipment Company and Midvale will be bound by the terms of Utah State Contract MA4267 Equipment pricing where applicabl.Preceeding contract was MA 2897	1.00	0.00	0.00

Taxable Total	Tax Rate	Tax Amount	Discount Rate
0.00	0.00	0.00	0.00

Quote Total
168,402.24

Thank you for your Business.



7505 S Holden Street
Midvale, UT 84047
801-567-7200
www.MidvaleCity.org

**MIDVALE CITY COUNCIL
STAFF REPORT
3/12/2024**

SUBJECT

Consideration and Approval of Resolution No. 2024-R-15 Calling for the Resignation of Utah State Board of Education Member Natalie Cline

SUBMITTED BY

Matt Dahl, City Manager

BACKGROUND AND OVERVIEW

The Utah State Board of Education is established in the Utah State Constitution with the purpose of exercising general control and supervision over the public education system throughout Utah. The members of the Utah State Board of Education are elected by district. Natalie Cline is the board member representing District 9, which encompasses a significant portion of Midvale.

On February 6, 2024, Natalie Cline denigrated a student through the weaponization of social media, with the effect of invoking online comments and threats that placed the student and her classmates in danger. In response, Mayor Stevenson and Midvale City Council Members, sent a letter to Natalie Cline on February 9, 2024, through which they condemned her behavior and expressed their belief that she was incapable of fulfilling her duty as a member of the Utah State Board of Education. Mayor Stevenson and the Midvale City Council members also used the letter to demand Natalie Cline's resignation.

Since February 6, 2024, state officials, city councils, school boards, parents and students have called for Natalie Cline's resignation or condemned her behavior. Natalie Cline has been stripped of many of her privileges and duties as a board member, but has not resigned.

The letter sent by Mayor Stevenson and the City Council members on February 9, 2024, represented their individual opinions, but was not a formal action of the Midvale City Council that memorialized the position of Midvale City. Given that Natalie Cline has not resigned, the City Council will consider Resolution No. 2024-R-15 reaffirming the positions they expressed in the February 9, 2024, letter and formally demand Natalie Cline's resignation.

RECOMMENDED MOTION

I move to adopt Resolution No. 2024-R-15 Calling for the Resignation of Utah State Board of Education Member Natalie Cline.

ATTACHMENTS

Resolution No. 2024-R-15

**MIDVALE CITY, UTAH
RESOLUTION NO. 2024-R-15**

**A RESOLUTION CALLING FOR THE RESIGNATION OF UTAH STATE BOARD OF
EDUCATION MEMBER NATALIE CLINE**

WHEREAS, Midvale City is committed to ensuring the health, safety, and general welfare of everyone in our community; and

WHEREAS, it is incumbent upon elected officials to foster an environment characterized by inclusivity, understanding, and mutual respect; and

WHEREAS, Midvale is proud to host numerous public and private schools, which are attended by Midvale residents and students from neighboring communities; and

WHEREAS, the Utah State Board of Education is a constitutionally established elected body that exercises general control and supervision over the public education system throughout Utah; and

WHEREAS, Utah State Board of Education District 9 encompasses a substantial portion of Midvale; and

WHEREAS, Utah State Board of Education Member Natalie Cline was elected to represent the residents of District 9; and

WHEREAS, on February 6, 2024, Utah State Board of Education member Natalie Cline denigrated a student through the weaponization of social media, with the effect of invoking online comments and threats that placed that student and her classmates in danger; and

WHEREAS, Mayor Stevenson and Midvale City Council members sent Natalie Cline a letter on February 9, 2024, condemning her actions on February 6, 2024, as well as expressing the belief that her behavior in office showed that she was incapable of fulfilling her duty as a member of the Utah State Board of Education; and

WHEREAS, Mayor Stevenson and City Council members used the February 9, 2024 letter to demanded Natalie Cline's resignation from the Utah State Board of Education; and

WHEREAS, Governor Spencer Cox, Lieutenant Governor Deidre Henderson, the Utah State Board of Education, Millcreek City Council, Murray City Council, Canyons School District, Granite School District, and Salt Lake County Council, as well as parents and students throughout Utah, have publicly called for Natalie Cline's resignation, or voiced concern about her behavior and ability to serve the students of Utah; and

WHEREAS, Natalie Cline has been stripped of many of her privileges and duties as a member of the Utah State Board of Education; and

WHEREAS, Natalie Cline has not resigned from the Utah State Board of Education; and

WHEREAS, the Midvale City Council believes that Natalie Cline is incapable of acting in the best interest of Midvale students and their families, as well as students and families throughout Utah; and

WHEREAS, Natalie Cline’s conduct detracts from the Utah State Board of Education’s essential mission and is detrimental to fostering an educational environment that nurtures growth, safety and respect for all students.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF MIDVALE, UTAH, the Midvale City Council hereby demands the immediate resignation of Natalie Cline from the Utah State Board of Education.

APPROVED AND ADOPTED this 12th day of March, 2024.

Marcus Stevenson, Mayor

ATTEST:

Rori L. Andreason, MMC
City Recorder

Voting by the City Council	“Aye”	“Nay”
Bonnie Billings	_____	_____
Paul Glover	_____	_____
Heidi Robinson	_____	_____
Bryant Brown	_____	_____
Dustin Gettel	_____	_____