PUBLIC NOTICE

Notice is hereby given that the Tooele City Council will meet in a Business Meeting on Wednesday, November 6, 2024 at the hour of 7:00 p.m. The meeting will be held in the Tooele City Hall Council Chambers, located at 90 North Main Street, Tooele, Utah. The complete public notice is posted on the Utah Public Notice Website www.utah.gov, the Tooele City Website www.tooelecity.gov, and at Tooele City Hall. To request a copy of the public notice or for additional inquiries please contact Michelle Pitt, City Recorder at (435)843-2111 or michellep@tooelecity.gov.

*We encourage you to join the City Council meeting electronically by visiting the **Tooele City YouTube Channel**, at **https://www.youtube.com/@tooelecity** or by going to YouTube.com and searching "Tooele City Channel". If you are attending electronically and would like to submit a comment for the public comment period or for a public hearing item, please email cmpubliccomment@tooelecity.gov anytime up until the start of the meeting. Emails will be read at the designated points in the meeting.*

AGENDA

1. **Pledge of Allegiance**

2. **Roll Call**

3. **Mayor's Youth Recognition Awards**

4. **Public Comment Period**

5. **Public Hearing** Regarding EPA Grant Funds for Clean Up at 126 North Broadway
   Presented by John Perez, Economic Development Director

6. **Ordinance 2024-30** An Ordinance of Tooele City Repealing Tooele City Code Title 1 Chapter 21 Regarding Bail Commissioners
   Presented by Matt Johnson, Assistant City Attorney

7. **Ordinance 2024-31** An Ordinance of Tooele City Updating the City Fire Code by Amending Tooele City Code Title 3 Chapter 1 and Repealing Tooele City Code Title 3 Chapter 2
   Presented by Matt Johnson, Assistant City Attorney and Matt McCoy, Fire Chief

8. **Resolution 2024-88** A Resolution of the Tooele City Council Adopting an Amended 2024 Public Infrastructure District Policy
   Presented by Matt Johnson, Assistant City Attorney

9. **Resolution 2024-87** A Resolution of the Tooele City Council Approving an Agreement with Christensen & Griffith Construction for Construction of the Library Book Cover Awning Project
   Presented by Chase Randall, Library Director

10. **Resolution 2024-89** A Resolution of the Tooele City Council Approving an Agreement with Big T Recreation for Installation of a Playground and Sand Box at Settlers Park
    Presented by Darwin Cook, Parks and Recreation Director

11. **Resolution 2024-90** A Resolution of the Tooele City Council Approving an Agreement with All-Tech Electric for the 2024 Well House Generator Installation Project
    Presented by Jamie Grandpre, Public Works Director

12. **Resolution 2024-86** A Resolution of the Tooele City Council Approving a Three-Year Agreement with Ace Recycling and Disposal for Collection, Transportation, and Disposal of Residential Refuse and Recyclable Materials
    Presented by Michelle Pitt, City Recorder

13. **Invoices & Purchase Orders**
    Presented by Michelle Pitt, City Recorder

14. **Minutes**

    ~October 16, 2024 Business Meeting

15. **Adjourn**

_____

Michelle Y. Pitt, Tooele City Recorder

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

TOOELE CITY CORPORATION

ORDINANCE 2024-30

AN ORDINANCE OF TOOELE CITY REPEALING TOOELE CITY CODE TITLE 1 CHAPTER 21 REGARDING BAIL COMMISSIONERS.

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

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

WHEREAS, in 1967 and 1968 the City Council enacted ordinances regarding the appointment of Bail Commissioners: "The Mayor, by and with the consent of the Council, may appoint from among the officers and members of the Police Department one or more discreet persons to be known as Bail Commissioners, who shall have and exercise all the powers which are now or hereafter may be conferred by law upon City Judges in respect to the fixing of bail of persons arrested" for misdemeanors in Tooele City—these ordinances are codified in Tooele City Code Chapter 1-21; and,

WHEREAS, the ordinance cited in the TCC legislative history (67-3) does not relate to the chapter on Bail Commissioners, nor do any other 1967 ordinances, and the true legislative history of TCC Chapter 1-21 is therefore unknown; and,

WHEREAS, bail bonds in criminal cases are regulated comprehensively by Utah Code Chapter 31A-35, including the creation of a Bail Bond Oversight Board and appointment of Board members by the Insurance Commissioner; and,

WHEREAS, while UCA Chapter 31A-35 does not expressly preempt TCC Chapter 1-21, the state does occupy the field of regulating bail bonds, and the state law renders the city law moot—therefore, the City Attorney recommends repealing TCC Chapter 1-21 in its entirety:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that Tooele City Code Chapter 1-21 regarding Bail Commissioners is hereby repealed in its entirety.

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

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

TOOELE CITY COUNCIL

(For) (Against)

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved) (Disapproved)

_____ _____

ATTEST:

_____
Michelle Y. Pitt, City Recorder

S E A L

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

TOOELE CITY CORPORATION

ORDINANCE 2024-31

AN ORDINANCE OF TOOELE CITY UPDATING THE CITY FIRE CODE BY AMENDING TOOELE CITY CODE TITLE 3 CHAPTER 1 AND REPEALING TOOELE CITY CODE TITLE 3 CHAPTER 2.

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

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

WHEREAS, by authority of Tooele City Charter Section 2-06, the Fire Department is a Tooele City administrative department, the operations of which are supervised by the Mayor (*see* Charter Section 2-06 and Tooele City Code Section 1-6-4); and,

WHEREAS, Fire Department authorities, duties, and activities are regulated by Tooele City Code Title 3; and,

WHEREAS, it is customary and good practice to review and update Tooele City Code in order to ensure consistency with current practices, procedures, and laws; and,

WHEREAS, much of Title 3 Chapter 1 is now outdated and obsolete, and Tooele City staff has drafted a new Chapter 1 that is consistent with current practices, procedures, organizational structure, fire department best practices, and laws (Exhibit A); and,

WHEREAS, Title 3 Chapter 2 is outdated and obsolete, as well as duplicative of Tooele City Code Section 10-2-7, and should be repealed:

NOW, THEREFORE, BE IT ORDAINED BY TOOELE CITY that: Tooele City Code Title 3 Chapter 1 is hereby amended, as shown in Exhibit A; and, that Tooele City Code Title 3 Chapter 2 is hereby repealed in its entirety.

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

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

TOOELE CITY COUNCIL

(For) (Against)

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved) (Disapproved)

_____ _____

ATTEST:

_____
Michelle Y. Pitt, City Recorder

S E A L

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

Exhibit A

Tooele City Code Title 3 Chapter 1

TITLE 3. FIRE

Chapter 1. Fire Department.
Chapter 2. Repealed. (Ord. 2024-31, __-__-__)
Chapter 3. Fire Code.
Chapter 4. Fireworks.
Chapter 5. Local Fire Officer.
Chapter 6. Fire Code: Enforcement and Abatement.
Chapter 7. Fire Alarms.

CHAPTER 1. FIRE DEPARTMENT

3-1-1. Fire Chief.
3-1-2. Duties and powers.
3-1-3. Fire Marshal.
3-1-4. Authority.
3-1-5. Unlawful interference.
3-1-6. Investigation.
3-1-7. Unoccupied buildings.
3-1-8. Use of water.
3-1-9. Burning of solid waste; recreational fires.
3-1-10. Penalties.

3-1-1. Fire Chief.

The Mayor, with the consent of the City Council, shall appoint the Chief of the Fire Department, who shall serve as the department head. The Fire Chief shall appoint Department officers, members, and staff, and shall otherwise administer the Department assets and activities, and perform Department functions.
(Ord. __-__, __-__-__)

3-1-2. Duties and powers.

The Fire Chief shall have authority over fire prevention and fire suppression activities, including protecting life and property from fires and related hazards within the City. The Fire Chief may divide the City into fire districts. The Fire Chief may make such rules and regulations for the government of the Fire Department, as deemed expedient, including the use of uniform, badge, and equipment. The Fire Chief shall have command over all officers and members of the Fire Department at any fire or other hazard emergency scene. The Fire Chief shall have full charge of all apparatus, equipment, buildings, property, and appurtenances belonging to the Fire Department.
(Ord. __-__, __-__-__)

3-1-3. Fire Marshal.

The Fire Chief shall appoint a Fire Marshal, whose duties shall include the following: inspections of structures and locations to ensure compliance with the Utah Fire Prevention and Safety Law, International Fire Code and adopted appendices, and building codes as adopted by the City; enforce applicable fire safety codes, ordinances, and regulations; respond to citizen's complaints; investigate fire cause; manage the Department's fire prevention program; and, other duties and responsibilities customarily appertaining to the position or as assigned by the Fire Chief. The Fire Marshal shall work under the general supervision of the Fire Chief.
(Ord. __-__, __-__-__)

3-1-4. Authority.

(1) The Fire Chief and Department officers have all authority set forth in the International Fire Code, which includes the authority to extinguish any fire that creates or adds to a hazardous or objectionable situation or that violates State or City laws or ordinances.

(2) When a fire is in progress, the Fire Chief and Department officers shall have the discretion to order any building or buildings involved in or in close proximity to a fire to be torn down or otherwise disposed of for the purpose of checking for fire extension, determining fire cause, and to prevent fire spread.

(3) When responding to a fire, it shall be lawful for the Fire Chief and Department officers to blockade any street or other place if in their judgment it is necessary to secure a safe and efficient working zone for fire personnel and apparatus under their command. It shall be unlawful for any person to break through the blockade.

(4) When responding to a fire, it shall be lawful for the Fire Chief and Department officers to use water from any source for the purpose of extinguishing fires or for saving property in danger of being damaged or destroyed by fires.

(5) The fire officer in charge, in conjunction with the police department officer in charge, may prescribe the limits in the vicinity of a fire within which no person, except members of the Fire Department, and police, or those admitted by order of the officer in charge, shall be permitted. It shall be unlawful for any unauthorized person to enter the restricted area.
(Ord. __-__, __-__-__)

3-1-5. Unlawful interference.

It shall be unlawful for any person to willfully hinder any fire officer or firefighter in the discharge of their duty at a fire or fire scene, or in any manner injure, deface, or destroy any engine, hose, or other fire apparatus belonging to the City, or in any way interfere with the water or its source of supply.
(Ord. __-__, __-__-__)

3-1-6. Investigation.

Once a fire is extinguished, the Fire Department shall: make a prompt and thorough investigation of the fire cause, the time of the fire, and the amount of loss; shall prepare a description of the affected buildings and premises; shall secure all other useful information and data reasonably available; and, shall record the same in the National Fire Incident Reporting System (NFIRS). The Fire Department has the right to enter any building, or real property, for fire suppression activities and the

associated investigation. Once lawfully present, the Fire Department may keep custody of the incident scene for a reasonable time without a need for a warrant in order to conduct their investigation.
(Ord. __-__, __-__-__)

3-1-7. Burning of solid waste; recreational fires.

(1) Definitions. For this Section, the following terms are defined as follows:

(a) "Nuisance" means a state of being offensive or objectionable to a reasonable person because of smoke or odor emissions and/or a state of being hazardous to human health under present atmospheric conditions or other local circumstances;

(b) "Open burning" means the burning of material wherein products of combustion are emitted directly into the ambient air without passing through a stack or chimney from an enclosed chamber, including any fire or smoldering (burning with or without visible flames) where any material is burned in the outdoor air or receptacle other than a furnace or fireplace connected to a stack or chimney;

(b) "Out-of-control fire" means a fire that is not under the management or control of a person 18 years of age or older, such that the fire burns wild, without direction, and/or in such a way as to quickly flourish or spread;

(c) "Waste" means all solid, liquid, or gaseous material, including garbage, trash, household waste, clothing, rags, leather, plastic, rubber, floor coverings, excelsior, tree leaves, yard trimmings, garden trash, construction or demolition debris, refuse resulting from the processes of any business, trade, or industry, and/or other similar materials. "Waste" does not include paper, charcoal, and wood products used for recreational fires or cooking, as regulated in this Chapter.

(2) General Rule. It shall be unlawful for any person, for the purpose of final disposal thereof, to engage in open burning of any waste on any lot, street, alley, gutter, or on any other land, public or private.

(3) Exception. Recreational or cooking fires are allowed by persons on their own property so long as:

(a) the recreational or cooking intention for the fire is evident;

(b) the fire pile height does not exceed 12 inches above the bottom of the fire ring, fire pit, or other fire containing structure at any time;

(c) the fire is contained within a non-combustible fire ring, fire pit, or other fire containing structure no larger than 36 inches in diameter;

(d) the fire is attended and under the control of a person 18 years of age or older, until the fire is completely extinguished;

(e) fire extinguishing items are immediately on-hand (e.g., hose, shovel, water bucket, fire extinguisher); and,

(f) the fire does not become a nuisance to neighboring properties or an out-of-control fire.

(4) Any person who ignites a fire that becomes a nuisance or an out-of-control fire will be responsible for all suppression costs and other losses resulting therefrom.
(Ord. __-__, __-__-_)

3-1-8. Penalties.

(1) A violation of Section 3-1-5 is a class B misdemeanor.

(2) Any other violation of this Chapter is a class C misdemeanor.
(Ord. __-__, __-__-__)

TOOELE CITY CORPORATION

RESOLUTION 2024-88

A RESOLUTION OF THE TOOELE CITY COUNCIL ADOPTING AN AMENDED 2024 PUBLIC INFRASTRUCTURE DISTRICT POLICY.

WHEREAS, the Utah Code offers a number of legal mechanisms for the financing of public infrastructure systems, including local districts, special assessment areas (formerly special improvement districts), and tax revenue bonds, with a relatively new mechanism being the public infrastructure district ("PID"); and,

WHEREAS, PIDs are governed by the Public Infrastructure District Act, codified in Utah Code Chapter 17D-4; and,

WHEREAS, PIDs allow for imposition of tax assessments on properties within the PID, which assessments are acceptable as security for bond indebtedness; and,

WHEREAS, the creation of a PID requires the consent and action of the municipality in which the PID exists, but neither the tax assessments nor the bond indebtedness are connected to or have a bearing or effect upon municipal budgets, finances, credit ratings, or debt capacity (*see* UCA 17D-4-201(6)); and,

WHEREAS, prior to the creation of a PID, the municipality is authorized to establish criteria in determining whether to create a PID, which criteria are identified in a PID Policy adopted by the municipal legislative body, or City Council (*see* UCA 17D-4-201(7)); and,

WHEREAS, the PID Policy may identify the intent of the City Council in whether and when to consider the creation of a PID; and,

WHEREAS, on March 16, 2022, the City Council approved Resolution 2022-20, by a vote of 5-0, adopting a PID Policy (see Resolution 2022-20 and its PID Policy attached as Exhibit A), which Policy was prepared by the City Administration, members of the City Council, and outside legal counsel with experience in PIDs and PID policies; and,

WHEREAS, the 2022 PID Policy considered PIDs to have their most useful Tooele City application in large new commercial and industrial areas, with less application, if any, in residential areas; and,

WHEREAS, having now had some experience with PIDs, having considered the PID experience of other jurisdictions, and having contemplated the possibilities of broader PID applications, including for public improvements serving residential developments, the City Council finds it in the best interest of the City to broaden the City's PID policy by removing residential development as a development type for which PIDs will not be available (see the proposed Amended PID Policy attached as Exhibit B); and,

WHEREAS, irrespective of the contents of the PID Policy and the merits of a PID

petition, the City Council retains sole discretion in the creation of a PID and in the acceptance or rejection of a PID petition, and Tooele City bears no liability for the rejection of a PID petition (*see* UCA 17D-4-201(8)); and,

WHEREAS, once created, a PID is governed by a Governing Document consistent with the Act (*see* UCA 17D-4-202); and,

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Amended 2024 Public Infrastructure District (PID) Policy attached to this Resolution as Exhibit B is hereby adopted, consistent with the provisions of the Public Infrastructure District Act codified in Utah Code Chapter 17D-4.

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

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

TOOELE CITY COUNCIL

(For)	(Against)
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)	(Disapproved)
_____	_____

ATTEST:

_____
Michelle Y. Pitt, City Recorder

S E A L

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

Exhibit A

Resolution 2022-20

TOOELE CITY CORPORATION

RESOLUTION 2022-20

A RESOLUTION OF THE TOOELE CITY COUNCIL ADOPTING A PUBLIC INFRASTRUCTURE DISTRICT POLICY.

WHEREAS, the Utah Code offers a number of legal mechanisms for the financing of public infrastructure systems, including local districts, special assessment areas (formerly special improvement districts), and tax revenue bonds, with the newest being the public infrastructure district ("PID"); and,

WHEREAS, PIDs are governed by the Public Infrastructure District Act, codified in Utah Code Chapter 17D-4; and,

WHEREAS, PIDs allow for imposition of tax assessments on properties within the PID, which assessments are acceptable as security for bond indebtedness; and,

WHEREAS, the creation of a PID requires the consent and action of the municipality in which the PID exists, but neither the tax assessments nor the bond indebtedness are connected to or have a bearing or effect upon municipal budgets, finances, credit ratings, or debt capacity (*see* UCA 17D-4-201(6)); and,

WHEREAS, prior to the creation of a PID, the municipality is authorized to establish criteria in determining whether to create a PID, which criteria are identified in a PID Policy adopted by the municipal legislative body, or City Council (*see* UCA 17D-4-201(7)); and,

WHEREAS, the PID Policy may identify the intent of the City Council in whether and when to consider the creation of a PID; and,

WHEREAS, attached to this Resolution as Exhibit A is the proposed draft PID Policy prepared by the City Administration, members of the City Council, and outside legal counsel with experience in PIDs and PID policies; and,

WHEREAS, in general, the City Administration recommends that PIDs may have useful application in Tooele City in large new commercial and industrial areas, with less application, if any, in residential areas; and,

WHEREAS, irrespective of the contents of the PID Policy and the merits of a PID petition, the City Council retains sole discretion in the creation of a PID and in the acceptance or rejection of a PID petition, and Tooele City bears no liability for the rejection of a PID petition (*see* UCA 17D-4-201(8)); and,

WHEREAS, once created, a PID is governed by a Governing Document consistent with the Act (*see* UCA 17D-4-202):

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Public Infrastructure District (PID) Policy attached to this Resolution as Exhibit A is hereby adopted, consistent with the provisions of the Public Infrastructure District Act codified in Utah Code Chapter 17D-4.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this 16th day of March, 2022.

TOOELE CITY COUNCIL

(For) (Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved) (Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

SEAL

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

Exhibit A

Public Infrastructure District Policy

Tooele City, Utah
Department of Economic Development

POLICY STATEMENT:
ESTABLISHING PUBLIC INFRASTRUCTURE DISTRICTS

Local and regional infrastructure needed in Tooele City's industrial, commercial, and mixed-use development areas and in redevelopment areas require that a broad range of tools be available to finance infrastructure. This policy statement addresses the criteria under which Tooele City (the "City") will consider applications for proposed Public Infrastructure Districts (a "District"). Compliance with these criteria shall not obligate the City to approve the formation of a District. The Governing Document will be subject to approval by the City in both form and substance. The criteria are intended to serve as guidelines for the review of letters of intent and Governing Documents.

The policy statement has three sections:

1. **Process for applying including fees charged**
2. **The City's decision-making criteria**
3. **Governing Document requirements**

I. Process and Fees

Any proposed Public Infrastructure District will be considered in relation to the best interests of the City. Such interests include using the most appropriate financing mechanism for the type and magnitude of the improvements to be financed and appropriate governance mechanism. If through the review process, a Public Infrastructure District is determined by Tooele City to be the most appropriate mechanism, the process, the criteria, and requirements provided herein will apply, unless otherwise waived by the City.

The City will not consider creation of any Public Infrastructure District for exclusively residential development if such District proposes to impose ongoing property taxes as the repayment source for District debt.

A. Petition and Letter of intent to form a Public Infrastructure District

The applicant shall submit (1) a petition meeting the requirements outlined in Utah Code Title17B, Chapter 1, Part 2 as modified by 17D-4-201 and (2) a letter of intent containing the following information in summary form. The petition and letter will be used by staff to make a preliminary determination about the appropriateness of a District and must be submitted prior to submittal of a draft Governing Document. A positive staff response to the Letter of Intent does not assure approval of the Governing Document. The petition shall also be submitted concurrently with the City Recorder for certification.

Letter of Intent contents:

1. Description of District (or Districts) area including size, location, area context (significant natural and man-made features, major public improvements, adjacent development), development history, and proposed development;

2. Summary and costs of infrastructure, services and facilities:

a. Currently expected development scenario with and without the proposed District;

b. Required local and regional infrastructure and facilities for such development;

c. Regional and local infrastructure the proposed District is to provide;

d. Other unique enhancements that benefit both the District and the City as a whole

e. Estimated construction costs for the proposed District improvements;

f. General description of phasing of construction based on development projections; and

3. Provide the following financial plan information:

   a. Proforma financial overview of total costs and total revenues from all revenue sources (recognizing that a residential District may not impose ongoing property taxes);

   b. An example plan of finance showing a proposal of how the proposed financing might take place;

   c. Anticipated maximum or fixed maximum mill levy required to meet debt service of the District;

   d. Analysis of proposed mill levies in light of outstanding debt and mill levies of other taxing entities affecting the area;

   e. Comparison of the mill levies of similar taxing entities in the area;

   f. Proposed operating budgets for the District's first three years of existence;

   g. A plan of ownership and/or maintenance of proposed District improvements

   h. Any other forms of public financing and assistance being sought, including assessment areas; and

4. Proposed timeline for District creation.

5. Acknowledgement that a consent must be signed prior to the hearing date for the governing document by all property owners and registered voters, if any, within the proposed District boundaries approving of the creation of the proposed District and consenting to the issuance of debt in an amount sufficient for the proposed plan of financing.

6. Disclosure of any business relationships and conflicts of interest between the applicant and the officers and employees of the City.

7. Copies of signed engagement letters between the applicant and applicable consultants and legal counsel retained by the City and/or the proposed District whereby applicant agrees to pay fees related to the review of the application and governing document.

B. Review Process

1. The District Advisory Committee ("DAC") is a City committee that advises the Mayor, City Council and other policy-makers about district issues. The DAC includes representatives of the departments of Economic Development, Community Development, Law, Finance, Public Works, as well as other agencies and departments as needed.

   The DAC will review the petition and letter of intent utilizing these public benefit criteria and evaluation criteria to determine whether or not to direct the applicant to proceed with preparation of a draft Governing Document for submittal. Conceptual approval does not assure approval of the governing document.

C. Governing Document

1. If the concept for the District as contained in the letter of intent is approved by the DAC, the applicant shall submit a draft Governing Document to the City's Department of Economic Development. Unless the City approves otherwise in advance, such Governing Document shall be initiated from the Model Governing Document on file with the City. The applicant's draft shall include a clean draft and a redline showing all changes from the Model Governing Document.

2. The draft Governing Document will be reviewed by the DAC for compliance with the criteria and requirements contained herein. The DAC will discuss with appropriate policy-makers issues that arise during this drafting period to have such issues resolved.

3. The final Governing Document will be forwarded to City Council for action by Resolution.

D. Fees

No request to create a Public Infrastructure District shall proceed until the fees set forth herein are paid. All checks are to be made payable to Tooele City and sent to the Economic Development Office.

1. Letter of Intent: A Letter of Intent is to be submitted to the City Economic Development Office and a fee (as listed in the City's Fee Schedule) shall be paid at the time of submittal of the Letter to cover the cost of staff review.

2. If the applicant proceeds to the submittal of a Governing Document an application fee (as listed in the City's Fee Schedule) shall be submitted concurrent with the draft Governing Document

3. Other Expenses: In the event the costs of review exceed the application fee, the applicant for a District shall pay all reasonable consultant, legal, and other fees and expenses incurred by the City in the process of reviewing the application, including the draft Governing Document, prior to adoption, documents related to a bond issue and other such fees and expenses as may be necessary to interface with such District. All such fees and expenses shall be paid within 30 days of receipt of an invoice for these additional fees and expenses. Failure to pay these fees and costs shall be cause to suspend the City's review and consideration of the application.

4. In the event the applicant proposes to create more than one Public Infrastructure District with respect to the same project, the City may modify the above fees to account for overlapping work in the review and creation of such Districts.

II. Criteria for Evaluating Proposed Public Infrastructure Districts

A. Public Benefit

Formation of a District bestows certain benefits on the District's proponents and is expected to provide public benefit consistent with the City's policy goals. Components of public benefit to be considered may include:

1. Resultant development that furthers the goals and objectives of the City's Comprehensive General Plan and all applicable elements and supplements;

2. Provision of and/or contribution to needed regional and sub-regional infrastructure, including establishing, looping, expanding, connecting, and integrating critical infrastructure systems;

3. Economic development and job creation and diversification, which may include but are not limited to wage, salary, benefits, and employee quality-of-life considerations;

4. Sustainable design including multimodal transportation, water conserving landscape design, thoughtful development phasing, green and energy efficient building design, and formation of and participation in transportation management programs;

5. Mixed-use development that includes a variety of housing types and prices—including housing affordable to persons with 80% or less AMI--a range of employment opportunities, retail and consumer services, and civic amenities;

6. Contribution to and diversification of commercial/industrial property tax base;

7. Contribution to and diversification of sales tax revenue generation;

8. Preservation and improvement of natural and new green spaces and recreation areas;

9. Company equal opportunity, diversity, and inclusivity planning and initiatives;

10. Company culture of community involvement; and

11. High quality site and building design, including street connectivity, multimodal street design, durable construction materials, pedestrian-friendly building design, and upgraded architectural design and building materials.

B. Evaluation Criteria

These criteria provide thresholds for consideration. Compliance with some or all of these criteria is desired; however, alternative approaches may be considered. Compliance with Utah Code Title 17D Chapter 4 (Public Infrastructure District Act) is required.

1. Districts should not include land that is already included within the boundaries of another public infrastructure district without express provision in an adopted Governing Document. In such cases, the relationship with the existing or proposed districts must be addressed in the Governing Document, including any inclusion area concept and how ultimate district boundaries will be determined.

2. There must be a demonstrated public benefit directly resulting from the creation of the District and its undertakings as described in the Governing Document.

3. A justification of need above that of available conventional infrastructure financing.

4. A demonstration that a public infrastructure district will not create a risk of unduly overtaxing properties to the extent of undermining their value, marketability, and liquidity.

C. Evaluation of Applicant

The following criteria relating to the applicant and the development will be considered:

1. Historical performance of the applicant (within and outside of the City);

2. The current proposed plan of finance of the District;

3. The current development plans relationship to the City General Plan, including the Land Use Plan and other elements and supplements; and

4. The regional or overall benefits to the City from the proposed plan of finance.

III. Governing Document Requirements

In addition to statutory requirements, a Governing Document memorializes the understandings between the District and the City, as well as the considerations that persuaded the City to authorize the formation of the District. The Governing Document for the proposed District shall contain and will be reviewed for compliance with the following policies and requirements.

A. District Description

1. Description of District area including size, location, area context, and proposed development scenario;

2. Description of the public benefit resulting from the creation of the District and its undertakings;

3. Description of proposed development within the boundaries of the proposed District;

4. If the District boundaries overlap with another district, an explanation of the relationship between the districts and outline of any plans to utilize an inclusion area or multi-district structuring;

5. Description of needed infrastructure (both regional and local) and facilities in the District's area;

6. Estimated construction costs of such infrastructure;

7. General description of phasing of construction based on development projections and phasing;

8. Description of the ultimate ownership and provision for the ongoing operating and maintenance costs for infrastructure.

9. Description of any proposed divisions and an inclusion/exclusion process as appropriate.

10. Proposed governance plan, including Board structure and to transition from appointed Board to elected Board.

B. Requirements and Expectations

1. The planned ownership of the improvements, including any relationship with an existing municipality or statutory district must be addressed in the Governing Document.

2. All debt issued by the District for which a tax is pledged to pay the debt service shall meet the requirements of all applicable statutes.

3. Land, easements, or improvements to be conveyed or dedicated to the City and any other local government entity shall be conveyed in accordance with the related standards at no cost to the City.

4. All public infrastructure within the District which will be connected to and owned by another public entity shall be subject to all design and inspection requirements and other standards of such public entity.

5. The District shall not pledge as security any land, assets or funds to be transferred to the City.

6. The District shall be subject to City zoning, subdivision, building codes, and all other applicable City ordinances and regulations. Approval of the Governing Document shall not bind the City to approve other matters which the District or developer may request.

7. The District shall pay all fees and expenses as provided in the Governing Document.

8. The District may not double tax, whether by mill levy, assessment, impact fees, or any combination thereof; any end user for the costs of Improvements.

C. Disclosure and Reporting Requirements

Disclosure of the existence of the District to property owners and potential property owners within the District is important and the following actions shall be taken by each District and shall be included in the Governing Document.

1. Within 30 days after the formation of the District, the Board shall record a notice with the county recorder:

   a. Containing a description of the boundaries of the District and inclusion area as applicable;

   b. Stating that a copy of the Governing Document is on file at the office of the City;

   c. Stating that the District may finance and repay infrastructure and other improvements through the levy of a property tax;

   d. Stating the maximum rate that the District may levy; and

   e. If applicable, stating that the debt may convert to general obligation debt of District taxpayers, and outlining the provisions relating to conversion.

2. Applicant, homebuilders, commercial developers, and commercial lessors, as applicable, shall be required to disclose the following information to initial resident homeowners, renters, commercial property owners, and/or commercial tenants:

   a. All of the information required under (1)(b) above;

   b. A disclosure outlining the impact of any applicable property tax, in substantially the following form:

   "Under the maximum property tax rate of the District, a primary residence valued at $[insert average anticipated residential property value] would have an **additional annual property tax of $_____** for the duration of the District's Bonds. A business property valued at $[insert average anticipated commercial property value] would have an **additional annual property tax of $_____** for the duration of the District's Bonds."

   c. Such disclosures shall be contained on a separate colored page of the applicable closing or lease documents and shall require a signature of such end user acknowledging the foregoing.

3. At least annually following the formation of the District, the District shall notify (by mail, e-mail, or posting to the District's website) property owners in the District of the existence of the District and of the next scheduled meeting of the Board of the District. Such meeting shall occur at least 30 days and not more than 60 days following the date of the notice. Such notification shall include names and addresses of the Board of Directors and officers, the address, telephone and fax numbers, and e-mail address of the District, and shall include reference to the existence of a District file maintained by the City as described below.

4. The District shall provide the following information to the City Economic Development Office on an annual basis, and the District shall create and maintain a file for public review of the following information.

    a. Annual District budget;

    b. Annual financial statements of the District, audited if required by Statute or bond covenant;

    c. Total debt authorized and total debt issued and presently planned debt issuances;

    d. Names and terms of Board members and officers and progress towards milestones required for transition to elected Board;

    e. A copy of the language required to be disclosed (2)(b) above;

    f. Rules and regulations of the District regarding bidding, conflict of interest, contracting, and other governance matters, if changed;

    g. List of current interlocal agreements, if changed (to be delivered to the City upon request);

    h. List of all current contracts for services or construction (to be delivered to the City upon request);

    i. Official statements of current outstanding bonded indebtedness, if not previously received by the City; and

    j. District Office contact information.

IV. Submittal Instructions

Required Documents: Submit one copy of each of the Letter of Intent, Petition, and Governing Document (if requested by the DAC), to:

Tooele City
Department of Economic Development
90 North Main Street
Tooele, UT 84074

With a Copy to: Submit a copy of the Letter of Intent and Petition to:

Tooele City
City Recorder
90 North Main Street
Tooele, UT 84074

V. Policy Amendments

This Policy Document may be amended at any time by majority vote of the City Council.

Exhibit B

Amended 2024 Public Infrastructure District Policy

Tooele City, Utah
Department of Economic Development

POLICY STATEMENT:
ESTABLISHING PUBLIC INFRASTRUCTURE DISTRICTS

Local and regional infrastructure needed in Tooele City's industrial, commercial, residential, and mixed-use development areas and in redevelopment areas require that a broad range of tools be available to finance infrastructure. This policy statement addresses the criteria under which Tooele City (the "City") will consider applications for proposed Public Infrastructure Districts (a "District"). Compliance with these criteria shall not obligate the City to approve the formation of a District. The Governing Document will be subject to approval by the City in both form and substance. The criteria are intended to serve as guidelines for the review of letters of intent and Governing Documents.

The policy statement has three sections:

1. **Process for applying including fees charged**
2. **The City's decision-making criteria**
3. **Governing Document requirements**

I. Process and Fees

Any proposed Public Infrastructure District will be considered in relation to the best interests of the City. Such interests include using the most appropriate financing mechanism for the type and magnitude of the improvements to be financed and appropriate governance mechanism. If through the review process, a Public Infrastructure District is determined by Tooele City to be the most appropriate mechanism, the process, the criteria, and requirements provided herein will apply, unless otherwise waived by the City.

The City ~~will not consider~~ is generally unenthusiastic about the creation of a~~ny~~ Public Infrastructure District for exclusively residential development, particularly if such District proposes to impose ongoing property taxes as the repayment source for District debt, unless the residential development is part of a broader development that includes non-residential uses or components, or that provides economic development and community benefits beyond mere residential property tax.

A. Petition and Letter of intent to form a Public Infrastructure District

The applicant shall submit (1) a petition meeting the requirements outlined in Utah Code Title17B, Chapter 1, Part 2 as modified by 17D-4-201 and (2) a letter of intent containing the following information in summary form. The petition and letter will be used by staff to make a preliminary determination about the appropriateness of a District and must be submitted prior to submittal of a draft Governing Document. A positive staff response to the Letter of Intent does not assure approval of the Governing Document. The petition shall also be submitted concurrently with the City Recorder for certification.

Letter of Intent contents:

1. Description of District (or Districts) area including size, location, area context (significant natural and man-made features, major public improvements, adjacent development), development history, and proposed development;

2. Summary and costs of infrastructure, services and facilities:

    a. Currently expected development scenario with and without the proposed District;

    b. Required local and regional infrastructure and facilities for such development;

    c. Regional and local infrastructure the proposed District is to provide;

    d. Other unique enhancements that benefit both the District and the City as a whole

    e. Estimated construction costs for the proposed District improvements;

    f. General description of phasing of construction based on development projections; and

3. Provide the following financial plan information:

    a. Proforma financial overview of total costs and total revenues from all revenue sources ~~(recognizing that a residential District may not impose ongoing property taxes)~~;

    b. An example plan of finance showing a proposal of how the proposed financing might take place;

    c. Anticipated maximum or fixed maximum mill levy required to meet debt service of the District;

    d. Analysis of proposed mill levies in light of outstanding debt and mill levies of other taxing entities affecting the area;

    e. Comparison of the mill levies of similar taxing entities in the area;

    f. Proposed operating budgets for the District's first three years of existence;

    g. A plan of ownership and/or maintenance of proposed District improvements

    h. Any other forms of public financing and assistance being sought, including assessment areas; and

4. Proposed timeline for District creation.

5. Acknowledgement that a consent must be signed prior to the hearing date for the governing document by all property owners and registered voters, if any, within the proposed District boundaries approving of the creation of the proposed District and consenting to the issuance of debt in an amount sufficient for the proposed plan of financing.

6. Disclosure of any business relationships and conflicts of interest between the applicant and the officers and employees of the City.

7. Copies of signed engagement letters between the applicant and applicable consultants and legal counsel retained by the City and/or the proposed District whereby applicant agrees to pay fees related to the review of the application and governing document.

B. Review Process

1. The District Advisory Committee ("DAC") is a City committee that advises the Mayor, City Council and other policy-makers about district issues. The DAC includes representatives of the departments of Economic Development, Community Development, Law, Finance, Public Works, as well as other agencies and departments as needed.

   The DAC will review the petition and letter of intent utilizing these public benefit criteria and evaluation criteria to determine whether or not to direct the applicant to proceed with preparation of a draft Governing Document for submittal. Conceptual approval does not assure approval of the governing document.

C. Governing Document

1. If the concept for the District as contained in the letter of intent is approved by the DAC, the applicant shall submit a draft Governing Document to the City's Department of Economic Development. Unless the City approves otherwise in advance, such Governing Document shall be initiated from the Model Governing Document on file with the City. The applicant's draft shall include a clean draft and a redline showing all changes from the Model Governing Document.

2. The draft Governing Document will be reviewed by the DAC for compliance with the criteria and requirements contained herein. The DAC will discuss with appropriate policy-makers issues that arise during this drafting period to have such issues resolved.

3. The final Governing Document will be forwarded to City Council for action by Resolution.

D. Fees

No request to create a Public Infrastructure District shall proceed until the fees set forth herein are paid. All checks are to be made payable to Tooele City and sent to the Economic Development Office.

1. Letter of Intent: A Letter of Intent is to be submitted to the City Economic Development Office and a fee (as listed in the City's Fee Schedule) shall be paid at the time of submittal of the Letter to cover the cost of staff review.

2. If the applicant proceeds to the submittal of a Governing Document an application fee (as listed in the City's Fee Schedule) shall be submitted concurrent with the draft Governing Document

3. Other Expenses: In the event the costs of review exceed the application fee, the applicant for a District shall pay all reasonable consultant, legal, and other fees and expenses incurred by the City in the process of reviewing the application, including the draft Governing Document, prior to adoption, documents related to a bond issue and other such fees and expenses as

may be necessary to interface with such District. All such fees and expenses shall be paid within 30 days of receipt of an invoice for these additional fees and expenses. Failure to pay these fees and costs shall be cause to suspend the City's review and consideration of the application.

4. In the event the applicant proposes to create more than one Public Infrastructure District with respect to the same project, the City may modify the above fees to account for overlapping work in the review and creation of such Districts.

II. Criteria for Evaluating Proposed Public Infrastructure Districts

A. Public Benefit

Formation of a District bestows certain benefits on the District's proponents and is expected to provide public benefit consistent with the City's policy goals. Components of public benefit to be considered may include:

1. Resultant development that furthers the goals and objectives of the City's Comprehensive General Plan and all applicable elements and supplements;

2. Provision of and/or contribution to needed regional and sub-regional infrastructure, including establishing, looping, expanding, connecting, and integrating critical infrastructure systems;

3. Economic development and job creation and diversification, which may include but are not limited to wage, salary, benefits, and employee quality-of-life considerations;

4. Sustainable design including multimodal transportation, water conserving landscape design, thoughtful development phasing, green and energy efficient building design, and formation of and participation in transportation management programs;

5. Mixed-use development that includes a variety of housing types and prices—including housing affordable to persons with 80% or less AMI--a range of employment opportunities, retail and consumer services, and civic amenities;

6. Contribution to and diversification of commercial/industrial property tax base;

7. Contribution to and diversification of sales tax revenue generation;

8. Preservation and improvement of natural and new green spaces and recreation areas;

9. Company equal opportunity, diversity, and inclusivity planning and initiatives;

10. Company culture of community involvement; and

11. High quality site and building design, including street connectivity, multimodal street design, durable construction materials, pedestrian-friendly building design, and upgraded architectural design and building materials.

B. Evaluation Criteria

These criteria provide thresholds for consideration. Compliance with some or all of these criteria is desired; however, alternative approaches may be considered. Compliance with Utah Code Title 17D Chapter 4 (Public Infrastructure District Act) is required.

1. Districts should not include land that is already included within the boundaries of another public infrastructure district without express provision in an adopted Governing Document. In such cases, the relationship with the existing or proposed districts must be addressed in the Governing Document, including any inclusion area concept and how ultimate district boundaries will be determined.

2. There must be a demonstrated public benefit directly resulting from the creation of the District and its undertakings as described in the Governing Document.

3. A justification of need above that of available conventional infrastructure financing.

4. A demonstration that a public infrastructure district will not create a risk of unduly overtaxing properties to the extent of undermining their value, marketability, and liquidity.

C. Evaluation of Applicant

The following criteria relating to the applicant and the development will be considered:

1. Historical performance of the applicant (within and outside of the City);

2. The current proposed plan of finance of the District;

3. The current development plans relationship to the City General Plan, including the Land Use Plan and other elements and supplements; and

4. The regional or overall benefits to the City from the proposed plan of finance.

III. Governing Document Requirements

In addition to statutory requirements, a Governing Document memorializes the understandings between the District and the City, as well as the considerations that persuaded the City to authorize the formation of the District. The Governing Document for the proposed District shall contain and will be reviewed for compliance with the following policies and requirements.

A. District Description

1. Description of District area including size, location, area context, and proposed development scenario;

2. Description of the public benefit resulting from the creation of the District and its undertakings;

3. Description of proposed development within the boundaries of the proposed District;

4. If the District boundaries overlap with another district, an explanation of the relationship between the districts and outline of any plans to utilize an inclusion area or multi-district structuring;

5. Description of needed infrastructure (both regional and local) and facilities in the District's area;

6. Estimated construction costs of such infrastructure;

7. General description of phasing of construction based on development projections and phasing;

8. Description of the ultimate ownership and provision for the ongoing operating and maintenance costs for infrastructure.

9. Description of any proposed divisions and an inclusion/exclusion process as appropriate.

10. Proposed governance plan, including Board structure and to transition from appointed Board to elected Board.

B. Requirements and Expectations

1. The planned ownership of the improvements, including any relationship with an existing municipality or statutory district must be addressed in the Governing Document.

2. All debt issued by the District for which a tax is pledged to pay the debt service shall meet the requirements of all applicable statutes.

3. Land, easements, or improvements to be conveyed or dedicated to the City and any other local government entity shall be conveyed in accordance with the related standards at no cost to the City.

4. All public infrastructure within the District which will be connected to and owned by another public entity shall be subject to all design and inspection requirements and other standards of such public entity.

5. The District shall not pledge as security any land, assets or funds to be transferred to the City.

6. The District shall be subject to City zoning, subdivision, building codes, and all other applicable City ordinances and regulations. Approval of the Governing Document shall not bind the City to approve other matters which the District or developer may request.

7. The District shall pay all fees and expenses as provided in the Governing Document.

8. The District may not double tax, whether by mill levy, assessment, impact fees, or any combination thereof; any end user for the costs of Improvements.

C. Disclosure and Reporting Requirements

Disclosure of the existence of the District to property owners and potential property owners within the District is important and the following actions shall be taken by each District and shall be included in the Governing Document.

1. Within 30 days after the formation of the District, the Board shall record a notice with the county recorder:

   a. Containing a description of the boundaries of the District and inclusion area as applicable;

   b. Stating that a copy of the Governing Document is on file at the office of the City;

   c. Stating that the District may finance and repay infrastructure and other improvements through the levy of a property tax;

   d. Stating the maximum rate that the District may levy; and

   e. If applicable, stating that the debt may convert to general obligation debt of District taxpayers, and outlining the provisions relating to conversion.

2. Applicant, homebuilders, commercial developers, and commercial lessors, as applicable, shall be required to disclose the following information to initial resident homeowners, renters, commercial property owners, and/or commercial tenants:

   a. All of the information required under (1)(b) above;

   b. A disclosure outlining the impact of any applicable property tax, in substantially the following form:

   "Under the maximum property tax rate of the District, a primary residence valued at $[insert average anticipated residential property value] would have an **additional annual property tax of $_____** for the duration of the District's Bonds. A business property valued at $[insert average anticipated commercial property value] would have an **additional annual property tax of $_____** for the duration of the District's Bonds."

   c. Such disclosures shall be contained on a separate colored page of the applicable closing or lease documents and shall require a signature of such end user acknowledging the foregoing.

3. At least annually following the formation of the District, the District shall notify (by mail, e-mail, or posting to the District's website) property owners in the District of the existence of the District and of the next scheduled meeting of the Board of the District. Such meeting

shall occur at least 30 days and not more than 60 days following the date of the notice. Such notification shall include names and addresses of the Board of Directors and officers, the address, telephone and fax numbers, and e-mail address of the District, and shall include reference to the existence of a District file maintained by the City as described below.

4. The District shall provide the following information to the City Economic Development Office on an annual basis, and the District shall create and maintain a file for public review of the following information.

    a. Annual District budget;

    b. Annual financial statements of the District, audited if required by Statute or bond covenant;

    c. Total debt authorized and total debt issued and presently planned debt issuances;

    d. Names and terms of Board members and officers and progress towards milestones required for transition to elected Board;

    e. A copy of the language required to be disclosed (2)(b) above;

    f. Rules and regulations of the District regarding bidding, conflict of interest, contracting, and other governance matters, if changed;

    g. List of current interlocal agreements, if changed (to be delivered to the City upon request);

    h. List of all current contracts for services or construction (to be delivered to the City upon request);

    i. Official statements of current outstanding bonded indebtedness, if not previously received by the City; and

    j. District Office contact information.

IV. Submittal Instructions

Required Documents: Submit one copy of each of the Letter of Intent, Petition, and Governing Document (if requested by the DAC), to:

Tooele City
Department of Economic Development
90 North Main Street
Tooele, UT 84074

With a Copy to: Submit a copy of the Letter of Intent and Petition to:

Tooele City
City Recorder

90 North Main Street
Tooele, UT 84074

V. Policy Amendments

This Policy Document may be amended at any time by majority vote of the City Council.

TOOELE CITY CORPORATION

RESOLUTION 2024-87

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH CHRISTENSEN & GRIFFITH CONSTRUCTION FOR CONSTRUCTION OF THE LIBRARY BOOK COVER AWNING PROJECT.

WHEREAS, Tooele City desires to construct the Tooele Library Book Cover Awning Project ("Project") in order to improve the library patron experience and to protect library employees from weather-related risks to health and safety; and,

WHEREAS, compliance with the notice and bidding procedures of UCA §11-39-101 *et seq.*, was not required for the Project because the Project cost did not reach the statutory cost threshold; and,

WHEREAS, the City has complied with the requirements of the Tooele City Purchasing Policies and Procedures; and,

WHEREAS, only one bidder, Christensen & Griffith Construction (C&G), submitted a bid, and inasmuch as the City finds the bid to be reasonable and acceptable, C&G is the lowest responsible responsive bidder; and,

WHEREAS, C&G submitted a Project cost proposal of $80,000; and,

WHEREAS, City Council approval is required for all agreements in excess of the statutory cost threshold of $30,000 established in TCC §1-5-10 (*see also* TCC §1-6-4, §1-14-4, §1-22-4); and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the agreement with C&G for the Project, in the amount of $80,000, is hereby approved, and that the Mayor is authorized to sign the agreement on behalf of the City.

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

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

TOOELE CITY COUNCIL

(For)	(Against)
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)	(Disapproved)
_____	_____

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

EXHIBIT A

C&G Agreement

AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter "City"), and CHRISTENSEN & GRIFFITH CONSTRUCTION of 30 South Tooele Boulevard, Tooele City, Utah 84074 a Corporation, (hereinafter "Contractor") enter into this Agreement on the _____ day of _____, 20___ (the "Effective Date").

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

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

   The Tooele Library Book Cover Awning Project demolition and off-site disposal of the existing awning and footings, all concrete sidewalk, stairs, landscaping and surplus excavated materials within the project limits; and with the furnish and installation of a new approximate 25' x 20' metal awning complete, with new stairs, handrails and concrete walkways, furnish and installation of 4" minus stone cobble in the landscape area, and related appurtenances.

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

3. Compensation.
   a. Rate. The City shall pay the Contractor the lump sum amount of Eighty Thousand Dollars and 00 Cents ($80,000.00) for fully performing the Services, pursuant to invoice.
   b. Total Cost Contract. This Agreement is a "Total Cost Contract." The contract Rate includes all costs and expenses associated with the provision of the Services.
   c. No Benefits**.** The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.

4. Term of Agreement. Contractor shall fully perform the Services by **May 30, 2025**.

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

6. Indemnification and Insurance.
   a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least $1,000,000. Contractor shall list the City as an additional insured on endorsements issued under its liability insurance policy. Contractor shall require that all of its subcontractors list the City as an additional insured on endorsements issued under their respective liability insurance policies, with respect to the Services rendered under this Agreement.

   b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any intentional or negligent act or omission of Contractor and/or its agents and subcontractors arising out of or related to this Agreement.

   c. Contractor Workers Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. If Contractor is a sole proprietor, Contractor shall purchase and maintain workers compensation insurance or obtain an

exclusion from Workers Compensation Fund of Utah. Contractor shall verify that all its subcontractors have purchased and do maintain workers compensation insurance for their employees or have obtained an exclusion, and shall indemnify the City against claims resulting from a failure to obtain and maintain the insurance.

d. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance, including all Contractor and subcontractor endorsements, and workers compensation insurance or exclusion to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence of insurance.

e. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.

f. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.

7. Business License. If required by Tooele City Code §5-1-1 *et seq.*, Contractor shall obtain a Tooele City business license.

8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.

9. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated.

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

TOOELE CITY CORPORATION

_____
Debra E. Winn, Tooele City Mayor

Attest:

_____
Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

_____
Roger Evans Baker, Tooele City Attorney
(Revised 04/27/2023)

CHRISTENSEN & GRIFFITH CONSTRUCTION

_____
Signature
Print Name/Title:_____

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

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

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

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

CHECK APPLICABLE BOX:

□ Contractor (a sole proprietor) certifies that he or she is NOT a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.

□ Contractor (on behalf of a partnership, LLC, company, or corporation) certifies that NO officer or principal is a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.

□ Contractor certifies that following contractor(s), officer(s) or principal(s) of the business ARE Utah State Retirement Systems (URS) retiree(s). Contractor further certifies that the URS office has been properly notified of post-retirement reemployment of such individuals. Contractor assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and or/penalties that may occur at any time in the future if found to be in violation. URS Retirees:

Name: _____ Social Security Number: _____

Name: _____ Social Security Number: _____

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

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

_____ _____

Contractor Signature Date

TOOELE CITY CORPORATION

RESOLUTION 2024-89

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH BIG T RECREATION FOR INSTALLATION OF A PLAYGROUND AND SAND BOX AT SETTLERS PARK.

WHEREAS, Tooele City owns and operates a park knows as Settlers Park, and desires to install improvements at the park with a new playground and sand box; and,

WHEREAS, the City wishes to retain Bit T Recreation, a State of Utah-approved contractor, to install the play equipment, for the sum of $64,148; and,

WHEREAS, utilizing a State-approved contractor exempts the project from formal bidding in compliance with City procurement policies and procedures; and,

WHEREAS, the proposed agreement with Big T Recreation is attached as Exhibit A, together with the cost proposals and play equipment illustrations:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL the City Council hereby approves an agreement with Big T Recreation for a playground ($41,747) and sand box ($22,401) at Settlers Park, in the total amount of $64,148, and hereby authorizes the Mayor to execute the agreement.

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

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

TOOELE CITY COUNCIL

(For)	(Against)
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)	(Disapproved)
_____	_____

ATTEST:

_____
Michelle Y. Pitt, City Recorder

S E A L

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

Exhibit A

Big T Recreation Agreement, Cost Proposals, and Play Equipment Illustrations

AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter "City"), and BIG T RECREATION of 11618 s. State St. #1602, Draper, UT 84020, a DBA with State Division of Corporations entity #7688305-0151, (hereinafter "Contractor") enter into this Agreement on the _____ day of _____, 2024_ (the "Effective Date").

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

1. Services (Scope of Work). The Contractor shall provide the following services to the City: Freight and installation of a new PlayWorld playground, Design #350-1742, and a new PlayWorld sand box, Design #24-14151A. See the attached Quote #19059 and Quote #18074 and product illustrations for additional detail.

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

3. Compensation.
   a. Rate. The City shall pay the Contractor the total sum of $64,148 for fully performing the Services, pursuant to invoice. See the attached cost Quotes for the respective products.
   b. Total Cost Contract. This Agreement is a "Total Cost Contract." The contract Rate includes all costs and expenses associated with the provision of the Services.
   c. No Benefits**.** The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.

4. Term of Agreement. Contractor shall fully perform the Services by _____ **[DATE]**.

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

6. Indemnification and Insurance.
   a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least $1,000,000. Contractor shall list the City as an additional insured on endorsements issued under its liability insurance policy. Contractor shall require that all of its subcontractors list the City as an additional insured on endorsements issued under their respective liability insurance policies, with respect to the Services rendered under this Agreement.

   b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any intentional or negligent act or omission of Contractor and/or its agents and subcontractors arising out of or related to this Agreement.

   c. Contractor Workers' Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. In the alternative, assuming eligibility, Contractor may obtain a Workers' Compensation Coverage Waiver from the

Utah Labor Commission. Contractor shall verify that all its subcontractors have purchased and do maintain workers compensation insurance for their employees or have obtained an exclusion, and shall indemnify the City against claims resulting from a failure to obtain and maintain the insurance.

d. Performance and Payment Bonds. Contractor shall obtain performance and payment bonds in form amount sufficient to the City.

e. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance, including all Contractor and subcontractor endorsements, workers compensation insurance or exclusion, and payment and performance bonds to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence required under this section.

f. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.

g. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.

h. Governmental Immunity. The City is a governmental entity subject to the Utah Governmental Immunity Act ("Act"; U.C.A. Chapter 63G-7), and does not waive any procedural or substantive defense or benefit provided by the Act or by comparative legislative enactment, including UCA §63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by the City under this agreement are expressly limited to the amounts identified in the Act.

7. Business License. If required by Tooele City Code §5-1-1 *et seq.*, Contractor shall obtain a Tooele City business license.

8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.

9. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated.

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

TOOELE CITY CORPORATION

_____
Debra E. Winn, Tooele City Mayor

Attest:

_____
Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

_____
Roger Evans Baker, Tooele City Attorney

CONTRACTOR

_____
Signature
Print Name/Title:_____

(Revised 10/25/2024)

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

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

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

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

CHECK APPLICABLE BOX:

□ Contractor (a sole proprietor) certifies that he or she is NOT a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.

□ Contractor (on behalf of a partnership, LLC, company, or corporation) certifies that NO officer or principal is a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.

□ Contractor certifies that following contractor(s), officer(s) or principal(s) of the business ARE Utah State Retirement Systems (URS) retiree(s). Contractor further certifies that the URS office has been properly notified of post-retirement reemployment of such individuals. Contractor assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and or/penalties that may occur at any time in the future if found to be in violation. URS Retirees:

Name: _____ Social Security Number: _____

Name: _____ Social Security Number: _____

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

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

_____ _____

Contractor Signature Date

QUOTE

Big T Recreation
11618 S. State St #1602
Draper, UT 84020
801-572-0782
taft@bigtrec.com

Date	Quote #
10/29/2024	19059
	Exp. Date
	11/29/2024

Shipping Address
Tooele City 90 N Main Tooele, UT 84074

PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
	Settlers Park Playground			
Playground Structure	New Playground By PlayWorld Design # 350-1742	1	25,630.00	25,630.00
Installation	Installation Service	1	8,100.00	8,100.00
Freight	Freight	1	4,800.00	4,800.00
Surfacing	Top Off Load of EWF 60 Yards	1	3,217.00	3,217.00
	Playground Available for Purchase on State Contract # PA4281			

SUBTOTAL	41,747.00
TAX	0.00
TOTAL	$41,747.00

Accepted By

Accepted Date

Acceptance of this quote agrees to the terms and conditions set by Big T Recreation. Please contact us with any questions or concerns P: 801.572.0782, F: 801.216.3077 or E: taft @bigTrec.com or merit@bigTrec.com.

We thank you for your business.

350-1742

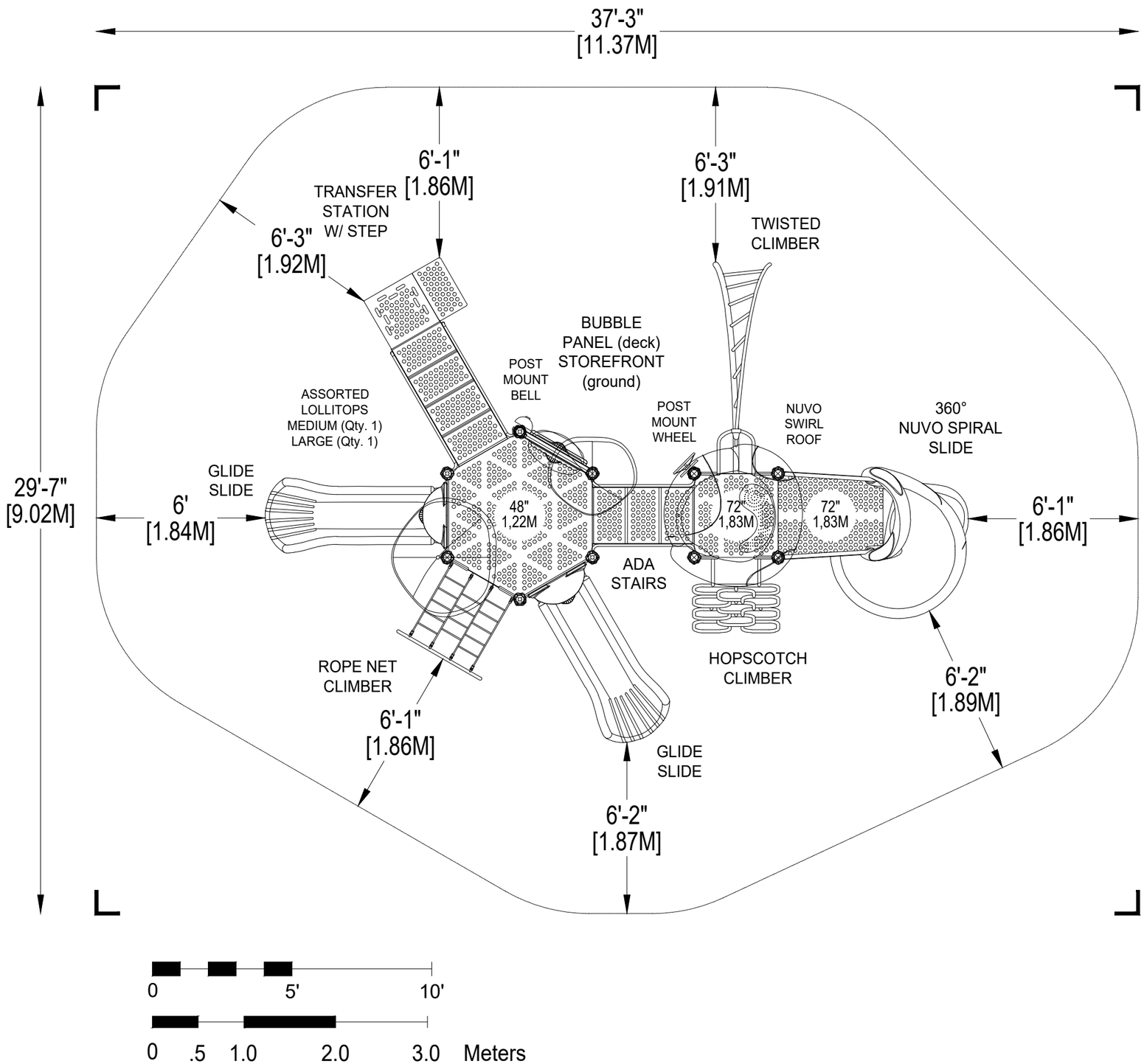
Equipment Manufacturer

PLAYWORLD
The world needs play.

350-1742

Equipment Manufacturer

PLAYWORLD
The world needs play.



*PLAYGROUND SUPERVISION REQUIRED

PLAYWORLD

PLAYWORLD SYSTEMS, INC.
1000 Buffalo Road
Lewisburg, PA
17837-9795 USA

EQUIPMENT SIZE:
25'2" X 17'4" X 15'11"
7,67M x 5,28M x 4,85M

USE ZONE:
37'3" x 29'7"
11,37M x 9,02M

AREA:	PERIMETER:
865 SqFt.	**107'2"**
80,36 SqM.	32,67M

FALL HEIGHT:
6 Ft.
1,83M

USER CAPACITY:	AGE GROUP:
31	**5-12**

ADA SCHEDULE

	Total Elevated Play Activities: 7		
	Total Ground-Level Play Activities: 2		
	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	4	2	2
Provided	7	2	2

✓ ASTM F1487-17
✓ CPSC #325

PROJECT NO:	SCALE:
350-1742B	**1/4"=1'-0"**
DRAWN BY: **M. MERTZ**	Paper Size **B**
DATE: **04-OCT-23**	

350-1742
SALE STRUCTURE

QUOTE

Big T Recreation
11618 S. State St #1602
Draper, UT 84020
801-572-0782
taft@bigtrec.com

Date	Quote #
04/25/2024	18074
	Exp. Date
	07/31/2024

Shipping Address
Tooele City 90 N Main Tooele, UT 84074

PRODUCT	DESCRIPTION	QTY	RATE	AMOUNT
	Settlers Park Sand Play Digger Area			
Playground Structure	New Playground by PlayWorld (Sand Box Area) Reference Design # 24-14151A 6 Sand Diggers Turtle Climber Play Sculpture MADE IN THE USA	1	16,921.00	16,921.00
Installation	Installation By Certified Crew	1	5,480.00	5,480.00
Freight	Freight To Ship with Other Playground Structure	1	0.00	0.00
	Tax Exempt Certificate Due at Time of Order			
	Playground Available for Purchase on State Contract # PA4281			

SUBTOTAL	
TAX	
TOTAL	$22,401.00

Accepted By

Accepted Date

Acceptance of this quote agrees to the terms and conditions set by Big T Recreation. Please contact us with any questions or concerns P: 801.572.0782, F: 801.216.3077 or E: taft @bigTrec.com or merit@bigTrec.com.

We thank you for your business.

Settlers Park - Sand Area

Tooele City, Utah

24-14151A

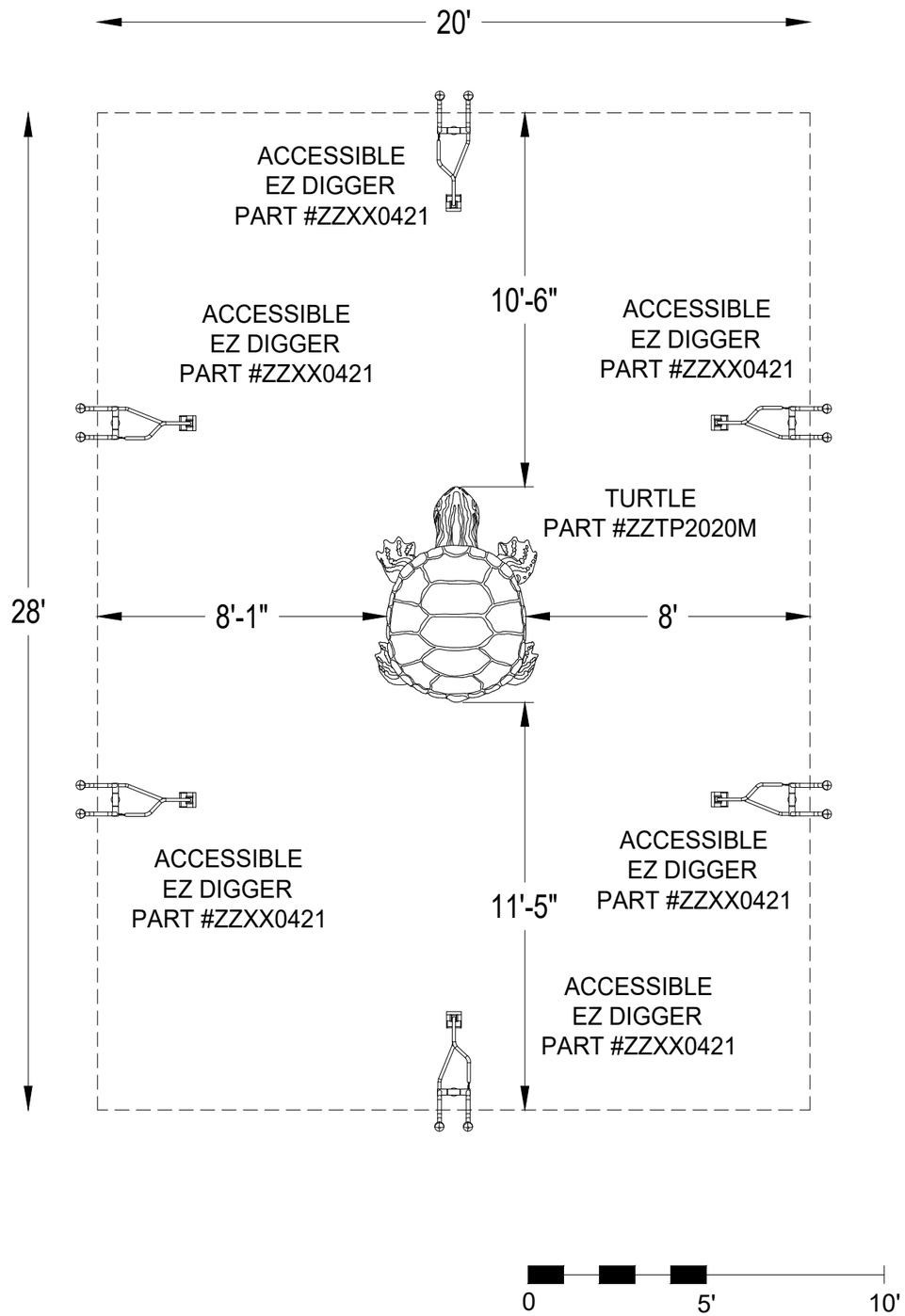
Sales Representative

BIG T RECREATION

Equipment Manufacturer

PLAYWORLD
The world needs play.

POST & COMPONENT
- Dark Brown
- Sand



*PLAYGROUND SUPERVISION REQUIRED

PLAYWORLD

BIG T RECREATION
11618 S. State Street #1602
Draper, UT 84020

EQUIPMENT SIZE:
N/A

USE ZONE:
20' X 28'

AREA: **560 SqFt.**
PERIMETER: **96 Ft.**

FALL HEIGHT:
2 Ft.

USER CAPACITY: **10+**
AGE GROUP: **2-12**

ADA SCHEDULE			
	Total Elevated Play Activities: 0		
	Total Ground-Level Play Activities: 6		
	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	0	0	0
Provided	0	6	2

✓ ASTM F1487-21
✓ CPSC #325

PROJECT NO: **24-14151A**
SCALE: **1/4"=1'-0"**
DRAWN BY: **CHIP ZECHMAN**
DATE: **19-APR-2024**
Paper Size **B**

SETTLERS PARK - SAND AREA
TOOELE CITY, UTAH

TOOELE CITY CORPORATION

RESOLUTION 2024-90

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH ALL-TECH ELECTRIC FOR THE 2024 WELL HOUSE GENERATOR INSTALLATION PROJECT.

WHEREAS, Tooele City has purchased nine generators for installation at City owned wells, and needs to complete the electrical modifications required at each well house and to connect the generators to become fully functional, in a project called the 2024 Well House Generator Installation Project; and,

WHEREAS, the City solicited bids for the Project in accordance with the notice and bidding procedures of UCA §11-39-101 *et seq.*; and,

WHEREAS, in response to the bid notice, four companies obtained copies of the bid documents; however, no bids were received before the bid deadline; and,

WHEREAS, All-Tech Electric, one of the contractors who obtained copies of the bid documents, indicated they did not submit a bid because they did not receive pricing information from their suppliers until the afternoon of the bid deadline day, while the bid deadline was in the morning; All-Tech, however, indicated interest in the project and an ability to submit a bid within 24 hours of the bid deadline. Of the four plan holders, only All-Tech is able to provide a bid costs in a reasonable time, or at all; and,

WHEREAS, Tooele City desires to make the generators operational as soon as possible in order to avoid downtime should the power company force mandatory power brown outs, and further delay could push completion of the Project into the higher water demand seasons next year; and,

WHEREAS, funding for the Project is from a combination of federal grant monies and the City's water enterprise fund, and it is necessary under the terms of the grant to complete the Project expeditiously; and,

WHEREAS, the City has had positive experience with All-Tech Electric on various electrical work projects on the City's water and wastewater facilities for a number of years, and having them involved in this Project provides for continuity of design, installation, maintenance services, etc.; and,

WHEREAS, under the circumstances, awarding the Project to All-Tech complies with the City's purchasing policies and procedures because of Project urgency, no timely bids being received, and All-Tech being the only bidder being able to submit a bid so quickly after bid closing; All-Tech is, therefore, the *de facto* lowest responsible responsive bidder; and,

WHEREAS, the City complied with the requirements of the Tooele City Purchasing Policies and Procedures; and,

WHEREAS, All-Tech submitted a Project cost proposal of $_____; and,

WHEREAS, City Council approval is required for all agreements in excess of the statutory cost threshold of $30,000 established in TCC §1-5-10 (*see also* TCC §1-6-4, §1-14-4, §1-22-4); and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the agreement with All-Tech Electric for the Project, in the amount of $_____, is hereby approved, and that the Mayor is authorized to sign the agreement on behalf of the City.

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

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

TOOELE CITY COUNCIL

(For)	(Against)
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)	(Disapproved)
_____	_____

ATTEST:

_____
Michelle Y. Pitt, City Recorder

S E A L

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

EXHIBIT A

All-Tech Electric Agreement

DOCUMENT 00 52 00

AGREEMENT

PART 1 GENERAL

1.1 CONTRACTOR

A. Name: All-Tech Electric

B. Address: 318 South 1200 West, Tooele, Utah 84074

C. Telephone number: (435) 843-0185

1.2 OWNER

A. The name of the OWNER is Tooele City Corporation

1.3 CONSTRUCTION CONTRACT

A. The Construction Contract is known as

2024 Well House Generator Installation Project

1.4 ENGINEER

A. Keith Hegerhorst, P.E. is the OWNER's representative and agent for this Construction Contract who has the rights, authority and duties assigned to the ENGINEER in the Contract Documents.

PART 2 TIME AND MONEY CONSIDERATIONS

2.1 CONTRACT PRICE

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

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

1. Base Bid.

2. _____

3. _____

4. _____

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

D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is:_____ _____Dollars

2.2 **CONTRACT TIME**

A. The Contract time shall be as follows:

1. **50% of the Work** shall be complete and operational by **February 1, 2025**.
2. **Final Completion** shall occur by **April 1, 2025**.

No more than two (2) well houses may be taken out of service at the same time without written authorization of the Public Works Director

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

2.3 **PUNCH LIST TIME**

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

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

2.4 **LIQUIDATED DAMAGES**

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

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

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

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

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

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

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

would otherwise be due the CONTRACTOR, the CONTRACTOR shall be liable for such amounts and shall return such excess to the OWNER.

PART 3 EXECUTION

3.1 EFFECTIVE DATE

A. OWNER and CONTRACTOR execute this Agreement and declare it in effect as of the_____day of _____, 2024.

3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

A. CONTRACTOR's signature: _____

B. Please print name here: _____

C. Title: _____

D. CONTRACTOR's Utah license number: _____

Acknowledgment

State of _____)
) ss.
County of _____)

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

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

_____
Notary’s signature

_____
Residing at

_____
My commission expires: Notary's seal

3.3 **OWNER'S SUBSCRIPTION AND ACKNOWLEDGMENT**

A. OWNER's signature: _____

B. Please print name here: _____

C. Title: _____

ATTEST:

_____
Michelle Y. Pitt
Tooele City Recorder

S E A L

APPROVED AS TO FORM

_____
Roger Evans Baker
Tooele City Attorney

END OF DOCUMENT

TOOELE CITY CORPORATION

RESOLUTION 2024-86

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A THREE-YEAR AGREEMENT WITH ACE RECYCLING AND DISPOSAL FOR COLLECTION, TRANSPORTATION, AND DISPOSAL OF RESIDENTIAL REFUSE AND RECYCLABLE MATERIALS.

WHEREAS, Tooele City has contracted with Ace Recycling and Disposal ("Ace") since 1993 for the removal of residential refuse from Tooele City; and,

WHEREAS, the most recent contract with Ace for refuse removal will expire on December 31, 2024, Ace has asked for a new three-year agreement on the same terms as the 2022 agreement, and the City Administration recommends the execution of a new agreement with Ace (see the Ace request letter attached as Exhibit A, and the new proposed agreement attached as Exhibit B); and,

WHEREAS, Tooele City owns and maintains all curbside pickup garbage cans (olive green) from which Ace collects residential refuse; and,

WHEREAS, since March 2017, Ace has also been picking up recyclable materials from curbside cans (blue) owned by Ace; and,

WHEREAS, it is in the best interest of the City to have Ace continue to conduct curbside pick-up of residential refuse and recyclable materials in Tooele City, as well as bulky waste pick-up:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Agreement for Collection, Transportation, and Disposal of Residential Refuse and Recyclable Materials is hereby approved, and that the Mayor is hereby authorized to sign the same, for a three-year term.

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

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

TOOELE CITY COUNCIL

(For) (Against)

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For) (Against)

_____ _____

ATTEST:

_____
Michelle Y. Pitt, City Recorder

S E A L

Approved as to form: _____
Roger Evans Baker, Tooele City Attorney

Exhibit A

Ace Letter of Interest

1 October 2024

Mayor Debbie Winn
Tooele City
90 N Main St.
Tooele, Utah 84074

Re: Contract Extension, ACE Recycling & Disposal

Mayor Winn,

ACE Recycling & Disposal is proud to provide waste and recycling services to Tooele City. We appreciate the relationship we have developed over the many years of servicing Tooele City.

ACE would like to extend the contract for the next 3 years using the same terms as the current contract.

We look forward to continuing our partnership with Tooele City for years to come. As always, please reach out with any questions you may have.

Sincerely,

Dawn Beagley
Cell: 801-652-8946
Email: dawn@acedisposal.com

Exhibit B

Agreement for Collection, Transportation, and Disposal of Residential Refuse and Recyclable Materials

AGREEMENT FOR COLLECTION, TRANSPORTATION, AND DISPOSAL OF RESIDENTIAL REFUSE AND RECYCLABLE MATERIALS

THIS AGREEMENT between **TOOELE CITY CORPORATION**, 90 North Main Street, Tooele, Utah 84074, a municipal corporation of the State of Utah, hereinafter referred to as "the City", and **ACE RECYCLING AND DISPOSAL**, P.O. Box 2608, Salt Lake City, Utah 84110, hereinafter referred to as "Contractor", shall take effect commencing January 1, 2025, (the “Effective Date”).

WHEREAS, the City, mindful of its duties and responsibilities to protect and maintain the public health, safety, and welfare of its citizens, finds it necessary to regulate and control the collection and disposal of refuse in the residential areas of Tooele City and has determined that the best interest of the City would be served by the employment of Contractor for this purpose; and,

WHERES, the City, mindful of its opportunity to protect and maintain the public welfare by prolonging the life of local landfill facilities, by saving the expense of delivering recyclable materials to landfills, and by minimizing environmental degradation by recycling and reusing recyclable materials, finds it beneficial to regulate and control the collection and disposal of recyclable materials in the residential areas of Tooele City, and has determined that the best interest of the City would be served by the employment of Contractor for this purpose; and,

WHEREAS, Contractor is willing to render the service of collection and disposal of refuse and recyclable materials within Tooele City upon the terms and conditions set out below.

NOW, THEREFORE, based on the mutual covenants and conditions contained herein, the parties agree as follows:

I
INTEGRATION

All previous agreements, contracts, and understandings between the City and Contractor are hereby terminated by mutual agreement of the parties and replaced by this Amended Agreement.

II
TERM

The Effective Date of this Agreement shall be January 1, 2025. The Agreement shall continue in effect through December 31, 2027, unless terminated sooner as specified herein. The Agreement may be renewed by the parties for additional three-year terms upon approval of a Tooele City Council Resolution and execution by the Tooele City Mayor.

III
SCOPE OF THIS AGREEMENT

The work to be done under this Agreement consists of furnishing all labor, tools, equipment, materials, supplies, and services to perform all work and services necessary to satisfactorily collect all refuse by automated means from locations with Tooele City, Utah, to transport collected refuse to a disposal facility, to deposit the refuse at that facility, and to perform all other work or services incidental to refuse collection and transportation services in accordance with the terms and provisions of this Agreement and with applicable laws.

IV
DEFINITIONS

For purposes of this Agreement:

(1) Bulky waste means unwanted household items such as large kitchen appliances, water heaters, laundry machines, mattresses, unwanted home furnishings, and other household refuse with weights or volumes greater than those allowed for Contractor's refuse receptacles. Hazardous wastes, food and food packaging, commercial waste, loose and unpackaged materials, livestock waste, and other items as identified herein are expressly excluded.

(2) Commercial units means all four-family dwellings, condominiums, and mobile homes in mobile home parks.

(3) Condominium units means the ownership of a single unit in a multi-unit project together with an undivided interest in common in the common areas and facilities of the project.

(4) Dwelling, single-family means a building arranged or designed to be occupied by one family, the structure having only one dwelling unit.

(5) Dwelling, two-family means a building arranged or designed to be occupied by two families, the structure having only two dwelling units.

(6) Dwelling, three-family means a building arranged or designed to be occupied by three families, the structure having only three dwelling units.

(7) Dwelling, four-family means a building arranged or designed to be occupied by four families, the structure having only four dwelling units.

(8) Garbage means all putrescible wastes, including vegetable and animal offal and animal carcasses of less than ten (10) pounds in weight. Garbage shall not include sewage, waste oil, and similar waste liquids, as well as recognizable industrial by-products from all private residences, or any bulky waste, hazardous waste, rubbish, or stable matter as defined herein.

(9) Hazardous waste means any chemicals, compound, mixture, substance, or article that is designated by the United States Environmental Protection Agency or appropriate agency of the state of Utah to be hazardous.

(10) Mobile home means a detached, single-family dwelling unit of not less than thirty (30) feet in length, designed for long-term occupancy, and to be transported on its own wheels, on flatbed or other trailer, or on detachable wheels; containing a flush toilet, sleeping accommodations, a tub or a shower bath, kitchen facilities, and plumbing and electrical connections provided for attachment to appropriate external systems, and ready for occupancy except for connection to utilities and other minor work. Pre-sectionalized, modular, manufactured, or prefabricated houses not placed on a permanent foundation shall be regarded as mobile homes; if placed upon a permanent foundation, such structures that meet all applicable building and housing codes shall not be considered as mobile homes, but shall be regulated as conventional single-family housing.

(11) Mobile home park means a space signed and approved by the Tooele City Council for occupancy by mobile homes, to be under a single ownership or management, and meeting all requirements of the Tooele City land use regulations and mobile home chapter of the Tooele City Code for mobile home parks.

(12) Recyclable materials means refuse that is identified on correspondence from Contractor to the City as being acceptable for delivery to a recycling facility.

(12) Refuse means any combination of garbage and rubbish.

(13) Residential unit means a single-, two-, or three-family dwelling within the corporate limits of Tooele City occupied by a person or a group of persons. A residential unit shall be deemed occupied when water services are being supplied thereto.

(14) Rubbish means all non-putrescible waste materials, including waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, including Christmas trees, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, used clothing, shoes, and boots, combustible waste pulp and other products such as are used for packaging or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of bulky waste, garbage, hazardous waste, or stable matter.

(15) Stable matter means manure, straw, and such other matter as is found in barns, stables, and corrals.

V
REGULAR REFUSE COLLECTION

(1) Weekly Residential Unit Collection. Contractor shall provide weekly collection of refuse from residential units. Commercial units shall not be provided collection service under this Agreement, except as indicated on the attached Exhibit A. Normal collection points shall be at curbside along public rights-of-way.

(2) Materials Not Collected. The following materials shall not be collected by Contractor:

(a) highly flammable or explosive materials;

(b) hazardous or radioactive waste materials;

(c) hot ashes, cinders, clinkers, or stove ashes that could ignite other garbage or rubbish;

(d) dead animals of ten (10) or more pounds;

(e) septic tank waste or holding tank waste from recreational vehicles, travel trailers, or otherwise.

(3) Materials Requiring Special Preparation. The following materials shall be prepared as follows before Contractor must collect the same:

(a) Small animal waste material must be dry and mixed with sand, sawdust, commercial pet litter, or similar absorbent materials, and double wrapped in paper or placed in a separate plastic bag before being placed in a refuse container for disposal.

(b) Sharp objects such as broken glass shall be double wrapped in paper or other suitable material so that no sharp edge is exposed before being placed in a refuse container for disposal.

(c) Ashes, cinders, or clinkers must be wrapped separately in a plastic bag or other suitable material so as to prevent dust blowing before being placed in a refuse container for disposal.

(d) Recyclable materials must be segregated from other refuse by placement in a separate container identifiable as a recyclable materials container.

(4) Holidays. Refuse shall not be collected on holidays identified by a landfill as days the landfill will be closed to the delivery of refuse.

When such a holiday falls on a collection day, the collection shall be made the next working day. All collections shall be completed by the Saturday following the holiday.

(5) Weekly Collection Schedule. Contractor shall prepare a collection schedule showing the days of the week on which collection will be made at each residential unit in the collection zone. The collection schedule shall provide for all regular collections to be made Monday through Friday. Contractor shall provide the City with the collection schedule and route maps and keep such information current at all times. The City must approve the collection schedule prior to work under this Agreement being commenced.

(a) Collection schedules and route maps shall be provided to the City a minimum of thirty (30) days prior to changes in operations.

(b) Route maps and collection schedules shall show the days for regularly-scheduled pickup for each route and area.

(c) The City must give prior written approval to all routes and schedules when established or changed prior to Contractor implementing the same.

(d) Changes in the collection schedule or routes shall not be made more often than once during any six-month period without the written consent of the City.

(e) Contractor shall notify Tooele City residents by a newspaper advertisement, or other acceptable method, of any changes in collection schedules. Contractor shall cause such advertisement to be published in a newspaper of general circulation at least two (2) days prior but not more than seven (7) days prior to the regular collection.

(6) Time of Collection. Contractor shall not commence collection of refuse in residential areas prior to 7:00 a.m. or continue collection after 7:00 p.m. In the event that there is some type of mechanical failure or equipment problems, this restriction may be waived by the City.

(7) City Not Liable for Delay. In no event shall the City be liable or responsible to Contractor or to any other person for or on account of any stoppage or delay in the work herein provided for by injunction or other legal equitable proceedings, or from or by or on account of any delay for any cause over which the City has no control.

(8) Employees. Contractor shall prohibit any of its employees from working while under the influence of alcohol, drugs, or when otherwise impaired, and shall prohibit the drinking of alcoholic beverages by Contractor's drivers and crew members while on duty or in the course of performing their duties under this Agreement. Contractor shall provide appropriate and adequate training to its employees performing duties under this Agreement to ensure that all work is conducted in a safe and professional manner. Contractor's employees who normally and regularly come into direct contact with the public shall bear some means of individual identification such as a name tag or identification card. When operating a vehicle within the scope of this Agreement, Contractor's employees shall possess and carry a valid driver license issued by the state of Utah permitting them to operate the vehicle. Contractor's employees, officers, agents, and sub-contractors shall, at no time, be allowed to identify themselves or in any way represent themselves as being employees or agents of the City.

VI
BULKY WASTE COLLECTION

(1) Bulky Waste Collection. Contractor shall provide monthly bulky waste collection services to each residential unit in the City year-round. Commercial units are excluded from this Agreement, except as expressly provided otherwise in Exhibit A. Collection shall occur at curbside along public rights-of-way.

(2) Materials Not Collected With Bulky Waste:

(a) All items that may not be collected as part of weekly refuse collection, as specified in Section V(2) of this Agreement;

(b) Normal, everyday household garbage, specifically including food waste, food packaging, disposable diapers, etc.;

(c) Construction and demolition waste;

(d) Grass clippings;

(e) Hazardous household wastes including paints, oils, solvents, insecticides, freon, anti-freeze, fertilizers, herbicides, batteries, automobile drive train components, and any other items defined as hazardous waste under federal, state, or local regulations;

(f) Rock, brick, broken concrete, asphalt, and dirt;

(g) Motor vehicle tires;

(h) Waste resulting from business, commercial, or industrial activities;

(i) Loose, unbundled piles of yard trimmings or other loose material which has not been adequately boxed or bound;

(j) Stable matter;

(k) Animal carcasses;

(l) Bundles or boxes of yard trimmings 5' feet long or greater, 75 lbs or greater, or bundles in excess of 18 inches in diameter;

(m) Boxes of any material 30 gallons or greater, 75 lbs or greater, or 5 feet long or greater;

(n) Cardboard boxes left out in wet weather.

(3) Materials Requiring Special Preparation:

(a) Yard trimmings must be bundled, boxed, or bagged in bundles or containers not to exceed the size, weight, and volume specified in subsection (2) above.

(b) All special preparation instructions applying to regular refuse pickup, as specified in Section V(3) of this Agreement, shall apply to bulky waste pickup except the requirement that items must be placed in an Ace Disposal receptacle.

(c) All loose material must be adequately boxed, bagged, or bundled so as not to exceed the requirements described above.

(4) Bulky Waste Collection Schedule. Contractor shall prepare a bulky waste collection schedule showing the days of the month on which bulky waste collection will be made at each residential unit in each collection zone. Contractor shall provide the City with the schedule and route maps and keep such information current at all times. The City must approve the bulky waste collection schedule prior to commencing work under this Agreement.

VII
PAYMENT

(1) Compensation for Regular Refuse Pickup. From January 1, 2025, through June 30, 2025, the City shall pay Contractor the sum of $5.62 per refuse container, plus $1.61 for each additional container for residences requiring more than one container. Such sum shall be paid within ten (10) days after the end of each month for services performed the previous month. The number of residential units shall be calculated monthly by the City based upon the number of residential units billed for garbage service. On July 1, 2025, the $5.62 and $1.61 figures shall be adjusted in proportion to the U.S. Bureau of Labor Statistics CPI West Urban Index, using July 1, 2024, as the base date for the index. On July 1, 2026, the rates shall again be adjusted using the same index with July 1, 2026, as the base date. Adjustments shall be made each year thereafter in the manner described above until the expiration of this Agreement.

(2) Compensation for Bulky Waste Pickup. From January 1, 2025, until June 30, 2025, the City shall pay Contractor the sum of $161.33 per hour for bulky waste collection services. It is contemplated that normally a two-person collection team will be sufficient to perform the service. On occasions when a three-person collection team is employed due to the presence of a greater-than-normal amount of bulky waste, the City shall pay $180.71 per hour. Payment shall be due within ten (10) days after the end of each month for services performed the previous month. On July 1, 2025, the rates shall be adjusted in proportion to the U.S. Bureau of Labor Statistics CPI West Urban Index, using July 1, 2024, as the base date for the index. On July 1, 2026, the rates shall again be adjusted using the same index with July 1, 2025, as the base date. Adjustments shall be made each year thereafter in the manner described above until the expiration of this Agreement.

(3) Recyclable Materials. From January 1, 2025 through June 30, 2025, the City shall pay Contractor the sum of $5.65 (for 20%-35% utility account participation), or $4.96 (for 36%-70% utility account participation), or $4.43 (for greater than 70% utility account participation) per recyclable materials container. Such sums shall be paid within ten (10) days after the end of each month for services performed the previous month. The number of residential units shall be calculated monthly by the City based upon the number of residential units billed for water service. On July 1, 2025, the figures shall be adjusted in proportion to the U.S. Bureau of Labor Statistics CPI West Urban Index, using July 1, 2024, as the base date for the index. On July 1, 2026, the rates shall again be adjusted using the same index with July 1, 2025, as the base date. Adjustments shall be made each year thereafter in the manner described above until the expiration of this Agreement.

(4) Fuel Surcharge. The City shall pay to Contractor a fuel surcharge pursuant to the schedule attached hereto as Exhibit B. The surcharge shall be an additional line item expense and shall not increase other compensation identified in this Section.

VIII
DISPOSAL OPERATIONS

(1) Delivery Location. All refuse collected in the city by the Contractor pursuant to this Agreement shall be delivered to a licensed landfill or other licensed disposal facility.

(2) Ownership of Refuse--Privacy. All refuse, upon being removed from the premises where produced or accumulated and transported upon or over a public street, alley, right-of-way or place, shall remain the property of the person placing it at curbside, until the refuse is deposited in the sanitary landfill; provided, however, that any right to privacy claimed by the owner(s) shall be forfeited and waived at such time as the refuse, in its approved container or otherwise, is placed upon a public street or right-of-way.

IX
COMPLIANCE WITH LAWS

Contractor shall conduct operations under this Agreement in compliance with all applicable laws and regulations; provided, however, that this Agreement shall govern the obligations of Contractor where there exist conflicting ordinances or regulations on the subject.

X
NONDISCRIMINATION

Contractor shall not discriminate against any person seeking employment with or employed by Contractor because of race, sex, age, creed, color, religion, national origin, gender, or disability.

XI
INDEMNIFICATION

Contractor shall indemnify, save harmless, and release the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, and expenses, and attorney's fees incident to any work done in the performance of this Agreement arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees; provided, however, that Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising solely out of a willful or negligent act or omission of the City, its officers, agents, servants, and employees.

XII
LICENSE AND TAXES

Contractor shall obtain all licenses and permits and promptly pay all taxes required by Tooele City, Tooele County, and the State of Utah.

XIII
INSURANCE

(1) Policies. Contractor shall at all times during this Agreement maintain in full force and effect the Worker's Compensation Insurance, liability insurance, and property damage insurance. All insurance shall be by insurers and for policy limits acceptable to the City. Before commencement of the work hereunder, Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder.

(2) Coverage. For the purpose of this Agreement, Contractor shall carry the following types of insurance in at least the limits specified below:

Coverage	Limits of Liability
Worker's Compensation	Statutory
Employer's Liability	$2,000,000.00
Bodily Injury Liability Except Automobile	$2,000,000.00 each occurrence $5,000,000.00 aggregate
Property Damage Liability Except Automobile	$1,000,000.00 each occurrence $1,000,000.00 aggregate
Automobile Bodily Injury Liability	$2,000,000.00 each person $2,000,000.00 each occurrence
Excess Umbrella Liability	$5,000,000.00 each occurrence

XIV
PERFORMANCE BOND

(1) Performance bond required. Contractor shall execute and deliver to the City a performance bond with a corporate surety, conditioned upon the faithful performance of this Agreement. The performance bond shall be in the amount of seventy-five thousand dollars ($75,000.00) and shall be in force on an annual basis for the full term of this Agreement.

(2) Termination. This Agreement shall be subject to termination by the City at

any time if the bond shall be cancelled or the surety thereon relieved from liability for any reason. The term of such performance and payment bond shall be stated therein.

(3) Cancellation. Any notice of cancellation of such bond must be served upon the City by delivering a written notice of cancellation to the mayor, a copy to the City Recorder and a copy to the City Attorney thirty (30) days prior to the effective date of said cancellation.

(4) New bond. This Agreement shall not be terminated because of this provision if within thirty (30) days after service of notice of cancellation as provided above, Contractor files with the City a similar bond approved by the City Attorney to be effective for the balance of the Agreement period commencing on the date of such termination.

(5) Bond cost. Contractor shall bear all costs of the bond.

XV
TRANSFERABILITY OF AGREEMENT

No assignment of this Agreement shall be made in whole or in part by Contractor without the express prior written consent of the City, which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume all of the rights, duties, and obligations of the Contractor. In the event Contractor becomes insolvent or bankrupt then the rights of Contractor authorized hereby shall be immediately cancelled and annulled and the City shall have the right to take over collection, transportation, and disposal of refuse under this Agreement or substitute another contractor in its place and stead in the manner provided by law.

XVI
FACILITIES

Contractor shall maintain an office equipped with telephone service and such attendants as may be necessary to receive and handle complaints or to receive instructions and directions from the City between the hours of 8:00 a.m. and 5:00 p.m., Mondays through Fridays, excluding approved holidays.

XVII
EQUIPMENT REQUIRED BY CONTRACTOR

Contractor shall provide an adequate number of vehicles for regular collection and disposal service. Vehicles used for the collection and disposal of refuse shall be enclosed refuse collection units, equipped with automatic packers or reasonably comparable equipment. Each truck shall also be equipped with brooms and shovels to clean up any spillage that may occur during the loading or transporting of refuse. All trucks shall be kept clean and well painted, with the name of the contractor clearly lettered on the side of each vehicle. All vehicles shall be kept in good repair and working order. Contractor must maintain proper registration on all vehicles used in the performance of this Agreement. Trucks for collecting refuse shall have a tightly closed body to keep to a minimum the nuisance of odors during collection and must be water tight to prevent

spillage of wet residue from the truck or other equipment onto the streets, roads, or grounds. Sufficient collection equipment shall be maintained and used by Contractor to perform service in accordance with established schedules approved by the City. Contractor shall maintain all trucks and other equipment in a clean and sanitary condition at all times.

XVIII
TERMINATION

(1) Failure to Perform: If Contractor fails to provide the refuse collection and disposal service required by this Agreement for a period in excess of three (3) consecutive scheduled working days during any one (1) year period, the City may take any or all of the following action:

(a) Employ such employees or contractors as it may deem advisable and appropriate to continue work until the matter is resolved and Contractor is again able to carry out the work under this Agreement.

(b) Deduct any and all expenses incurred by the City from any money due or to become due to Contractor, and should City's cost for continuing the operation exceed the amount due Contractor, collect the amount due, either from Contractor or Contractor's insurer or bonding company, or both.

(c) All terms, conditions, and specifications of this Agreement are considered material, and failure to perform any part of this Agreement shall be considered a material breach of contract. Should Contractor fail to perform any of its contractual obligations, the City may, at its option, terminate this Agreement seven (7) days after written notification to Contractor of the violation and failure of Contractor to remedy the violation within said time.

(2) Mutual Agreement. This Agreement may be terminated upon mutual written agreement of the parties.

XIX
CHANGE IN ORDINANCE OR LANDFILL LOCATION

If for any reason there is a change in City ordinances as to the method of disposal of refuse, Contractor shall have the right to request that the City negotiate new contractual provisions to be added to this Agreement by way of Addendum. The City shall be under no obligation to negotiate such new provisions.

XX
GENERALLY

(1) Binding Agreement. This Agreement shall be binding upon the heirs, successors, and assigns of the parties.

(2) Attorney's Fees. In the event of default of any of the provisions of this Agreement, reasonable attorney's fees may be awarded to the non-defaulting party.

(3) Contract Not a Franchise. It is the understanding and intention of the parties that this Agreement shall constitute a Contract for the collection and disposal of refuse; that it shall not constitute a franchise; nor shall it be deemed or construed as such.

(4) Entire Agreement. This Agreement, which includes the Notice to Bidders, Information for Bidders, and Bid Form, contains the entire agreement of the parties. Any agreement hereafter made shall be ineffective unless the agreement is in writing and signed by the party against whom enforcement is sought.

(5) Amendments. This Agreement may be amended by written consent of both parties herein.

(6) 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 herein.

TOOELE CITY CORPORATION

_____
Debra E. Winn, Mayor

ATTEST:

_____
Michelle Y. Pitt, City Recorder

S E A L

CONTRACTOR

_____
Ace Recycling and Disposal

Fiscal Approval:

_____
Shannon Wimmer
Director of Finance

Approved as to Form:

_____
Roger Evans Baker
Tooele City Attorney

Exhibit A

Commercial sites included in this contract:

- Henwood mobile home park located on 497 North 200 West, due to historic inclusion in contract.
- John Conway mobile home park located at 861 South Coleman, due to historic inclusion in contract.

Exhibit B

Fuel Surcharge Schedule

Tooele City Council Business Meeting Minutes

Date: Wednesday, October 16, 2024
Time: 7:00 p.m.
Place: Tooele City Hall, Council Chambers
90 North Main Street, Tooele, Utah

City Council Members Present:
Justin Brady
David McCall
Ed Hansen
Melodi Gochis

City Council Members Excused:
Maresa Manzione

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
Darwin Cook, Parks and Recreation Director
John Perez, Economic Development Director

Minutes prepared by Katherin Yei.

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

1. Pledge of Allegiance
The Pledge of Allegiance was led by Chairman Brady.

2. Roll Call
Justin Brady, Present
Dave McCall, Present
Ed Hansen, Present
Melodi Gochis, Present
Maresa Manzione, Excused

3. Swearing in of Deputy Fire Chief, Jed Colovich
Administered by Loretta Herron, Deputy Recorder

Ms. Herron swore in Jed Colovich as Deputy Fire Chief.

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4. Tooele City's Healthy Utah Community Designation Presentation

Mr. Cook presented Healthy Utah Community Designation, including updated trails, parks, community clean up, and planting trees with the community.

5. Public Comment Period
The public hearing was opened.

Curtis Beckstrom inquired about non-Tooele residents attending Tooele City activities.

The public hearing was closed.

6. Public Hearing and Motion on Ordinance 2024-29 An Ordinance of Tooele City Amending Tooele City Code Sections 7-4-9, 7-16-4 (Table 2), and 7-19-6 Regarding Industrial Landscaping
Presented by Andrew Aagard, Community Development Director

Mr. Aagard presented amendments to Tooele City Code in regards to parking lots, park strips landscaping, development standards in the Commercial and Industrial zones. Staff is proposing the following changes: eliminate landscaping and tree requirement on park strips, amend titles to include LI and IS zones, requires all disturbed areas will be reclaimed with native seed mixtures, requires submission of a disturbed area reclamation plan at the time of site plan review, and financial waivers. The Planning Commission recommended approval.

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

Council Member Hansen motioned to approve Ordinance 2024-29 An Ordinance of Tooele City Amending Tooele City Code Sections 7-4-9, 7-16-4 (Table 2), and 7-19-6 Regarding Industrial Landscaping. Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

7. Economic Development Quarterly Report
Presented by John Perez, Economic Development Director

Mr. Perez presented the Economic Development quarterly report including new commercial and development, housing stock, grants received, and social media.

The City Council asked the following questions:
Is there a time frame on 1000 north project?

Mr. Perez addressed the Council. There is no timeframe for that project. Dutch Bro's and Chick-fil-a have not been confirmed.

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8. Resolution 2024-82 A Resolution of the Tooele City Council Approving and Ratifying an Agreement with Precision Concrete Cutting, Inc., for Sidewalk Grinding
Presented by Jamie Grandpre, Public Works Director

Mr. Grandpre presented an agreement with precision concrete cutting Inc for sidewalk grinding in the southwest part of the City in the amount of $49,764.

Council Member McCall motioned to approve Resolution 2024-82; A Resolution of the Tooele City Council Approving and Ratifying an Agreement with Precision Concrete Cutting, Inc., for Sidewalk Grinding. Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

9. Resolution 2024-83 A Resolution of the Tooele City Council Approving an Agreement with Broken Arrow, Inc., for Sewer Line Repairs on Benchview Drive
Presented by Jamie Grandpre, Public Works Director

Mr. Grandpre presented an agreement with Broken Arrow for sewer line repairs on Benchview Drive in the amount of $34,779.

Council Member Gochis motioned to approve Resolution 2024-83; A Resolution of the Tooele City Council Approving an Agreement with Broken Arrow, Inc., for Sewer Line Repairs on Benchview Drive. Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

10. Resolution 2024-85 A Resolution of the Tooele City Council Approving an Agreement with Nelson Brothers Construction Company for Engineering and Design Services Associated with a New Salt Shed Building
Presented by Jamie Grandpre, Public Works Director

Mr. Grandpre presented an agreement with Nelson Brothers Construction for Engineering and Design services associated with a new salt shed building in the amount of $62,515. Part of the property is fenced.

Council Member Hansen motioned to approve Resolution 2024-85; A Resolution of the Tooele City Council Approving an Agreement with Nelson Brothers Construction Company for Engineering and Design Services Associated with a New Salt Shed Building. Council Member Gochis seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

11. Resolution 2024-84 A Resolution of the Tooele City Council Approving an Agreement Change Order with Broken Arrow Construction for the Construction of England Acres Park Phase III Parking Lot

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Presented by Darwin Cook, Parks and Recreation Director

Mr. Cook presented an agreement change order with Broken Arrow Construction for the Construction of England Acres Park phase 3. This area will include benches, shade canopies, trees, and detention basin. This will complete England Acres. This is a park impact fees project.

Council Member Gochis motioned to approve Resolution 2024-84; A Resolution of the Tooele City Council Approving an Agreement Change Order with Broken Arrow Construction for the Construction of England Acres Park Phase III Parking Lot. Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member McCall, "Aye," and Chairman Brady, "Aye." The motion passed.

12. Invoices & Purchase Orders

Ms. Pitt presented the following invoices and purchase orders:

Office Product Dealer for the new fire station furniture in the amount of $53,825.00.

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

13. Minutes

There are no changes to the minutes.

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

14. Adjourn

Chairman Brady adjourned the meeting at 7:48pm.

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 November, 2024

_____

Justin Brady, City Council Chair

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