

PUBLIC NOTICE

Notice is hereby given that the Redevelopment Agency (RDA) of Tooele City will meet in a Business Meeting Wednesday, September 18, 2024 immediately following the City Council Business Meeting. The meeting will be held in the Tooele City Hall Council Chambers, located at 90 North Main Street, Tooele, Utah. The complete public notice is posted on the Utah Public Notice Website www.utah.gov, the Tooele City Website www.tooelecitecity.gov, and at Tooele City Hall. To request a copy of the public notice or for additional inquiries please contact Michelle Pitt, City Recorder at (435)843-2111 or michellep@tooelecitecity.gov

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

AGENDA

1. **Open RDA Meeting**
2. **Roll Call**
3. **Resolution 2024-03** A Resolution of the Redevelopment Agency of Tooele City, Utah Approving and Ratifying an Agreement with Broken Arrow Inc. for Expansion of the Denny's Parking Lot in Order to Accommodate the Future Adjacent Signalized Intersection
Presented by John Perez, Economic Development Director
4. **Resolution 2024-04** A Resolution of the Redevelopment Agency of Tooele City, Utah (RDA) Authorizing RDA Participation in Rail Infrastructure Upgrades at Peterson Industrial Depot (PID)
Presented by John Perez, Economic Development Director
5. **Resolution 2024-05** A Resolution of the Redevelopment Agency of Tooele City, Utah (RDA) Authorizing RDA Participation in Infrastructure Upgrades at the Peterson Industrial Depot (PID)
Presented by John Perez, Economic Development Director
6. **Minutes**
~ June 19, 2024
7. **Adjourn**

Michelle Y. Pitt, RDA Secretary

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

REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH

RESOLUTION 2024-03

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH APPROVING AND RATIFYING AN AGREEMENT WITH BROKEN ARROW INC. FOR EXPANSION OF THE DENNY'S PARKING LOT IN ORDER TO ACCOMMODATE THE FUTURE ADJACENT SIGNALIZED INTERSECTION.

WHEREAS, with development of Tooele 10th and Main Commercial property located on the southwest corner of Main Street (SR-36) and 1000 North (SR-112), UDOT intends to install a signalized intersection to Main Street immediately adjacent to the north property line of the existing Denny's Restaurant; and,

WHEREAS, once the new UDOT signal is activated, UDOT will require closure of the existing Denny's entrance to Main Street due to safety concerns; and,

WHEREAS, the Redevelopment Agency of Tooele City, Utah ("RDA") has agreed to mitigate the Denny's Main Street access closure by constructing a new access for Denny's onto the proposed signalized access roadway; and,

WHEREAS, Broken Arrow, Inc., has submitted a cost proposal of Ninety Two Thousand Three Hundred Ninety dollars and Fifty Five cents (\$92,390.55). A copy of the Cost Estimate is attached as Exhibit A; and,

WHEREAS, the RDA Board and RDA Executive Director consider the project an emergency project given the urgent nature and schedules of the 10th and Main Project and of UDOT in signalizing the intersection and providing alternate access to Denny's; and,

WHEREAS, the City's and RDA's procurement policies do not require public competitive bidding in the event of emergency project needs (see Section III.A.5. of the City's and RDA's procurement policy and procedure attached with Exhibit A); and,

WHEREAS, the City's and RDA's procurement policies allow for the City Council and RDA Board to give informal consent or approval to an urgent project prior to formal public approval, so long as formal approval and ratification follow; and,

WHEREAS, a majority of the RDA Board consented informally to the agreement's approval (see emails attached with Exhibit A); and,

WHEREAS, Utah Code Sections §11-39-101 and §72-6-108 do not require public competitive bidding because the project cost is well below the respective statutory triggering thresholds (\$125,000 plus 3% annually since 2003; \$350,000); and,

WHEREAS, the RDA Executive Director requests an additional appropriation in the amount of Five Thousand dollars (\$5,000) as contingency for change orders for changed

conditions which may arise during the Project, as reviewed and approved by the RDA Executive Director:

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH that the Agreement with Broken Arrow, attached as Exhibit B, is hereby approved and ratified, and an additional Five Thousand dollars (\$5,000) is hereby approved as contingency for change orders for changed conditions which may arise during the Project, as reviewed and approved by the RDA Director:

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

REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH

(For)

(Against)

ABSTAINING: _____

RDA EXECUTIVE DIRECTOR

ATTEST:

Michelle Y. Pitt, RDA Secretary

S E A L

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

EXHIBIT A

Approving RDA Board Emails

Purchasing Policy re Emergency Expenditures

Michelle Pitt

From: Maresa Manzione
Sent: Monday, September 9, 2024 4:19 PM
To: Michelle Pitt
Subject: Re: Please Respond ASAP Re: Denny's Parking Lot Improvement
Attachments: BROKEN_ARROW_ESTIMATE_2024_09_03_Tooele_City_-_Denny's_Parking_Lot (1).pdf

Yes

Maresa
Sent from my iPhone

On Sep 9, 2024, at 3:46 PM, Michelle Pitt <MPitt@tooelecity.gov> wrote:

The RDA agreed to fund the modifications to the Denny's parking lot to accommodate the closure of their Main Street entrance and allow the Kimball Development to build a new north entrance. Although we expected this expense a few years ago, the delay has increased costs. Broken Arrow has given us a bid of **\$92,390.55** and can start the project immediately. We would like your vote to get this going due to the movement happening quickly on the Kimball development. We will bring this to you for ratification at the September 18th RDA meeting.

Please respond as soon as you can to let me know if you agree to this expenditure and then we will bring it back for ratification.

Thanks,
Michelle

Michelle Pitt

From: Dave McCall
Sent: Monday, September 9, 2024 4:04 PM
To: Michelle Pitt
Subject: Re: Please Respond ASAP Re: Denny's Parking Lot Improvement

I agree with this, thanks for your work on this.

David McCall
Tooele City Council

From: Michelle Pitt
Sent: Monday, September 9, 2024 3:46:10 PM
To: Debbie Winn; Dave McCall; Ed Hansen; Justin Brady; Maresa Manzione; Melodi Gochis
Subject: Please Respond ASAP Re: Denny's Parking Lot Improvement

The RDA agreed to fund the modifications to the Denny's parking lot to accommodate the closure of their Main Street entrance and allow the Kimball Development to build a new north entrance. Although we expected this expense a few years ago, the delay has increased costs.

Broken Arrow has given us a bid of **\$92,390.55** and can start the project immediately. We would like your vote to get this going due to the movement happening quickly on the Kimball development. We will bring this to you for ratification at the September 18th RDA meeting.

Please respond as soon as you can to let me know if you agree to this expenditure and then we will bring it back for ratification.

Thanks,
Michelle

Michelle Pitt

From: Melodi Gochis
Sent: Tuesday, September 10, 2024 7:50 AM
To: Michelle Pitt
Cc: Debbie Winn; Dave McCall; Ed Hansen; Justin Brady; Maresa Manzione
Subject: Re: Please Respond ASAP Re: Denny's Parking Lot Improvement

Michelle,

I vote to approve the change. I am in favor of moving forward with the project and Denny's Parking Lot improvement. I will not be attending the September 18th meeting and have requested to be excused.

V/r

Melodi Gochis

Sent from my iPhone

On Sep 9, 2024, at 3:46 PM, Michelle Pitt <MPitt@tooelecitey.gov> wrote:

The RDA agreed to fund the modifications to the Denny's parking lot to accommodate the closure of their Main Street entrance and allow the Kimball Development to build a new north entrance. Although we expected this expense a few years ago, the delay has increased costs.

Broken Arrow has given us a bid of **\$92,390.55** and can start the project immediately. We would like your vote to get this going due to the movement happening quickly on the Kimball development. We will bring this to you for ratification at the September 18th RDA meeting.

Please respond as soon as you can to let me know if you agree to this expenditure and then we will bring it back for ratification.

Thanks,

Michelle

<BROKEN_ARROW_ESTIMATE_2024_09_03_Tooele_City_-_Denny's_Parking_Lot (1).pdf>

III. PURCHASES

Tooele City purchases are not subject to sales tax. For vendors requiring documentation of tax-exempt status, an Exemption Certificate may be obtained from Accounts Payable, Finance Department.

When a procurement involves the expenditure of State or Federal funds, Tooele City shall comply with the applicable State and Federal laws and regulations.

A. PURCHASE ORDERS

1. The department head shall ensure that funds are available in budgeted line items of the budget for all purchases. If funds are not available, department heads shall obtain approval from the Mayor and City Council to make necessary budget adjustments.
2. The department head, or designee, shall initiate and complete the electronic Purchase Requisition process to request a Purchase Order.
3. Requisitions up to \$3,000 shall be approved by the Purchasing Agent; requisitions \$3,000-\$29,999 shall be approved by the Purchasing Agent and Mayor; requisitions \$30,000 and above shall be approved by the Purchasing Agent, Mayor, and City Council.
4. Purchases shall not be divided in to smaller purchases for the purpose of evading the approval process required by this policy, or for the purpose of avoiding the need to obtain a bid or written contract.
5. Purchase orders for goods or services shall be requested from department heads or designees, as specified below:

No competitive quotes or bids required for purchases:

- Under \$5,000
- Sole source purchases
- State contracts
- Emergencies
- Purchases to repair and maintain equipment owned by the City which may be more economically and efficiently added to, repaired, or maintained, in the judgment of the Purchasing Agent or department head, by a particular person or firm.
- Exchanges of goods between the City and other entities whereby the cost would be below the market cost from vendors.

3 quotes (may be telephone, online searches, or written requests) for purchases:

- \$5,000-\$9,999

3 written quotes or bids required for purchases:

- \$10,000 and above (Council approval and contracts required if \$30,000 or more)
- vehicles and equipment

3 sealed bids, public advertising, Council approval, and contracts required for:

- Capital Projects of \$50,000 or more,

EXHIBIT B

Agreement:

Broken Arrow, Inc.



AGREEMENT

The REDEVELOPMENT AGENCY OF TOOEELE CITY, UTAH, a political subdivision of the State of Utah, (hereinafter “RDA”), and BROKEN ARROW INC. of 8960 Clinton Landing Road, Lake Point, Utah 84074 a corporation, (hereinafter “Contractor”) enter into this Agreement for the Denny’s Parking Lot Modification on the ____ day of _____, 2024 (the “Effective Date”).

Now, therefore, in consideration of the promises contained in this Agreement, the RDA and the Contractor agree to the following:

1. Services (Scope of Work). The Contractor shall provide the following services to the RDA:

The project consists of two phases. The first is the expansion of the existing parking lot to the west, relocation of an existing street light, and for the construction of a connection drive to the Tooele 10th and Main commercial signalized entrance. The second phase will include closure of the existing Denny’s access from Main Street, furnish and installation of curb & gutter, sidewalk, landscaping, and related appurtenances, once the UDOT signal is activated.

2. Disclaimer of Right of Control. Contractor shall perform its duties competently. The RDA disclaims any right to control the Contractor’s performance of the Services.

3. Compensation.

- a. Rate. The RDA shall pay the Contractor the Not to Exceed sum of Ninety Two Thousand Three Hundred Ninety dollars and fifty five cents (\$92,390.55) for fully performing the Services, pursuant to invoice and the attached Exhibit A, Broken Arrow Estimate.
- b. Total Cost Contract. This Agreement is a “Total Cost Contract.” The contract Rate includes all costs and expenses associated with the provision of the Services.
- c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded RDA employees.

4. Term of Agreement. Contractor shall fully perform the Services within 30 days from UDOT activating the signal at the intersection of the Tooele 10th and Main access and SR-36 (weather permitting).

5. Termination. The RDA may terminate this Agreement at any time. Should the RDA terminate this Agreement prior to the Services being fully performed, the RDA shall pay for those Services performed.

6. Indemnification and Insurance.

- a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$1,000,000.
- b. Contractor Indemnification. Contractor shall indemnify and hold the RDA and its agents harmless from all claims of liability for injury or damage caused by any breach of contract, negligence, recklessness, or intentional act or omission of Contractor or its agents in performance of this Agreement.

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

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

REDEVELOPMENT AGENCY OF TOOEELE CITY, UTAH BROKEN ARROW INC.

Debra E. Winn, RDA Executive Director

Signature
Print Name/Title:_____

Attest:

Michelle Y. Pitt, RDA Secretary

SEAL

Approved as to form:

Roger Evans Baker, RDA Attorney



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

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

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

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

CHECK APPLICABLE BOX:

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

Name: _____ Social Security Number: _____

Name: _____ Social Security Number: _____

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

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

Contractor Signature

Date

BROKEN ARROW ESTIMATE

Tooele City - Denny's Parking Lot

09/03/2024



8960 Clinton Landing Road
Lake Point, UT, 84074

Tooele City Corporation
Paul Hansen
90 N. Main Street
Tooele, UT, 84074
(435) 843-2132
paulh@tooelecity.org

Estimator Contact Information:
Travis Loader
Office: 801-355-0527
Mobile: 435-840-4727
tloader@brokenarrowusa.com

SUMMARY OF SERVICES

Broken Arrow is pleased to submit this estimate for the scope of work outlined below. Our estimate is based upon a site visit on 8/19/2024 and project drawings titled: DENNY'S PARKING LOT; dated 5/21/2024.

EXCLUSIONS:

CQC Testing & Inspection
Surveying
Permits and/or Bonds
Dewatering
Construction Water

SUMMARY OF BID ITEMS

Description	Total Estimate	Job
100 SITE WORK	\$17,684.72	19.14%
120 MOBILIZATION / PROJECT SUPPORT	\$12,707.50	13.75%
330 DRY UTILITIES INSTALLATION	\$3,998.55	4.33%
500 SITE CONCRETE	\$36,189.25	39.17%
650 ASPHALT PAVING	\$13,843.32	14.98%
700 LANDSCAPE / IRRIGATION INSTALLATION	\$7,967.21	8.62%
Total Estimate	\$92,390.55	100.00%

BROKEN ARROW ESTIMATE

Tooele City - Denny's Parking Lot

09/03/2024



8960 Clinton Landing Road
Lake Point, UT, 84074

Estimate Table

Description	Quantity	Unit	Unit Price	Total Estimate
100 SITE WORK				
Remove & Dispose of Existing Curb & Gutter	287.76	LF	12.65	3,640.16
Remove & Dispose of Existing Concrete	374.53	SF	6.04	2,261.22
Remove & Dispose of Existing Asphalt	1,604.98	SF	2.59	4,152.89
Remove & Dispose of Existing Landscaping	1,516.75	SF	2.30	3,488.53
Saw Cut Existing Asphalt	115.61	LF	2.30	265.90
Remove & Dispose of Existing Curb Wall	71.50	LF	14.95	1,068.93
Remove & Dispose of Existing Tree	1.00	EA	402.50	402.50
Provide & Place A-1-a Structural Fill	96.00	TN	25.05	2,404.59
120 MOBILIZATION / PROJECT SUPPORT				
Mobilization	1.00	LS	9,775.00	9,775.00
SWPPP Controls	1.00	LS	575.00	575.00
UDOT Encroachment Permit & Traffic Control	1.00	LS	1,495.00	1,495.00
CQC Testing	1.00	LS	862.50	862.50
330 DRY UTILITIES INSTALLATION				
Relocate Existing Light Pole (Includes: New Precast Base)	1.00	EA	3,998.55	3,998.55
500 SITE CONCRETE				
24-Inch Curb & Gutter	220.87	LF	38.81	8,572.51
24-Inch Reverse Pan Curb & Gutter	114.65	LF	38.81	4,449.86
Curb Tie-in	5.00	EA	661.25	3,306.25
Curb Transition	2.00	EA	661.25	1,322.50
2' Wide Curb Cut & Waterway w/Rip Rap	1.00	EA	747.50	747.50
New Sidewalk (6" Thick)	280.35	SF	17.25	4,836.04
30-Inch HB Curb & Gutter	40.69	LF	108.10	4,398.59
6-Inch Base For New Concrete	2,976.00	SF	2.88	8,556.00
650 ASPHALT PAVING				
Parking Lot Striping	1.00	LS	1,150.00	1,150.00

BROKEN ARROW ESTIMATE

Tooele City - Denny's Parking Lot

09/03/2024



8960 Clinton Landing Road
Lake Point, UT, 84074

Description	Quantity	Unit	Unit Price	Total Estimate
3-Inch Asphalt Patching	2,323.72	SF	5.46	12,693.32
700 LANDSCAPE / IRRIGATION INSTALLATION				
Landscape Restoration (Sprinklers, Sod w/4" Top Soil or 3" Depth Rock Mulch w/Weed Barrier)	966.25	SF	8.25	7,967.21

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. Broken Arrow Inc. is authorized to proceed with the work as specified. Payments shall follow the contract terms upon an executed contract. otherwise, all payments on completed work will be net 30 days. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Late payments shall be subject to a 2% monthly (24 % annual) interest fee. All collection costs incurred on delinquent account shall be paid by the customer.

Approved By: _____

Date: _____

TOOELE CITY CORPORATION

RESOLUTION 2024-04

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH (RDA) AUTHORIZING RDA PARTICIPATION IN RAIL INFRASTRUCTURE UPGRADES AT PETERSON INDUSTRIAL DEPOT (PID).

WHEREAS, the Redevelopment Agency of Tooele City, Utah (RDA) has recognized the importance of promoting economic development within Tooele City to enhance the local economy, create jobs, and support community growth; and,

WHEREAS, Peterson Industrial Depot (PID) has proposed rail installation and infrastructure upgrades at PID that align with the City's economic development goals by offering substantial investment, job creation, and other community benefits (see Exhibit A); and,

WHEREAS, the RDA deems it beneficial to participate in these rail installation and infrastructure upgrades to PID to support the needs of current businesses and future businesses in RDA areas such as PID; and,

WHEREAS, the proposed upgrades include rail installation for current and future businesses that will greatly modernize and assist with transportation for businesses:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that, in light of the above policy considerations, the RDA Board hereby authorizes the RDA's participation in the above-referenced improvements in an amount of \$150,000.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

Exhibit A

Letter of Request from Peterson Industrial Depot

Debbie Winn

From: Aaron Peterson <aaron@petersonindustrialgroup.com>
Sent: Tuesday, September 3, 2024 9:39 AM
To: Debbie Winn
Subject: [External]Rail infrastructure

Mayor,

Good Morning please see attached

Tooele Redevelopment Agency

Dear Members of the Tooele Redevelopment Agency,

I hope this letter finds you well. I am writing to express my support for the proposed rail installation and infrastructure upgrades at the Peterson Depot. The rail installation for Central states and Minova. As a key transportation hub in our community, the Peterson Depot has the potential to significantly enhance connectivity, drive economic development, and improve the quality of life for residents in Tooele and surrounding areas. The Current PID spend on outlined upgrades are \$786,562.00, we are asking for the participation of the RDA in the amount of \$150,000.00.

The proposed upgrades will not only modernize the existing facilities but will also ensure that they meet the growing demands of our community. By investing in rail infrastructure, we can facilitate more efficient transportation options, reduce traffic congestion, and promote sustainable travel. Improved rail services will likely attract new businesses, contributing to the economic vitality of the region.

Furthermore, enhancing and expanding the Peterson Depot will foster greater capacity, providing them with reliable rail service. This aligns with our community's goals of promoting economic growth within Peterson Depot. The current growth will add several more jobs to the Depot Switching expanding the crew size.

I urge the Tooele Redevelopment Agency to prioritize this project and provide the necessary support for its successful implementation. The benefits of these upgrades will resonate throughout our community for years to come.

Thank you for considering this important initiative. I look forward to seeing the positive impact that these improvements will have on our community.

Sincerely,

Aaron Peterson
Peterson Industrial Group
801-698-8316

TOOELE CITY CORPORATION

RESOLUTION 2024-05

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH (RDA) AUTHORIZING RDA PARTICIPATION IN INFRASTRUCTURE UPGRADES AT THE PETERSON INDUSTRIAL DEPOT (PID).

WHEREAS, the Tooele City Redevelopment Agency (RDA) has recognized the importance of promoting economic development within Tooele City to enhance the local economy, create jobs, and support community growth; and,

WHEREAS, Peterson Industrial Depot (PID) has proposed infrastructure improvements at PID that align with City's economic development goals by offering substantial investment, job creation, and future growth in RDA areas (see Exhibit A); and,

WHEREAS, the RDA deems it beneficial to participate in these infrastructure upgrades to PID to support the needs of current businesses and future businesses in RDA areas such as PID; and,

WHEREAS, the proposed upgrades include ribbon curbing, sewer upgrades, and water utility upgrades for current and future businesses that will improve the utility quality for current and future businesses (see Exhibit B). Furthermore, these water utility upgrades include several installations of pressure-reducing valves (PRVs) which will ensure reliable water service for areas southward in the RDA's Depot project area (see Exhibit C):

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that, in light of the above policy considerations, the RDA Board hereby authorizes the RDA's participation in the amount of \$1,500,000.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

Exhibit A

Letter of Request from Peterson Industrial Depot (PID)

From: [Aaron Peterson](#)
To: [John Perez](#)
Subject: [External]FW: 1.5 Million Request
Attachments: [Peterson Depot utility upgrade quote 9-10-24.pdf](#)
Sent: 9/10/2024 2:48:15 PM

John,

Please see attached revised estimate for infrastructure improvements for Peterson Industrial Depot for future growth, the following will help provide the utilities for future users.

Aaron Peterson
President
1600 W K Ave
Tooele, Utah 84074
O:435-843-8317

Exhibit B

Infrastructure Upgrade Cost Breakdown



Estimate Proposal

Project Information

Project # 1669
Title Peterson Depot Utility upgrades
Address M Ave and Garnet St.
City, State, Zip Tooele, UT 84074
Country

Estimate Information

Estimate # 001
Description Loadestone and James Way improvements for OA
Proposal Date
Valid Thru Date

From

Contact Aaron Peterson
Company Tekko
Address 1600 W K Ave
City, State, Zip Tooele, UT 84074-5547
Country United States
Phone
Fax

To

Contact
Company
Address
City, State, Zip
Country
Phone
Fax

We are pleased to quote the following labor, equipment, and materials in accordance with the plans and specifications listed above. This proposal is subject to exclusions that may be listed below.

Scope of work for the project to be constructed as depicted in the plans and details as described herein:

:

01 00 00: General Requirements

Total: 521,442.70

01 00 00: General Requirements

Total: 521,442.70

Item #	Description	Quantity	Unit	Unit Price	Total
8	labor	4		7,040.00	28,160.00
9	traffic control	2	mon	8,352.45	16,704.90
13	Supervision	2	mon	76,120.00	152,240.00
14	site services	2	mon	2,168.90	4,337.80
21	Water shares	2	ls	35,000.00	70,000.00
22	Permit Fees	1	ls	250,000.00	250,000.00

03 00 00: Concrete

Total: 721,636.14

03 00 00: Concrete

Total: 721,636.14

Item #	Description	Quantity	Unit	Unit Price	Total
7	asphalt James Way	1		340,767.885	340,767.88
12	Ribbon Curb	1		104,487.068	104,487.07
21	asphalt Lodestone	1		81,381.1875	81,381.19
22	concrete rail crossing	125		1,560.00	195,000.00

31 00 00: Earthwork

Total: 77,034.10

31 00 00: Earthwork

Total: 77,034.10

Item #	Description	Quantity	Unit	Unit Price	Total
2	A1A compliant trench fill material	8,600	tons	5.9375	51,062.50
2	haul back fill	100		259.716	25,971.60

33 00 00: Utilities

Total: 1,547,659.17



33 00 00: Utilities					Total: 955,924.14
Item #	Description	Quantity	Unit	Unit Price	Total
8	lighting	1	LS	111,700.00	111,700.00
10	Sewer	1		227,284.26	227,284.26
11	Water/sewer on james way	1		585,581.68	585,581.68
18	Fittings	1	ls	22,514.70	22,514.70
20	change manholes	1		8,843.50	8,843.50
33 11 00: Water Utility Distribution Piping					Total: 591,735.03
Item #	Description	Quantity	Unit	Unit Price	Total
15	Ten inch Water main	2,840	ft	86.572	245,864.48
16	10 inch fire hydrant	12	ea	5,689.05	68,268.60
17	PRV	2	ea	128,800.00	257,600.00
19	Testing and Chlorinization	1	ls	7,195.55	7,195.55
20	10" valve and fittings	1	ls	12,806.40	12,806.40

Estimate Total: \$2,867,772.11

EXCLUSIVE TERMS & CONDITIONS OF SALE:

A. ACCEPTANCE

Seller's quotation, together with these Exclusive Terms & Conditions of Sale, and any other documents incorporated therein or attached thereto, constitutes an offer to supply Buyer the goods to be purchased pursuant to Seller's quotation. Seller's quotation supersedes any prior oral or written communication between Seller and Buyer. BY ACCEPTING THE GOODS OR SERVICES, ORDERING THE GOODS OR SERVICES, OR ACKNOWLEDGING RECEIPT OF SELLER'S QUOTATION, BUYER AGREES TO AND ACCEPTS THE TERMS AND CONDITIONS CONTAINED HEREIN AS THE ONLY TERMS AND CONDITIONS APPLYING TO THE SALE OF THE GOODS AND/OR SERVICES PURCHASED PURSUANT TO SELLER'S QUOTATION. BUYER'S ACCEPTANCE OF SELLER'S OFFER ARE EXPRESSLY LIMITED TO THESE TERMS AND CONDITIONS. ALL OTHER TERMS, INCLUDING ANY ADDITIONAL OR DIFFERENCE TERMS OR CONDITIONS CONTAINED IN BUYER'S PURCHASE ORDER OR ACCEPTANCE OF SELLER'S OFFER ARE HEREBY OBJECTED TO AND DISALLOWED. Seller's offer may be withdrawn by Seller at any time prior to Buyer's acceptance of the Terms and Conditions contained therein, and will expire automatically 30 days from the date hereof unless so accepted by Buyer.

B. PRICES – Prices are:

1. Subject to change without notice prior to acceptance of Buyer's order by Seller.
2. Exclusive of all federal, state, municipal or other government excise, sales, use, occupational or like taxes now in force or to be enacted in the future.
3. Subject to an increase equal in amount to any tax the Seller may be required to collect or pay upon the sale of the items quoted.
4. Quoted F.O.B. place of manufacture.

C. ESCALATION CLAUSE

Our price is based on the current prices and surcharges for the steel types and shapes necessary for the project as posted and made publicly available by our suppliers. Notwithstanding anything herein to the contrary, any increases or decreases in the price of the steel ordered by us on your behalf, or any additional surcharges imposed on the steel ordered by us after fifteen days from the date of this proposal shall result in a corresponding dollar-for-dollar increase (or decrease) in our final price when invoicing you.

D. TERMS

1. The terms of payment for goods and services are as follows unless otherwise specified: **All orders must be secured with a 35% deposit to cover the cost of materials with regular progress payments made on the balance. Net cash within thirty (30) days from date of each Invoice** unless otherwise specified by Seller to Buyer. Buyer is to supply satisfactory credit references.
2. Interest may be charged at the rate of 1-1/2 percent (1.5%) per month or the maximum rate allowed under state law, if it is a lesser number, on any payments which are not received by the due date. Any expense of collection including reasonable attorney's fees shall be borne by Buyer.
3. Seller reserves the right to modify these terms for export business and special projects.

E. SHIPPING ESTIMATES

1. The shipping date shown in Seller's quotation is approximate and dependent upon prior sales and circumstances beyond Seller's control.
2. Shipping date will be computed from the date of receipt of all data required to enable complete engineering or acceptance of Buyer's order as provided in the acceptance paragraph above, whichever is later.

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3. Every effort will be made to effect shipment within the time stated, but Seller will not be liable for any damage resulting directly or indirectly from fire, embargo, strikes, or act of God, civil strife or insurrection, transportation delay, whether at place of manufacture or elsewhere, or from delay by reason of any rule, regulation or order of any government authority directly effecting delivery, or from other causes beyond Seller's control. In the event of such a delay, the shipping date shall be extended for a reasonable length of time at least equal to the period of such delay.
4. Any change in Buyer's requirement will require confirmation or revision of estimated shipping data.
5. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, SPECIAL, DIRECT, OR CONSEQUENTIAL DAMAGES OCCASIONED BY DELAYS, WHETHER OR NOT SUCH DELAYS ARE BEYOND SELLER'S CONTROL.

F. DELIVERY

Unless otherwise specified in Seller's quotation, all goods shall be shipped F.O.B. Seller's place of manufacture at which point title and risk of loss to the goods shall shift to Buyer.

G. INSTALLATION

1. When deemed necessary to Seller, Seller or its agent will supply a service engineer to supervise setting up and demonstrating the operation of the goods.
2. All costs incident to the erection and installation shall be borne by the Buyer. Additional or special services will be quoted on request.

H. PRODUCTION ESTIMATES

Production estimates, if made a part of Seller's quotation, are based on Seller's analysis and understanding of the work to be performed and assume various production factors including normal working conditions, competent operators, proper maintenance of the goods, and use of materials which conform to (i) the specifications contained herein, (ii) the specifications attached to the goods and (iii) the standards of industry. It is, therefore, EXPRESSLY UNDERSTOOD THAT PRODUCTION ESTIMATES ARE NOT GUARANTEED.

I. WARRANTY

1. Any goods or parts thereof covered by Seller's quotation which under normal operating conditions in the plant of the original user thereof, proving defective in material or workmanship within three (3) months from date of shipment by Seller as determined by an inspection by Seller, will be replaced free of charge provided that Buyer promptly sends Seller written notice of the defect and establishes that the goods have been properly installed, maintained and operated within the limits of rated and normal usage. The liability of Seller under this warranty or for any loss or damage to the goods, whether the claim is based on contact or negligence, shall not in any case exceed the purchase price of the goods and upon the expiration of the warranty as it relates to electronic control units, only applies if the user has in his employ qualified maintenance personnel.
2. The terms of this warranty do not in any way extend to any goods purchased or manufactured (with respect to Seller's quotation) which have a separate warranty or life under normal usage inherently shorter than the three (3) month period indicated above. Subject to the terms and conditions set forth herein, the warranty on any purchased goods is expressly limited to those offered by their respective manufacturer and which Seller may pass through to Buyer.
3. This warranty shall be void and Seller shall not be liable for any breach of warranty if the goods or parts thereof covered by Seller's quotation shall have been repaired or altered by persons other than Seller, unless expressly authorized by seller in writing.
4. With respect to any services to be provided by Seller pursuant to this quotation, Seller represents and warrants that the services will be provided in a diligent and competent manner in accordance with industry standards utilizing personnel with a level of skill commensurate with the services to be performed.
5. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED BY SELLER AND ARE EXCLUDED FROM THIS AGREEMENT.

J. LIMITATION OF LIABILITY

1. BUYER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL (AT SELLER'S SOLE DISCRETION) BE THE REPAIR OR REPLACEMENT OF DEFECTIVE GOODS, provided, however, if the goods are incapable of being repaired, Buyer's exclusive remedy shall be money damages, but such damages shall not exceed the purchase price of goods.
2. Any claim for breach of Seller's warranty must be in writing addressed to Seller and must set forth the alleged defect in sufficient detail to permit its easy identification by Seller. Any breach of warranty claim not made within three (3) months of shipment of goods by Seller (or with respect to services, within three (3) months of Seller's completion of the services) will not be honored by Seller and will be of no force and effect.
3. SELLER'S TOTAL POTENTIAL LIABILITY ON ANY CLAIM OR CAUSE OF ACTION OF ANY KIND, INCLUDING NEGLIGENCE, FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH OR RESULTING FROM SELLER'S QUOTATION OR FROM THE PERFORMANCE BY SELLER OR BREACH THEREOF, OR FROM THE DESIGN, MANUFACTURE, SALE, SERVICES RENDERED, DELIVERY, RESALE, INSTALLATION, TECHNICAL DIRECTION OF INSTALLATION, INSPECTION, REPAIR, OPERATION OR USE OF ANY GOODS COVERED BY OR FURNISHED UNDER SELLER'S QUOTATION SHALL IN NO CASE EXCEED THE TOTAL AMOUNT OF MONEY ACTUALLY PAID BY BUYER TO SELLER FOR THE PRODUCTS AND/OR SERVICES PROVIDED PURSUANT TO THIS QUOTATION.
4. IN NO EVENT SHALL SELLER OR ITS AFFILIATED PERSONS AND ENTITIES, BE LIABLE TO BUYER (OR TO ANY THIRD PARTY) IN ANY ACTION OR CLAIM FOR CONSEQUENTIAL, SPECIAL, AND/OR INCIDENTAL DAMAGES, LOSS OF REVENUE OR PROFITS, LOSS



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OF OPPORTUNITY, LOSS OF TIME, LOSS OF PRODUCT OR LOSS OF USE, WHETHER THE ACTION IN WHICH RECOVERY OR DAMAGES IS SOUGHT IS BASED ON CONTRACT, TORT (INCLUDING PRODUCT LIABILITY, SOLE, CONCURRENT OR OTHER NEGLIGENCE AND STRICT LIABILITY), STATUTE OR OTHERWISE TO THE EXTENT PERMITTED BY LAW, AND REGARDLESS OF WHETHER SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN, AND STATUTORY REMEDIES WHICH ARE INCONSISTENT WITH THESE TERMS ARE WAIVED.

K. PROPERTY AND PATENT RIGHTS

Seller retains for itself any and all property rights in and to all designs, inventions and improvements pertaining to any goods designed in connection with the quotation and to all patents, trademarks, copyrights and related industrial property rights arising out of the work done in connection therewith. Buyer expressly agrees that it will not assert any right to property rights retained herein by Seller.

L. RESERVATION OF RIGHTS WITH RESPECT TO SELLER'S OTHER PRODUCTS

Seller reserves the right to make improvements and changes in design upon its goods without any obligation to make such changes or improvements upon the goods that are the subject of Seller's quotation or on goods previously manufactured and sold by it.

M. LIMITATIONS OF ACTIONS

Any statute or law to the contrary notwithstanding any action to recover for any loss or damage arising out of, or connected with or resulting from Seller's quotation, or from the performance or breach thereof must be commenced within a one (1)-year period after the cause of action to Buyer, unless otherwise extended by Seller in writing. It is expressly agreed that there are no warranties of future performance pertaining to the goods that are the subject of Seller's quotation that would extend such one-year limitation.

N. CANCELLATION

In the event Buyer requests Seller to stop work or cancel the order or any part thereof, cancellation charges shall be paid to Seller as follows: (i) any and all work that is complete or scheduled for completion within thirty (30) days of the date of notification in writing to stop work or to cancel shall be invoiced and paid in full and: (ii) for work in process, other than covered by item (i), and any materials and supplies procured, or for which definite commitments have been made by Seller in connection with Buyer's order, the Buyer shall pay the actual costs and overhead expense determined in accordance with good accounting practices, plus 15 percent and: (iii) an amount equal to 15 percent of the difference between the cancellation charge as computed in item (ii) and the full purchase price of the goods will be charged as compensation for business irretrievably lost as a result of accepting a purchase order based on Seller's quotation and having said purchase order cancelled by the Buyer and: (iv) Buyer shall promptly instruct Seller as to the disposition of the goods, and Seller may, if requested in writing signed by Buyer, hold the goods for Buyer's account. All costs of storage, insurance, handling, boxing or other costs in connection therewith shall be borne by Buyer.

O. INDEMNIFICATION OF SELLER

The Buyer shall indemnify, defend, save and hold Seller, its affiliated business (and the directors, officers, employees, agents of the same) and any person acting for or on its behalf harmless from and against any and all liability, damage, loss, claims, demands, judgments and actions of any nature, whatsoever which are claimed to arise out of, result from or connected with: (i) engineering specifications, data or criteria furnished by Buyer to Seller (provided Seller manufactured the goods in accordance with such specifications, data or criteria): (ii) changes in criteria made by Buyer: (iii) Buyer's negligence or omissions in Buyer's performance or non-performance of its obligations under any agreement: or (iv) the failure by Buyer, its agents, employees or anyone acting through or on its behalf, to properly operate the goods in accordance with manuals, directions or other operating specifications furnished by Seller to Buyer.

P. DISPUTE RESOLUTION

Any dispute or controversy or claim arising out of or related in any way to this quotation and/or any sale and purchase of products or services hereunder or any transaction contemplated hereby which cannot be amicably resolved by the parties shall be solely and finally settled by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. The arbitration shall take place in Salt Lake County, Utah. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be bound to adjudicate all disputes in accordance with the laws of the State of Utah. The decision of the arbitrator shall be in writing with findings of fact and shall be final and binding on the parties.

Q. ATTORNEY'S FEES

Should suit be brought to enforce or interpret any part of these Terms & Conditions, the "prevailing party" shall be entitled to recover reasonable attorney's fees.

R. TAXES

Unless otherwise specified in Seller's quotation our quotation does not include Utah state tax. Buyers who purchase their items in Utah are subject to Utah state tax on top of the quoted price, unless a **Tax Exemption Certificate** is on file with the Seller. All goods purchased and delivered outside the state of Utah are not subject to this tax.

S. COMPLETE AGREEMENT

Any orders received by Seller in response to Seller's quotation shall not be binding or firm orders until approved by Seller. Seller's quotations, when accepted by Buyer in acceptance paragraph thereof, and when Seller's acknowledgement of receipt of acceptance is



Estimate Proposal

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given to Buyer, shall constitute the entire agreement between the parties relating to Seller's quotation and the goods and services provided pursuant thereto, shall supersede all previous communications or understandings between Buyer and Seller with respect to the subject matter thereof, and no alteration or addition to Seller's quotation shall be binding on Seller unless it is in writing signed by Seller's duly authorized officer.

**Authorized
Signature:** _____

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.

Signature: _____

Date of Acceptance: _____

Exhibit C

Pressure-Reducing Valves (PRVs) Conceptual Design

NOTE: BASE MAP INFORMATION PROVIDED BY ENSIGN ENGINEERING

CURRENT 90 PSI
(EST.)

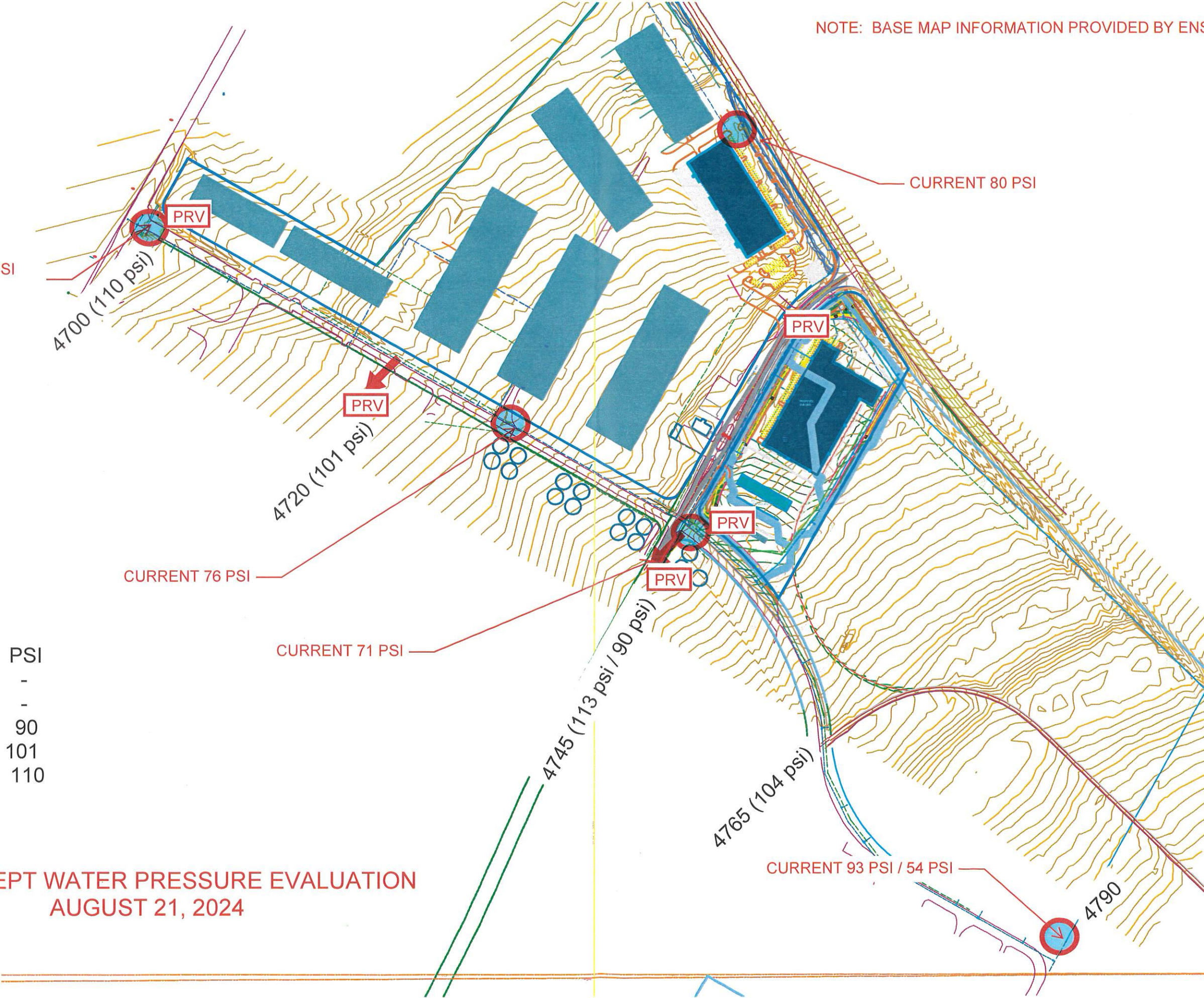
CURRENT 80 PSI

CURRENT 76 PSI

CURRENT 71 PSI

ELEV.	PSI	PSI
4790	93	-
4765	104	-
4745	113	90
4720	-	101
4700	-	110

PID CONCEPT WATER PRESSURE EVALUATION
AUGUST 21, 2024



**Redevelopment Agency of
Tooele City Council**

Date: Wednesday, June 19, 2024

Time: 7:00 p.m.

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

Board Members Present:

Melodi Gochis
Ed Hansen
Justin Brady
Maresa Manzione

Board Members Excused:

David McCall

City Employees Present:

Mayor Debbie Winn
Adrian Day, Police Department Chief
Michelle Pitt, City Recorder
Loretta Herron, Deputy City Recorder
Roger Baker, City Attorney
Andrew Aagard, Community Development Director
Shannon Wimmer, Finance Director
Jamie Grandpre, Public Works Director
John Perez, Economic Development Director

Minutes prepared by Katherin Yei

1. Open RDA Meeting

Chairman Manzione called the meeting to order at 7:07 p.m.

2. Roll Call

Melodi Gochis, Present
Ed Hansen, Present
Justin Brady, Present
Maresa Manzione, Present
David McCall, Excused

3. Hearing and Motion on Resolution 2024-02 A Resolution of the Redevelopment Agency of Tooele City, Utah, Adopting a Budget for Fiscal Year 2024-2025

Presented by Shannon Wimmer, Finance Director

Ms. Wimmer presented the budget for fiscal year 2024-2025. This is the last budget the RDA will be adopting for the project area. There is an additional funds for commercial developments in 2025.

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

Board Member Brady motioned to approve Resolution 2024-02. Board Member Hansen seconded the motion. The vote was as follows: Board Member Hansen, "Aye," Board Member Gochis, "Aye," Board Member Brady, "Aye," and Board Member Manzione, "Aye." The motion passed.

4. Minutes

There are no changes to the minutes

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

5. Adjourn

Chairman Manzione adjourned the meeting at 7:11 pm.

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

Approved this _____ day of July, 2024

Maresa Manzione, Redevelopment Agency Chairman