7505 South Holden Street
Midvale, UT 84047
(801) 567-7200
www.midvalecity.org

MIDVALE CITY COUNCIL MEETING
AGENDA
May 21, 2019

PUBLIC NOTICE IS HEREBY GIVEN that the **Midvale City Council** will hold a regular meeting on the **21st day of May 2019** at Midvale City Hall, 7505 South Holden Street, Midvale, Utah as follows:

6:00 PM – Dahl Conference Room
COUNCIL BUSINESS

6:30 PM – Council Chambers
INFORMATIONAL ITEMS

I. DEPARTMENT REPORTS
- Admin Services Report
- RDA Report

II. UNIFIED POLICE AND FIRE DEPARTMENT REPORTS

III. CITY MANAGER REPORT

7:00 PM
REGULAR MEETING

IV. GENERAL BUSINESS
A. WELCOME AND PLEDGE OF ALLEGIANCE
B. ROLL CALL
C. Recognition of Midvale City Youth Ambassadors
D. Presentation of Welcome and Employee Engagement Videos

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

VI. COUNCIL REPORTS
A. Councilmember Paul Glover
B. Councilmember Quinn Sperry
C. Councilmember Bryant Brown
D. Councilmember Paul Hunt
E. Councilmember Dustin Gettel

VII. MAYOR REPORT

A. Mayor Robert M. Hale

VIII. CONSENT AGENDA

A. Consider Minutes of May 7 & 14, 2019 ***[Rori Andreason, H.R. Director/City Recorder]***

B. Set Date and Time [June 4, 2019 at 7:00 p.m.] for a Public Hearing to Consider Amendments to the FY2019 Budget for the General Fund and other funds ad necessary ***[Bryce Haderlie, Assistant City Manager/Admin Services Director]***

C. Set Date and Time [June 4, 2019 at 7:00 p.m.] for a Public Hearing regarding the Midvale City Fiscal Year 2020 Budget beginning July 1, 2019 and ending June 30, 2020 including salaries for Statutory and Elective Officers, employees and other positions within the City as well as the FY2020 Midvale City Municipal Fee Schedule, including Utility Rates ***[Bryce Haderlie, Assistant City Manager/Admin Services Director]***

IX. ACTION ITEMS

A. Consider Resolution No. 2019-R-16 Approving an Agreement with Miller Paving for the 2019 Roadway Improvement Project ***[Keith Ludwig, City Engineer]***

B. Consider Resolution No. 2019-R-17 Approving Water Storage Lease Agreement with the Jordan Valley Water Conservancy District (JVWCD) ***[Keith Ludwig, City Engineer]***

C. Consider Resolution No. 2019-R-18 Approving a Cost Sharing Agreement with Jordan Valley Water Conservancy District (JVWCD) for the Jordan Valley Water Conservancy Retail Area Takeover Project ***[Keith Ludwig, City Engineer]***

D. Consider Resolution No. 2019-R-19 Amending Midvale City's Water Purchase Agreement with Jordan Valley Water Conservancy District (JVWCD) ***[Keith Ludwig, City Engineer]***

X. DISCUSSION ITEMS

A. Discuss Administration Budget ***[Kane Loader, City Manager]***

B. Discuss Community Development ***[Kane Loader, City Manager]***

C. Discuss Employee Compensation/Benefits ***[Rori Andreason, City Recorder/City Recorder]***

D. Discuss Municipal Fee Schedule ***[Bryce Haderlie, Assistant City Manager/Admin Services Director***

E. Discuss Midvale City Brand Guidelines ***[Laura Magness, Communications Director]***

XI. ADJOURN

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

A copy of the foregoing agenda was provided to the news media by email and/or fax. The agenda was also posted at the following locations on the date and time as posted above: City Hall Lobby, on the City's website at www.midvalecity.org ***and the State Public Notice Website at*** http://pmn.utah.gov***. Council Members may participate in the meeting via electronic communications. Council Members' participation via electronic communication will be broadcast and amplified so other Council Members and all other persons present in the Council Chambers will be able to hear or see the communication.***

PLEASE MAKE SURE ALL CELL PHONES ARE TURNED OFF DURING THE MEETING

DATE POSTED: MAY 17, 2019

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

CITY COUNCIL MEETING
Minutes

Tuesday May 7, 2019
Council Chambers
7505 South Holden Street
Midvale, Utah 84047

MAYOR: Mayor Robert M. Hale

COUNCIL MEMBERS: Council Member Paul Glover
Council Member Quinn Sperry
Council Member Bryant Brown
Council Member Paul Hunt
Council Member Dustin Gettel

STAFF: Kane Loader, City Manager; Bryce Haderlie, Asst. City Manager/Admin. Services Director; Rori Andreason, HR Director/City Recorder; Lisa Garner, City Attorney; Matt Dahl, Interim Assistant City Manager/Community Development Director; Glen Kennedy, PW Director; Lesley Burns, City Planner; Alex Murphy, Associate Planner; Laura Magness, Communications Director; Chief Randy Thomas, UPD; Battalion Chief Larson, UFA; and Juan Rosario, IT Technician.

The pre-meeting workshop began at 6:00 p.m.

COUNCIL BUSINESS
Staff and Council discussed agenda items as well as updates from staff. The Council discussed the bulky waste program and making changes to the program.

The meeting was called to order at 6:42 p.m.

INFORMATIONAL ITEMS
I. DEPARTMENT REPORTS

- **Public Works**

Glen Kennedy expressed appreciation to the police chief and officers for their efforts handling code enforcement issues. They were responded to quickly and resolved. Public works assisted with the Cinco De Mayo event. They are doing pre-work for potential flooding on cottonwood creek. They are also having a barbeque for public works week, and invited staff to attend.

- **Community Development**

Matt Dahl reported on the changes in the Community Development Department. Sunrise Engineering will be providing building services and UPD will be providing code enforcement services.

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Council Member Dustin Gettel asked to make sure the balconies at Tuscany Village get repaired.

Kane Loader expressed appreciation to Matt Dahl for his efforts in taking over this position. He also mentioned Jessie Stuart, Business License Coordinator, has submitted her resignation.

II. Unified Police Department Report

Chief Randy Thomas reported that he would be working on the stats for March and April and will get those out to the Council. He said Cinco de Mayo was a great success. Harrison Street is now open to entry and the home there has been cleaned up. Sgt. Norton is retiring in July and Sgt. Grant Richardson is taking over to supervise the shelter officers. The 2018 graffiti abatement, S L County graffiti team stats showed that 235 sites in Midvale were cleaned up and county wide there was 2,317 sites cleaned up. Officer Jerry Wayne was chosen to be the new code enforcement officer. He will start in June. He had a discussion with Matt Dahl to get preliminary ideas and better the system that is in place. The metal detectors are in-house at the Road Home Shelter. They have 24/7 coverage, and so far, it has been very successful.

Council Member Bryant Brown said there is a van parked at the old city hall site and has been there for weeks. Chief Thomas said he would have an officer check that out.

Council Member Paul Glover said there is also a motorhome parked on Grant Street that has been there for three weeks.

Unified Fire Department Report

Chief Brad Larson said the UFA budget will be presented at the board meeting in June. He said both stations in Midvale will be evaluated for seismic upgrades. He said an RFP was conducted and their information technology services will be provided by the Les Olsen Company. He reported that their recruitment program is going very well. The swift water safety message is to stay clear from running waters.

III. City Manager Report

Kane Loader said all employees participated in an emergency exercise. Another exercise is planned for May 20th at 10 am for a flooding exercise. He is moving ahead with emergency management in the city and providing training classes for different organizations in the community. He is working with UFA to provide an emergency manager that will work one day a week here at the city. He discussed the recent changes in services within the City to streamline the services and also cut where possible in the budget. He said staff would discuss these changes in more detail during the budget discussion scheduled on the agenda. There were five employees that were released in the reduction of force. He said he would like to put more emphasis on code enforcement. As Chief Thomas mentioned, there will be an officer for code enforcement with UPD. It will increase our capabilities with code enforcement and puts another officer out in the neighborhood. With the building reduction in force, he said he felt that the City will be

PENDING

much more efficient with an organization that can meet our needs. He said building inspectors are in demand, and hard to find.

Council Member Paul Glover said this has been tried before.
Kane Loader said yes, but the Council felt it was too hard of a line. One of the problems is that the code enforcement officers felt they were in harms way and at risk.

Council Member Gettel asked if this would be announced on social media?

Laura Magness said she was waiting for the officer to start, before she makes the announcement.

Matt Dahl said this provides us with an opportunity to come up with new ideas. He would like to work with the community members to comply and improve the neighborhoods.

Mayor Hale called the business meeting to order at 7:16 p.m.

IV. GENERAL BUSINESS

A. WELCOME AND PLEDGE OF ALLEGIANCE

B. ROLL CALL - Council Members Paul Hunt, Dustin Gettel, Paul Glover, Bryant Brown, and Quinn Sperry were present at roll call

C. PROCLAMATION DECLARING May 19-25 PUBLIC WORKS WEEK

Mayor Hale read the proclamation declaring May 19-25, 2019 as National Public Works Week.

D. PROCLAMATION DECLARING HEALTHY VISION MONTH

Mayor Hale read the proclamation declaring National Healthy Vision Month.

V. PUBLIC COMMENTS – There was no one who desired to speak.

VI. COUNCIL REPORTS

A. Council Member Paul Glover – said Annette Miller and the CBC are teaching English classes and need more space. They are reaching out to the city to see if there is any space available. They need it on Tuesday and Thursday mornings. Chief Thomas said they have a community room at the Police Department they can use. Council Member Quinn Sperry said he would also look for some space.

B. Council Member Quinn Sperry – had nothing to report.

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C. Council Member Bryant Brown – said at the last Council meeting they discussed petty theft with vehicles. He wanted to caution citizens about accusing neighbors, report things to the police when it happens. He also asked if Center Street was going to be repaved.

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Glen Kennedy said yes, and covering the manholes is part of the process to get it ready to mill.

D. Council Member Paul Hunt – had nothing to report.

E. Council Member Dustin Gettel – reported that last Wednesday at the Community Council meeting they had a hands only CPR training course. He suggested everyone that can take this course. He said he is on the Jordan River Commission, and they had a field trip to West Jordan and reviewed the Big Bend project that will take approximately 10 years to complete. It sits on the south edge of the Jordan Bluffs area. It's a very interesting site. He will send out invitations to the Council and staff for future field trips.

VII. MAYOR REPORT

Mayor Robert Hale – expressed appreciation for those who brought back the Cinco De Mayo celebration to life. It was a great celebration with great food, booths, and entertainment. He said he had the opportunity to go on Univision Channel 32 and invite everyone out to Cinco De Mayo. S L County has a program for Criminal Justice Advisory Council expungement navigator. This is available through S L County to assist you. He invited the City Council to attend the Utah Local Governments Trust election of board members Thursday, May 16th at 9:00 is at 95 S Hwy 89. They have invited James M. Olsen, former CIA Chief of Counter Intelligence to speak. He said he met with county elected officials to discuss the CDBG block grant. Midvale secured a grant for the ADA program. He also attended the Utah League of Cities and Towns in St. George where they had a speaker from FEMA who spoke about how people on average are not prepared for disasters. He urged citizens to put away extra money, and emergency essentials for a disaster.

MOTION: Council Member Paul Glover MOVED to open the Public Hearing. The motion was SECONDED by Council Member Quinn Sperry. Mayor Hale called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.

VIII. PUBLIC HEARINGS

A. CONSIDER ADOPTION OF THE MIDVALE CITY FISCAL YEAR 2020 TENTATIVE BUDGET BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020

Bryce Haderlie said as we go through the process of adopting the FY 2020 budgets, there are several steps that you as the City Council are required to take to be compliant with state statute.

1 UCA 10-6-111(1) requires the Budget Officer to present a tentative budget for each fund within the city. The budgets must be submitted no later than the first regularly scheduled meeting in May. We will present budgets for each fund on Tuesday, May 7th. At that time, we will brief you on the FY 2020 revenue estimates, provide a brief overview of the expenditures, and present budget highlights along with any proposed program changes.

2. UCA 10-6-111(3) further requires the City Council to adopt the tentative budget at this meeting. The Council will then review and amend, if necessary, the budgets prior to their final adoption. During the next several weeks, staff will be discussing the details of each department budget with the Council.

3. As a reminder, the purpose of a tentative budget is to have a working tool from which we can start the formal adoption process. The budget document can be amended prior to final adoption that is anticipated to occur on June 18th. At the time of final adoption, all of the City's budgets must be balanced with expenditures equaling revenues.

FISCAL IMPACT: The tentative budget provides a starting point for discussion of the budget for Fiscal Year 2020 prior to the final approval in June.

Midvale City Fiscal Year 2020 Tentative Budgets	
General Fund	$ 20, 643,450
Capital Improvement Projects	720,000
Water Fund	5,741,200
Sewer Fund	2,785,600
Storm Water Utility Fund	2,065,000
Street Lighting Utility Fund	407,100
Sanitation Fund	1,257,300
Telecommunications Fund	905,700
Total Midvale City Budget	$ 34,525,350
Municipal Building Authority	674,400
Redevelopment Agency	30,428,700
Total Proposed FY19 Budget	*$ 65,628,450*

Where does the General Fund Revenue Come From?

Taxes	$ 13,736,539
Licenses & Permits	1,001,000
Intergovernmental	2,845,100
Charges for Services	2,164,000
Fines & Forfeitures	930,000
Miscellaneous Revenues	72,500
Total	*$20,749,139**

**Does not include Contributions which include $2,500 donations from private parties and $108,189 contribution to the fund balance*

Capital Improvement Projects (CIP)

Pavement Management	$ 300,000
Curb/Gutter/Sidewalk programs	100,000
Traffic calming devices	20,000
City Hall Overflow Parking	20,000
City Housing Fund	50,000

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Christmas decorations	30,000
Community Swimming Pool	200,000
Total CIP	*$ 720,000*

Ranked Projects Included in The Budget

1- 2020 Municipal Elections $28,920
1- Asset Management Software $150,000
1- RTK (GIS Equipment) $21,200
1- GPS Equipment $10,600
1- Sip Trunk (Phones) $7,412 ($15,000 savings)

1- Zoning Ordinance Rewrite $75,000
FTR Upgrade (CC Recording) $6,588
1- Wireless Security Improvements $2,395
1- VPN/Firewall $19,588 *(may be funded in FY19)
1- 4% Avg. Merit Program $104,000
1- Benefit Increases $52,400
1- Market Adjustments $76,573
Grant to Boys & Girls Club $40,000
1- Grant to Arts Council $45,000
1- Grant to CBC $25,000
1- Safe Sidewalk $100,000
1- Traffic Calming $21,000
1- City Hall Overflow Parking $20,000
1- Housing Trust Fund $50,000
1- Christmas Decorations $30,000
1- Police Contract $260,000
1- Swimming Pool $200,000
1- Animal Services $34,200
1.5- GIS Consultant $50,000
1.5- GIS Specialist $72,831
1.5- FTE for IT Dept. $83,500
3- Four-Wheeler and Trailer for Parks $1,000

Ranked Projects Not Included in the Budget

2- Truck for Parks and Cemetery	$7,000 (Will use inspection truck)
3- Four-Wheeler and Trailer for Parks	$1,000 (included in budget)
3- Main Street Programing for RDA	$10,000
4- Center Street Park Sign	$30,000 (may be funded in FY 2019)
4- Website Design Consultant	$7,000 (not needed)
4- 50/50 Sidewalk Program	$0 (will use existing funding)
Total	$47,000 (unfunded)

Inspection & Code Enforcement

Building Inspection	
FY2019 Projected	$395,325
FY 2020 Tentative	$361,500

PENDING

Savings	$ 33,825

Code Enforcement	
FY2019 Projected	$176,620
FY2020 Tentative	$121,300
Savings	$ 55,320
Total Tentative Savings	**$ 89,145**

When Contract Inspections Can Have Biggest Impact

FY18 Budget Actual	
Revenue (Permits and Plan Review)	$477,049
Expenditures	$365,054
Difference	**$111,995**
Contract	$181,278
Contingency	$ 9,500
Total	$190,778
Difference (FY2018 Rev.-Contract Total)	**$286,271**

How Do We Spend General Fund Revenues?

Public Safety	$ 8,693,000
Salaries and benefits	5,053,600
Operations	5,496,550
Capital	220,300
Debt service	1,180,000
Total	***$20,643,450***

Where does the General Fund Sit Right Now?

Revenue	**$20,751,639**
Expenditures	$20,643,450
Contribution to Fund Balance	$108,189

Bryce Haderlie said that he and the Mayor attended a UPD budget meeting that morning. UPD's amount for services to Midvale City has a 20 percent increase. After discussion, the Council asked to have staff come up with an analysis to pull out of UPD and what the City would be giving up? Also, make sure other cities are receiving the same increase.

Mayor Hale said that UPD divided up the costs based on population, case calls, and property evaluations.

Council Member Bryant Brown said that it is not appropriate for them to come to us with this kind of increase this late in the budget process.

Council Member Paul Glover said he would like staff to prepare a cost comparison of the City providing police services or staying with Unified Police.

Kane Loader said that we would need to issue a letter of intent to pull out of UPD one year in advance.

Bryce Haderlie asked the Council if they wanted to look at any type of tax increase. The Council agreed not to raise taxes at this time.

Bryce Haderlie reviewed the FY2020 utility rates.

FY2020 Water Fund Projected Revenue

Description	FY2019 Estimated	FY2020 Budget	Difference
Water base/consumption	4,820,000	4,995,000	175,000
Other user charges	189,000	173,000	(16,000)
IRS subsidy for BABs	106,000	101,000	(5,000)
Other revenue	122,000	81,000	(41,000)
Total	5,237,000	5,350,000	113,000

FY2020 Water Fund Proposed Expenditures

Description	FY2019 Estimated	FY2020 Budget	Difference-
Personal services	796,000	990,000	194,000
Administration	785,000	1,016,000	231,000
Water supply costs	1,006,000	1,349,000	343,000
Debt Service	1,565,000	1,565,000	-
Capital expenditures	559,000	582,000	23,000
Total	4,711,000	5,502,000	791,000

FY2020 Budget Requests – Water

ONE-TIME:
$65,000 water master plan
$15,000 water conservation plan
$10,000 water rate study
$35,000 truck for new FTEs
$15,000 inline fluoride analyzer
$6,000 air quality monitors

ONGOING:
$129,000 2 new FTEs
$100,000 Meter replacement program
$96,000 JVWCD storage fee
$69,000 Fire hydrant/valve replacement, inventory
$46,600 Selective market adjs, 4% merit, 9% medical

FY2020 Water Rate Changes

- 7% rate increase – Service Area 1
    - Approximately $34 per year for average residential user
- 2% rate increase – Service Area 2
    - Approximately $6 per year for average residential user
- No change – Service Area 3

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FY2020 Sewer Fund Projected Revenue

Description	FY2019 Estimated	FY2020 Budget	Difference
Sewer base/usage	2,325,000	2,534,000	209,000
Other user charges	65,000	61,000	(4,000)
Other revenue	66,000	48,000	(18,000)
Total	2,456,000	2,643,000	187,000

FY2020 Sewer Fund Proposed Expenditures

Description	FY2019 Estimated	FY2020 Budget	Difference
Personal services	406,000	576,000	170,000
Administration	451,000	456,000	5,000
System operations cost	1,030,000	1,120,000	90,000
Debt service	342,000	346,000	4,000
Capital expenditures	191,000	275,000	84,000
Total	2,420,000	2,773,000	353,000

FY2020 Budget Requests – Sewer

ONE-TIME:

$170,000 generators for lift stations

ONGOING:

$70,000 increase in SVWRF operations cost
$69,000 new FTE
$42,000 selective market adjs, 4% merit, 9% medical

FY2020 Sewer Rate Changes

- 10% rate increase
    - Approximately $41 per year for average residential user

FY2020 Storm Water Fund Projected Revenue

Description	FY2019 Estimated	FY2020 Budget	Difference
User fees	1,738,000	1,949,000	211,000
Other user charges	7,000	3,000	(4,000)
Facility use (other funds)	84,000	84,000	-
Other revenue	15,000	21,000	6,000
Total	1,844,000	2,057,000	213,000

FY2020 Storm Water Fund Proposed Expenditures

Description	FY2019 Estimated	FY2020 Budget	Difference
Personal services	696,000	781,000	85,000
Administration	539,000	620,000	81,000
System operations cost	9,000	21,000	12,000
Debt service	432,000	432,000	-
Capital expenditures	199,000	187,000	(12,000)
Total	1,875,000	2,041,000	166,000

PENDING

FY2020 Budget Requests – Storm Water
ONGOING:
$41,000 selective market adjs, 4% merit, 9% medical

FY2020 Storm Water Rate Changes

- 12% rate increase
    - Approximately $12 per year for residential user

FY2020 Street Lighting Fund Projected Revenue

Description	FY2019 Estimated	FY2020 Budget	Difference
User fees	383,000	385,000	2,000
Other user charges	2,100	2,000	(100)
Other revenue	500	600	100
Total	385,600	387,600	2,000

FY2020 Street Lighting Fund Proposed Expenditures

Description	FY2019 Estimated	FY2020 Budget	Difference
Personal Services	7,700	14,200	6,500
Administration	50,700	57,700	7,000
System operations cost	113,100	120,000	6,900
Debt service	211,000	211,000	-
Total	382,500	402,900	20,400

FY2020 Street Lighting Rate Changes

- No rate increases

FY2020 Sanitation Fund Projected Revenue

Description	FY2019 Estimated	Fy2020 Budget	Difference
User fees	1,023,000	1,140,000	117,000
Other user charges	8,000	5,000	(3,000)
Other revenue	20,000	21,000	1,000
Total	1,051,000	1,166,000	115,000

FY2020 Sanitation Fund Proposed Expenditures

Description	FY2019 Estimated	FY2020 Budget	Difference
Personal services	17,000	21,000	4,000
Administration	90,000	109,000	19,000
System operations cost	1,040,000	1,135,000	95,000
Total	1,147,000	1,265,000	118,000

FY2020 Sanitation Rate Changes

- 10% rate increase
    - Approximately $14 per year for residential user

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FY2020 Telecommunications Fund Projected Revenue

Description	FY2019 Estimated	FY2020 Budget	Difference
User fees	19,000	27,000	8,000
Transfer from Gen Fund	850,000	850,000	-
Other revenue	17,000	20,000	3,000
Total	886,000	897,000	11,000

FY2020 Telecommunications Fund Proposed Expenditures

Difference	FY2019 Estimated	FY2020 Budget	Difference
UTOPIA pledge payment	880,000	880,000	-
CUE payments to UTOPIA	18,000	26,000	8,000
Total	898,000	906,000	8,000

FY2020 Fleet Fund Projected Revenue

Description	FY2019 Estimated	FY2020 Budget	Difference
Vehicle operations chgs	374,000	369,000	(5,000)
Vehicle replacement chgs	304,000	315,000	11,000
Vehicle sales proceeds	423,000	266,000	(157,000)
Other revenue	18,000	20,000	2,000
Total	1,119,000	970,000	(149,000)

FY2020 Fleet Fund Proposed Expenditures

Description	FY2019 Estimated	FY2020 Budget	Difference
Personal services	173,000	125,000	(48,000)
Administration	11,000	15,000	4,000
Vehicle maintenance	214,000	230,000	16,000
Vehicle purchases	970,000	316,000	(654,000)
Total	1,368,000	686,000	(682,000)

FY2020 Information Technology Fund Projected Revenue

Description	FY2019 Estimated	FY2020 Budget	Difference
Charges to departments	113,000	113,000	-
Other revenue	2,000	4,000	2,000
Total	115,000	117,000	2,000

FY2020 Information Technology Fund Proposed Expenditures

Description	FY2019 Estimated	FY2020 Budget	Difference
Personal services	22,000	27,000	5,000
Hardware	31,000	35,000	4,000
Software	26,000	30,000	4,000
Infrastructure	20,000	23,000	3,000
Total	99,000	115,000	16,000

Mayor Hale opened the hearing to public comment.

PENDING

Sophia Hawes-Tingey said she had two concerns. One was an increase in utility rates. Service area number one has elderly people and the rates continually increase. She expressed concern about privatizing the building department.

Council Member Paul Glover asked for a comparison of utility rates with other cities.

MOTION: Council Member Quinn Sperry MOVED to close the Public Hearing. The motion was SECONDED by Council Member Bryant Brown. Mayor Hale called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.

ACTION: CONSIDER RESOLUTION NO. 2019-R-13 ADOPTING THE MIDVALE CITY FISCAL YEAR 2020 TENTATIVE BUDGET BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2019

MOTION: Council Member Paul Hunt MOVED to approve Resolution No. 2019-R-13 Adopting the Midvale City Tentative Operating and Capital Budgets for Fiscal Year 2020. The motion was SECONDED by Council Member Quinn Sperry. Mayor Hale called for discussion on the motion. There being none then he called for roll call vote. The voting was as follows:

Council Member Quinn Sperry Aye
Council Member Paul Glover Aye
Council Member Paul Hunt Aye
Council Member Bryant Brown Aye
Council Member Dustin Gettel Aye

The motion passed unanimously.

MOTION: Council Member Quinn Sperry MOVED to open the Public Hearing. The motion was SECONDED by Council Member Bryant Brown. Mayor Hale called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.

B. CONSIDER ORDINANCE NO. 2019-O-5 AMENDING BUILDING HEIGHT STANDARDS FOR THE RM-12 AND RM-25 ZONES IN SECTIONS 17-7-3.4 AND 17-7-4.4 OF THE MIDVALE MUNICIPAL CODE

Alex Murphy said Robert Brown is proposing a text amendment to update the RM-25 zone language to reflect the changes in design and tenant preferences that have been reflected in the newer zone language in the Midvale City Municipal Code. As the RM-25 zone is similar in construction to the RM-12 zone, both Staff and the Planning Commission recommend extending this request to include the RM-12 zone, as well.

In 2001, the City completed a zoning ordinance rewrite that combined and redefined the development requirements across the entire city following annexation of the Fort Union area. Included in this ordinance rewrite were zoning designations for medium density and medium-to-high density multifamily zones (RM-12 and RM-25, respectively.) The

regulations defined development standards for projects in these two zones, including density, height, landscaping, parking, etc., based on design standards in use at the time.

In recent years, the building height requirement for these zones has been problematic. The current standards read as follows:

RM-12 : Height. The maximum height for the zone is thirty-five feet to the midpoint for a sloping roof and thirty feet to the cornice for flat roofs.

Stories. All buildings must be from one to three stories.

RM-25 : Height. The maximum height for the zone is forty-two feet to the midpoint of a sloped roof and thirty-six feet to the cornice of a flat roof. If a structure is constructed on a lot within fifty feet of a single-family zoning district, the maximum height shall be thirty-five feet to the midpoint for sloped roofs and thirty feet to the cornice for flat roofs.

Stories. All building types must be from one to four stories.

These standards were developed for use in units with 8' tall ceilings, which was typical at the time the ordinance was written and adopted. Tenant preferences and competition between property owners have pushed for the use of taller ceilings, with 9' being the typical minimum height in use today. City Staff has received numerous complaints regarding the current height limits in these zones because the standard prevents a quality, market-expected product from being developed. These complaints have been addressed in the zones adopted more recently than 2001 but remain an issue in the two RM districts.

In response to these complaints and the request from Mr. Brown, Staff has prepared a possible text amendment for the Council to consider. The proposed language revises the maximum building height to refer to a maximum height in stories instead of a maximum height in feet. For those areas near existing single-family zoning districts, the old maximum height standards are maintained, to ensure a buffer and mitigate impacts between the single family and multi-family uses. To assist in the consideration of this change, Staff has included the following:

- A table of height limits for multifamily projects used in zones created after 2001;
- Examples of the types of construction allowed under the current and proposed ordinances; and
- An example of how the proposed changes to proximity requirements affect height in both zones.

The Planning Commission held a public hearing on the proposed change on April 10, 2019 and forwarded a positive recommendation to the Council regarding the proposed changes.

Mayor Hale opened the hearing to public comment. There were no comments.

PENDING

MOTION: **Council Member Bryant Brown MOVED to close the Public Hearing. The motion was SECONDED by Council Member Paul Glover. Mayor Hale called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.**

ACTION: **CONSIDER ORDINANCE NO. 2019-O-5 ADOPTING THE AMENDED BUILDING HEIGHT STANDARDS FOR THE RM-12 AND RM-25 ZONES IN SECTIONS 17-7-3.4 AND 17-7-4.4 OF THE MIDVALE CITY MUNICIPAL CODE**

MOTION: **Council Member Quinn Sperry MOVED to Approve Ordinance No. 2019-O-05 amending maximum building height regulations in the RM12 and RM25 zones under sections 17-7-3.4 and 17-7-4.4 of the Midvale City Municipal Code. The motion was SECONDED by Council Member Bryant Brown. Mayor Hale called for discussion on the motion. There being none then he called for roll call vote. The voting was as follows:**

Council Member Quinn Sperry Aye
Council Member Paul Glover Aye
Council Member Paul Hunt Aye
Council Member Bryant Brown Aye
Council Member Dustin Gettel Aye

The motion passed unanimously.

IX. CONSENT AGENDA

A. CONSIDER MINUTES OF APRIL 16, 2019

B. SET DATE AND TIME [JUNE 4, 2019 AT 7:00 P.M.] FOR A PUBLIC HEARING REGARDING THE MIDVALE CITY FISCAL YEAR 2019 BUDGET BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2019 INCLUDING SALARIES FOR STATUTORY AND ELECTIVE OFFICERS, EMPLOYEES AND OTHER POSITIONS WITHIN THE CITY AS WELL AS THE FISCAL YEAR 2019 MIDVALE CITY MUNICIPAL FEE SCHEDULE, INCLUDING UTILITY RATES

This item was pulled.

C. SET DATE AND TIME [JUNE 4, 2019 AT 7:00 P.M.] FOR A PUBLIC HEARING TO EXPLAIN THE INTENDED TRANSFERS OF ENTER PRISE FUND MONEY TO OTHER FUNDS FOR FY 2020

MOTION: **Council Member Paul Glover MOVED to approve the consent agenda. The motion was SECONDED by Council Member Bryant Brown. Mayor Hale called for discussion on the motion. There being none then he called for roll call vote. The voting was as follows:**

Council Member Quinn Sperry Aye
Council Member Paul Glover Aye

Council Member Paul Hunt Aye
Council Member Bryant Brown Aye
Council Member Dustin Gettel Aye
The motion passed unanimously.

X. ACTION ITEMS

A. CONSIDER RESOLUTION NO. 2019-R-14 AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SUNRISE ENGINEERING FOR BUILDING SERVICES

Matt Dahl said that Midvale City (City) is seeking to expand the building services provided by Sunrise Engineering, Inc. (Sunrise) through the execution of the Agreement for Building Services (Agreement). The expanded services are intended to replace those previously provided by the City's Building Services Department. Sunrise currently has a contract with the City to provide building services on an as-needed basis.

If the Agreement is approved, the services provided by Sunrise will include, but not be limited to, the following:

1. On-site Technician: Sunrise will provide staff to provide support to the City and the public regarding the review of plans and the processing of permits.

2. Plan Examination: Sunrise will review plans for compliance with all relevant federal, state, and local regulations.

3. Building Inspections: Sunrise will provide qualified staff to provide all required inspections and associated reporting.

4. Coordination: Sunrise will coordinate with Midvale staff to accomplish needed Building Services, including providing technical support and dispatching inspectors.

5. Enforcement Orders: Sunrise will issue compliance and stop work orders as appropriate.

6. Reporting: Sunrise will provide City staff with regular reports on the services they are providing.

7. Public Meetings: Sunrise will attend public meetings as requested by the City.

8. Emergency Safety Inspections and Emergency Planning: Sunrise will participate in emergency planning meetings and provide inspections of key facilities following disasters.

Sunrise's compensation will be based on formula related to building fees collected by the City. Per the compensation schedule, Sunrise will charge the following:

1. 38% of building fees collected up to $600,000

PENDING

2. 37% of building fees collected up to $800,000
3. 35% of building fees collected up to $1,000,000
4. 32% of building fees collected over $1,000,000

Staff believes this methodology for determining Sunrise's compensation ensures that compensation will be commiserate with the work that is provided and achieve cost savings for the City in the instance of a downturn in construction.

The proposed contract provides for an initial term of five-years with the ability to renew for an additional five-year term through mutual agreement by the parties.

FISCAL IMPACT: The Agreement would obligate the City to pay Sunrise 32-38% of the building fees collected annually, based on the total amount collected. Staff currently estimates to receive $1.1 million in building fees for FY2020, which would result in a fee of $352,000.

Council Member Paul Glover asked what our exit plan is just in case it doesn't work out.

Matt Dahl said that the contracts states giving a 30-day notice. The agreement is flexible as far as making changes and the time to make changes to the agreement. It provides the City with a lot of options. He said Sunrise has been great to work with so far.

Kane Loader pointed out that they are a Midvale business. They have worked with Cottonwood Heights for years and have done a good job for them.

Council Member Dustin Gettel said there are some concerns at times when a government agency contracts with a private agency to do work for them. With this agreement, it looks like Sunrise is still going to be working closely with staff on these projects. The fee schedule is not an incentive for them to raise prices. It seems like a good agreement.

Bryce Haderlie said that building permits are established by set standards with tables. There should not be any problems, if they follow the standards.

MOTION: Council Member Dustin Gettel MOVED to suspend the rules to take action on the Sunrise Engineering Agreement. The motion was SECONDED by Council Member Paul Hunt. Mayor Hale called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.

MOTION: Council Member Dustin Gettel MOVED to Adopt Resolution No. 2019-R-14 Approving the Agreement for Building Services between Midvale City and Sunrise Engineering. The motion was SECONDED by Council Member Bryant Brown. Mayor Hale called for discussion on the motion. There being none then he called for roll call vote. The voting was as follows:

Council Member Quinn Sperry Aye
Council Member Paul Glover Aye

Council Member Paul Hunt Aye
Council Member Bryant Brown Aye
Council Member Dustin Gettel Aye
The motion passed unanimously.

B. CONSIDER RESOLUTION NO. 2019-R-15 AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MOUNTAIN VALLEY MECHANICAL FOR THE MIDVALE POLICE STATION HVAC REPLACEMENT

Lisa Garner said in the fall of last year, the HVAC rooftop unit of the Unified Police Department, Midvale Precinct ceased functioning. This HVAC unit was the original unit that was installed at the time the building was constructed and has had significant performance issues for the past several years. It was determined that, in order to provide the most cost effective HVAC system for the building, the unit needed to be replaced. The City requested proposals for the replacement of the HVAC rooftop unit. Mountain Valley Mechanical submitted a proposal and was found to be the lowest responsive responsible bidder. A resolution has been prepared for Council consideration authorizing the Mayor to enter into a contract with the Mountain Valley Mechanical.

Fiscal Impact: $108,737.00

MOTION: Council Member Bryant Brown MOVED to suspend the rules and adopt Resolution No. 2019-R-15 Authorizing the Mayor to enter into an agreement with Mountain Valley Mechanical for the replacement of the HVAC rooftop unit at the Midvale Police Station. The motion was SECONDED by Council Member Quinn Sperry. Mayor Hale called for discussion on the motion. There being none then he called for roll call vote. The voting was as follows:

Council Member Quinn Sperry Aye
Council Member Paul Glover Aye
Council Member Paul Hunt Aye
Council Member Bryant Brown Aye
Council Member Dustin Gettel Aye
The motion passed unanimously.

C. CONSIDER RESOLUTION NO. 2019-R-16 AUTHORIZING THE MAYOR TO ENTER INTO A SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT FOR ANIMAL SERVICES BETWEEN S L COUNTY AND MIDVALE CITY

Bryce Haderlie said in preparation for the FY2020 budget, the city will need to consider a second amendment to the interlocal agreement with Salt Lake County for the Animal Control Services. This amendment memorializes that:

1. Except for the amendment, the agreement remains in full force.
2. That the contract runs from July 1, 2019 to June 30, 2022
3. The new contract amount of $282,268 annually ($248,100 in FY19).
4. Setting a cap on future increases of not more than 5%.
5. Removes the presentation schedule as requested by the Council.

6. Price is contingent upon all other parties' participation with the shelter.
7. Confirms that the amendment follows the Interlocal Cooperation Act.

FISCAL IMPACT: $34,168 over prior year

MOTION: **Council Member Dustin Gettel MOVED to suspend the rules and approve Resolution No. 2019-R-16 Authorizing the Mayor to enter into a second amendment to the Interlocal Agreement for Animal Services between S L County and Midvale City. The motion was SECONDED by Council Member Bryant Brown. Mayor Hale called for discussion on the motion. There being none then he called for roll call vote. The voting was as follows:**

Council Member Quinn Sperry Aye
Council Member Paul Glover Aye
Council Member Paul Hunt Aye
Council Member Bryant Brown Aye
Council Member Dustin Gettel Aye

The motion passed unanimously.

XI. DISCUSSION ITEMS

A. DISCUSS PUBLIC WORKS FY2020 BUDGET

Glen Kennedy discussed the proposed FY2020 Public Works Budget as follows

Public Works Tentative Budget 2020
Public Works Department Wide

- Education and Travel budgets increased across all budgets. Increases are between $1,000 and $3,000 depending on the number of employees. This is primarily due to the Career Path Requirements.
- Safety Program account was created in all budgets - amounts vary between $1,000 to $2,500 depending on number of employees.

Kane Loader expressed his appreciation for Glen's efforts in creating a career path for all of the public works employees.

Building Grounds Ops & Maint.

- Budget is staying relatively the same - overall reduced by $13,850.

Street Fund

- **Repairs/Maint/Supplies** - $2,500 increase for tool repairs, maintenance
- **Special Highway Support** - $5,000 increase to be used on street sign maintenance/replacement
- **Signal Maintenance** - $5,000 increase to keep up with County increases and any additional signals that may be added.
- **Salt** - $4,000 increase

Parks/Cemetery

- No significant changes - overall reduced by $15,400

PENDING

- Truck request is no longer required as an internal transfer of vehicles is taking place.
- The 4 wheeler/trailer request has been put into the fleet budget and parks will pay it down over the next few years.

Water Utility Fund

- **Equip/Bldg./Repairs/Maint.** – Increase of $90,000
  - Hydrant Replacement Program (10) - $30,000
  - Valve Replacement Program (10 to 15) - $17,000
  - Inline Fluoride Analyzers - $15,000
  - Four Air Quality Monitors (Sniffers) - $6,000
  - Parts/Inventory - $15,000
  - Locator for Blue stakes - $7,000
- **Meters and Related Supplies** – Increase of $100,000 for a meter replacement program
- **Professional Services** – Increase of $90,000
  - Master Plan - $75,000
  - Water Conservation Plan - $15,000
- **Well Equipment and Maintenance** – Increase of $5,000 for annual inspections and service for well motors and pumps.
- **Fluoridation System Maintenance** – Currently only takes into account the cost of Fluoride – Increase of $5,000 for Fluoride equipment maintenance, repairs, replacement.

Sewer Utility Fund

- **Maintenance/Repairs/Supplies** – Increase of $4,000 for tools, pipeline repairs as identified and misc. parts and supplies for the CCTV truck.
- **Maintenance/Supplies Lift Stations** – Increase of $5,000 repairs and maintenance of pumps and monitoring equipment.
- **Sewer Operations** – Increase of $70,000 due to an increase in operational costs from SVWRF.
- **Infrastructure Maintenance** - $90,000 increase for diesel generators to be installed at the three lift stations.

Storm Water and Streetlight Utility Funds

No significant changes to the operational line items in either of these budgets.

Sanitation – Increase of $65,500 for operational costs

- **Waste Disposal Fees (ACE Costs)** – Previously accounted for weekly garbage**,** recycle and bulky waste pick-up. This has been broken into the following separate accounts:
  - **Waste Disposal Fees (ACE Weekly Garbage Can Pick-up) -** $605,000
  - **Bulky Waste Disposal Fees (ACE Weekly Bulky Waste) -** $95,000
  - **Recycling Disposal Fees (ACE Weekly Recycle Can Pick-up) -** $233,000

PENDING

- **Landfill Fees** – Previously included both Trans-Jordan garbage tonnage fees and Rocky Mountain/Waste Management recycling tipping fees. This has been broken into the following separate accounts:
  - **Landfill Fees (Trans-Jordan garbage and bulky @ $16.00 a ton) -** $160,000
  - **Recycling Tipping Fees (RMR) -** $42,000 (City pays 50% of total tonnage at an average of $65.50 a ton**)**

Council Member Dustin Gettel asked about glass recycling. Glen said with glass, the dumpster option is better with the environmental impact and costs.

Fleet

Year	Department	Vehicle Type	Purchase Price	Salvage Value
2015	Engineering	F-150	$30,500.00	$21,300.00
2015	Storm/Eng	F-150	$28,500.00	$22,000.00
2015	Streets	F-150	$30,500.00	$22,000.00
2015	Water	F-150	$30,500.00	$22,000.00
2010	Water	F-150	$28,000.00	$8,000
2019	Streets	Loader	$163,000.00	$171,000.00

B. DISCUSS ADMINISTRATIVE SERVICES FY2020 BUDGET

Bryce Haderlie discussed the proposed FY2020 Administrative Services budgets as follows:

FY2020 Tentative Budget Administrative Services

Court

- FY2019 - $819,400
- FY2020 – 793,900
  - Salaries ($11,200)
  - Benefits ($16,300)
  - Repairs & Maint. ($1,000)
  - IT Equip $3,000
- Net Impact ($25,500)

Information Technology

- FY2019 $545,500
- FY2020 $805,850
  - New Systems Admin $ 81,000
  - Internet & Wireless $ 10,000 Bandwidth Capacity Increase
  - Prof. Srvcs. $ 4,000 Anti-virus protection
  - Education $ 4,500 Conference Attendance
  - Computer Equip. $ 22,650 Switches, wireless AP equip.

PENDING

- Network Equip. ($ 10,000) Moved to internal services fund
- Software $ 123,000 Moved from software support
- Software Support $ 17,500 Qualtrics Software
- Net Impact $260,000

Administrative Services

- FY2019 $211,600
- FY2020 $184,400
  - Salaries $ 25,600
  - Benefits $ 4,000
  - Subscriptions and membership, Travel & IT $ 2,400
- Net Impact $(27,200)

Finance

- FY2019 $366,400
- FY2020 $385,300
  - Salaries $ 7,900 Merit Increases
  - Benefits $ 8,500 Merit Increases
  - Subscriptions & Membership $ 1,500
  - IT Equip $ 1,900
  - Comm/Tele $ (900) Using city phone
- Net Impact $ 18,900

Non-Departmental

- FY2019 $ 2,047,000
- FY2020 $ 1,809,900
  - Bank Charges $ 23,000
  - Lease Payment to MBA $ 10,700
  - Debt Service $ (220,000)
  - Debt Service Interest $ (51,100)
  - Etc. $ 300
- Net Impact $ (237,100)

C. DISCUSS AMENDMENTS TO MIDVALE MUNICIPAL CODE 10.16, PARKING

Lisa Garner discussed amendments to the Midvale Municipal Code regarding parking. She discussed having parking restrictions for non-motorized vehicles. She will look into this. The council agreed. Add signs, adopt S L County code.

XI. ADJOURN

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

PENDING

The meeting adjourned at 9:28 p.m.

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

Approved this 21st day of May 2019.

PENDING

MIDVALE CITY
CITY COUNCILWORKSHOP MEETING
Minutes

Tuesday, May 14, 2019
Council Chambers
7505 S. Holden Street
Midvale, Utah 84047

MAYOR: Robert M. Hale

COUNCIL MEMBERS: Council Member Paul Glover
Council Member Quinn Sperry
Council Member Bryant Brown
Council Member Paul Hunt
Council Member Dustin Gettel

STAFF: Kane Loader, City Manager; Bryce Haderlie, Asst. City Manager/Admin. Services Director; Rori Andreason, H.R. Director/City Recorder; Matt Dahl, Redevelopment Agency Director; Lisa Garner, City Attorney; Glen Kennedy, Public Works Director; Laura Magness, Communications Specialist; Alex Murphy, Associate Planner; Jana Ward, Planner I; and Christopher Butte, Economic Development Director.

Mayor Hale called the meeting to order at 5:30 p.m.

I. TOUR OF MIDVALE CITY

Planning Commission members and Council members toured Midvale City with stops at Jordan Bluffs Project Area, Hillcrest High School, The Shops at Fort Union, Cottonwood St./Millennium St. and ended at Midvale City Hall.

II. ADJOURN

Mayor Hale adjourned the meeting at approximately 7:45 p.m.

_____
Rori L. Andreason, MMC
H.R. DIRECTORY/CITY RECORDER

Approved this 21st day of May 2019

PENDING

MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: May 21, 2019

SUBJECT: **Consideration of Resolution No. 2019-R-16 Approving an Agreement with Miller Paving for the 2019 Roadway Improvement Project**

SUBMITTED BY: **Keith Ludwig, P.E., City Engineer**

SUMMARY:

The Road CIP List, which was updated in June of 2016, lists several streets in the City that need the addition of curb/gutter, sidewalk and asphalt widening. These improvements will provide better and safer pedestrian access, allow better storm drainage runoff, and provide a safer environment for drivers.

Based on that list, the City has secured bond money for the design and construction of these projects. The 2019 Roadway Improvement Project is the next project to build out as many of these streets on the CIP list as possible. The streets this year include 7800 South between 1000 East and 1130 east (north side of the road), 300 East north of 7800 South, and Center Square & the north section of Grant Street (east side of the road)

Our consultant, Paul Hansen & Associates, has designed the project which went out to bid April 3rd, 2017. We held a bid opening on May 2nd, 2019. We received 3 bids.

We evaluated the bids based on the criteria outlined in the bid documents, which included the bid price, approach to the project, and past experience.

Based on that evaluation, Miller Paving was deemed the best overall bidder. We have worked with Miller Paving previously and have been very pleased with their performance. Bid documents, score sheet, bid tabulation and the agreement are attached.

We have an agreement prepared for the City to enter with Miller Paving, and would desire to have the Mayor sign this agreement. A resolution has been prepared to that effect.

I am asking that you suspend the rules and take action on this item tonight so that we can get Miller Paving working on these projects as soon as possible

FISCAL IMPACT: Their bid of $644,875.75 will be covered by the bond funds that were secured for these projects.

STAFF'S RECOMMENDATION AND MOTION:

I move that we suspend the rules and approve Resolution No. 2019-R-16, authorizing the Mayor to sign the agreement with Miller Paving for the 2019 Roadway Improvement Project.

Attachments:

Resolution 2019-R-16
Agreement
Bid documents

RESOLUTION NO. 2019-R-16

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE AGREMENT BETWEEN MIDVALE CITY AND MILLER PAVING, INC. FOR THE CONSTRUCTION OF THE ROADWAY 2019 IMPROVEMENT PROJECT

WHEREAS, Midvale City has created a Street CIP and desires to complete the improvements on these streets; and

WHEREAS, to that end, Midvale City has procured funds through the bond market to finance these projects; and

WHEREAS, design drawings and specification have been prepared by Paul Hansen & Associates to meet City standards for several of the streets on the CIP list; and

WHEREAS, the City advertised the 2019 Roadway Improvement Project to solicit bids from qualified contractors to construct this project; and

WHEREAS, the City held a public bid opening on May 2nd, 2019 and received 3 bids; and

WHEREAS, the City has evaluated these bids based on the criteria noted in the bid documents, and based on that evaluation wishes to award the 2019 Roadway Improvement Project to Miller Paving, Inc.; and

WHEREAS, an agreement has been prepared between the City and Miller Paving, Inc.

NOW THEREFORE BE IT RESOLVED, that based on the foregoing, the Midvale City Council adopts this resolution authorizing the Mayor to sign the agreement with Miller Paving, Inc. for the construction of the 2019 Roadway Improvement Project.

APPROVED AND ADOPTED this _____ day of _____, 2019.

_____
Robert M. Hale, Mayor

ATTEST:

_____
Rori L. Andreason,
City Recorder

Voting by the City Council	"Aye"	"Nay"
Bryant Brown	_____	_____
Paul Glover	_____	_____
Quinn Sperry	_____	_____
Paul Hunt	_____	_____
Dustin Gettel	_____	_____

ADDENDUM NO. 3
to

BIDDING AND CONTRACT DOCUMENTS

for

2019 ROADWAY IMPROVEMENT PROJECT

Midvale City Corporation
7505 South Holden Street
Midvale, Utah 84047

April 26, 2019

Bidders are reminded that all bids are due for the above referenced project at 5:00 p.m. on April 29, 2019, as indicated in the Invitation to Bid.

1. Delete Document 00 43 00 - Bid Schedule, in its entirety, and replace in lieu thereof the attached Document 00 43 00 - Bid Schedule. Please note that this document has been modified to include a pay item for pavement striping, and has included tree trimming along 7800 South as part of the pay item for sidewalk installation. Tree removal remains as a separate pay item.

2. The following questions are asked and answered, and shall become part of the project specifications:

   Question: *In the measurement and payment, tree trimming by a licensed arborist is incidental to 1" milling as well as the 2" overlay item. Is this a typo because there already a tree removal bid item?*

   Answer: No. Tree removal remains a separate pay item for full tree removal. The milling and overlay items reference any need for trimming of trees that could be otherwise damaged during the milling / overlay process by the equipment.

   Question: *Is it possible to modify the fence removal to a linear foot quantity?*

   Answer: Fence adjustment and removal / replacement will remain as lump sum quantities. The comment regarding "as directed by City" refers simply to the condition that the fence must be clear of the new sidewalk installation.

   Question: *The measurement and payment refer to rebar within the sidewalk. Is sidewalk reinforcement required?*

   Answer: Rebar is only necessary in both C&G and Sidewalk where required to dowel, per APWA.

   Question: *The plans show crosswalk striping to be installed between ADA ramps. What is that incidental to or will you create a new bid item for it?*

   Answer: A separate pay item for pavement striping has been included, as referenced above.

2019 Roadway Improvement Project
Addenda No. 3
April 26, 2019

Question: *Is rebar required within the concrete water valve and manhole collars?*

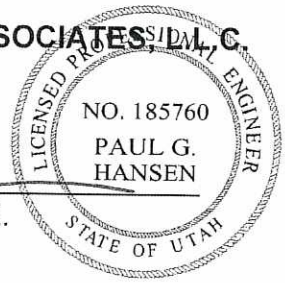
Answer: Rebar is not required, per APWA Standard Plans.

Question: *What is the concrete requirement for the concrete water valve and manhole collars?*

Answer: Concrete is as specified under APWA Standard 03 30 04.

THIS ADDENDUM IS HEREBY ATTACHED TO AND MADE A PART OF THE CONTRACT DOCUMENTS, AND EACH BIDDER SHALL ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN HIS BID.

PAUL HANSEN ASSOCIATES, L.L.C.



Paul G. Hansen, P.E.

DOCUMENT 00 43 00
BID SCHEDULE

PART 1 GENERAL

1.1 DOCUMENT INCLUDES

A. Price Schedules.

B. Measurement and Payment provisions.

1.2 CONSTRUCTION CONTRACT

The Construction Contract is known as:

2019 ROADWAY IMPROVEMENT PROJECTS

1.3 REFERENCES

A. APWA Document 01 11 00: Payment Procedures.

B. Document 00 52 00: Agreement.

1.4 SCHEDULE TO BE ADDED TO THE AGREEMENT

A. This document will be added to the Agreement by reference.

PART 2 PRICE SCHEDULES

2.1 BID SCHEDULE "A" - 7800 SOUTH

Item No.	Description	Estimated Quantity	Unit	Unit Bid Price	Total
GENERAL					
A1	Mobilization	1	L.S.	10,825	10,825.00
A2	Construction Layout	1	L.S.	1,500	1,500.00
A3	Traffic Control	1	L.S.	7,500	7,500.00
DEMOLITION					
A4	Demolition and Disposal of Existing Curb & Gutter	875	L.F.	10.50	9,187.50
A5	Demolition and Disposal of Existing Concrete Sidewalk	460	S.F.	1.20	552.00
A6	Demolition and Disposal of Existing Concrete Waterway	140	S.F.	4.70	658.00

RETURN WITH BID DOCUMENTS

Item No.	Description	Estimated Quantity	Unit	Unit Bid Price	Total
A7	Demolition and Disposal of Existing Concrete Driveway	1,350	S.F.	2.35	3,172.50
A8	Demolition and Disposal of Existing Asphalt Driveway	1,000	S.F.	1.10	1,100.00
A9	Demolition and Disposal of Existing Storm Drain Box	2	L.S.	1,200	2,400.00
A10	Demolition and Disposal of Existing Asphalt and Base *Adjacent to C&G / Waterway*	3,050	S.F.	5.15	15,707.50
ROADWAY / UTILITIES					
A11	Furnish and Install 8" Base and 3" Asphalt (PG 64-28)	3,050	S.F.	3.10	16,317.50
A12	Furnish and Install 30" Curb and Gutter, APWA Type "A"	820	L.F.	46.80	38,376.00
A13	Furnish and Install 30" Curb and Gutter, APWA Type "D"	200	L.F.	46.80	9,360.00
A14	Furnish and Install 4" Thick Concrete Sidewalk	4,500	S.F.	7.25	32,625.00
A15	Furnish and Install Concrete Waterway	140	S.F.	21.00	2,940.00
A16	Furnish and Install 6" Thick Concrete Sidewalk / Driveway	1,000	S.F.	9.80	9,800.00
A17	Furnish and Install 3" Thick Asphalt Driveway	550	S.F.	6.25	3,437.50
A18	Furnish and Install ADA Tactile Pad	4	Each	375	1,500.00
A19	Adjust Water Meter Vaults Flush with New Sidewalk / Asphalt	9	Each	132	1,188.00
MISCELLANEOUS OTHER					
A20	Remove and Reinstall Post Style Mailbox	9	Each	150	1,350.00
A21	Remove and Reinstall Masonry Style Mailbox	5	Each	500	2,500.00
A22	Tree Removal	1	L.S.	1,000	1,000.00
A23	Landscape / Irrigation Repair	1	L.S.	4,000	4,000.00
A24	Remove and Replace Existing 4' Concrete Panel Fence	1	L.S.	1,540	1,540.00

RETURN WITH BID DOCUMENTS

Item No.	Description	Estimated Quantity	Unit	Unit Bid Price	Total
A25	Remove and Replace Existing 4' Wood Panel Fence	1	L.S.	1,030	1,030.00
A26	Remove and Replace Existing 4' Chain Link Fence	1	L.S.	1,030	1,030.00
A27	Removal of Existing 4' Chain Link Fence and Setting of New End Post to Accommodate Sidewalk Installation	1	L.S.	375	375.00
A28	Removal of Existing Vinly Fence and Concrete Foundation Wall to Accommodate Sidewalk Installation	1	L.S.	437	437.00
A29	Pavement Striping	1	L.S.	530	530.00
				Total Bid Schedule "A"	182,538.50

2.2 **BID SCHEDULE "B" - 300 EAST**

Item No.	Description	Estimated Quantity	Unit	Unit Bid Price	Total
GENERAL					
B1	Mobilization	1	L.S.	8,500	8,500.00
B2	Construction Layout	1	L.S.	1,500	1,500.00
B3	Traffic Control	1	L.S.	1,595	1,595.00
DEMOLITION					
B4	Demolition and Disposal of Existing Curb & Gutter	140	L.F.	10.50	1,470.00
B5	Demolition and Disposal of Existing Concrete Sidewalk	800	S.F.	1.20	960.00
B6	Demolition and Disposal of Existing Concrete Waterway	100	S.F.	4.70	470.00
B7	Demolition and Disposal of Existing Concrete Driveway	400	S.F.	2.35	940.00
B8	Demolition and Disposal of Existing Asphalt Driveway	550	S.F.	1.10	605.00

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Item No.	Description	Estimated Quantity	Unit	Unit Bid Price	Total
B9	Demolition and Disposal of Existing Asphalt and Base *Adjacent to C&G / Waterway*	*2,700*	S.F.	5.15	13,905.00
ROADWAY / UTILITIES					
B10	Furnish and Install New Storm Drain Single Inlet Box and Grate	2	Each	2,500	5,000.00
B11	Core Existing Storm Drain Manhole	1	L.S.	500	500.00
B12	Furnish and Install 15" Dia Storm Drain Pipe	75	L.F.	124	9,300.00
B13	Profile Mill Existing Asphalt Roadway to 1" min. Depth	38,000	S.F.	0.24	9,120.00
B14	Furnish and Install 2" Asphalt Overlay (PG 64-28)	38,000	S.F.	1.07	40,660.00
B15	Furnish and Install 8" Base and 2" Asphalt (PG 64-28)	*3,700*	S.F.	2.45	9,065.00
B16	Furnish and Install 30" Curb and Gutter, APWA Type "A"	700	L.F.	46.80	32,760.00
B17	Furnish and Install 30" Curb and Gutter, APWA Type "D"	250	L.F.	46.80	11,700.00
B18	Furnish and Install 4" Thick Concrete Sidewalk	800	S.F.	7.25	5,800.00
B19	Furnish and Install Concrete Waterway	100	S.F.	21.00	2,100.00
B20	Furnish and Install 6" Thick Concrete Sidewalk / Driveway	1,450	S.F.	9.80	14,210.00
B21	Furnish and Install 3" Thick Asphalt Driveway	200	S.F.	3.10	620.00
B22	Furnish and Install 6" Thick Gravel Driveway	500	S.F.	1.10	550.00
B23	Furnish and Install ADA Tactile Pad	7	Each	375	2,625.00
B24	Remove and Replace Existing Water Valve Collar	1	Each	500	500.00
B25	Remove and Replace Existing Manhole Collar	10	Each	1,000	10,000.00

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Item No.	Description	Estimated Quantity	Unit	Unit Bid Price	Total
MISCELLANEOUS OTHER					
B26	Remove and Reinstall Traffic / Stop Sign	2	Each	250	500.00
B27	Remove and Reinstall Post Style Mailbox	9	Each	150	1,350.00
B28	Tree Removal	1	L.S.	1,344	1,344.00
B29	Landscape / Irrigation Repair	1	L.S.	1,000	1,000.00
B30	Pavement Striping	1	L.S.	1,215	1,215.00
				Total Bid Schedule "B"	189,864

2.3 **BID SCHEDULE "C" - CENTER SQUARE AND GRANT STREETS**

Item No.	Description	Estimated Quantity	Unit	Unit Bid Price	Total
GENERAL					
C1	Mobilization	1	L.S.	10,375	10,375.00
C2	Construction Layout	1	L.S.	500	500.00
C3	Traffic Control	1	L.S.	2,540	2,540.00
DEMOLITION					
C4	Demolition and Disposal of Existing Curb & Gutter	60	L.F.	10.50	630.00
C5	Demolition and Disposal of Existing Concrete Sidewalk	50	S.F.	1.20	60.00
C6	Demolition and Disposal of Existing Concrete Waterway	1,300	S.F.	2.80	3,640.00
C7	Demolition and Disposal of Existing Concrete Driveway	200	S.F.	2.35	470.00
C8	Demolition and Disposal of Existing Asphalt Driveway	1,500	S.F.	1.10	1,650.00
C9	*Demolition and Disposal of Existing Asphalt Roadway, Base and Surplus Soils within Reconstruction Area*	420	C.Y.	36.45	15,309.00

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Item No.	Description	Estimated Quantity	Unit	Unit Bid Price	Total
C10	Demolition and Disposal of Existing Asphalt and Base *Adjacent to C&G / Waterway*	5,300	S.F.	4.25	22,525.00
ROADWAY / UTILITIES					
C11	Furnish and Install New Storm Drain Inlet on Existing Storm Drain Pipe	*1*	Each	4,000	4,000.00
C12	Profile Mill Existing Asphalt Roadway to 1" min. Depth	43,500	S.F.	0.24	10,440.00
C13	Furnish and Install 2" Asphalt Overlay (PG 64-28)	49,000	S.F.	1.05	51,450.00
C14	Furnish and Install 8" Base and 2" Asphalt (PG 64-28)	*8,500*	S.F.	2.15	18,275.00
C15	Furnish and Install 8" Base and 3" Asphalt (PG 64-28)	2,000	S.F.	3.30	6,600.00
C16	Furnish and Install 30" Curb and Gutter, APWA Type "A"	630	L.F.	46.80	29,484.00
C17	Furnish and Install 30" Curb and Gutter, APWA Type "D"	60	L.F.	46.80	2,808.00
C18	Furnish and Install Concrete Waterway	4,000	S.F.	16.60	66,400.00
C19	Furnish and Install 4" Thick Concrete Sidewalk	425	S.F.	7.25	3,081.25
C20	Furnish and Install 6" Thick Concrete Sidewalk / Driveway	320	S.F.	9.80	3,136.00
C21	Remove and Replace Existing Water Valve Collar	8	Each	500	4,000.00
C22	Remove and Replace Existing Manhole Collar	8	Each	1000	8,000.00

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Item No.	Description	Estimated Quantity	Unit	Unit Bid Price	Total
MISCELLANEOUS OTHER					
C23	Remove and Reinstall Traffic / Stop Sign	2	Each	250	500.00
C24	Tree Removal	1	L.S.	4,000	4,000.00
C25	Landscape / Irrigation Repair	1	L.S.	1,300	1,300.00
C26	Pothole Existing Water Main	2	Each	650	1,300.00
				Total Bid Schedule "C"	272,473.25

2.4 **DEDUCT FOR AWARD OF ALL THREE BID SCHEDULES "A", "B" AND "C" TO A SINGLE BIDDER**

$_____

Total All Schedules with Deduct:$ 644,875.75

PART 3 MEASUREMENT AND PAYMENT

3.1 **GENERAL**

A. Units of measurement are listed above in the price schedule(s).

B. Measurement and payment procedures follow APWA Document 01 29 00.

C. ENGINEER will take all measurements and compute all quantities.

D. CONTRACTOR will verify measurement and quantities.

E. CONTRACTOR will provide all equipment, workers, and survey crews to assist ENGINEER in making measurements.

3.2 **Mobilization. Bid Items No. A1, B1 and C1.**

A. GENERAL. This bid item is provided to cover the Contractor's cost for general and miscellaneous responsibilities and operations not normally attributed to any other single bid item. This shall include, but is not limited to, work described or enumerated in Section 01 71 13, Mobilization and Demobilization, shall include all costs related to obtaining permits as required by law. The cost of permits issued by the City will be waived. The cost of all other permits shall be the responsibility of the Contractor.

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enumerated in Section 01 71 13, Mobilization and Demobilization, shall include all costs related to obtaining permits as required by law. The cost of permits issued by the City will be waived. The cost of all other permits shall be the responsibility of the Contractor.

B. METHOD OF MEASUREMENT. Mobilization shall be measured as a percentage based on the percentage of the cost of work completed compared to the original contract amount.

C. BASIS OF PAYMENT. Payment for "Mobilization" will be made as a percentage of the contract lump sum bid price. Payments will be made in accordance with the following schedule:

1. When 10% of the original contract amount is earned, 25% of the amount bid for mobilization will be paid.
2. When 25% of the original contract amount is earned, 50% of the amount bid for mobilization will be paid.
3. When 50% of the original contract amount is earned, 75% of the amount bid for mobilization will be paid.
4. When 75% of the original contract amount is earned, 100% of the amount bid for mobilization will be paid.

3.3 **Construction Layout. Bid Items No. A2, B2 and C2.**

A. METHOD OF MEASUREMENT. Construction Layout shall not be measured.

B. BASIS OF PAYMENT. Payment for Construction Layout will be made at the contract lump sum bid price as listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, surveying, materials and all other incidentals and costs as required to complete this portion of the work as required. *This item includes preliminary layout of improvements for review of potential conflict by OWNER, ENGINEER and CONTRACTOR prior to construction.*

3.4 **Traffic Control. Bid Items No. A3, B3 and C3.**

A. METHOD OF MEASUREMENT. Traffic Control shall not be measured.

B. BASIS OF PAYMENT. Payment for Traffic Control will be made at the contract lump sum bid price as listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, materials and all other incidentals and costs as required to complete this portion of the work as required and as required to maintain access (vehicular and pedestrian) at all times.

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3.5 **Demolition and Disposal of Existing Curb & Gutter. Bid Items No. A4, B4 and C4.**

A. METHOD OF MEASUREMENT. Demolition and Disposal of Existing Curb & Gutter shall be measured by the linear foot.

B. BASIS OF PAYMENT. Payment for Demolition and Disposal of Existing Curb & Gutter and Subbase will be made at the contract unit bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to sawcutting, removal and disposal of existing curb and gutter and base; and all other operations, incidentals and costs required. *The quantity of curb and gutter to be demolished and removed shall be measured and agreed upon by the ENGINEER prior to commencement of this work.*

3.6 **Demolition and Disposal of Existing Concrete Sidewalk. Bid Items A5, B5 and C5.**

A. METHOD OF MEASUREMENT. Demolition and Disposal of Existing Concrete Sidewalk shall be measured by the square foot.

B. BASIS OF PAYMENT. Demolition and Disposal of Existing Concrete Sidewalk will be made at the contract unit bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to sawcutting, removal and disposal of existing concrete sidewalk and base; and all other operations, incidentals and costs required to complete this item. *The quantity of sidewalk to be demolished and removed shall be measured and agreed upon by the ENGINEER prior to commencement of this work.*

3.7 **Demolition and Disposal of Existing Concrete Waterway. Bid Items A6 and C6.**

A. METHOD OF MEASUREMENT. Demolition and Disposal of Existing Concrete Waterway shall be measured by the square foot.

B. BASIS OF PAYMENT. Demolition and Disposal of Existing Concrete Waterway will be made at the contract unit bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to sawcutting, removal and disposal of existing concrete and base; and all other operations, incidentals and costs required to complete this item. *The quantity of waterway to be demolished and removed shall be measured and agreed upon by the ENGINEER prior to commencement of this work.*

3.8 **Demolition and Disposal of Existing Concrete Driveway. Bid Items A7, B6 and C7.**

A. METHOD OF MEASUREMENT. Demolition and Disposal of Existing Concrete Driveway shall be measured by the square foot.

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B. BASIS OF PAYMENT. Demolition and Disposal of Existing Concrete Driveway will be made at the contract unit bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to sawcutting, removal and disposal of existing concrete and base; and all other operations, incidentals and costs required to complete this item. *The quantity of driveway to be demolished and removed shall be measured and agreed upon by the ENGINEER prior to commencement of this work.*

3.9 **Demolition and Disposal of Existing Asphalt Driveway. Bid Item No. A8, B7 and C8.**

A. METHOD OF MEASUREMENT. Demolition and Disposal of Existing Asphalt Driveway shall be measured by the square foot.

B. BASIS OF PAYMENT. Payment for Demolition and Disposal of Existing Asphalt Roadway and Base will be made at the contract unit bid price as listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, materials, sawcutting, hauling and off-site disposal costs, and all other incidentals and costs as required to complete this portion of the work as required. *The quantity of driveway to be demolished and removed shall be measured and agreed upon by the ENGINEER prior to commencement of this work.*

3.10 **Demolition and Disposal of Existing Asphalt Roadway, Base and Surplus Soils. Bid Item C9.**

A. METHOD OF MEASUREMENT. Demolition and Disposal of Existing Asphalt Roadway, Base and Surplus Soils shall be measured by the square foot.

B. BASIS OF PAYMENT. Payment for Demolition and Disposal of Existing Asphalt Roadway Base and Surplus Soilswill be made at the contract unit bid price as listed in the bidders proposal and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to sawcutting, removal of existing asphalt, excavation and off-site disposal of all asphalt, base and excess materials; furnishing of new roadbase, compaction, grading, and testing of roadbase materials; furnishing of asphalt materials; compaction, grading and materials testing; and all other operations, incidentals and costs required to complete this portion of the work.

3.11 **Demolition and Disposal of Existing Storm Drain Box. Bid Item No. A9.**

A. METHOD OF MEASUREMENT. Demolition and Disposal of Existing Storm Drain Box, shall not be measured.

B. BASIS OF PAYMENT. Payment Demolition and Disposal of Existing Storm Drain Box will be made at the contract lump sum bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to saw cutting and disposal of asphalt and/or concrete materials, excavation and disposal of excess excavated materials and existing storm drain box;

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dewatering, shoring (including use of trench boxes as required); cutting and capping the ends of the existing pipes; furnishing and installation of backfill materials; watering, compaction, grading, materials testing; restoring existing surface improvements; and all other operations, incidentals and costs required.

3.12 **Demolition and Disposal of Existing Asphalt and Base. Bid Item A10.**

A. METHOD OF MEASUREMENT. Demolition and Disposal of Existing Asphalt and Base shall be measured by the square foot.

B. BASIS OF PAYMENT. Payment for **Demolition and Disposal of Existing Asphalt and Base** will be made at the contract unit bid price as listed in the bidders proposal and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to sawcutting, removal of existing asphalt, excavation and off-site disposal of all asphalt, base and excess materials; and all other operations, incidentals and costs required to complete this portion of the work.

3.13 **Furnish and Install New Storm Drain Single Inlet Box and Grate. Bid Item No. B9.**

A. METHOD OF MEASUREMENT. Furnish and Install New Storm Drain Single Inlet Box and Grate, shall not be measured.

B. BASIS OF PAYMENT. Payment for Furnish and Install New Storm Drain Single Inlet Box and Grate will be made at the contract lump sum bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to saw cutting and disposal of asphalt and/or concrete materials, excavation and disposal of excess excavated materials; dewatering, shoring (including use of trench boxes as required); furnishing and installation of base materials; furnishing and installation of the new storm drain inlet box, pipe, frame, cover and grate; furnishing and installation of backfill materials; watering, compaction, grading, materials testing; restoring existing surface improvements; and all other operations, incidentals and costs required.

3.14 **Furnish and Install New Storm Drain Inlet on Existing Storm Drain Pipe. Bid Item No. C11.**

A. METHOD OF MEASUREMENT. Furnish and Install New Storm Drain Junction Box on Existing Storm Drain Pipe, shall not be measured.

B. BASIS OF PAYMENT. Payment for Furnish and Install New Storm Drain Junction Box on Existing Storm Drain Pipe will be made at the contract lump sum bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to saw cutting and disposal of asphalt and/or concrete materials, excavation and disposal of excess excavated materials; dewatering, shoring (including use of trench boxes as required); furnishing and installation of base materials; furnishing and installation of the new storm drain junction box (with concrete floor), pipe, frame, grate and cover (where applicable);

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furnishing and installation of backfill materials; watering, compaction, grading, materials testing; restoring existing surface improvements; and all other operations, incidentals and costs required.

3.15 **Core Existing Storm Drain Manhole. Bid Item B10.**

A. METHOD OF MEASUREMENT. Core Existing Storm Drain Manhole, shall not be measured.

B. BASIS OF PAYMENT. Payment for Core Existing Storm Drain Manhole will be made at the contract lump sum bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to saw cutting and disposal of asphalt and/or concrete materials, excavation and disposal of excess excavated materials; dewatering, shoring (including use of trench boxes as required); coring of the existing manhole for the connection of the new storm drain pipe; grouting of the new storm drain pipe into the manhole; furnishing and installation of backfill materials; watering, compaction, grading, materials testing; restoring existing surface improvements; and all other operations, incidentals and costs required.

3.16 **Furnish and Install 15" Dia. Storm Drain Pipe. Bid Item No. B11.**

A. METHOD OF MEASUREMENT. Furnish and Install 15" Dia. Storm Drain Pipe shall be measured by the lineal foot.

B. BASIS OF PAYMENT. Payment for Furnish and Install 15" Dia. Storm Drain Pipe shall be paid for at the contract unit bid price, for the corresponding pipe diameter, and shall be considered complete compensation for all labor, equipment, and materials, including but not limited to: saw cutting and disposal of asphalt and/or concrete materials, excavation and disposal of excess excavated materials; dewatering, shoring (including use of trench boxes as required), furnishing and installation of the new storm drain pipe, fittings, and connections; furnishing and installation of bedding and backfill; watering, compaction, cleaning, air and materials testing, video, restoring existing surface improvements; and all other operations, incidentals and costs required. *Pipe lengths shall be as measured from the interior face of each box or manhole to the adjacent structure.*

3.17 **Profile Mill Existing Asphalt Roadway to 1" Min. Depth. Bid Item No. B12 and C13.**

A. METHOD OF MEASUREMENT. Measurement for Profile Mill Existing Asphalt Roadway to 1" Min. Depth shall be measured by the linear foot of actual roadway which is milled.

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B. BASIS OF PAYMENT. Payment for Profile Mill Existing Asphalt Roadway to 1" Min. Depth will be made at the contract unit bid price per linear foot listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to notification of residences and businesses of street closure; tree trimming by a licensed arborist; removal and off-site disposal of tree trimming debris and milled materials; traffic control; and all other operations and materials required to complete this portion of the work as required herein described.

3.18 **Furnish and Install 2" Asphalt Overlay (PG 64-28) . Bid Item Nos. B13 and C13.**

A. METHOD OF MEASUREMENT. Measurement for Furnish and Install 2" Asphalt Overlay (PG 64-28) shall be measured by the square foot of overlay acceptably constructed as shown on the drawings and as specified in the specifications. Measurement shall be along the centerline of the acceptably completed roadway. Width shall be measured from the edge of asphalt to edge of asphalt.

B. BASIS OF PAYMENT. Payment Furnish and Install 2" Asphalt Overlay (PG 64-28) will be made at the contract unit bid price per square foot listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to notification of residences and businesses of street closure; tree trimming by a licensed arborist; locating and mapping all existing valve boxes, manholes, etc. located within the roadway; sweeping and vacuuming of the roadway together with washing where necessary; furnishing and installation of prime coat, tack coat, bituminous surface course material, grading, compaction, and testing; traffic control; and all other operations and materials required to complete this portion of the work as required herein and as shown on the drawings.

3.19 **Furnish and Install 8" Base and 2" Asphalt (PG 64-28). Bid Item No. B14 and C14.**

A. METHOD OF MEASUREMENT. Furnish and Install 8" Base and 2" Asphalt (PG 64-28) shall be measured by the square foot of completed roadway.

B. BASIS OF PAYMENT. Payment Furnish and Install 8" Base and 2" Asphalt (PG 64-28) will be made at the contract unit bid price as listed in the bidders proposal and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to final grading and compaction of the roadway subgrade in preparation for placement of roadbase and asphalt materials; furnishing and installation of roadbase and asphalt materials; watering, compaction, grading, materials testing; furnish and installation of tack coat; and all other operations, incidentals and costs required to complete this portion of the work.

3.20 **Furnish and Install 8" Base and 3" Asphalt (PG 64-28). Bid Item No. A11 and C15.**

A. METHOD OF MEASUREMENT. Furnish and Install 8" Base and 3" Asphalt (PG 64-28) shall be measured by the square foot of completed roadway.

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B. BASIS OF PAYMENT. Payment for Furnish and Install 8" Base and 3" Asphalt (PG 64-28) will be made at the contract unit bid price as listed in the bidders proposal and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to final grading and compaction of the roadway subgrade in preparation for placement of roadbase and asphalt materials; furnishing and installation of roadbase and asphalt materials; watering, compaction, grading, materials testing; furnish and installation of tack coat; and all other operations, incidentals and costs required to complete this portion of the work.

3.21 **Furnish and Install 30" Curb and Gutter, APWA Type "A". Bid Items No. A12, B15 and C16.**

A. METHOD OF MEASUREMENT. Furnish and Install 30" Curb and Gutter, APWA Type "A", shall be measured by the linear foot.

B. BASIS OF PAYMENT. Payment for Furnish and Install 30" Curb and Gutter, APWA Type "A", will be made at the contract unit bid price as listed in the bidders proposal and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to excavation and off-site disposal of excess materials; furnishing, compaction, grading, and testing of base materials; furnishing of concrete materials; compaction, forming, grading and materials testing; and all other operations, incidentals and costs required to complete this portion of the work.

3.22 **Furnish and Install 30" Curb and Gutter, APWA Type "D". Bid Items No. A13, B16 and C17.**

A. METHOD OF MEASUREMENT. Furnish and Install 30" Curb and Gutter, APWA Type "D", shall be measured by the linear foot.

B. BASIS OF PAYMENT. Payment for Furnish and Install 30" Curb and Gutter, APWA Type "D", will be made at the contract unit bid price as listed in the bidders proposal and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to excavation and off-site disposal of excess materials; furnishing, compaction, grading, and testing of base materials; furnishing of concrete materials; compaction, forming, grading and materials testing; and all other operations, incidentals and costs required to complete this portion of the work.

3.23 **Furnish and Install Concrete Waterway. Bid Item No. C18.**

A. METHOD OF MEASUREMENT. Furnish and Install Concrete Waterway shall be measured by the square foot.

B. BASIS OF PAYMENT. Payment for Furnish and Install Concrete Waterway will be made at the contract unit bid price as listed in the bidders proposal and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to excavation and off-site disposal of excess

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materials; furnishing, compaction, grading, and testing of base materials; furnishing of concrete materials; rebar, compaction, forming, grading and materials testing; and all other operations, incidentals and costs required to complete this portion of the work.

3.24 **Furnish and Install 4" Thick Concrete Sidewalk. Bid Items No. A14, B17 and C19.**

A. METHOD OF MEASUREMENT. Furnish and Install 4" Thick Concrete Sidewalk shall be measured by the square foot.

B. BASIS OF PAYMENT. Payment for Furnish and Install 4" Thick Concrete Sidewalk will be made at the contract unit bid price as listed in the bidders proposal (for the various thickness installed per plan) and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to excavation and off-site disposal of excess materials; furnishing, compaction, grading, and testing of base materials; furnishing of concrete and rebar materials; compaction, forming, grading and materials testing; and all other operations, incidentals and costs required to complete this portion of the work.

3.25 **Furnish and Install 6" Thick Concrete Sidewalk / Driveway. Bid Items No. A15, B18 and C20.**

A. METHOD OF MEASUREMENT. Furnish and Install 6" Thick Concrete Sidewalk / Driveway shall be measured by the square foot.

B. BASIS OF PAYMENT. Payment for Furnish and Install 6" Thick Concrete Sidewalk / Driveway will be made at the contract unit bid price as listed in the bidders proposal (for the various thickness installed per plan) and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to excavation and off-site disposal of excess materials; furnishing, compaction, grading, and testing of base materials; furnishing of concrete and rebar materials; compaction, forming, grading and materials testing; and all other operations, incidentals and costs required to complete this portion of the work. ***Note**: Payment shall also include provision for metal plates or other means to allow access to residents until the concrete achieves its design strength.*

3.26 **Furnish and Install 3" Thick Asphalt Driveway. Bid Items No. A16, B19 and C21.**

A. METHOD OF MEASUREMENT. Furnish and Install 3" Thick Asphalt Driveway shall be measured by the square foot.

B. BASIS OF PAYMENT. Payment for Furnish and Install 3" Thick Asphalt Driveway will be made at the contract unit bid price as listed in the bidders proposal (for the various thickness installed per plan) and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to excavation and off-site disposal of excess materials; furnishing, compaction, grading, and testing of base materials; furnishing of asphalt materials and

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compaction, materials testing; and all other operations, incidentals and costs required to complete this portion of the work.

3.27 **Furnish and Install 6" Thick Gravel Driveway. Bid Item B20.**

A. METHOD OF MEASUREMENT. Furnish and Install 6" Thick Gravel Driveway shall be measured by the square foot.

B. BASIS OF PAYMENT. Payment for Furnish and Install 6" Thick Gravel Driveway will be made at the contract unit bid price as listed in the bidders proposal and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to sawcutting, removal of existing asphalt driveway, excavation and off-site disposal of all asphalt and excess materials; furnishing of new roadbase, compaction, grading, and testing of roadbase materials; and all other operations, incidentals and costs required to complete this portion of the work.

3.28 **Furnish and Install ADA Tactile Pad. Bid Items No. A17 and B21.**

A. METHOD OF MEASUREMENT. Furnish and Install ADA Tactile Pad shall not be measured.

B. BASIS OF PAYMENT. Payment for Furnish and Install ADA Tactile Pad will be made at the contract unit bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to furnishing and installation of the ADA Tactile Pad within the new sidewalk at corner ramps; and all other operations, incidentals and costs required.

3.29 **Adjust Water Meter Vaults Flush with New Sidewalk / Asphalt. Bid Item No. A18.**

A. METHOD OF MEASUREMENT. Adjust Water Meter Vaults Flush with New Sidewalk / Asphalt shall not be measured.

B. BASIS OF PAYMENT. Payment for Adjust Water Meter Vaults Flush with New Sidewalk / Asphalt will be made at the contract unit bid price as listed in the bidders proposal and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to removal and off-site disposal of excess materials, furnishing and installation of meter vault extensions *(as may be necessary)* and all other operations, incidentals and costs required to complete this portion of the work.

3.30 **Remove and Replace Existing Water Valve Collar. Bid Item No. B22 and C22.**

A. METHOD OF Measurement. Remove and Replace Existing Water Valve Collar shall not be measured.

RETURN WITH BID DOCUMENTS

B. BASIS OF PAYMENT. Payment for Remove and Replace Existing Water Valve Collar will be made at the contract unit bid price listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials necessary to accomodate lowering of the water valves prior to milling, including but not limited to removal and disposal of concrete and bituminous surface course materials; adjusting the water valve box height; furnish and installation of concrete materials and rebar; finishing, testing, traffic control; and all other operations and materials required to complete this portion of the work as herein described and as shown on the drawings.

3.31 **Remove and Replace Existing Manhole Collar. Bid Item No. B23 and C23.**

A. METHOD OF Measurement. Remove and Replace Existing Manhole Collar shall not be measured.

B. BASIS OF PAYMENT. Payment for Remove and Replace Existing Manhole Collar will be made at the contract unit bid price listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials necessary to accommodate lowering of the manhole collars prior to milling, including but not limited to removal and disposal of concrete and bituminous surface course materials; adjusting the manhole rim height; furnish and installation of concrete materials and rebar; finishing, testing, traffic control; and all other operations and materials required to complete this portion of the work as herein described and as shown on the drawings.

3.32 **Remove and Reinstall Traffic / Stop Sign. Bid Item No. B24 and C24.**

A. METHOD OF MEASUREMENT. Remove and Reinstall Traffic / Stop Sign shall not be measured.

B. BASIS OF PAYMENT. Payment for Remove and Reinstall Traffic / Stop Sign shall be paid for at the contract lump sum bid price listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials including but not limited to removing, protecting and re-installing the sign and all other operations, incidentals and costs required to complete this portion of the work.

3.33 **Remove and Reinstall Post Style Mailbox. Bid Items No. A19 and B25.**

A. METHOD OF MEASUREMENT. Remove and Reinstall Post Style Mailbox shall not be measured.

B. BASIS OF PAYMENT. Payment for Remove and Reinstall Post Style Mailbox shall be paid for at the contract lump sum bid price listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials including but not limited to removing, protecting and re-installing the post style mailbox and all other operations, incidentals and costs required to complete this

RETURN WITH BID DOCUMENTS

portion of the work. ***Note**: This work shall also include a requirement to provide a temporary mailbox so as to not interrupt mail delivery.*

3.34 **Remove and Reinstall Masonry Style Mailbox. Bid Items No. A20.**

A. METHOD OF MEASUREMENT. Remove and Reinstall Masonry Style Mailbox shall not be measured.

B. BASIS OF PAYMENT. Payment for Remove and Reinstall Masonry Style Mailbox shall be paid for at the contract lump sum bid price listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials including but not limited to removing and off-site disposal of the existing mail box and base; furnish and installation of new base, masonry, grout, mailbox, masonry cap which match the original; and all other operations, incidentals and costs required to complete this portion of the work. ***Note**: This work shall also include a requirement to provide a temporary mailbox so as to not interrupt mail delivery.*

3.35 **Tree Removal. Bid Item No. A21, B26 and C25**.

A. METHOD OF MEASUREMENT. Tree Removal shall not be measured.

B. BASIS OF PAYMENT. Payment for Tree Removal shall be paid for at the contract lump sum bid price listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials including but not limited to removal of all trees *(including roots to 24" below existing ground surface*), off site disposal of all trimmings and tree material, filling all root and trunk voids with topsoil material; and all other operations, incidentals and costs required to complete this portion of the work.

3.36 **Landscape / Irrigation Repair. Bid Item No. A22, B27 and C26.**

A. METHOD OF MEASUREMENT. Landscape / Irrigation Repair shall not be measured.

B. BASIS OF PAYMENT. Payment for Landscape / Irrigation Repair shall be paid for at the contract lump sum bid price listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials including but not limited to repair of any landscape and/or irrigation systems impacted as a result of the work, and all other operations, incidentals and costs required to complete this portion of the work.

3.37 **Remove and Replace Existing 4' Concrete Panel Fence. Bid Item No. A23.**

A. METHOD OF MEASUREMENT. Remove and Replace Existing 4' Concrete Panel Fence shall not be measured.

RETURN WITH BID DOCUMENTS

B. BASIS OF PAYMENT. Payment for Remove and Replace Existing 4' Concrete Panel Fence shall be paid for at the contract lump sum bid price listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials including but not limited to removal and replacement of the existing fence, paint, and all other operations, incidentals and costs required to complete this portion of the work.

3.38 **Remove and Replace Existing 4' Wood Panel Fence. Bid Item No. A24.**

A. METHOD OF MEASUREMENT. Remove and Replace Existing 4' Wood Panel Fence shall not be measured.

B. BASIS OF PAYMENT. Payment for Remove and Replace Existing 4' Wood Panel Fence shall be paid for at the contract lump sum bid price listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials including but not limited to removal and replacement of the existing fence, stain / paint, and all other operations, incidentals and costs required to complete this portion of the work.

3.39 **Remove and Replace Existing 4' Chain Link Fence. Bid Item No. A25.**

A. METHOD OF MEASUREMENT. Remove and Replace Existing 4' Chain Link Fence shall not be measured.

B. BASIS OF PAYMENT. Payment for Remove and Replace Existing 4' Chain Link Fence shall be paid for at the contract lump sum bid price listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials including but not limited to removal and replacement of the existing fence, and all other operations, incidentals and costs required to complete this portion of the work.

3.40 **Removal of Existing 4' Chain Link Fence and Setting of New End Post to Accommodate Sidewalk Installation. Bid Item No. A26.**

A. METHOD OF MEASUREMENT. Removal of Existing 4' Chain Link Fence and Setting of New End Post to Accommodate Sidewalk Installation shall not be measured.

B. BASIS OF PAYMENT. Payment for Removal of Existing 4' Chain Link Fence and Setting of New End Post to Accommodate Sidewalk Installation shall be paid for at the contract lump sum bid price listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials including but not limited to removal of the existing chain link fence sufficient to allow for installation of the new sidewalk and all other operations, incidentals and costs required to complete this portion of the work.

RETURN WITH BID DOCUMENTS

3.41 **Removal of Existing Vinly Fence and Concrete Foundation Wall to Accommodate Sidewalk Installation. Bid Item No. A27.**

A. METHOD OF MEASUREMENT. Removal of Existing Vinly Fence and Concrete Foundation Wall to Accommodate Sidewalk Installation shall not be measured.

B. BASIS OF PAYMENT. Payment for Removal of Existing Vinly Fence and Concrete Foundation Wall to Accommodate Sidewalk Installation shall be paid for at the contract lump sum bid price listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials including but not limited to removal of the existing vinyl fence, and sawcutting and disposal of the concrete foundation wall sufficient to allow for installation of the new sidewalk and all other operations, incidentals and costs required to complete this portion of the work.

3.42 **Bidder's Subscription**

The BIDDER acknowledges that:

1. The OWNER may elect to increase or decrease the estimated quantities of the base bid items indicated in the above table to reflect actual conditions encountered during pot holing of mainline utilities, installation of improvements, and based upon available budget; and,

2. Items noted as "As Approved by Engineer" are optional and will be awarded at the discretion of the ENGINEER and OWNER; and,

3. Unit quantities are estimates and will be field verified for actual pay quantity.

A. Date: 4.29.2019

B. Bidder's Signature: 

C. Please print Bidder's name here: Bob Miller

D. Title: President

END OF DOCUMENT

RETURN WITH BID DOCUMENTS

DOCUMENT 00 41 00

BID

PART 1 GENERAL

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER'S Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

   A. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda, receipt of which is hereby acknowledged: (List Addenda by Addendum Number and Date):

   Add #1 April 22, 2019
   Add #2 April 24, 2019
   Add #3 April 26, 2019

   B. BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;

   C. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

   D. BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities)

RETURN WITH BID DOCUMENTS

which have been identified in Supplementary. BIDDER accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as provided in paragraphs 5.02 and 5.03 of the Standard General Conditions of the Construction Contract. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER'S purposes. BIDDER acknowledges that OWNER and Engineer do not assume responsibility for the accuracy of completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

E. BIDDER is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

F. BIDDER has correlated the information known to BIDDER, information and , observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

G. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

H. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in

RETURN WITH BID DOCUMENTS

conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

4. In submitting this bid, BIDDER acknowledges that the following selection criteria will be used to award this project, and has attached the required information to enable that evaluation:

This project is to be awarded based on three criteria, each to be weighted as shown. The three criteria are: (1) Bid price; (2) Past experience; and (3) Approach to Project. Each of the three areas will be scored separately by the Owner who will rank each Bidder as outlined below.

Bid Price:

Low bid will be given a score of 10. Other bidders will be given a score based on the low bid divided by their bid, multiplied by 10.

Example:	Low Bid $10,000	Score = 10
	Bid of $12,000	Score = 8.4
	Bid of $20,000	Score = 5

Past Experience:

The bidders will be ranked on a scale of 1 – 10. The best score possible will be a 10. Score will be determined by how well bidder meets the requirements of this criteria.

Approach to Project:

The bidders will be ranked on a scale of 1 – 10. The best score possible will be a 10. Scores will be determined by how well bidder meets the requirements of this criteria.

The ranking will then be weighted as shown below and totaled and the Bidder with the highest total score will be awarded the project. Bidder should include information with his bid that addresses the three areas noted above, as described below:

A. Bid Price (40%): Bidder to completely fill out the Bid Schedule included in these specifications.

B. Past Experience (30%): Bidder to prepare information highlighting his and his foreman's past experience on at least three (3) similar projects, including references. Midvale City will also consider any past

RETURN WITH BID DOCUMENTS

experiences City has had with Bidder on any prior projects performed by Bidder for City.

C. Approach to Project (30%): Bidder to prepare a written narrative describing his approach to this project specifically addressing continuous operation of existing waterlines while replacement lines are being constructed, traffic control, access to business and private owner properties, continual utility service to abutting property owners, approach to public relations, how construction is to progress, and any other aspect to this project the Bidder views as crucial to its success.

The above information is to be attached to the Bid Form and made a part of the bid.

PART 2 EXECUTION

2.1 BIDDER

A. The Bidder is as follows

Name: Miller Paving INC.

Address: P.O. Box 571039 Murray, Ut 84157-1039

Telephone number: 801-262-5922

Facsimile number: 801-262-5974

Tax identification number: 87-0371690

Email: Sward@millerpaving.om

B. Bidder holds license number 292925-5501, issued on the 28 day of November, 2017, by the Utah State Department of Commerce, Division of Occupational and Professional Licensing. Bidder is licensed to practice as a General Contractor. License renewal date is the 30 day of November, 2019.

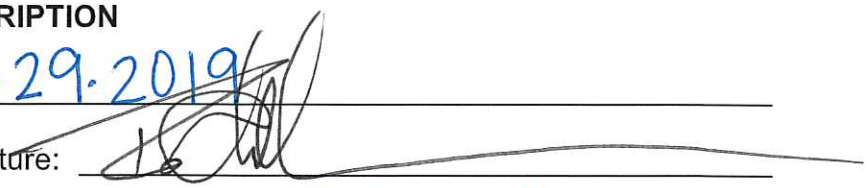
C. The undersigned hereby acknowledges receipt of the following Addenda.

Addenda's #1, #2, #3
(list Addenda numbers here)

RETURN WITH BID DOCUMENTS

.2 **BIDDER'S SUBSCRIPTION**

A. Date: 4.29.2019

B. Bidder's Signature: 

C. Please print Bidder's name here: Bob Miller

D. Title: President

END OF DOCUMENT

RETURN WITH BID DOCUMENTS

DOCUMENT 00 43 36

PROPOSED SUBCONTRACTOR FORM

PART 1 GENERAL

1.1 BIDDER

A. Name: Miller Paving Inc.

Address: P.O. Box 571039
Murray, Ut 84157-1039

B. Telephone Number: 801.262.5922

C. Fax Number: 801.262.5974

D. Email: Sward@millerpaving.com

1.2 CONSTRUCTION CONTRACT

A. The Construction Contract is known as

2019 ROADWAY IMPROVEMENT PROJECTS

PART 2 REPORT

2.1 SUBCONTRACTOR AND SUPPLIER REPORT

A. Failure of the Bidder to specify a Subcontractor for any portion of the Work constitutes an agreement by the Bidder that the Bidder is fully qualified to perform that portion, and that Bidder shall perform that portion.

B. Bidder will be fully responsible to OWNER for the acts and omissions of Subcontractors and Suppliers and of persons either directly or indirectly employed by them, as Bidder is for the acts and omissions of persons employed by Bidder directly.

C. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor or Supplier and the OWNER. Bidder agrees each subcontract with Bidder's Subcontractor will disclaim any third party or direct relationship between OWNER and any Subcontractor or Supplier.

RETURN WITH BID DOCUMENTS

D. The names and addresses of the Subcontractors and Suppliers who will work under the terms of the Contract Documents and the estimated dollar amount of each subcontract (in excess of 2 percent of the Bid sum) are set forth as follows.

1. Name of Sub-Contractor: Maverick Milling
   Extent of Work: Rotomilling

2. Name of Sub-Contractor: _____
   Extent of Work: _____

3. Name of Sub-Contractor: _____
   Extent of Work: _____

PART 3 EXECUTION

3.1 **EFFECTIVE DATE**

A. Bidder executes this Subcontractor and Supplier report and declares it to be a supplement to the Bid and in effect as of April 29th, 2019.

3.2 **BIDDER'S SUBSCRIPTION**

A. Bidder's signature: _____

B. Please print Bidder's name here: Bob Miller

C. Title: President

END OF DOCUMENT

RETURN WITH BID DOCUMENTS

DOCUMENT 00 43 37

WORK UNDER CONTRACT REPORT

PART 1 GENERAL

1.1 BIDDER

A. Name: Miller Paving INC.

B. Address: P.O. Box 571039
Murray, Ut 84157-1039

C. Telephone number: 801-262-5922

D. Email: sward@millerpaving.com

1.2 CONSTRUCTION CONTRACT

A. The Construction Contract is known as

2019 ROADWAY IMPROVEMENT PROJECTS

PART 2 REPORT

2.1 STATUS OF WORK UNDER CONTRACT

A. The completion and submission to OWNER of the following information by Bidder is required within 7 calendar days after ENGINEER's request per Article 3.1 of the Instructions to Bidders (Document 00 21 13). OWNER may declare Bidder non-responsive if this report is not submitted on time.

B. The successful Bidder is required to notify OWNER in writing of any new contracts awarded before the execution of the Construction Contract.

RETURN WITH BID DOCUMENTS

Status of Work Under Contract:

Project Name: See attachment
Client:
Description:
Contact Name:
Contact Phone:
Contact Email:

Project Name:
Client:
Description:
Contact Name:
Contact Phone:
Contact Email:

Project Name:
Client:
Description:
Contact Name:
Contact Phone:
Contact Email:

Project Name:
Client:
Description:
Contact Name:
Contact Phone:
Contact Email:

Project Name:
Client:
Description:
Contact Name:
Contact Phone:
Contact Email:

Project Name:
Client:
Description:
Contact Name:
Contact Phone:
Contact Email:

RETURN WITH BID DOCUMENTS

MILLER PAVING INC.

MAJOR CONSTRUCTION PROJECTS IN PROGRESS

- Foxbridge Drive Reconstruction
  - Midvale City Corp
  - Sidewalk/ Curb & Gutter/ Asphalt Patching
  - Keith Ludwig (801)256-2574
  - ludwigk@midvale.com
- 2200 West Overlay Project
  - West Jordan City
  - Raise/Lower Manholes, Roto-mill, Asphalt Overlay
  - Maureen Casper (801)569-5043
  - maureenc@wjordan.com
- Draper Recreation Center
  - Layton Construction
  - Curb & Gutter, Sidewalk, Grading & Paving
  - Landon Sherwood (801)5689090
    lsherwood@laytonconstruction.com
- Midvale Middle New Road & Walkway
  - Canyon School District
  - Excavation, Subgrade, Grade, Pave, Storm Drain, Striping, Concrete Curb & Gutter, Sidewalk
  - Steve McCleary (801)826-5015
  - Steve.mccleary@canyonsdistrict.org

REFERENCES

GENERAL CONTRACTOR REFERENCES:

- Big D Construction: Jana Cochell 801-415-6000
- Jacobsen Construction: Dennis Sagana 801-973-0500
- Okland Construction: Brian Hurphy 801-486-0144

TRADE REFERENCES:

- Granite Construction: James Inglis 801-526-6000
- Geneva Rock Products: Adam Anderson 801-765-7800
- Asphalt Materials Inc.: Dale Hansen 801-652-5128

BANK REFERENCES:

- Zions Bank – Margaret Hawkins (801)294-4166 Bountiful Branch
- Signature Financial – Matt Cowley (801)263-8393

P.O. BOX 571039 / MURRAY, UTAH 84157-1039 / 801.262.5922 / FAX 801.262.5974

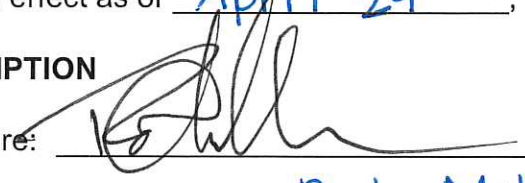
5640 SOUTH RILEY LANE / MURRAY, UTAH 84107-1557

PART 3 EXECUTION

3.1 EFFECTIVE DATE

A. Bidder executes this status report and declares it to be a supplement to the Bid and in effect as of April 29, 2019.

3.2 BIDDER'S SUBSCRIPTION

A. Bidder's Signature: 

B. Please print Bidder's name here: Bob Miller

C. Title: President

END OF DOCUMENT

RETURN WITH BID DOCUMENTS

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DOCUMENT 00 43 38

BIDDER STATUS REPORT

PART 1 GENERAL

1.1 BIDDER

A. Name: Miller Paving INC

B. Address: P.O. BOX 571039
Murray, Ut 84157-1039

C. Telephone number: 801-262-5922

D. Email: Sward@millerpaving.com

1.2 CONSTRUCTION CONTRACT

A. The Construction Contract is known as

2019 ROADWAY IMPROVEMENT PROJECTS

PART 2 REPORT

2.1 BIDDER STATUS REPORT

A. Bidder affirms the following information is true and correct.

1. Number of employees: 76

2. Bidder's firm is: (check the following as applicable)
   [✓] Independently owned and operated.
   [___] An affiliate of*
   [___] A subsidiary of*
   [___] A division of*
   [___] A business with gross revenue in excess of $_____
   [___] A business with gross revenue below $_____
   * PARENT COMPANY:

RETURN WITH BID DOCUMENTS

Name: Miller Paving Inc.

Address: P.O. Box 571039
Murray, Ut 84157-1039

Telephone Number: 801.262.5922

Facsimile Number: 801.262.5974

PART 3 EXECUTION

3.1 **EFFECTIVE DATE**

A. Bidder executes this status report and declares it to be a supplement to the Bid and in effect as of April 29, 2019.

3.2 **BIDDER'S SUBSCRIPTION**

A. Bidder's Signature:

B. Please print Bidder's name here: Bob Miller

C. Title: President

END OF DOCUMENT

RETURN WITH BID DOCUMENTS

SECTION 00 45 37

EMPLOYMENT STATUS VERIFICATION AFFIDAVIT

STATE OF UTAH

COUNTY OF Salt Lake

BEFORE ME, the undersigned authority, personally came and appeared, Robert C. Miller, (Affiant) who after being duly sworn, deposed and said that he/she is the fully authorized Owner/President of Miller Paving, Inc. (Entity), the party who submitted a bid to Midvale City Corporation for the **2019 Roadway Improvement Projects,** state the following:

1. Entity is registered with, and participates in a status verification system to verify that all employees in the State of Utah are legal citizens of the United States, or are legal aliens in accordance with State and Federal Law; and,

2. Entity shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the State of Utah; and,

3. Entity shall require all subcontractors to submit to the Entity a sworn affidavit verifying compliance with statements (1) and (2), above.

Signature of Affiant: _____

Sworn to and Subscribed Before Me on this 29 Day of April, 2019.

_____
NOTARY PUBLIC

SHILO CUNNINGHAM WARD
Notary Public, State of Utah
Commission # 686198
My Commission Expires
November 18, 2019

END OF DOCUMENT

RETURN WITH BID DOCUMENTS

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: n/a

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Miller Paving, Inc.
PO Box 571039
Murray, UT 84157-1039

SURETY:
(Name, legal status and principal place of business)

Western Surety Company
151 N Franklin Street
Chicago, IL 60606
State of Inc: South Dakota

OWNER:
(Name, legal status and address)

Midvale City
7505 Holden Street
Midvale, UT 84047

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:
(Name, location or address, and Project number, if any)

2019 Roadway Improvement Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29th day of April , 2019

(Witness)

(Witness) Lindsey Plattner

Miller Paving, Inc.
(Principal) (Seal)

(Title)

Western Surety Company
(Surety) (Seal)

(Title) Tina Davis, Attorney-in-Fact

State of UT
County of Salt Lake } ss:

On April 29, 2019, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Tina Davis

known to me to be Attorney-in-Fact of Western Surety Company
the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 11/18/2020

Lindsey Plattner Notary Public

LINDSEY PLATTNER
Notary Public - State of Utah
Commission Number: 692111
My Commission Expires Nov. 18, 2020

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Tina Davis, Lindsey Plattner, Lisa Hall, Linda Nipper, Individually

of Salt Lake City, UT, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of July, 2018.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 9th day of July, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 29TH day of APRIL, 2019.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

2019 ROADWAY IMPROVEMENT PROJECT

Miller Paving Project Approach:

Phase 1 – Notify residents and businesses prior to commencing work

Phase 2 – Blue Stake Project

Phase 3 – Mobilization and Setup

Phase 4 – Traffic Control

Phase 5 – Demolition, Clear & Grub, Grade & Base.

Phase 6 – Concrete improvements

Phase 7 – Backfill and Prep for Asphalt tie ins.

Phase 8 – Notify the Residents and Public of road closures due to Paving Operations.

Phase 9 – Roto-mill Street and Asphalt Pave

Phase 10 – Landscape Repair

Phase 11 – Cleanup/ Walk Thru

Phase 12 - Demobilize

Phase 13 – Project Final Walk

Phase 1

Miller Paving will mail flyers and hand deliver to residents and businesses impacted by construction activities a minimum of 72 hours in advance. (Please see example

attached). We will work with the residents to identify any special needs they may have, such as garbage days, deliveries and disabilities.

Phase 2

Miller Paving will implement any SWPPP requirements and contact Blue Stakes to prepare the job site for construction services. Miller Paving will then start equipment mobilization and will remove roughly half of the jersey barricades to another location.

Phase 3

Miller Paving will then start equipment mobilization and job setup.

Phase 4

Miller Paving will setup traffic control and barricades.

Phase 5

Miller Paving will begin demolition and excavation while keeping access to the drives as much as possible.

Phase 6

The concrete improvements will coincide with grading activities. We will be using the 7.5 bag APWA winter mix in areas that need to be re-opened as soon as possible, such as driveways and parking lots to lessen the burden on the residents and businesses.

Phase 7

Miller Paving will continue on to backfill and prep for the asphalt tie ins.

Phase 8

Miller Paving will ensure proper notification to all Residents and the Public of the road closures due to Paving Operations. (Similar to previous letter attached)

Phase 9

Miller Paving will coordinate with our Sub-Contractor for the Street Milling. Miller Paving will schedule to immediately follow with Paving the Street.

Phase 10

Miller Paving will follow up with any landscape repair.

Phase 11

Miller Paving will do a walk through with Superintendent and Project Forman for final cleanup and prep for final walk thru.

Phase 12

Upon completion of Miller Paving walkthrough we will demobilize equipment to the next project site (Depending on City's request or preference on which schedule A, B or C)

Phase 13

Upon final completion of all schedules Miller Paving would request the City to accompany them on a final project walk to address any punch list items.

Due to the similarity between Schedules A, B and C, Miller Paving would follow the same phasing throughout each schedule.

Miller Paving, Inc. would like to Thank You for your consideration!

Project Contacts:	Bob Miller	801-403-8622
	Bruce Cunningham	801-403-8544
	Greg Ward	801-879-7665

P.O. BOX 571039 / MURRAY, UTAH 84157-1039 / 801.262.5922 / FAX 801.262.5974

5640 SOUTH RILEY LANE / MURRAY, UTAH 84107-1557

MILLER PAVING INC.

CONSTRUCTION OF FOXBRIDGE DRIVE

Dear Residents,

On April 29, 2019 Miller Paving, Inc will be starting the Foxbridge Drive Reconstruction Project which includes Foxbridge Drive, East Ridge Road, 8480 South, West Bridge Road and Foxbridge Circle. It is estimated that the completion date of the construction project will be June 15, 2019. During the construction process, some of the residences will have restricted access to their driveways (we will notify each resident that will be impacted before construction activities begin on their drive approach) and sidewalks along with some lane restrictions for a limited amount of time. Please plan a minimum of 5 days of curing time for any concrete replacement (sidewalk/drive approaches). During the construction process the entire road will be milled and re-paved, during this time there will be no street parking (we will give each resident notice about this construction activity). We work hard to ensure that the construction area is as picked up as possible at all times and we always have safety as our top priority. We would appreciate the neighborhoods help to ensure the safety of all residence. If there are any special needs request please contact us to make arrangements. On behalf of Miller Paving, Inc. We would like to apologize for any inconvenience this may cause.

If you have any questions, please contact the project supervisor listed below.

Thank you in advance for your consideration.

Sincerely

MILLER PAVING, INC.

PROJECT sUPERVISOR: Bruce Cunningham

PHONE: 801-403-8544

PROJECT START DATE: 04/29/19

TENTITIVE PROJECT COMPLETION DATE: 06/15/19

P.O. BOX 571039/MURRAY, UTAH 84157-1039/801.262.5922/FAX 801.262.5974

5640 SOUTH RILEY LANE/MURRAY, UTAH 84107-1557

STATEMENT OF QUALIFICATIONS

PROJECT TEAM

Owner and General Superintendent:

Robert Miller. Robert has over 40+ years in the construction industry. Staring out shoveling asphalt Robert has held every position in the field making him a hands-on leader. Since Miller Paving's inception in 1981 Robert has always taken great pride in working hard, hiring the best people and providing a quality product. Not only will you find Robert scheduling the crews, equipment, and subcontractors, you will also find him coordinating with the engineers and inspectors. Robert takes great pride in his work and that is why you will frequently find him following up on job sites and ensuring quality control. Miller Paving Inc. started out small but now has over 100 employees and continues to grow.

Project Superintendent/ Project Manager:

Bruce Cunningham. Bruce has over 40 years of construction supervision experience. Although Bruce has only been with Miller Paving for a couple years now he brings the experience of owning his own reputable construction company for 35 years. Bruce specializes in all aspects of General Engineering Construction. During Bruce's time with Miller Paving he has been instrumental in several projects to include Utah State Fairgrounds completed in 2018, Prospector Square Subdivision in Park City completed in 2018, Midvale 2017 Roadway Improvement Project completed in 2017, Sandy City Roadway Reconstruction completed in 2017, Midvale 9th Ave Reconstruction completed in 2016, Lennox Street Reconstruction for Midvale City completed in 2016, Waste management reconstruction completed in 2016, Camp Williams Improvements completed in 2015, Park City Main Street completed in 2015, 5900 South for Murray City completed in 2015, and several other private projects throughout his time with Miller Paving Inc.. Bruce schedules Miller Paving crews and subcontractors, lays out the project, instructs and monitors crews and ensures quality control.

Assistant Project Manager:

Jamen Porter. Jamen has 18 years of experience in construction management and has been with Miller Paving Inc. for 27 years. Jamen facilitates the communication between the owner, engineer and Miller Paving; working out schedules, scope changes, change orders and billing. He has worked his way up through the company from a laborer on the asphalt crew to a superintendent and safety officer to lead estimator and project manager. Jamen's experience in the field and in management make him a go to guy for all and a true asset to Miller Paving. Jamen was the lead project manager and estimator for several large tear out and replace projects to include:

Utah State Fairgrounds for the DFCM completed in 2018, Kennecott additional parking lots and paving projects for Crossroads Construction which is ongoing, Calvin Rampton for the DFCM completed in 2016, Waste Management for Waste Management National Services completed in 2016, Midvale 9th Ave reconstruction for Midvale City completed in 2016. Jamen is also our Head Estimator and Project Manager for our ongoing subdivision projects with Skinner Excavation.

Assistant Project Superintendent:

Greg Ward. Greg has over 20 years of construction supervision experience and has been with Miller Paving Inc. for 5 years now. Greg works directly with Bruce and is Miller Paving's secondary superintendent for all residential and commercial projects. Greg schedules crews and works directly with the Owner/General Contractor. His ability to communicate, motivate, organize and provide quality results to the customer makes him stand out in his role here at Miller Paving and truly represents our corporate vision and reputation. Greg has been involved with several large projects over the years to include: Utah State Fairgrounds completed in 2018, Prospector Square Subdivision in Park City completed in 2018, Sandy City Roadway Reconstruction completed in 2017, Midvale 2017 Roadway Improvement Project completed in 2017, Midvale 9th Ave reconstruction completed in 2016, Lennox Street Reconstruction for Midvale City completed in 2016, Waste management reconstruction completed in 2016, Camp Williams Improvements completed in 2015, Park City Main Street completed in 2015, 5900 South for Murray City completed in 2015 and Salt Lake Community College completed in 2015.

Office Support Staff:

The Contact administration team working with the Project Management team will be headed by **Shilo Ward.** Shilo has been with Miller Paving Inc. for 4 years now and has 20+ years of experience in management and construction administration.

Miller Paving consists of 76 current employees:

Superintendents: 7

Foreman: 9

Estimators: 7

Office Administration: 5

Mechanics: 6

Remainder: Grade/ Concrete/ Asphalt Field Crew

MILLER PAVING INC.

PROJECTS COMPLETED FOR MIDVALE CITY CORPORATION

1. MIDVALE 2017 ROADWAY IMPROVEMENT PROJECT

Completion: 2017

Scope of Work: Earthwork, grade, pave, concrete site work, storm drain and minor landscape restorations.

2. MIDVALE 9TH AVE ROADWAY RECONSTRUCTION

Completion: 2016

Scope of Work: Earthwork, grade, pave, concrete site work, storm drain and minor landscape restorations.

3. LENNOX STREET RECONSTRUCTION

Completion: 2016

Scope of Work: Earthwork, grade, pave, concrete site work, utilities and landscape

4. HEATHER STREET RECONSTRUCTION

Completion: 2010

Scope of Work: Earthwork, grade, pave, concrete site work, utilities and landscape

5. LASALLE – HOOVER STREETS

Completion: 2010

Scope of Work: Earthwork, grade, pave, concrete site work, utilities and landscape

6. COOLIDGE STREET RECONSTRUCTION

Completion: 2008

Scope of Work: Earthwork, grade, pave, concrete site work, utilities and landscape

7. PINE STREET RECONSTRUCTION

Completion: 2006

Scope of Work: Earthwork, grade, pave, concrete site work, utilities and landscape

8. ELM STREET RECONSTRUCTION

Completion: 2006

Scope of Work: Earthwork, grade, pave, concrete site work, utilities and landscape

9. LOCUST STREET RECONSTRUCTION

Completion: 2006

Scope of Work: Earthwork, grade, pave, concrete site work, utilities and landscape

We Thank You for Your Business throughout the years.

Sincerely,

Bob Miller

MILLER PAVING INC.

P.O. BOX 571039 / MURRAY, UTAH 84157-1039 / 801.262.5922 / FAX 801.262.5974

5640 SOUTH RILEY LANE / MURRAY, UTAH 84107-1557

MILLER PAVING INC.

MAJOR ROAD PROJECTS COMPLETED

1. **Murray City 6600 South Project**

   Location: Murray, Utah

   Contracted with Murray City Corporation

   Superintendent: John Perryman

   Contract Amount: $615,328.10

   Completion Date: 10/01/18

   Material Supplier: Granite Construction, WindRiver Recycling

   Scope of Work: Earthwork, Fine Grading, Rotomill, Asphalt Paving, Sidewalk, Curb and Gutter, Drive Approaches, Storm Drain, Landscape Repair

   Contact: Chris Zawislak (801)712-9379

2. **Midvale 2017 Roadway Improvement Project**

   Location: Midvale City, Utah

   Contracted with Midvale City Corporation

   Superintendent: Bruce Cunningham

   Contract Amount: $213,906.00

   Completion Date: 08/01/2017

   Material Supplier: Granite Construction

   Scope of Work: Earthwork, Fine Grading, Asphalt Paving, Sidewalk, Curb and Gutter, Drive Approaches, Storm Drain, Landscape Repair

   Contact: Keith Ludwig (801)256-2574

3. **South Jordan City 2017 Overlay**

   Location: South Jordan, Utah

   Contracted with South Jordan City Corporation

   Superintendent: John Perryman

   Contract Amount: $1,402,409.50

   Completion Date: 09/01/17

   Material Supplier: Granite Construction

   Scope of Work: Mill and overlay, raise and lower valves.

   Contact: Deven Serr (801)253-5203 Ext# 1372

4. **Pepperwood Drive Sidewalk Project**

   Location: Sandy City, Utah

   Contracted with Sandy City Corporation

   Superintendent: Bruce Cunningham

   Contract Amount: $115,341.00

   Completion Date: 06/12/17

   Material Supplier: Granite Construction

   Scope of Work: Earthwork, Fine Grading, Asphalt Paving, Sidewalk, Curb and Gutter, Drive Approaches, Storm Drain, Landscape Repair

   Contact: Raymond Reeves (801)568-2981

5. **Midvale 9th Ave Reconstruction**

   Location: Midvale City, Utah

   Contracted with Midvale City Corporation

   Superintendent: Bruce Cunningham

   Contract Amount: $392,111.00

   Completion Date: 10/31/16

Material Supplier: Granite Construction

Scope of Work: Earthwork, Fine Grading, Asphalt Paving, Sidewalk, Curb and Gutter, Drive Approaches, Storm Drain, Landscape Repair

Contact: Keith Ludwig (801)256-2574

6. **Chevy Chase Road Improvements**

Location: Murray City, Utah

Contracted with Murray City Corporation

Superintendent: Kelly Rodgers

Contract Amount: $357,900.00

Completion Date: 07/31/16

Material Supplier: Granite Construction

Scope of Work: Earthwork, Fine Grading, Rotomill, Pulverize, Asphalt Paving, Sidewalk, Curb and Gutter, Drive Approaches, Storm Drain, Landscape Repair

Contact: Mike Pfeiffer (801)270-4050

7. **Lennox Street Reconstruction**

Location: Midvale, Utah

Contracted with Midvale City Corp

Superintendent: Bruce Cunningham

Contract Amount: $179,559.00

Completion Date: 05/31/16

Material Supplier: Granite Construction/ Asphalt Material Inc./ Geneva Rock Products

Scope of Work: Earthwork, Fine Grading, Asphalt Paving, Sidewalk, Curb and Gutter, Drive Approaches, Catch Basins, Landscape Repair

Contact: Keith Ludwig (801)256-2574

8. **Park City Main Street**

   Location: Park City

   Contracted with Park City Municipal Corporation

   Superintendent: Bruce Cunningham

   Contract Amount: $923,393

   Completion Date: 2015

   Material Supplier: Granite Construction

   Scope of Work: Concrete Sidewalk, Curb and Gutter, archways and benches

   Contact: Kim Atkinson (435)615-5222

9. **5900 S. Road Improvements Murray**

   Location: 5900 S. Murray Utah

   Contracted with Murray City Corporation

   Superintendent: Mark Picket

   Contract Amount: $3,097,899

   Completion Date: 12/2014

   Material Supplier: Granite Construction

   Scope of Work: Earthwork, Road Base, Asphalt Paving, Sidewalk, Pipe work, Landscape and Electrical

   Contact: Danny Astill (801)270-2443

MILLER PAVING INC.

EQUIPMENT LIST

UNIT #	YEAR	MAKE	MODLE
2003	1991	Ford	LN9000 Dump Truck
2004	2006	Kenworth	T300 Bobtail Dump
2011	2002	Freightliner	FL112 3 Axle Dump/Plow
2012	2011	Ford	F650 Super Duty
2013	2018	Kenworth	T270
2014	2016	International	4300 Tymco Sweeper
4012	2005	Kenworth	T300 Water Truck
4013	2005	Kenworth	T300 Water Truck
4014	1995	Kenworth	T800 Water Truck
4015	2001	International	4900 Truck DT466
4016		Freightliner	Rosco Maximizer M2 106
4017	2015	International	7000 Oil Dist
4018	2015	Multiquip	Water Wagon Trailer
4019	1995	Kenworth	T800 Water Truck
4020	1996	Kenworth	T800 Water Truck
5008	1998	Caterpillar	650B Paver
5009	2004	Caterpillar	1055 Paver
5011	2011	Caterpillar	AP555 E Paver
5012	2014	Caterpillar	AP1055E Paver
5013	2017	Caterpillar	AP555F
6012	1994	Ingersoll	SD70DA
6014		Ingersoll	DD-32
6019	1999	Ingersoll	SD 70 Dirt
6022	2000	Ingersoll	SD70 Roller
6023	2005	Ingersoll	SD 105 Asphalt Roller
6024	2005	Ingersoll	CR 30 Dirt Roller
6025	2006	Ingersoll	CR30 Roller
6026	2006	Caterpillar	CS-430 Dirt Roller

6027	2006	Caterpillar	CS-430 Dirt Roller
6028	2005	Wacker	Trench Roller
6029	2006	Caterpillar	CS-430 Dirt Roller
6030	2008	Ingersoll	CR 30 Roller
6031	2011	Volvo IR	CR 30 Asphalt Roller
6032	2013	Caterpillar	CC 34 Asphalt Roller
6033	2017	Caterpillar	CCS9 Asphalt Roller
6034	2017	Caterpillar	CC34B Asphalt Roller
7000	2005	Caterpillar	140 H MOTOR GRADER
7001	2006	Leeboy	685 B Grader
7002	1989	Huber	Maintaner Grader/Blade
7003	2007	Caterpillar	140 H MOTOR GRADER
7013	1995	Caterpillar	IT 28 Loader
7015	1980	Yanmar	Fabric Tractor
7028	2003	Caterpillar	IT 420 Backhoe
7030	2005	Caterpillar	226 Skid Steer
7031	2005	Caterpillar	226B Skid Steer
7034	2007	Caterpillar	420E Backhoe
7035	2007	Honda	500 cc 4-Wheeler
7036	2007	Caterpillar	140 M MOTOR GRADER
7043	2011	Komatsu	PC88MR-8 Mini Excavator
7044	2012	Caterpillar	226B3 Skid Steer
7045	2012	Komatsu	PC88MR-8 Mini Excavator
7046	2012	Broce	4-Wheel Sweeper
7047	2013	Komatsu	PC138us LC Mini Ex.
7048	2002	Wirtgen	W1200F Cold Miller
7049	2013	Komatsu	270 Wheel Loader
7050	2014	Caterpillar	226 B3 Skid Steer
7052		Bobcat	Skid Steer (Cunningham)
7053		Caterpillar	307 Mini Ex (Cunningham)
7054	2015	Caterpillar	259D Track Skid Steer
7055	2016	Caterpillar	226D C3 Skid Steer
7056	2017	Komatsu	PC210 Excavator
7057	2017	Komatsu	PC290 Excavator
7058	2015	Caterpillar	259D Track Skid Steer
7059	2017	Caterpillar	140 M3 MOTOR GRADER

4050	2018	Kenworth	T880 Dump Truck
4751	2016	Kenworth	T800 Dump Truck
4770	2018	Kenworth	W900 Dump Truck
4771	2019	Kenworth	T800 Dump Truck
4072	2017	Kenworth	T800 Dump Truck
4773	2018	Kenworth	T800 Dump Truck
4774	1996	Kenworth	T800 Dump Truck
4075	2017	Kenworth	T800 Dump Truck
4076	2018	Kenworth	T800 Dump Truck
4777	2004	Kenworth	T800 Dump Truck
4078	2018	Kenworth	T800 Dump Truck
4779	1998	Kenworth	W900 Dump Truck
4080	2019	Kenworth	T800 Dump Truck
4081	2019	Kenworth	T800 Dump Truck
4782	2007	Kenworth	T800 Dump Truck
4783	2007	Kenworth	T800 Dump Truck
4784	2007	Kenworth	T800 Dump Truck
4785	2016	Kenworth	T800 Dump Truck
4786	2016	Kenworth	T800 Dump Truck
P50	2007	Tesco	Willaims Pup Trailer
P70	1998	Tesco	Williams Pup Trailer
P71	1998	Tesco	Williams Pup Trailer
P73	2001	Clement	4 Axle Pup Trailer

STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING

ACTIVE LICENSE

EFFECTIVE DATE: 11/30/2009

EXPIRATION DATE: 11/30/2019

ISSUED TO: Miller Paving Incorporated
PO BOX 571039
MURRAY UT 841571039

REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)

292925-5501 Contractor With LRF **DBAs:** None Associated

E100, S400

Form #1

Murray City Corporation
4646 South 500 West, Murray, UT 84123

BUSINESS LICENSE

THIS LICENSE EXPIRES 11/30/2019

MILLER PAVING, INC.
PO Box 571039
Murray, UT 84157

Business ID #: 1561
License #: 1561
License Expires: 11/30/2019

This certifies that MILLER PAVING, INC. is authorized to conduct business as:

Heavy Construction NEC at: 5640 S Riley Ln

Date Issued: 11/15/2018

Employees: 52
Vehicles: 33

By _____
Mayor

By _____
City Recorder

This License is NOT Transferable

Department Signature: Keith Ludlow

City Recorder: Lori L Andreason

MIDVALE CITY STATE OF UTAH INCORPORATED JULY 1, 1909 CORPORATE SEAL

2019 Roadway Improvement Project

BID OPENING: May 2, 2019 - 2:00 p.m.

NAME/s OF COMPANY	BID TOTAL	Bond	Addendums	
Miller Paving	644,875.75	✓	✓	
Acme Construction	588,217.75	✓	✓	
Black Forest Paving, LLC	650,435.-	✓	✓	

Midvale City
2019 Roadway Projects

Evaluation:

		CONRACTORS			
Criteria		ACME Const	Black Forest	Miller Paving	
1 Bid Price	40%	10	9.044	9.122	0
2 Experience	30%	8	7	9	0
3 Approach	30%	8	4	9	0
		26	20.044	27.122	

Criteria		ACME Const	Black Forest	Miller Paving	
	1	4	3.6176	3.6488	0
	2	2.4	2.1	2.7	0
	3	2.4	1.2	2.7	0
Total		8.8	6.9176	9.0488	0

Ranking

Recommendation: Award Project to Miller Paving

MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: May 21st, 2019

SUBJECT: **Consideration of Resolution No. 2019-R-17 Approving Water Storage Lease Agreement with the Jordan Valley Water Conservancy District (JVWCD)**

SUBMITTED BY: **Keith Ludwig, P.E., City Engineer**

SUMMARY:

In 2014 the City and JVWCD signed a Memorandum of Understanding (MOU) which included a provision for the City to lease water storage from the District. This storage is needed to service the Union Jordan area, including the District's 10th East Retail Area which we are taking over.

The State Division of Water Quality requires public water systems to have enough storage to meet peek demands. We calculate that we need 4.8 MG for this area. We are waiting on this agreement so that the State will give us final approval of our construction plans. The period of this agreement is for 10 years, which will give the City time to look at acquiring land and designing and building our own storage tank and transmission lines, or explore other options.

The annual lease of this storage, as outlined in the MOU, is based on an annual payment equal to the depreciation expenses for the replacement cost of the leased storage. That annual cost being $96,000.

This agreement was discussed and approved by the JVWCD Board of Trustees last Wednesday night at their monthly Board Meeting.

I am asking for you to suspend the rules so that this Amendment can be approved tonight that way we can get the agreement signed and get final approval from the state on our construction plans.

FISCAL IMPACT: The $96,000 annual cost will be covered by fees charged to our retail costumers in this area.

STAFF'S RECOMMENDATION AND MOTION:

I move that we suspend the rules and approve Resolution No. 2019-R-17, approving the Water Storage Lease Agreement, and authorize the Mayor to sign the agreement.

Attachments:

Resolution
Agreement

RESOLUTION NO. 2019-R-17

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A WATER STORAGE LEASE AGREMENT BETWEEN MIDVALE CITY AND THE JORDAN VALLEY WATER CONSERVANCY DISTRICT (JVWCD)

WHEREAS, Midvale City has taken over the culinary water service in the Union Jordan and the JVWCD 10th East Retail Service areas; and

WHEREAS, the State of Utah Division of Water Quality requires public water systems to maintain minimum water storage to meet the service area needs; and

WHEREAS, the City and JVWCD have a MOU which included a provision for the City to lease storage from the District; and

WHEREAS, the City has determined that the storage required by this service area in 4.8 MG; and

WHEREAS, the JVWCD has evaluated their storage facilities in this area and have determined that they have capacity to provide the City with 4.8 MG of water storage.

NOW THEREFORE BE IT RESOLVED, based on the foregoing, the Midvale City Council does hereby approve the water storage lease agreement between Midvale City and the JVWCD and authorizes the Mayor to sign the same.

APPROVED AND ADOPTED this 21st day of May 2019.

_____
Robert M. Hale, Mayor

ATTEST:

_____
Rori L. Andreason, MMC
City Recorder

Voting by the City Council	"Aye"	"Nay"
Bryant Brown	_____	_____
Paul Glover	_____	_____
Quinn Sperry	_____	_____
Paul Hunt	_____	_____
Dustin Gettel	_____	_____

WATER STORAGE LEASE AGREEMENT

THIS WATER STORAGE LEASE AGREEMENT ("Agreement") is made this _____ day of _____, 2019 ("Effective Date"), between Midvale City, a municipal corporation organized and existing under Utah law ("City"), and the Jordan Valley Water Conservancy District, a local district organized under the laws of the State of Utah ("District").

RECITALS:

A. The District is a water conservancy district organized and existing under Utah law, for the purposes, among others, of conserving, acquiring, appropriating, developing, storing, selling, leasing, distributing, and stabilizing supplies of water for domestic, manufacturing, and other beneficial uses;

B. The City is a municipality organized under the laws of the State of Utah, which provides retail water service to residents within its boundaries and to other customers;

C. The City purchases wholesale water from the District;

D. The City and the District have a beneficial and cooperative relationship, and they voluntarily coordinate operations of certain features of their water systems for their mutual benefit;

E. The City and the District entered into a Memorandum of Understanding in 2014, which defined the parties' intent to supply the Union and Jordan area in Salt Lake County with increased water deliveries from the District and for the provision of interim water storage by the District for the City's benefit;

F. The City desires to lease four and eight tenths (4.8) million gallons of finished water storage capacity for a period of ten (10) years;

G. The District is willing: (i) to lease four and eight tenths (4.8) million gallons of finished water storage capacity from its storage tank facilities at 2800 East 9400 South and at 2300 East 9800 South, Salt Lake County, Utah, to fulfill the City's need for interim water storage capacity; and, (ii) to provide the City peak hour demand credits on water purchases in recognition of the downstream location of the City's meter stations; and,

H. The City is willing to pay the District Ninety Six Thousand and 00/100 Dollars ($96,000.00) per year for the lease of the storage capacity, all in accordance with the terms and conditions of this Agreement.

TERMS:

The parties agree as follows:

1. The City shall lease three (3) million gallons of finished water storage capacity at the District's 2800 East 9400 South storage tank facility and one and eight tenths (1.8) million gallons of finished water storage capacity at the District's 2300 East 9800 South storage tank facility (collectively, the "City Storage").

2. This Agreement shall commence on the Effective Date and shall terminate on the first to occur of the following: (i) the written agreement of the parties; or, (ii) ten (10) years after the Effective Date.

3. (a) In consideration for the District's cost to construct, operate, and maintain its storage tank facilities, and as payment for the City Storage, the City shall pay

the District Ninety Six Thousand and 00/100 Dollars ($96,000.00) each year during the term of this Agreement, with the first payment due on the Effective Date and subsequent annual payments on the anniversary of the Effective Date.

(b) Any payment under this Agreement not made when due shall bear simple, annual interest at the Utah Public Treasurer's Investment Fund Rate, commencing the day after the due date and accruing until paid in full.

4. If an unusual circumstance, as reasonably determined by the District, such as, for example, a natural disaster, premature structural failure, joint sealant failure, or coating failure, that requires an extraordinary capital expense to repair or replace part or all of the District's storage tank facilities located either at 2800 East 9400 South or at 2300 East 9800 South in Salt Lake County, Utah, the City shall reimburse its pro-rata portion of the extraordinary capital expenditures incurred by the District: 100% for the 2800 East 9400 South storage tank facility, and 30% for the 2300 East 9800 South storage tank facility.

5. (a) The District shall operate, maintain, repair, and replace the City Storage in a manner consistent with this Agreement for the benefit of the City.

(b) The operations of the City Storage may be suspended temporarily, in whole or in part by the District, for operation, maintenance, repair, and replacement work, as reasonably determined by the District. The District shall make good faith efforts to coordinate and schedule such work based on the City's reasonable requests.

6. (a) The parties acknowledge that the City's meter stations are at locations where the effects of storage moderating the City's peak demands from the District cannot be measured accurately.

(b) The City shall be given a total demand credit of Four Thousand Thirty Two (4,032) gallons per minute on the peak hourly demands of its flows measured at the following meter stations: at 7613 South 700 East and at 987 East 7800 South in Salt Lake County, Utah.

(c) The adjusted peak hourly demands, as calculated in subparagraph 5(b), shall be used by the District to calculate the City's annual water rate in accordance with the District's then-current rate methodology, policies, rules, and procedures. On the Effective Date, the District used the Base-Extra Capacity Method of the American Water Works Association, as interpreted and implemented by the District. The District may choose periodically to change methodologies and/or to change its interpretation and implementation of any methodology it selects, and/or to adopt, amend, or abandon its policies, rules, and regulations, and, as a consequence, the demand credit may provide different rate benefits to the City or none at all.

7. This Agreement, including exhibits, attachments, and references to incorporated documents, constitute the entire agreement between the parties and supersedes all prior understandings, representations, or agreements of the parties regarding the subject matters contained in this Agreement.

8. The parties shall perform those acts and/or sign all documents required by this Agreement or which may be reasonably necessary to effectuate the terms of this Agreement.

9. Neither party may assign this Agreement, or any of its rights, duties, or obligations under this Agreement, without the prior written consent of the other, which consent shall not be unreasonably withheld, except that either party may make an

assignment to its successor-in-interest. Any assignment made in violation of this paragraph or in violation of law shall be void.

10. This Agreement does not create any kind of joint venture, partnership, agency, or employment relationship between the parties.

11. The parties shall comply with all applicable federal, state, and local laws and ordinances in the performance of this Agreement. Any terms which the parties as governmental entities are mandated by law to include in this Agreement shall be considered part of this Agreement.

12. This Agreement cannot be amended except by a written instrument signed by the parties.

13. If any legal action is brought to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in that action, in addition to any other relief to which it may be entitled.

14. In the event a court, governmental agency, or regulatory agency with proper jurisdiction determines that any provision of this Agreement is unlawful, that provision shall terminate. If a provision is terminated, but the parties can legally, commercially, and practicably continue to perform this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

15. Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations by reason of earthquakes or other natural disaster; strikes or other labor unrest; power failures; civil or military emergencies; acts of legislative, judicial, executive, or administrative authorities; or any other circumstances which are not within its reasonable control.

16. Any notice, communication, or payment required or allowed by this Agreement shall be mailed or hand-delivered to each party as follows:

If to the District, to:

Jordan Valley Water Conservancy District
Attn: Engineering Department Manager
8215 South 1300 West
West Jordan, UT 84088

If to the City, to:

Midvale City
Attn: Glen Kennedy, Public Works Director
8196 South Main Street
Midvale, UT 84047

With a copy to:

Midvale City
Attn: Kane Loader, City Manager
7505 South Holden Street
Midvale, UT 84047

Each party may change the designation of the addressee or the address for that party by providing written notice of the change.

17. Each individual executing this Agreement does hereby represent and warrant that he or she has been duly authorized to sign this Agreement in the capacity and for the entity identified.

18. The parties intend that this Agreement benefit only them, and they do not intend there to be any third-party beneficiaries.

"City":

MIDVALE CITY

ATTEST:

By: _____

_____
City Recorder

Its Mayor

"District":

JORDAN VALLEY WATER
CONSERVANCY DISTRICT

ATTEST:

By: _____

Richard P. Bay
District Clerk

Corey L. Rushton
Its Chair

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, the Mayor of Midvale City, a Utah municipality, on its behalf.

_____
NOTARY PUBLIC, residing in

(SEAL)

_____

My commission expires:

_____

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Corey L. Rushton, the Chair of the Jordan Valley Water Conservancy District, a water conservancy district organized under the laws of the State of Utah, on its behalf.

_____
NOTARY PUBLIC, residing in

(SEAL)

_____

My commission expires:

_____

MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: May 21, 2019

SUBJECT: **Consideration of Resolution No. 2019-R-18 Approving a Cost Sharing Agreement with Jordan Valley Water Conservancy District for the Jordan Valley Water Conservancy Retail Area Takeover Project**

SUBMITTED BY: **Keith Ludwig, P.E., City Engineer**

SUMMARY:

The City had plans drawn up for a project to connect the JVWCD 10th East retail distribution system to Midvale's culinary water system. This work is needed to transfer the JVWCD's 500+ retail accounts to the City. We have advertised this project and the winning bid has been awarded to Noland and Son Construction.

While Noland is mobilized, it will be beneficial to construct some improvements to JVWCD's adjacent transmission system. These improvements were identified on the plans and bid schedule.

The cost of these improvements is $108,160. As the City has the contract with Noland and Son, it will pay Noland for the work and then get reimbursed by the JVWCD.

This Cost Sharing Agreement was discussed and approved by the JVWCD Board of Trustees last Wednesday night at their monthly Board Meeting.

I am asking for you to suspend the rules so that this Amendment can be approved tonight.

FISCAL IMPACT: None as the City will be reimbursed by JVWCD for costs related to work identified in the plans and bid documents as specific to JVWCD.

STAFF'S RECOMMENDATION AND MOTION:

I move that we suspend the rules and approve Resolution No. 2019-R-18, approving the Cost Sharing Agreement with JVWCD, and authorize the Mayor to sign the agreement.

Attachments:

Resolution
Agreement

RESOLUTION NO. 2019-R-18

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A COST SHARING AGREEMENT BETWEEN MIDVALE CITY AND THE JORDAN VALLEY WATER CONSERVANCY DISTRICT (JVWCD) FOR PORTIONS OF THE JVWCD RETIAL AREA TAKEOVER PROJECT

WHEREAS, the City and JVWCD have a MOU which outlines the desire for the Districts 10th East Retail Area to be serviced by the City; and

WHEREAS, the City had plans drawn up to accommodate the connection of this area to the City's culinary water distribution system, and has a contractor in place to effect these changes; and

WHEREAS, it is a benefit to the JVWCD for the City's contractor to make some improvements to the District's transmission lines as they install the needed infrastructure as outlined in the plans; and

WHEREAS, these JVWCD improvements have been identified on the plans and in the bid documents so that costs specific to these improvements can be determined; and,

WHEREAS, the JVWCD wished to reimburse the City for these costs.

NOW THEREFORE BE IT RESOLVED, based on the foregoing, the Midvale City Council does hereby approve the Cost Sharing Agreement between Midvale City and the JVWCD and authorizes the Mayor to sign the same.

APPROVED AND ADOPTED this 21st day of May 2019.

_____
Robert M. Hale, Mayor

ATTEST:

_____
Rori L. Andreason, MMC
City Recorder

Voting by the City Council	"Aye"	"Nay"
Bryant Brown	_____	_____
Paul Glover	_____	_____
Quinn Sperry	_____	_____
Paul Hunt	_____	_____
Dustin Gettel	_____	_____

AGREEMENT FOR CONSTRUCTION AND COST-SHARING OF THE
JVWCD RETAIL TAKEOVER DESIGN PROJECT

This Agreement is made as of _____, 2019 (the "Effective Date"), between the Jordan Valley Water Conservancy District, a local district organized and existing under Utah law ("District"), and Midvale City, a municipality organized and existing under Utah law ("City").

RECITALS:

A. The District is a water conservancy district organized and existing pursuant to the laws of the State of Utah for the purposes, among others, of making water available to those inhabitants residing within its boundaries and of entering into contracts with public and private entities for the purchase and sale of water and its delivery;

B. The City is a municipality organized under the laws of the State of Utah; it purchases wholesale water from the District and then, in turn, provides retail water service to its customers/inhabitants within its boundaries;

C. The City has caused plans and specifications to be prepared for the construction of the JVWCD Retail Area Takeover Design to connect District distribution pipelines and retail customers to the City's distribution system between approximately 700 East and 1300 East in Midvale, Utah (the "Project");

D. The District desires to include in the Project improvements to the District's existing waterlines, as described on attached Exhibit 1 (the "District Improvements");

E. The City has caused plans and specifications to be prepared for the District Improvements;

F. The parties agree that the District Improvements are for the benefit of the District and that the District shall pay the construction costs for the District Improvements as set forth in this Agreement; and,

G. The parties enter this Agreement to set forth the terms and conditions by which the District Improvements shall be constructed and installed as part of the Project and by which the associated costs shall be shared between them.

TERMS:

The parties agree as follows:

1. On or before May 1, 2020, the City shall cause the District Improvements to be constructed and completed as part of the Project.

2. All design documents, plans, and specifications for the District Improvements, as part of the Project: (i) have been prepared by the City's Project Engineer, Hansen, Allen & Luce, Inc., a Utah corporation ("Engineer"); (ii) are in accordance with all requirements and specifications imposed by applicable regulatory agencies; (iii) have been approved by the District; and, (iv) have been incorporated into the City's plans and specifications (the "Plans and Specifications") as set forth in the contract documents for the construction of the Project.

3. The City will manage the construction of the District Improvements using the Engineer.

4. (a) The City shall employ Noland and Son Construction Co., Inc., a Utah corporation (the "Contractor"), to construct the District Improvements. The Contractor has demonstrated competence and experience in constructing projects similar to that contemplated by this Agreement, and the City shall require the Contractor to hold current, relevant licenses from the State of Utah during all construction activities on the District Improvements.

(b) The City shall cause the Contractor to obtain all permits, licenses, and similar authorizations from applicable governmental organizations which are required to construct the District Improvements.

(c) As of the Effective Date, the District is satisfied the Contractor currently meets the requirements set forth in subparagraph 4(a), and the District hereby gives its approval of the City's selection of the Contractor.

(d) Prior to and during the construction of the District Improvements, the City shall cause the Contractor to furnish the following to the District at such times as the District may reasonably request: (i) proof the Contractor holds a valid contractor's license from the State of Utah; (ii) proof of the Contractor's public liability, property damage, and vehicle liability insurance in the principal amount of $1,000,000.00, naming the District and the City, and their trustees, officers, agents, and employees as additional insureds; (iii) a performance bond and a payment bond for the full cost of the construction of the District Improvements with sureties and with such terms as are required by the Plans and Specifications; and, (iv) a guarantee from the Contractor, as required by the Plans and Specifications, which warrants that the workmanship and materials of the District

Improvements shall be free from defects for a period of at least one (1) year following completion of construction. The insurance coverage required in this paragraph shall not be canceled or materially altered until after thirty (30) days written notice to the District.

5. (a) The District may select and employ, at its expense, such consultants as it deems reasonable to assist it in the inspection of the construction of the District Improvements. The District and its consultants shall work with and through the Engineer and shall not give orders directly to the Contractor unless authorized in writing to do so. The City shall cause the Contractor to construct the District Improvements in accordance with the Plans and Specifications, including changes or additions to those Plans and Specifications which have been approved by the District. All change orders for the District Improvements required by the District, shall be at the sole expense of the District. The costs associated with all change orders related to the District Improvements and approved by both parties shall be reimbursed to the City as defined in this Agreement. Change orders shall be communicated by the City to the Engineer, who in turn shall communicate them to the Contractor. The District shall provide the City with information about any problem(s) or concern(s) the District may have with construction and/or with acceptance of the District Improvements upon completion of construction, and the City shall require the Contractor to undertake and complete all appropriate remedial actions.

(b) If the City or the Contractor proposes any change(s) to the District Improvements in the Plans and Specifications previously approved by the District, the City shall provide written notice of each proposal to the District. The District shall, in turn, communicate to the City its approval or denial of each proposal within fifteen (15) business

days following receipt of the City's notice. If, however, applicable law or the District's policies and procedures preclude a response from the District within that fifteen (15) day period, the District shall have such longer time period as the law or policies/procedures may allow, but in no event more than forty-five (45) days following receipt of the City's notice.

6. The City or the Engineer shall notify the District twenty-four (24) hours in advance of starting any construction work on the District Improvements.

7. The District shall be responsible for the construction costs attributable to the District Improvements. The District shall reimburse the City for the District Improvements as follows:

(a) The City shall pay the actual construction costs based on the unit price schedule as bid and defined in the Project contract documents, plus the cost of change orders, if any, required by and approved by the District.

(b) The estimated total costs to construct the District Improvements are shown on attached Exhibit 2.

(c) The City shall be responsible for making all initial payments to the Contractor, with appropriate reimbursement from the District as required by this Agreement.

(d) The City shall require the Contractor to itemize all costs paid and/or incurred in the construction of the District Improvements. At such time as the Contractor forwards an invoice to the City for any appropriate costs, the City shall forward a copy of the invoice to the District.

(e) The District shall review the invoice(s) and shall, within thirty (30) business days following receipt of the invoice(s) by the District, reimburse the City for appropriate actual costs, as set forth in the invoice(s). All funds tendered to the City by the District under this Agreement shall constitute reimbursement of actual costs incurred by the City or paid by the City to the Contractor in connection with the District Improvements.

8. (a) Within 30 days following construction of the District Improvements, and upon the District's acceptance of the District Improvements, the City shall deliver a Bill of Sale to the District, in the form of attached Exhibit 3, for the District Improvements.

(b) The District shall own the District Improvements upon completion of construction and acceptance of them by the District and, thereafter, the District shall be responsible for the operation, maintenance, inspection, repair, and replacement of the District Improvements at no cost to the City.

(c) The District, at its discretion and expense, and in addition to any other inspections authorized or allowed by this Agreement, may periodically inspect and test the District Improvements at any time within the one (1) year period following completion of construction and the District's acceptance of the District Improvements. If the District determines there is any defect in the materials or workmanship in the District Improvements, or that the District Improvements were not constructed in accordance with the Plans and Specifications, then, notwithstanding any provision of this Agreement to the contrary, the District shall notify the City and the City shall (i) cause the Contractor, at the Contractor's expense, to remedy the defect or the variance from the Plans and

Specifications within a reasonable amount of time; and/or, (ii) pursue a claim against any of the Contractor's bond(s) to complete the remedial work on the District Improvements.

9. This Agreement, including exhibits, attachments, and references to incorporated documents, specifically including the City's Plans and Specifications, constitute the entire agreement between the parties and supersedes all prior understandings, representations, or agreements of the parties regarding the subject matters contained in this Agreement.

10. The parties shall perform those acts and/or sign all documents required by this Agreement or which may be reasonably necessary to effectuate the terms of this Agreement.

11. Neither party may assign this Agreement, or any of its rights, duties, or obligations under this Agreement, without the prior written consent of the other, which consent shall not be unreasonably withheld, except that either party may make an assignment to its successor-in-interest. Any assignment made in violation of this paragraph or in violation of law shall be void.

12. This Agreement does not create any kind of joint venture, partnership, agency, or employment relationship between the parties.

13. The parties shall comply with all applicable federal, state, and local laws and ordinances in the performance of this Agreement. Any terms which the parties as governmental entities are mandated by law to include in this Agreement shall be considered part of this Agreement.

14. This Agreement cannot be amended except by a written instrument signed by the parties.

15. If any legal action is brought to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in that action, in addition to any other relief to which it may be entitled.

16. In the event a court, governmental agency, or regulatory agency with proper jurisdiction determines that any provision of this Agreement is unlawful, that provision shall terminate. If a provision is terminated, but the parties can legally, commercially, and practicably continue to perform this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

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18. Any notice, communication, or payment required or allowed by this Agreement shall be mailed or hand-delivered to each party as follows:

If to the District, to:

Jordan Valley Water Conservancy District
Attn: Engineering Department Manager
8215 South 1300 West
West Jordan, UT 84088

If to the City, to:

Midvale City
Attn: Glen Kennedy, Public Works Director
8196 South Main Street
Midvale, UT 84047

With a copy to:

Midvale City
Attn: Kane Loader, City Manager
7505 South Holden Street
Midvale, UT 84047

Each party may change the designation of the addressee or the address for that party by providing written notice of the change.

19. Each individual executing this Agreement does hereby represent and warrant that he or she has been duly authorized to sign this Agreement in the capacity and for the entity identified.

20. The parties intend that this Agreement benefit only them, and they do not intend there to be any third-party beneficiaries.

"City":

MIDVALE CITY

ATTEST:

_____
City Recorder

By: _____
Its Mayor

"District":

JORDAN VALLEY WATER
CONSERVANCY DISTRICT

ATTEST:

_____
Richard P. Bay
District Clerk

By: _____
Corey L. Rushton
Its Chair

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___ by _____ as General Manager/CEO of the Jordan Valley Water Conservancy District.

_____
Notary Public

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____ as _____ of _____.

_____
Notary Public

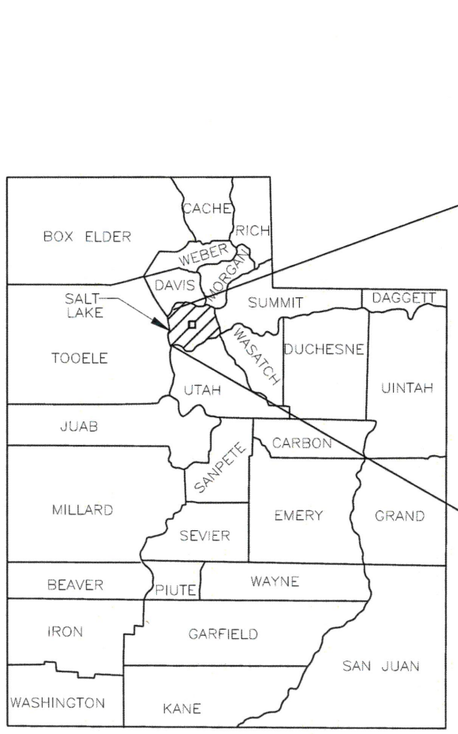
EXHIBIT 1

MIDVALE CITY

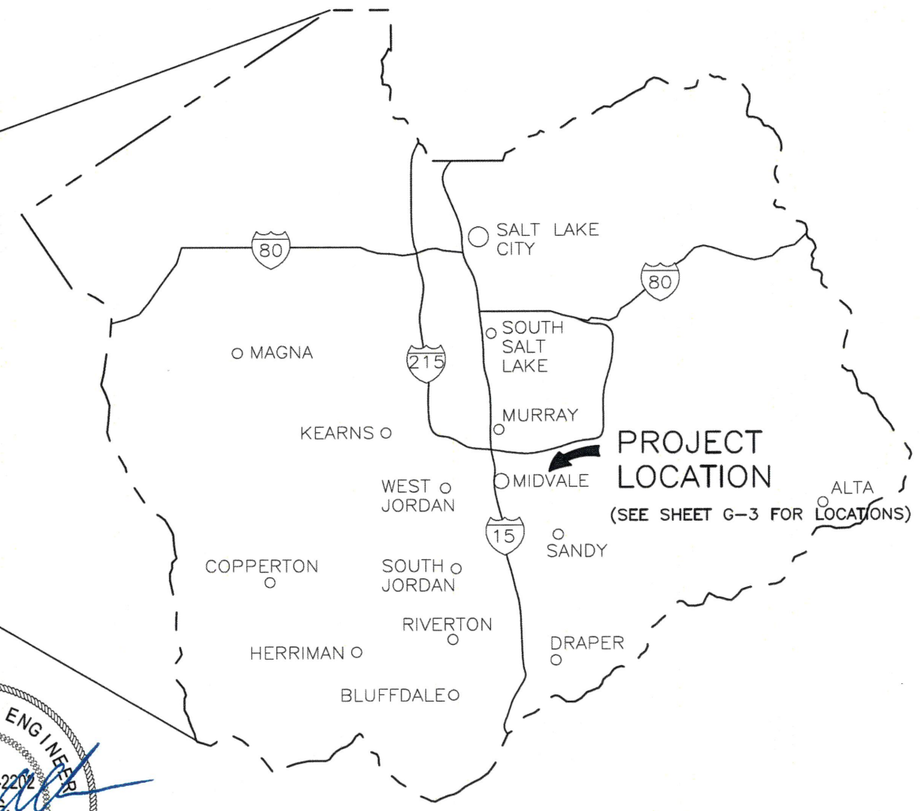
JVWCD RETAIL AREA TAKEOVER DESIGN

DISTRICT IMPROVEMENTS

JANUARY 2019



STATE OF UTAH



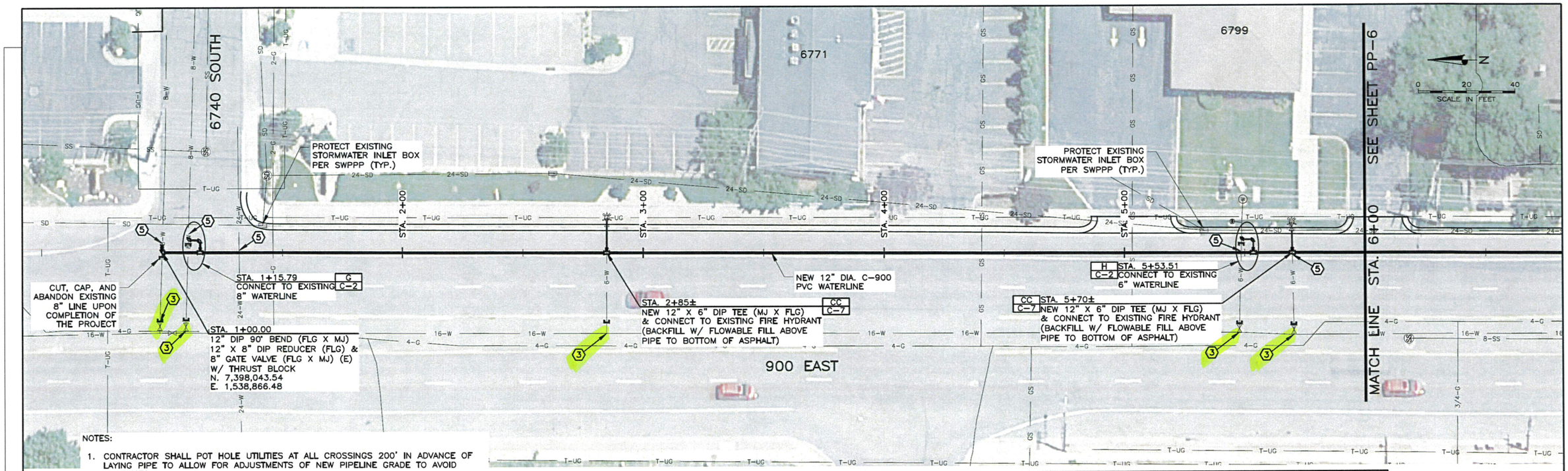
PROFESSIONAL ENGINEER
No. 852710-2202
TYLER G. ALLEN
1/25/2019
STATE OF UTAH

HANSEN ALLEN & LUCE inc
ENGINEERS

FILE NAME: PROJECTS\141 - MIDVALE CITY\28.200 JVWCD RETAIL TAKEOVER DESIGN\CAD\WORKING\G-1 COVER.DWG
FILE DATE: 1.23.2019 08:47:04 (JRB)

HANSEN, ALLEN & LUCE DESIGN TEAM

MARVIN E. ALLEN, P.E. – PRINCIPAL–IN–CHARGE
TYLER G. ALLEN, P.E. – PROJECT MANAGER/ENGINEER



NOTES:

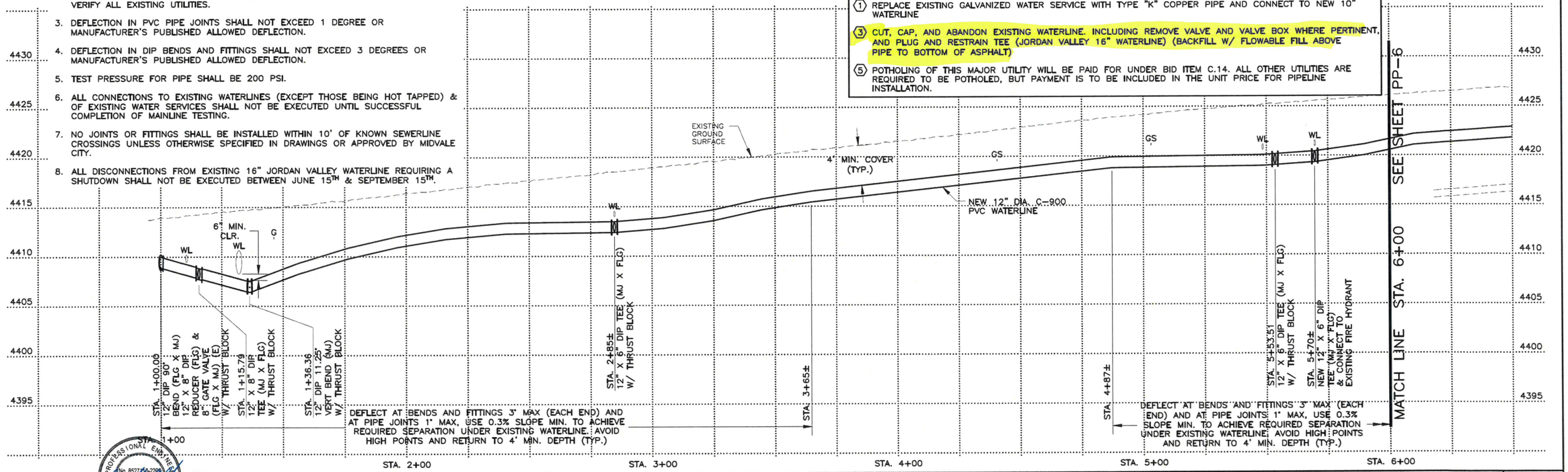
1. CONTRACTOR SHALL POT HOLE UTILITIES AT ALL CROSSINGS 200' IN ADVANCE OF LAYING PIPE TO ALLOW FOR ADJUSTMENTS OF NEW PIPELINE GRADE TO AVOID CONFLICTS.
2. EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR MUST FIELD VERIFY ALL EXISTING UTILITIES.
3. DEFLECTION IN PVC PIPE JOINTS SHALL NOT EXCEED 1 DEGREE OR MANUFACTURER'S PUBLISHED ALLOWED DEFLECTION.
4. DEFLECTION IN DIP BENDS AND FITTINGS SHALL NOT EXCEED 3 DEGREES OR MANUFACTURER'S PUBLISHED ALLOWED DEFLECTION.
5. TEST PRESSURE FOR PIPE SHALL BE 200 PSI.
6. ALL CONNECTIONS TO EXISTING WATERLINES (EXCEPT THOSE BEING HOT TAPPED) & OF EXISTING WATER SERVICES SHALL NOT BE EXECUTED UNTIL SUCCESSFUL COMPLETION OF MAINLINE TESTING.
7. NO JOINTS OR FITTINGS SHALL BE INSTALLED WITHIN 10' OF KNOWN SEWERLINE CROSSINGS UNLESS OTHERWISE SPECIFIED IN DRAWINGS OR APPROVED BY MIDVALE CITY.
8. ALL DISCONNECTIONS FROM EXISTING 16" JORDAN VALLEY WATERLINE REQUIRING A SHUTDOWN SHALL NOT BE EXECUTED BETWEEN JUNE 15TH & SEPTEMBER 15TH.

KEY NOTES

(1) REPLACE EXISTING GALVANIZED WATER SERVICE WITH TYPE "K" COPPER PIPE AND CONNECT TO NEW 10" WATERLINE

(3) CUT, CAP, AND ABANDON EXISTING WATERLINE. INCLUDING REMOVE VALVE AND VALVE BOX WHERE PERTINENT, AND PLUG AND RESTRAIN TEE (JORDAN VALLEY 16" WATERLINE) (BACKFILL W/ FLOWABLE FILL ABOVE PIPE TO BOTTOM OF ASPHALT)

(5) POTHOLING OF THIS MAJOR UTILITY WILL BE PAID FOR UNDER BID ITEM C.14. ALL OTHER UTILITIES ARE REQUIRED TO BE POTHOLED, BUT PAYMENT IS TO BE INCLUDED IN THE UNIT PRICE FOR PIPELINE INSTALLATION.



PROFESSIONAL ENGINEER No. 8527760-2202 TYLER C. ALLEN 12/19/2019 STATE OF UTAH

HANSEN ALLEN & LUCE, Inc. ENGINEERS

DESIGNED	TGA, JRB	3				
DRAFTED	JRB	2				
CHECKED	MEA	1				
DATE	JANUARY 2019	NO.	DATE	REVISIONS	BY	APVD.

PROJECT ENGINEER

SCALE AS SHOWN

MIDVALE CITY

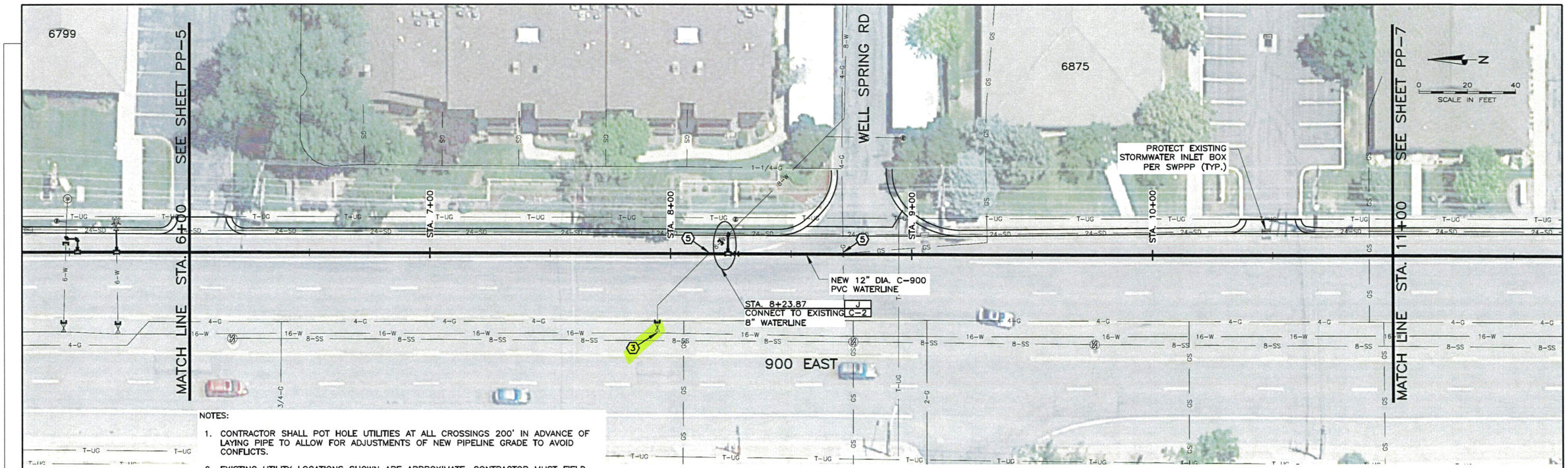
JVWCD RETAIL AREA TAKEOVER DESIGN
PLAN AND PROFILE – 900 EAST
STA. 1+00 TO STA. 6+00

SHEET PP-5

141.28.200

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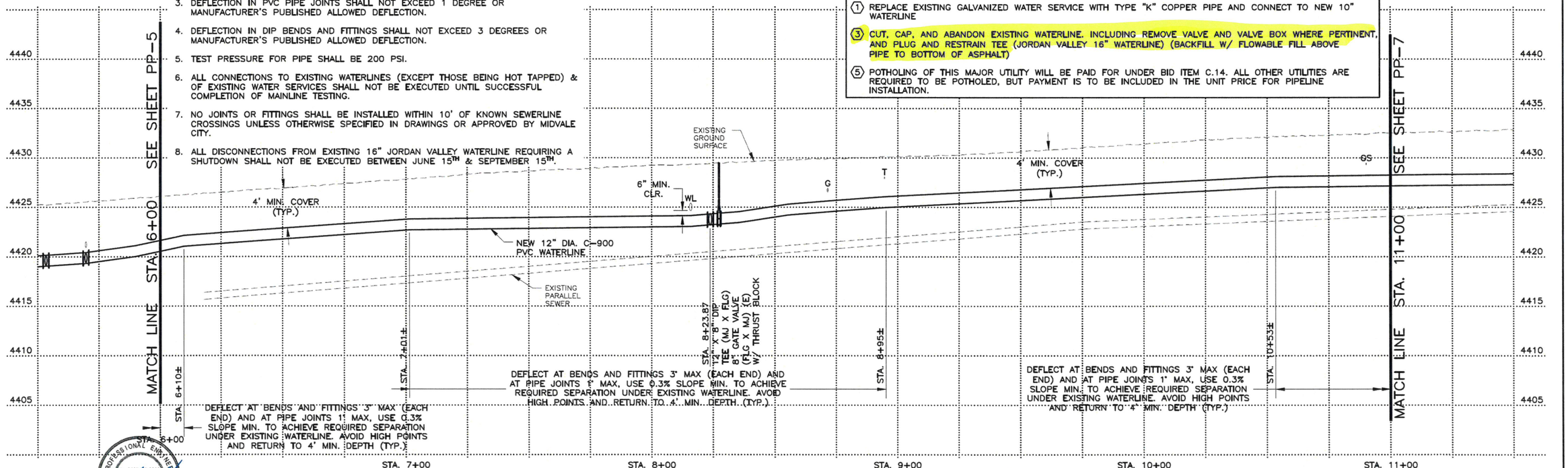


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KEY NOTES

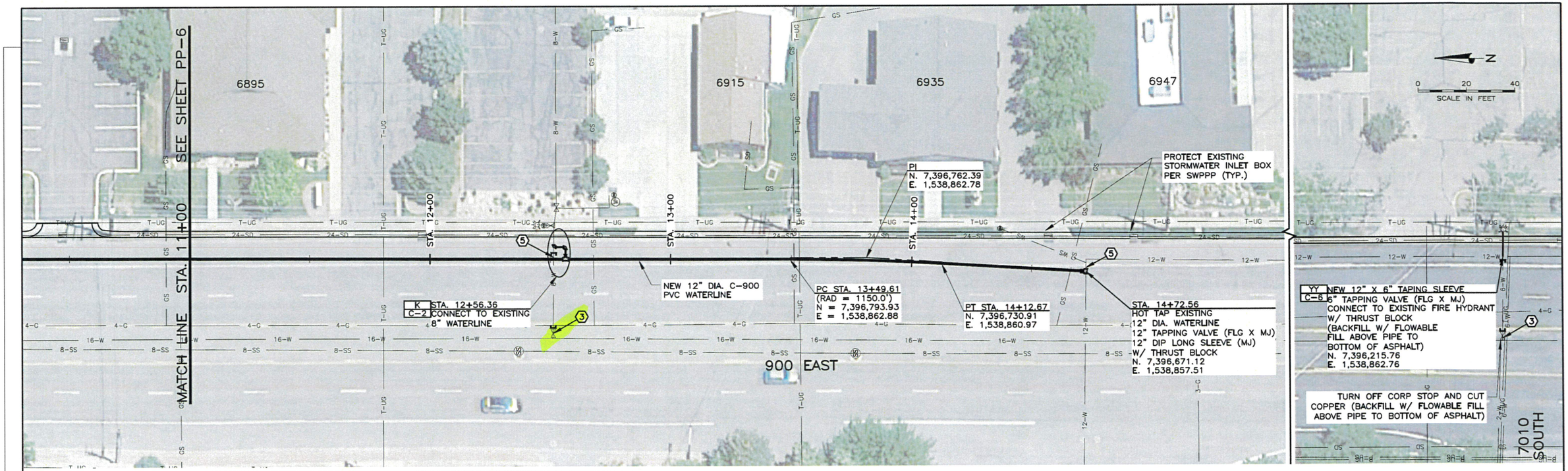
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FILE NAME: PROJECTS\141 - MIDVALE CITY\28.200 JVWCD RETAIL TAKEOVER DESIGN\CAD WORKING\PP-6 900 EAST 2.DWG
FILE DATE: 1.23.2019 09:04:00 (JRB)

HANSEN ALLEN & LUCE ENGINEERS	DESIGNED TGA, JRB	3				SCALE AS SHOWN	MIDVALE CITY
	DRAFTED JRB	2					JVWCD RETAIL AREA TAKEOVER DESIGN PLAN AND PROFILE – 900 EAST STA. 6+00 TO STA. 11+00
PROFESSIONAL ENGINEER No. 8527740-2202 TYLER G. ALLEN STATE OF UTAH 1/23/2019	CHECKED MEA	1					SHEET PP-6
PROJECT ENGINEER	DATE JANUARY 2019	NO.	DATE	REVISIONS	BY	APVD.	141.28.200

10/07

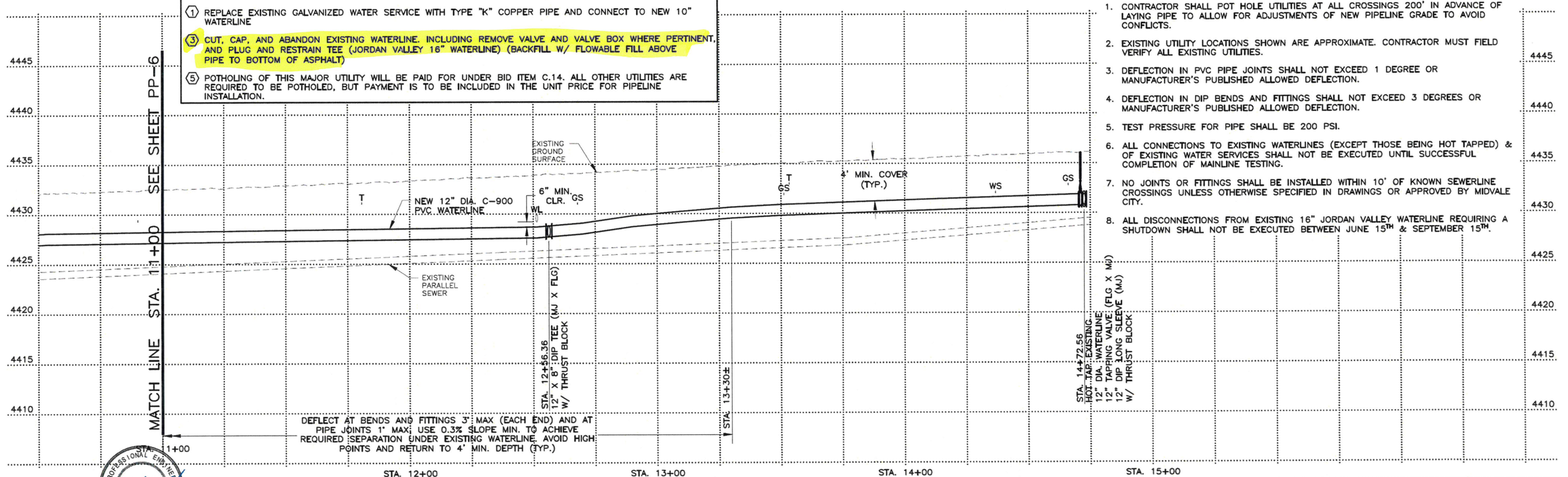


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(3) CUT, CAP, AND ABANDON EXISTING WATERLINE. INCLUDING REMOVE VALVE AND VALVE BOX WHERE PERTINENT, AND PLUG AND RESTRAIN TEE (JORDAN VALLEY 16" WATERLINE) (BACKFILL W/ FLOWABLE FILL ABOVE PIPE TO BOTTOM OF ASPHALT)

(5) POTHOLING OF THIS MAJOR UTILITY WILL BE PAID FOR UNDER BID ITEM C.14. ALL OTHER UTILITIES ARE REQUIRED TO BE POTHOLED, BUT PAYMENT IS TO BE INCLUDED IN THE UNIT PRICE FOR PIPELINE INSTALLATION.



NOTES:

1. CONTRACTOR SHALL POT HOLE UTILITIES AT ALL CROSSINGS 200' IN ADVANCE OF LAYING PIPE TO ALLOW FOR ADJUSTMENTS OF NEW PIPELINE GRADE TO AVOID CONFLICTS.
2. EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR MUST FIELD VERIFY ALL EXISTING UTILITIES.
3. DEFLECTION IN PVC PIPE JOINTS SHALL NOT EXCEED 1 DEGREE OR MANUFACTURER'S PUBLISHED ALLOWED DEFLECTION.
4. DEFLECTION IN DIP BENDS AND FITTINGS SHALL NOT EXCEED 3 DEGREES OR MANUFACTURER'S PUBLISHED ALLOWED DEFLECTION.
5. TEST PRESSURE FOR PIPE SHALL BE 200 PSI.
6. ALL CONNECTIONS TO EXISTING WATERLINES (EXCEPT THOSE BEING HOT TAPPED) & OF EXISTING WATER SERVICES SHALL NOT BE EXECUTED UNTIL SUCCESSFUL COMPLETION OF MAINLINE TESTING.
7. NO JOINTS OR FITTINGS SHALL BE INSTALLED WITHIN 10' OF KNOWN SEWERLINE CROSSINGS UNLESS OTHERWISE SPECIFIED IN DRAWINGS OR APPROVED BY MIDVALE CITY.
8. ALL DISCONNECTIONS FROM EXISTING 16" JORDAN VALLEY WATERLINE REQUIRING A SHUTDOWN SHALL NOT BE EXECUTED BETWEEN JUNE 15TH & SEPTEMBER 15TH.

FILE NAME: PROJECTS\141 — MIDVALE CITY\28.200 JVWCD RETAIL TAKEOVER DESIGN\CAD\WORKING\PP-7 900 EAST 3.DWG
FILE DATE: 1.23.2019 09:06:18 (JRB)

HANSEN ALLEN & LUCE, INC. ENGINEERS

PROFESSIONAL ENGINEER — No. 8527746-2202 — TYLER G. ALLEN — 1/23/2019 — STATE OF UTAH

DESIGNED	TGA, JRB	3				
DRAFTED	JRB	2				
CHECKED	MEA	1				
DATE	JANUARY 2019	NO.	DATE	REVISIONS	BY	APVD.

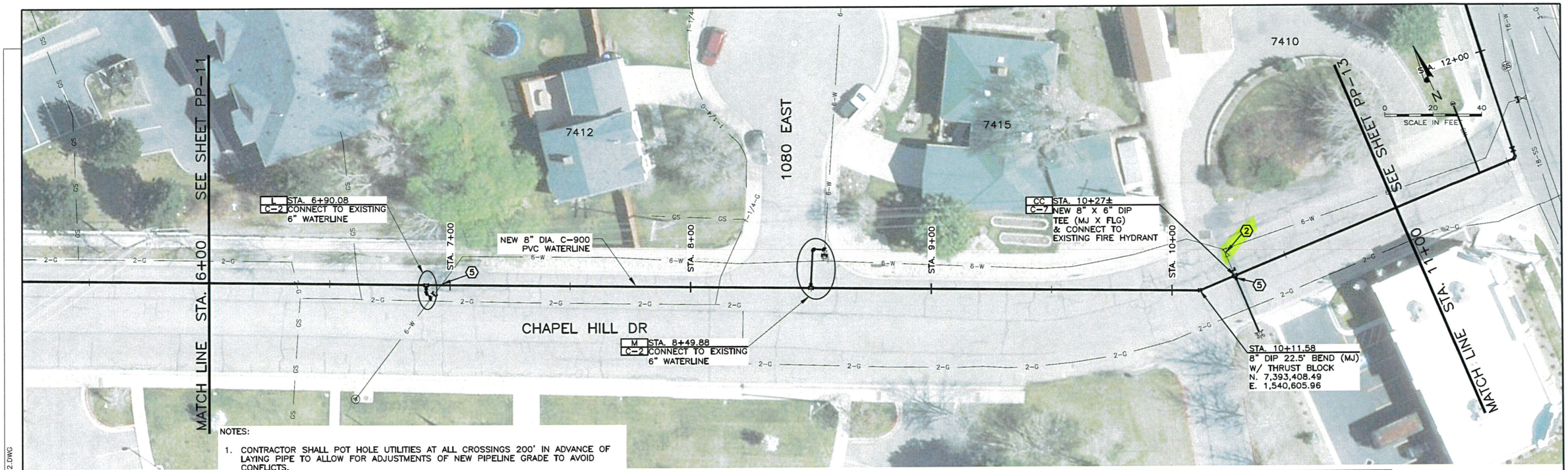
SCALE: AS SHOWN

MIDVALE CITY

JVWCD RETAIL AREA TAKEOVER DESIGN
PLAN AND PROFILE – 900 EAST
STA. 11+00 TO STA. 14+72.56

SHEET PP-7
141.28.200

10/07



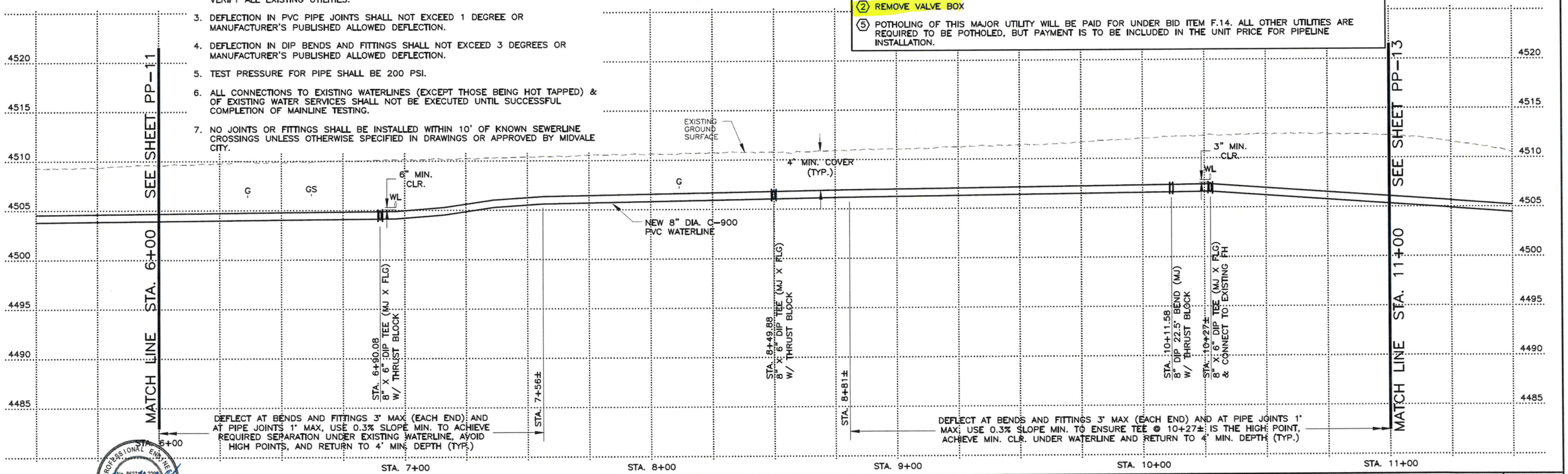
NOTES:

1. CONTRACTOR SHALL POT HOLE UTILITIES AT ALL CROSSINGS 200' IN ADVANCE OF LAYING PIPE TO ALLOW FOR ADJUSTMENTS OF NEW PIPELINE GRADE TO AVOID CONFLICTS.
2. EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR MUST FIELD VERIFY ALL EXISTING UTILITIES.
3. DEFLECTION IN PVC PIPE JOINTS SHALL NOT EXCEED 1 DEGREE OR MANUFACTURER'S PUBLISHED ALLOWED DEFLECTION.
4. DEFLECTION IN DIP BENDS AND FITTINGS SHALL NOT EXCEED 3 DEGREES OR MANUFACTURER'S PUBLISHED ALLOWED DEFLECTION.
5. TEST PRESSURE FOR PIPE SHALL BE 200 PSI.
6. ALL CONNECTIONS TO EXISTING WATERLINES (EXCEPT THOSE BEING HOT TAPPED) & OF EXISTING WATER SERVICES SHALL NOT BE EXECUTED UNTIL SUCCESSFUL COMPLETION OF MAINLINE TESTING.
7. NO JOINTS OR FITTINGS SHALL BE INSTALLED WITHIN 10' OF KNOWN SEWERLINE CROSSINGS UNLESS OTHERWISE SPECIFIED IN DRAWINGS OR APPROVED BY MIDVALE CITY.

KEY NOTES

(2) REMOVE VALVE BOX

(5) POTHOLING OF THIS MAJOR UTILITY WILL BE PAID FOR UNDER BID ITEM F.14. ALL OTHER UTILITIES ARE REQUIRED TO BE POTHOLED, BUT PAYMENT IS TO BE INCLUDED IN THE UNIT PRICE FOR PIPELINE INSTALLATION.



FILE NAME: PROJECTS\141 - MIDVALE CITY\28.200 JVWCD RETAIL TAKEOVER DESIGN\CAD\WORKING\PP-12 CHAPEL HILL DR 2.DWG
FILE DATE: 1.22.2019 09:16 (JRB)

HANSEN ALLEN & LUCE INC. ENGINEERS

PROFESSIONAL ENGINEER No. 8527746-2202 STATE OF UTAH — PROJECT ENGINEER

DESIGNED	TGA, JRB
DRAFTED	JRB
CHECKED	MEA
DATE	JANUARY 2019

NO.	DATE	REVISIONS	BY	APVD.
3				
2				
1				

SCALE: AS SHOWN

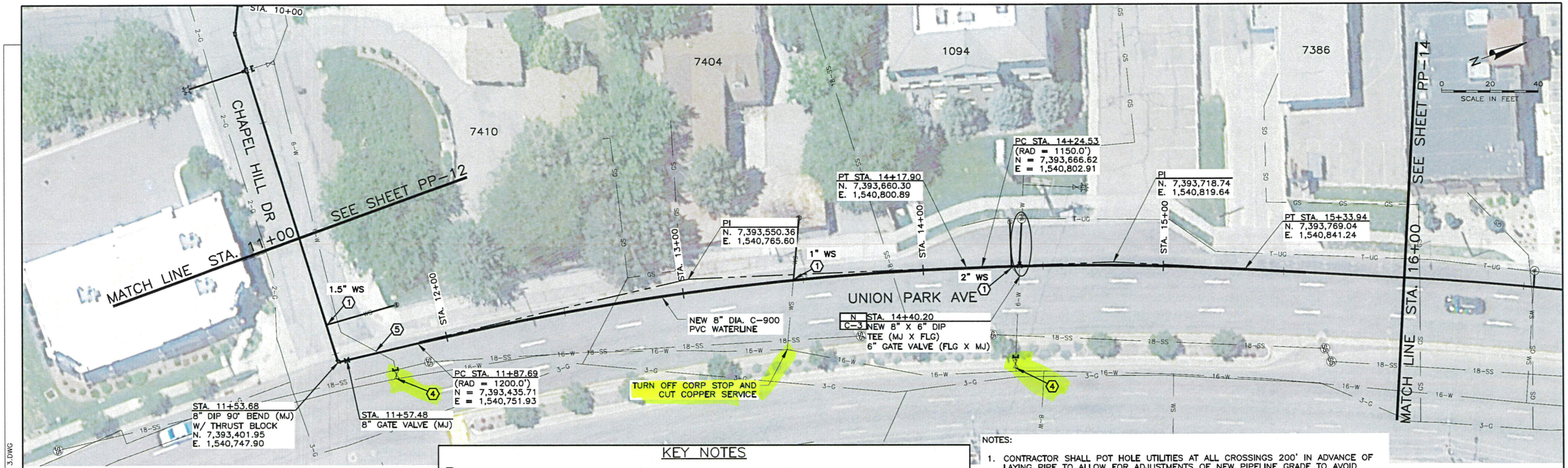
MIDVALE CITY

JVWCD RETAIL AREA TAKEOVER DESIGN
PLAN AND PROFILE – CHAPEL HILL DR.
STA. 6+00 TO STA. 11+00

SHEET PP-12

141.28.200

10/07

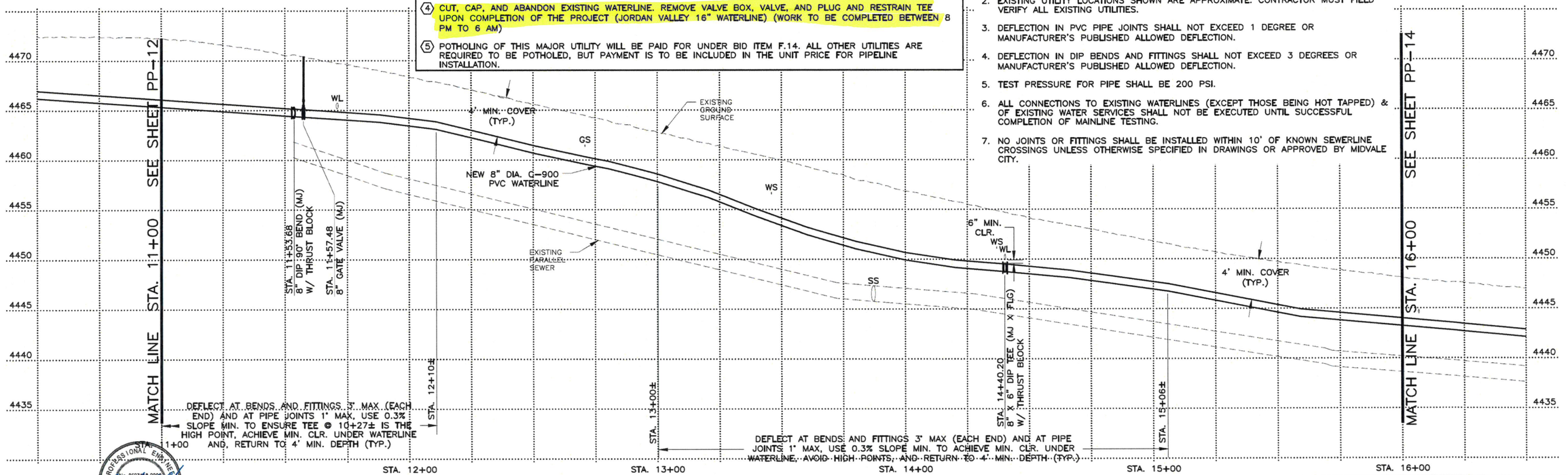


KEY NOTES

1. REPLACE EXISTING GALVANIZED WATER SERVICE WITH TYPE "K" COPPER PIPE AND CONNECT TO NEW 10" WATERLINE
4. CUT, CAP, AND ABANDON EXISTING WATERLINE. REMOVE VALVE BOX, VALVE, AND PLUG AND RESTRAIN TEE UPON COMPLETION OF THE PROJECT (JORDAN VALLEY 16" WATERLINE) (WORK TO BE COMPLETED BETWEEN 8 PM TO 6 AM)
5. POTHOLING OF THIS MAJOR UTILITY WILL BE PAID FOR UNDER BID ITEM F.14. ALL OTHER UTILITIES ARE REQUIRED TO BE POTHOLED, BUT PAYMENT IS TO BE INCLUDED IN THE UNIT PRICE FOR PIPELINE INSTALLATION.

NOTES:

1. CONTRACTOR SHALL POT HOLE UTILITIES AT ALL CROSSINGS 200' IN ADVANCE OF LAYING PIPE TO ALLOW FOR ADJUSTMENTS OF NEW PIPELINE GRADE TO AVOID CONFLICTS.
2. EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR MUST FIELD VERIFY ALL EXISTING UTILITIES.
3. DEFLECTION IN PVC PIPE JOINTS SHALL NOT EXCEED 1 DEGREE OR MANUFACTURER'S PUBLISHED ALLOWED DEFLECTION.
4. DEFLECTION IN DIP BENDS AND FITTINGS SHALL NOT EXCEED 3 DEGREES OR MANUFACTURER'S PUBLISHED ALLOWED DEFLECTION.
5. TEST PRESSURE FOR PIPE SHALL BE 200 PSI.
6. ALL CONNECTIONS TO EXISTING WATERLINES (EXCEPT THOSE BEING HOT TAPPED) & OF EXISTING WATER SERVICES SHALL NOT BE EXECUTED UNTIL SUCCESSFUL COMPLETION OF MAINLINE TESTING.
7. NO JOINTS OR FITTINGS SHALL BE INSTALLED WITHIN 10' OF KNOWN SEWERLINE CROSSINGS UNLESS OTHERWISE SPECIFIED IN DRAWINGS OR APPROVED BY MIDVALE CITY.



FILE NAME: PROJECTS\141 - MIDVALE CITY\28.200 JVWCD RETAIL TAKEOVER DESIGN\CAD\WORKING\PP-13 CHAPEL HILL DR 3.DWG
FILE DATE: 1.23.2019 09:20:02 (JRB)

HANSEN ALLEN & LUCE ENGINEERS

PROFESSIONAL ENGINEER — No. 8627162-2202 — TYLER G. ALLEN — STATE OF UTAH

PROJECT ENGINEER

DESIGNED	TGA, JRB	3				
DRAFTED	JRB	2				
CHECKED	MEA	1				
DATE	JANUARY 2019	NO.	DATE	REVISIONS	BY	APVD.

SCALE: AS SHOWN

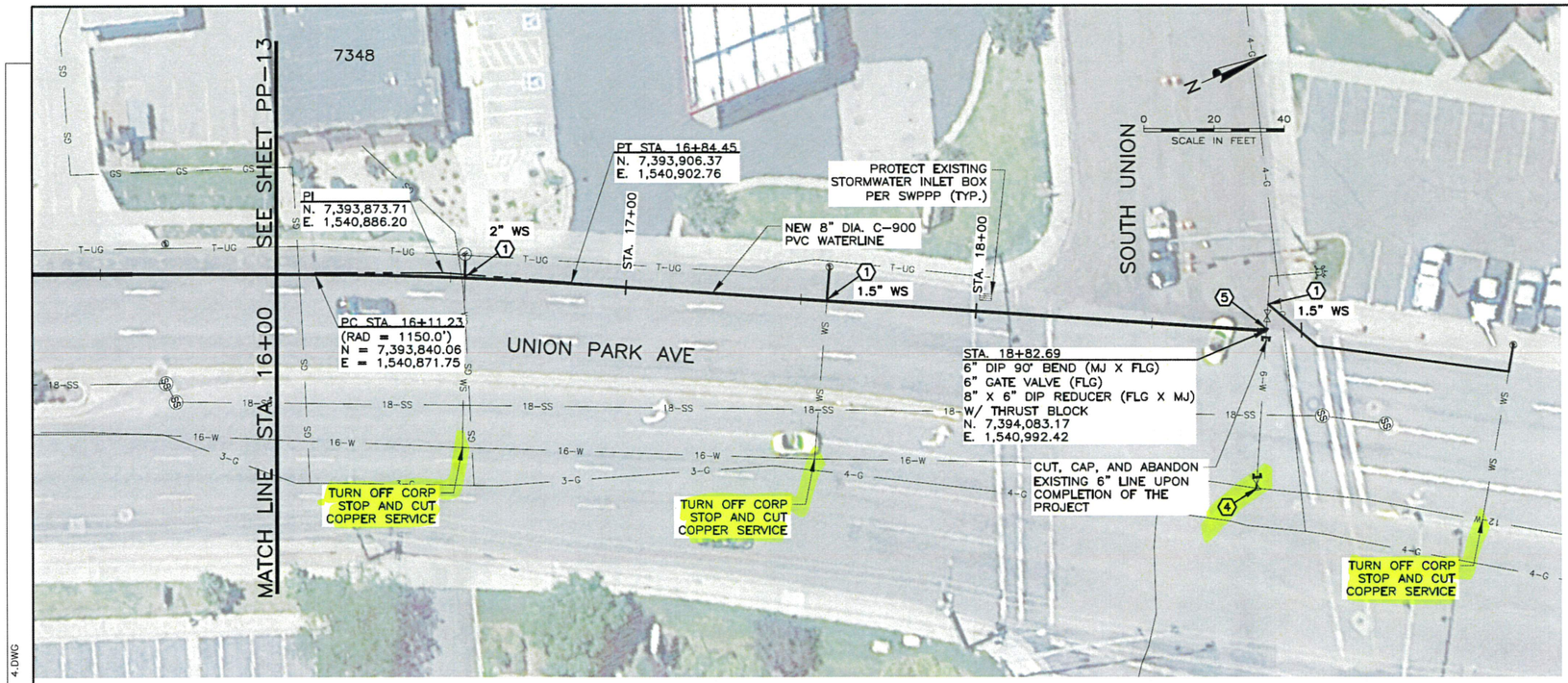
MIDVALE CITY

JVWCD RETAIL AREA TAKEOVER DESIGN
PLAN AND PROFILE – CHAPEL HILL DR.
STA. 11+00 TO STA. 16+00

SHEET PP-13

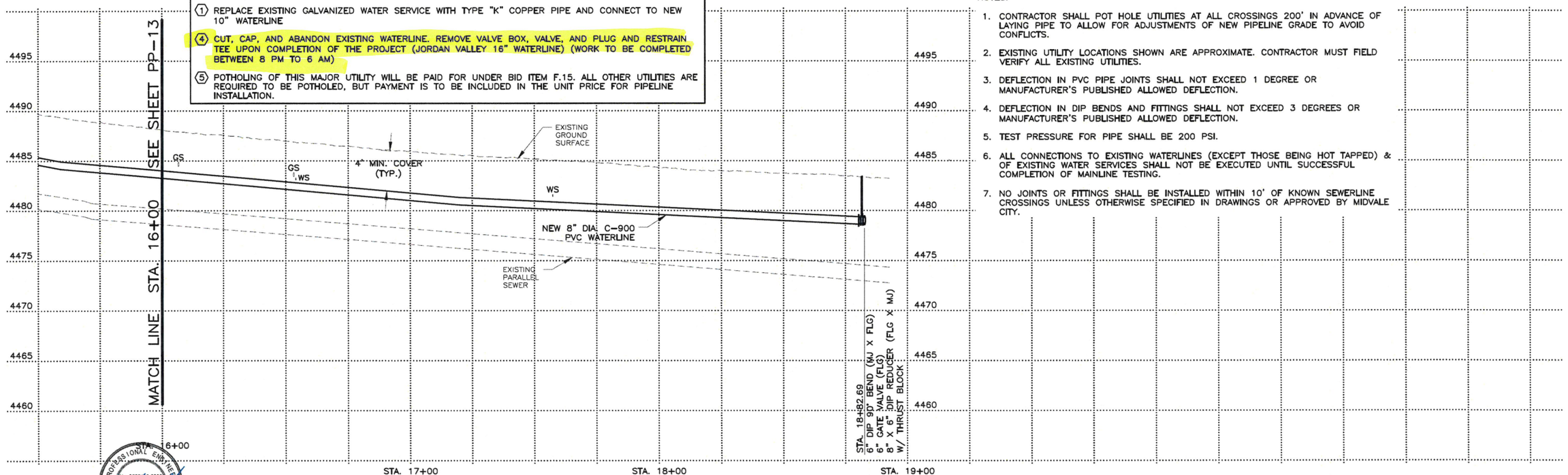
141.28.200

10/07



KEY NOTES

1. REPLACE EXISTING GALVANIZED WATER SERVICE WITH TYPE "K" COPPER PIPE AND CONNECT TO NEW 10" WATERLINE
4. CUT, CAP, AND ABANDON EXISTING WATERLINE. REMOVE VALVE BOX, VALVE, AND PLUG AND RESTRAIN TEE UPON COMPLETION OF THE PROJECT (JORDAN VALLEY 16" WATERLINE) (WORK TO BE COMPLETED BETWEEN 8 PM TO 6 AM)
5. POTHOLING OF THIS MAJOR UTILITY WILL BE PAID FOR UNDER BID ITEM F.15. ALL OTHER UTILITIES ARE REQUIRED TO BE POTHOLED, BUT PAYMENT IS TO BE INCLUDED IN THE UNIT PRICE FOR PIPELINE INSTALLATION.



NOTES:

1. CONTRACTOR SHALL POT HOLE UTILITIES AT ALL CROSSINGS 200' IN ADVANCE OF LAYING PIPE TO ALLOW FOR ADJUSTMENTS OF NEW PIPELINE GRADE TO AVOID CONFLICTS.
2. EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR MUST FIELD VERIFY ALL EXISTING UTILITIES.
3. DEFLECTION IN PVC PIPE JOINTS SHALL NOT EXCEED 1 DEGREE OR MANUFACTURER'S PUBLISHED ALLOWED DEFLECTION.
4. DEFLECTION IN DIP BENDS AND FITTINGS SHALL NOT EXCEED 3 DEGREES OR MANUFACTURER'S PUBLISHED ALLOWED DEFLECTION.
5. TEST PRESSURE FOR PIPE SHALL BE 200 PSI.
6. ALL CONNECTIONS TO EXISTING WATERLINES (EXCEPT THOSE BEING HOT TAPPED) & OF EXISTING WATER SERVICES SHALL NOT BE EXECUTED UNTIL SUCCESSFUL COMPLETION OF MAINLINE TESTING.
7. NO JOINTS OR FITTINGS SHALL BE INSTALLED WITHIN 10' OF KNOWN SEWERLINE CROSSINGS UNLESS OTHERWISE SPECIFIED IN DRAWINGS OR APPROVED BY MIDVALE CITY.

FILE NAME: PROJECTS\141 - MIDVALE CITY\28.200 JVWCD RETAIL TAKEOVER DESIGN\CAD\WORKING\PP-14 CHAPEL HILL DR 4.DWG
FILE DATE: 1.23.2019 09:26:50 (JRB)

HANSEN ALLEN & LUCE ENGINEERS

PROFESSIONAL ENGINEER No. 8527710-2202 TYLER G. ALLEN STATE OF UTAH
PROJECT ENGINEER

DESIGNED	TGA, JRB	3			
DRAFTED	JRB	2			
CHECKED	MEA	1			
DATE	JANUARY 2019	NO.	DATE	REVISIONS	BY / APVD.

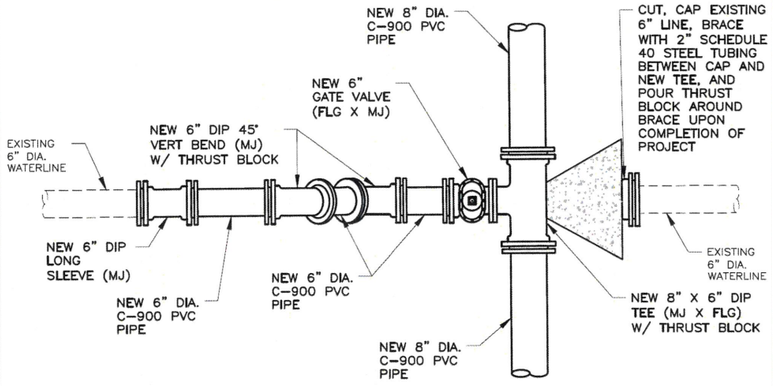
SCALE: AS SHOWN

MIDVALE CITY

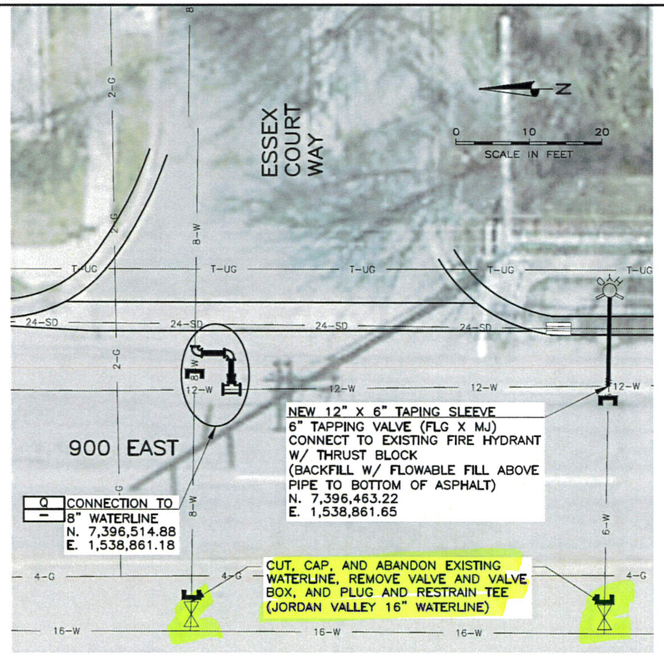
JVWCD RETAIL AREA TAKEOVER DESIGN
PLAN AND PROFILE – CHAPEL HILL DR.
STA. 16+00 TO STA. 18+82.69

SHEET: PP-14
141.28.200

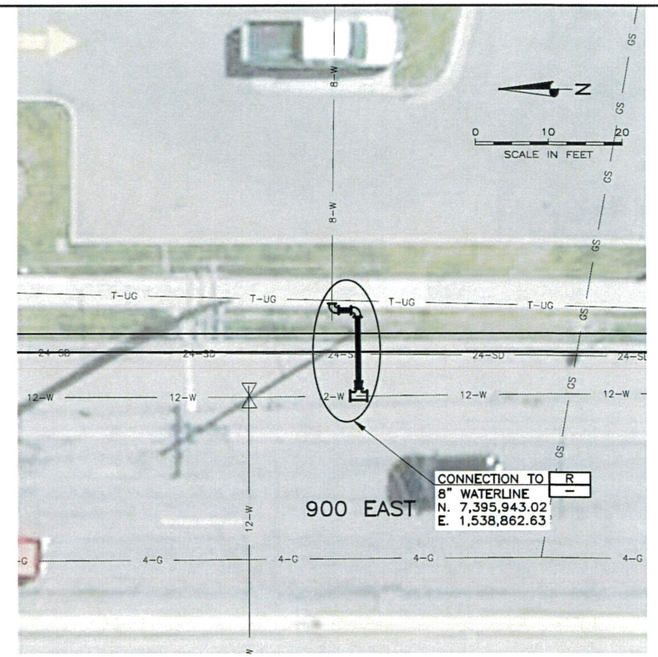
10/07

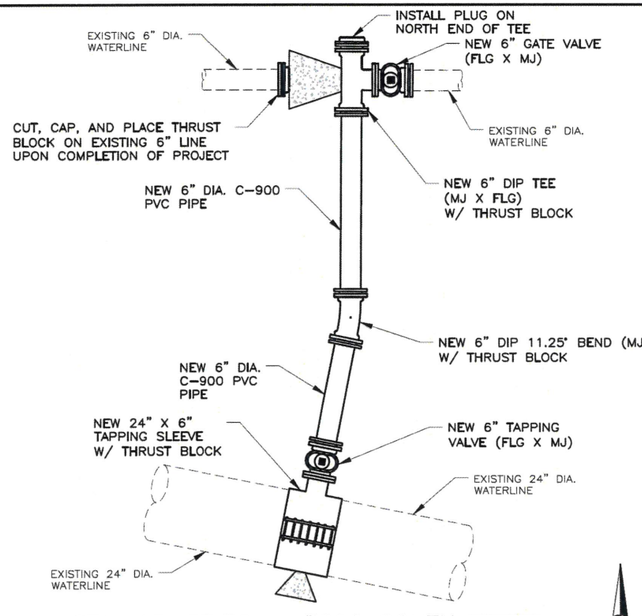


STA. 14+40.20 – CHAPEL HILL DR. N
CONNECTION DETAIL PP-13

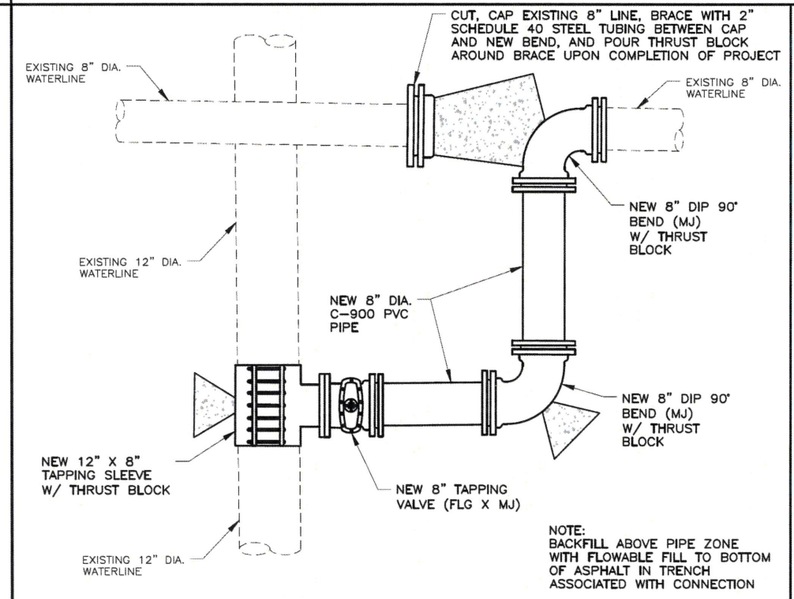


NOTE:
ALL DISCONNECTIONS FROM EXISTING 16" JORDAN VALLEY WATERLINE REQUIRING A SHUTDOWN SHALL NOT BE EXECUTED BETWEEN JUNE 15TH & SEPTEMBER 15TH.



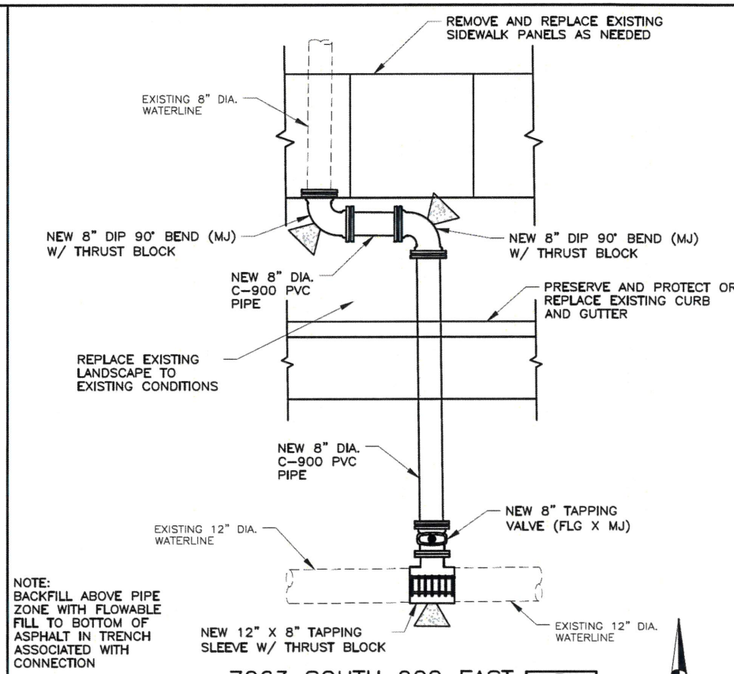


STA. 15+37.70 – 7800 SOUTH P
CONNECTION DETAIL PP-17



NOTE:
BACKFILL ABOVE PIPE ZONE WITH FLOWABLE FILL TO BOTTOM OF ASPHALT IN TRENCH ASSOCIATED WITH CONNECTION

900 EAST ESSEX COURT WAY Q
CONNECTION DETAIL –



NOTE:
BACKFILL ABOVE PIPE ZONE WITH FLOWABLE FILL TO BOTTOM OF ASPHALT IN TRENCH ASSOCIATED WITH CONNECTION

7063 SOUTH 900 EAST R
CONNECTION DETAIL –

FILE NAME: PROJECTS\141 – MIDVALE CITY\28.200 JVWCD RETAIL TAKEOVER DESIGN\CAD\WORKING\C-3 CONNECTIONS.DWG
FILE DATE: 1.23.2019 09:56:00 (JRB)

10/07

HANSEN ALLEN & LUCE ENGINEERS

PROFESSIONAL ENGINEER No. 8527746-2202 TYLER G. ALLEN STATE OF UTAH
PROJECT ENGINEER

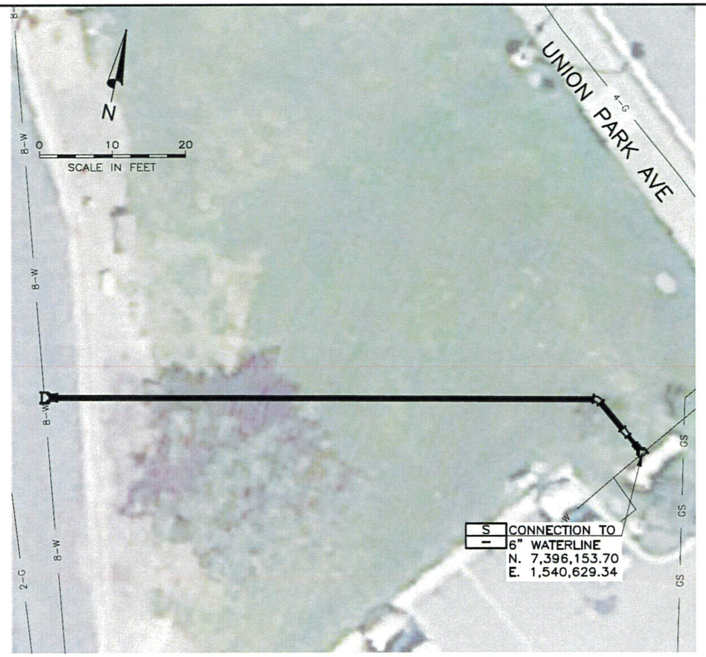
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DRAFTED	JRB	2					
CHECKED	MEA	1					
DATE	JANUARY 2019	NO.	DATE	REVISIONS		BY	APVD.

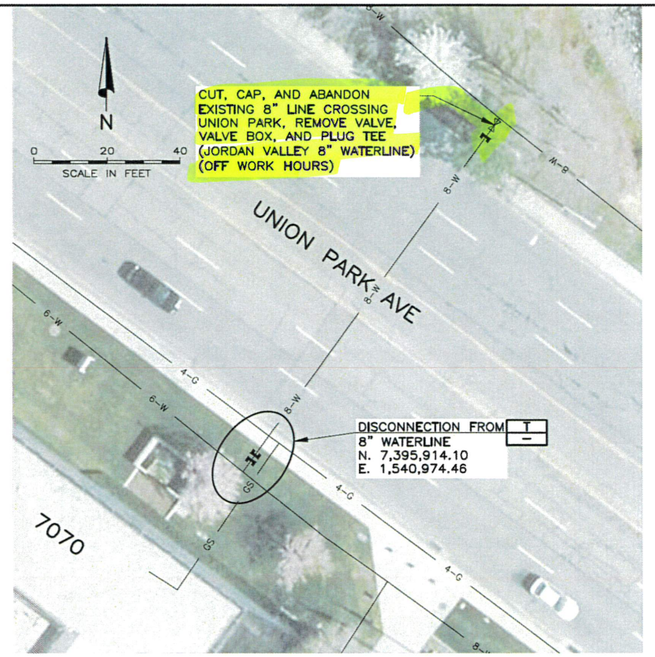
SCALE: NOT TO SCALE

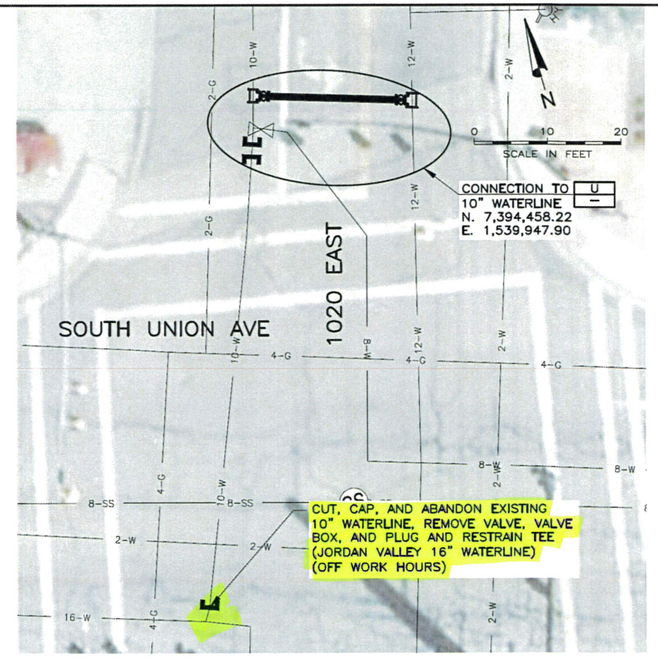
MIDVALE CITY

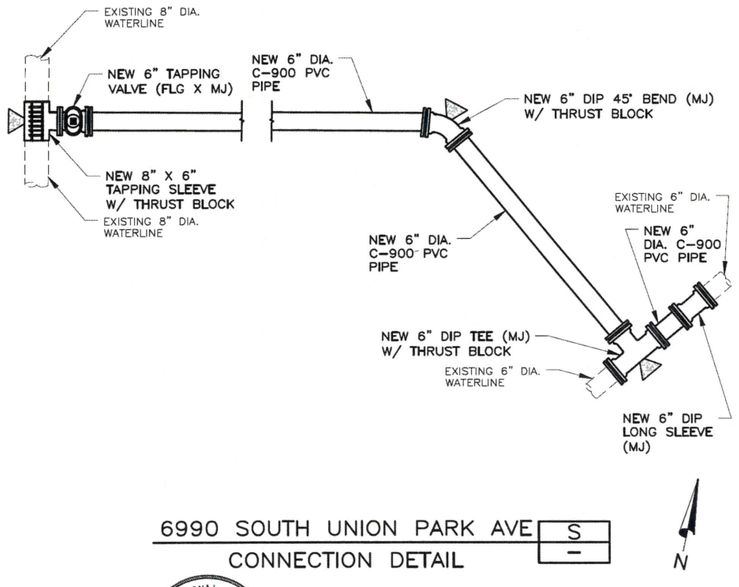
JVWCD RETAIL AREA TAKEOVER DESIGN
CIVIL
CONNECTION DETAILS – SHEET 3

SHEET C-3
141.28.200

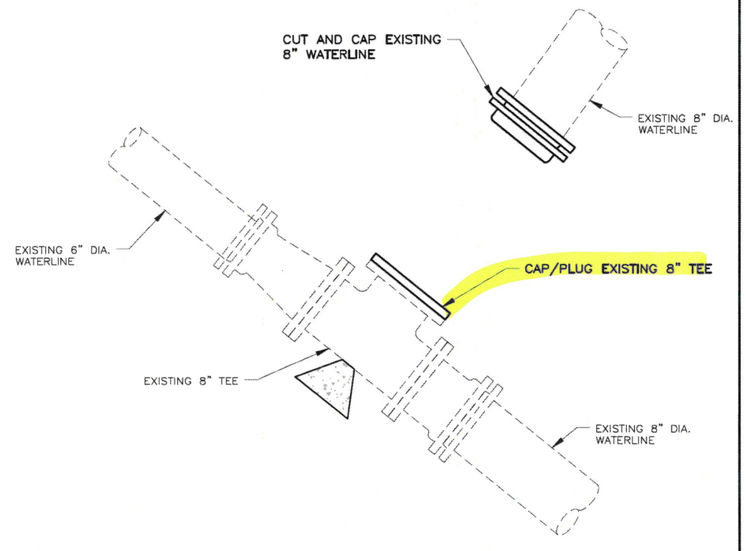




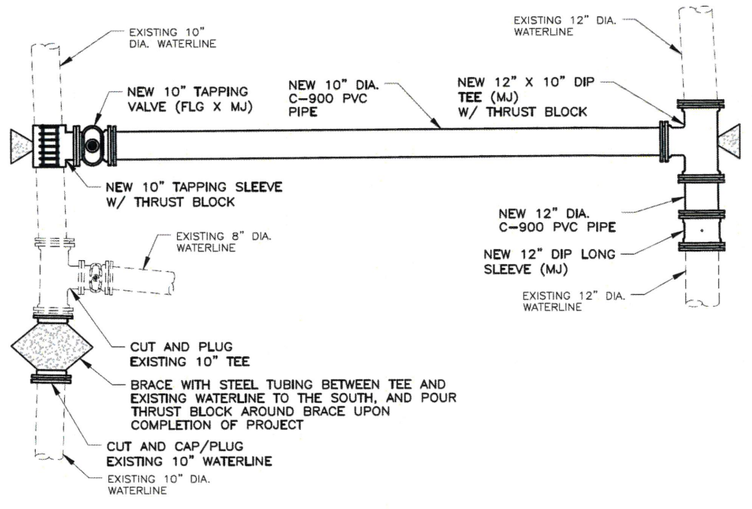




6990 SOUTH UNION PARK AVE — S
CONNECTION DETAIL



7070 SOUTH UNION PARK AVE — T
CONNECTION DETAIL



1000 EAST SOUTH UNION AVE — U
CONNECTION DETAIL

HANSEN ALLEN & LUCE INC. ENGINEERS

PROFESSIONAL ENGINEER — No. 8527710-2202 — TYLER G. ALLEN — 1-23-2019 — STATE OF UTAH

PROJECT ENGINEER

DESIGNED	TGA, JRB	3			
DRAFTED	JRB	2			
CHECKED	MEA	1			
DATE	JANUARY 2019	NO.	DATE	REVISIONS	BY / APVD.

SCALE: NOT TO SCALE

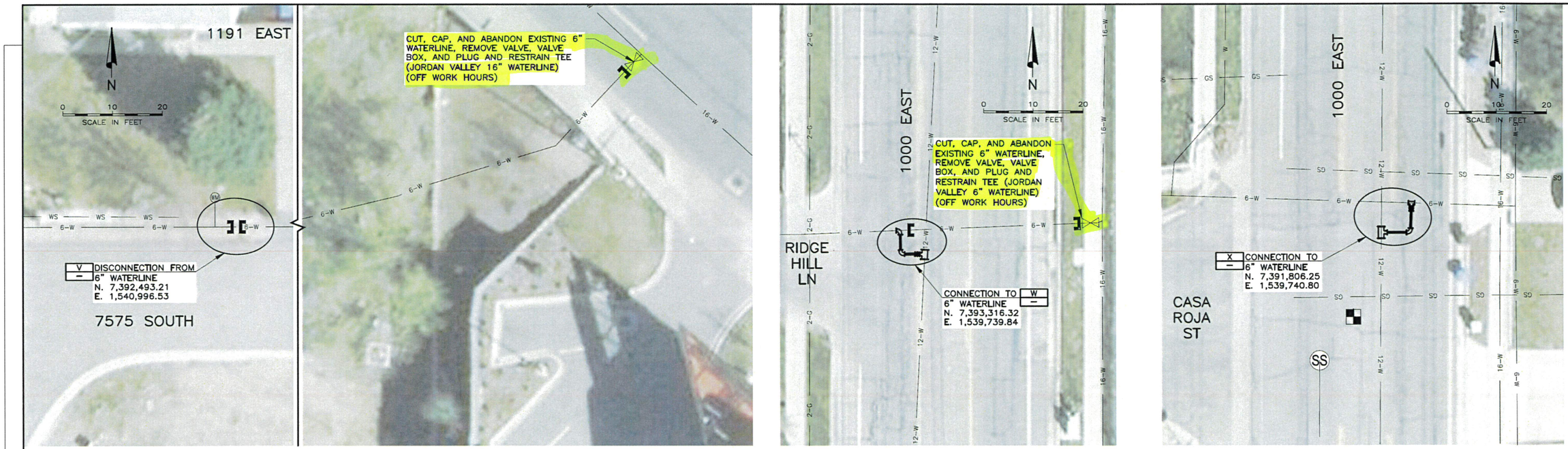
MIDVALE CITY

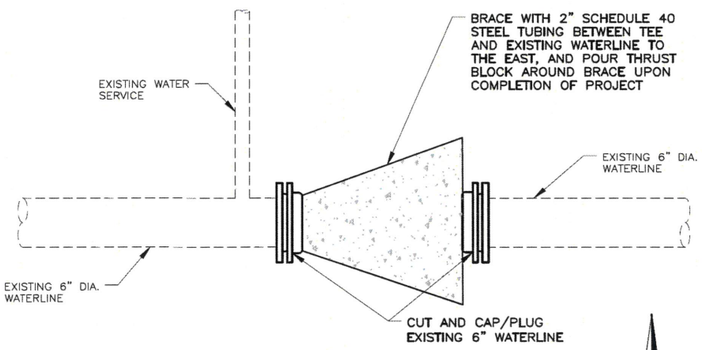
JVWCD RETAIL AREA TAKEOVER DESIGN
CIVIL
CONNECTION DETAILS – SHEET 4

SHEET C-4
141.28.200

FILE NAME: PROJECTS\141 - MIDVALE CITY\28.200 JVWCD RETAIL TAKEOVER DESIGN\CAD\WORKING\C-4 CONNECTIONS.DWG
FILE DATE: 1.23.2019 09:59:29 (JRB)

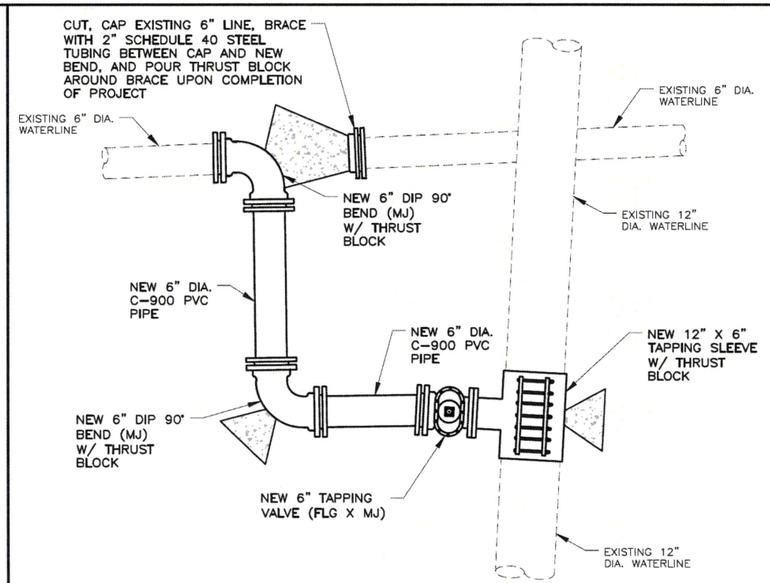
10/07





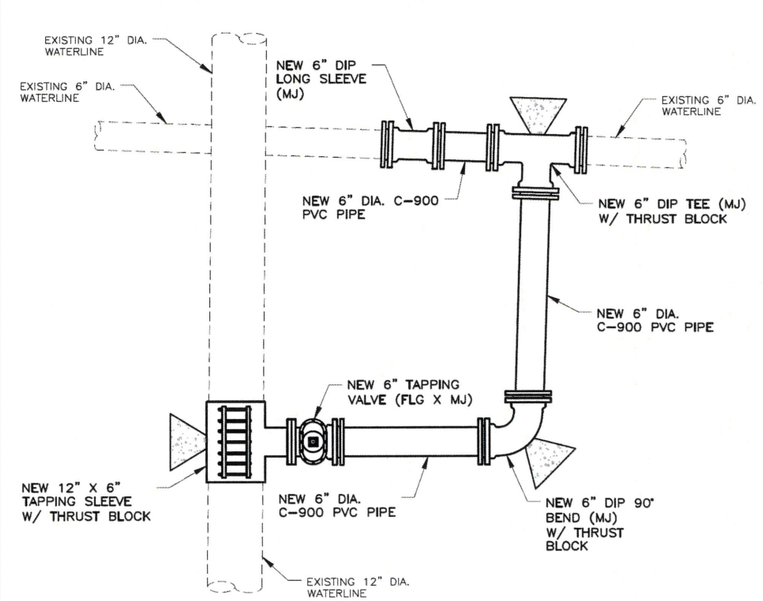
1191 EAST 7575 SOUTH V
CONNECTION DETAIL

N



1000 EAST RIDGE HILL LN. W
CONNECTION DETAIL

N



1000 EAST CASA ROJA ST. X
CONNECTION DETAIL

N

HANSEN ALLEN & LUCE, INC. ENGINEERS

PROFESSIONAL ENGINEER No. 8527510-2202 TYLER G. ALLEN STATE OF UTAH
PROJECT ENGINEER

DESIGNED	TGA, JRB	3				
DRAFTED	JRB	2				
CHECKED	MEA	1				
DATE	JANUARY 2019	NO.	DATE	REVISIONS	BY	APVD.

SCALE: NOT TO SCALE

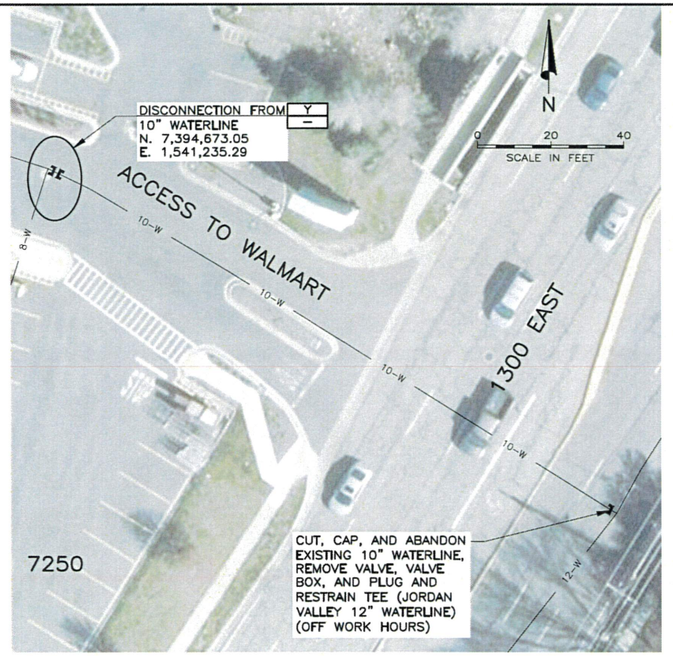
MIDVALE CITY

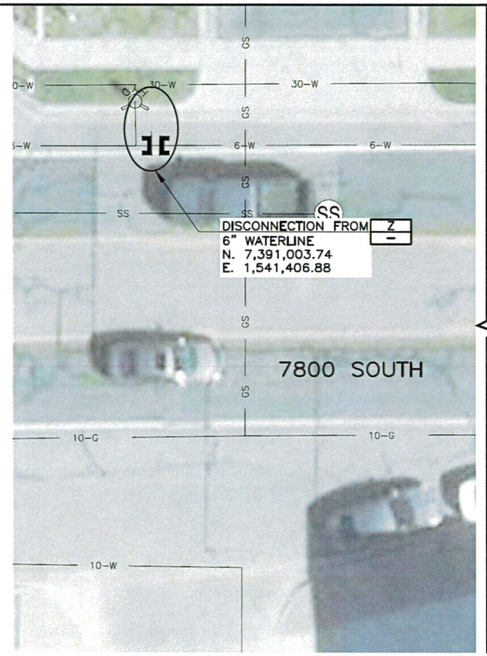
JVWCD RETAIL AREA TAKEOVER DESIGN
CIVIL
CONNECTION DETAILS – SHEET 5

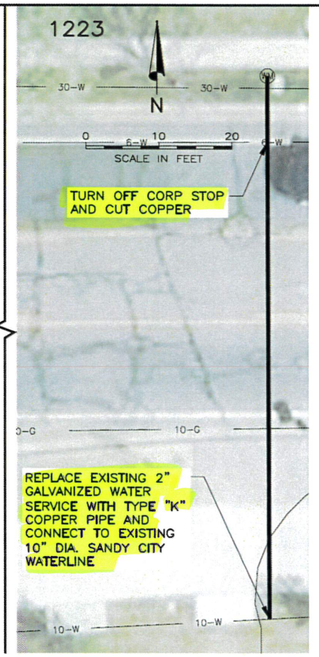
SHEET C-5
141.28.200

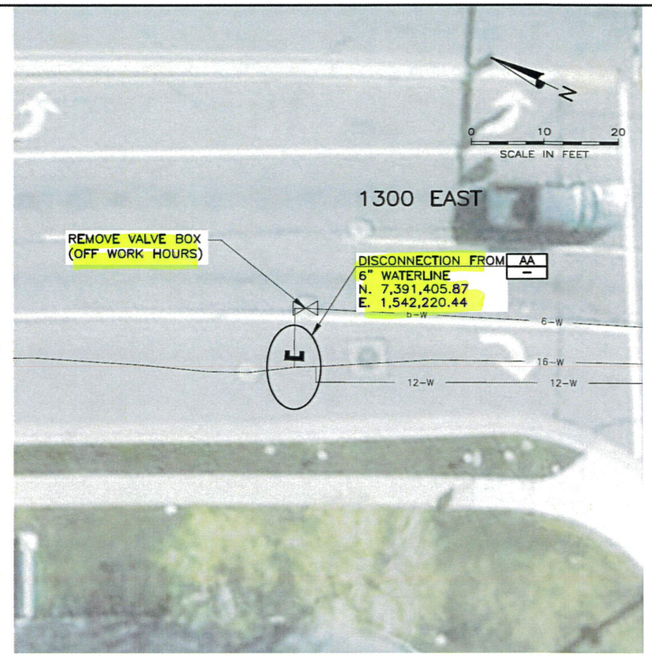
FILE NAME: PROJECTS\141 – MIDVALE CITY\28.200 JVWCD RETAIL TAKEOVER DESIGN\CAD\WORKING\C-5 CONNECTIONS.DWG
FILE DATE: 1.23.2019 10:18:42 (JRB)

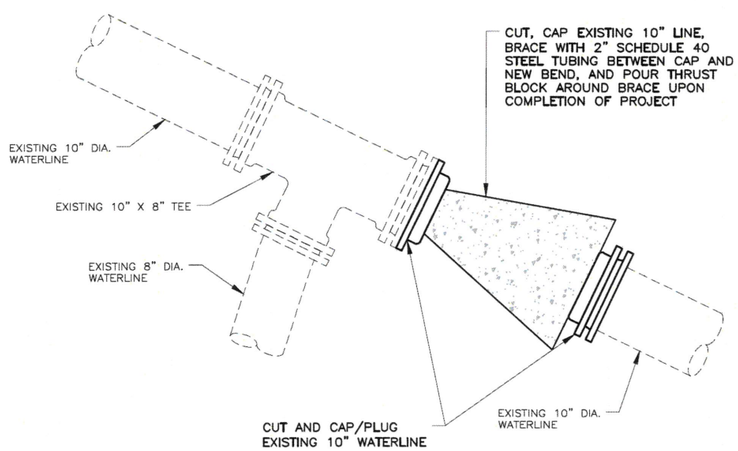
10/07





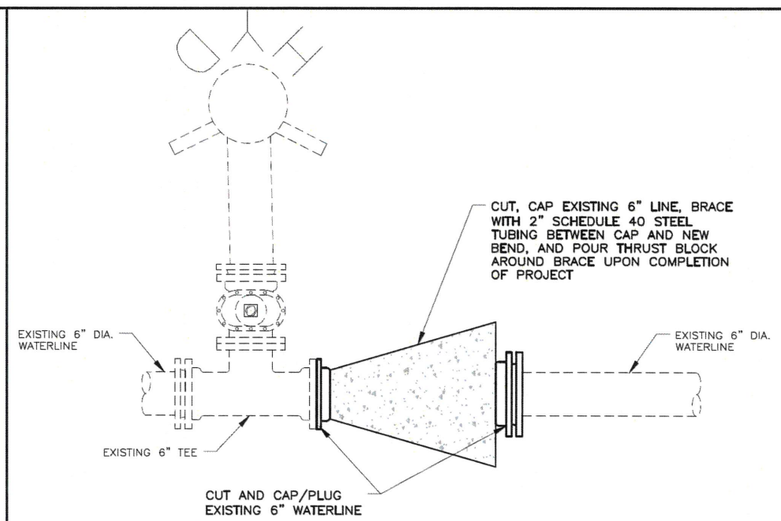






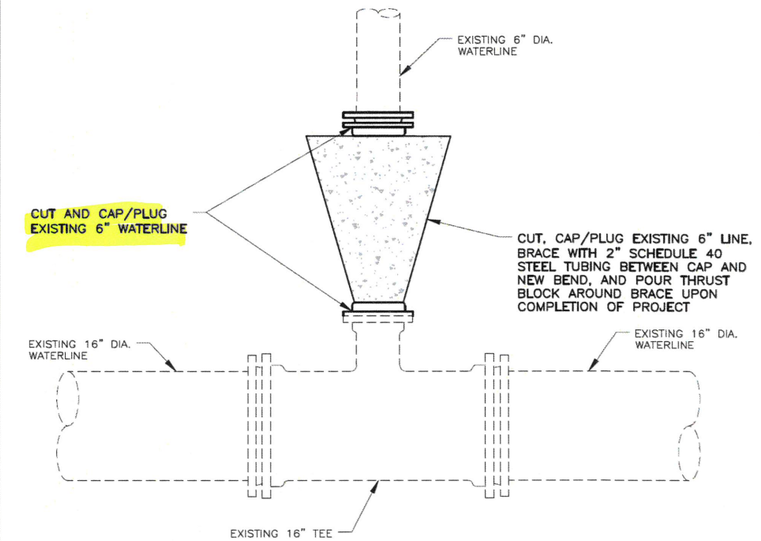
7250 SOUTH 1300 EAST CONNECTION DETAIL Y –

N



1223 EAST 7800 SOUTH CONNECTION DETAIL Z –

N



1300 EAST 7800 SOUTH CONNECTION DETAIL AA –

N

FILE NAME: PROJECTS\141 – MIDVALE CITY\28.200 JVWCD RETAIL TAKEOVER DESIGN\CAD\WORKING\C-6 CONNECTIONS.DWG
FILE DATE: 1.23.2019 10:22:07 (JRB)

10/07

HANSEN ALLEN & LUCE Inc. ENGINEERS

PROFESSIONAL ENGINEER No. 8527510-2202 TYLER G. ALLEN STATE OF UTAH

PROJECT ENGINEER

DESIGNED	TGA, JRB	3					
DRAFTED	JRB	2					
CHECKED	MEA	1					
DATE	JANUARY 2019	NO.	DATE	REVISIONS		BY	APVD.

SCALE NOT TO SCALE

MIDVALE CITY

JVWCD RETAIL AREA TAKEOVER DESIGN
CIVIL
CONNECTION DETAILS – SHEET 6

SHEET C–6

141.28.200

EXHIBIT 2

JVWCD Retail Area Takeover Design - District Improvements Construction Cost

Item No.	Description	Qty	Unit	Unit Cost	Total Cost
C.8	Remove Valve, Valve Box, and Plug Tee on Existing Waterline (Jordan Valley 16" Waterline) - 900 East	7	EA	$4,980	$34,860
C.10	Turn Off Corp Stop & Cut Service - 900 East	1	EA	$3,460	$3,460
F.9	Remove Valve, Valve Box, and Plug Tee on Existing Waterline (Off Work Hours) - Chapel Hill Drive	3	EA	$4,240	$12,720
F.18	Turn off Corp Stop & Cut Service - Chapel Hill Drive	4	EA	$2,335	$9,340
G.7	Install 2" Water Service - 1175 East 7800 South	1	LS	$11,650	$11,650
H.10	Remove Valve, Valve Box, and Plug Tee on Existing Jordan Valley Waterline - 900 East Essex Court Way Connection	2	EA	$5,040	$10,080
H.11	Remove Valve, Valve Box, and Plug Tee on Existing Jordan Valley Waterline (Off Work Hours) - 7070 South Union Park Ave Connection, 1191 East 7575 South Connection, & 1000 East Ridge Hill Ln. Connection, 1020 East South Union Ave. Connection, Union Park Ave. 7800 South, 7250 South Union Park Ave.	5	EA	$5,210	$26,050
	Total Cost of District Improvements:				**$108,160**

EXHIBIT 3

BILL OF SALE

WHEREAS, Midvale City, a municipality organized and existing under Utah law ("City), has executed with Jordan Valley Water Conservancy District, a local district organized and existing under Utah law ("District"), that certain Agreement for Construction and Cost-Sharing of the JVWCD Retail Takeover Design Project (the "Agreement"); and,

WHEREAS, the City has agreed to convey to the District all of the City's right, title, and interest in and to all of the "District Improvements," which are more specifically described in Exhibit 1 attached to the Agreement and are described in the City's plans and specifications for the Project described in the Agreement; and,

WHEREAS, a Bill of Sale is to be executed by the City and delivered to the District, pursuant to the Agreement, within 30 days following the District's acceptance of the completed District Improvements;

NOW, THEREFORE, the City does hereby transfer, assign, sell, convey, give, and deliver all of its right, title, and interest in and to the District Improvements to the District, without condition or reservation. The City warrants and represents to the District that: (a) the title conveyed is good, absolute, and without defect; (b) all labor, material, equipment, rental, power, services, and other costs incurred in, or related to, the design, fabrication, construction, installation, operation, maintenance, inspection, testing, and disinfection of the District Improvements have been fully paid and discharged; (c) there are no liens or encumbrances against the District Improvements; and, (d) the City has authority to execute and deliver this Bill of Sale.

"Midvale City"

Dated: _____ By: _____

Its: _____

MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date: May 21, 2019

SUBJECT: **Consideration of Resolution No. 2019-R-19 Amending Midvale City's water purchase agreement with Jordan Valley Water Conservancy District**

SUBMITTED BY: **Keith Ludwig, P.E., City Engineer**

SUMMARY:

JVWCD provides retail water service to roughly 500 residential and retail customers in the 1000 East area of the City. In 2014 the City and JVWCD signed a Memorandum of Understanding with outlined the plan to transfer JVWCD retail customers to the City.

For the City to accommodate this increase in demand for water, we need to amend the Water Purchase Agreement between the City and JVWCD which was entered in 2017. The increase of 885 acre-feet is based on the current use of these retail costumers. This will bring our yearly wholesale water purchase to 3,085 acre-feet.

This Amendment was discussed and approved by the JVWCD Board of Trustees last Wednesday night at their monthly Board Meeting.

I am asking for you to suspend the rules so that this Amendment can be approved tonight.

FISCAL IMPACT: The amount charged by JVWCD for this water will be covered by fees charged by the City to its retail costumers.

STAFF'S RECOMMENDATION AND MOTION:

I move that we suspend the rules and approve Resolution No. 2019-R-19, approving the Amendment to Midvale City Water Purchase Agreement and Petition, and authorize the Mayor to sign the Amendment.

Attachments:

Resolution
Agreement

RESOLUTION NO. 2019-R-19

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT TO MIDVALE CITY WATER PURCHACE AGREMENT BETWEEN MIDVALE CITY AND THE JORDAN VALLEY WATER CONSERVANCY DISTRICT (JVWCD) FOR PROVIDING CULINARY WATER FOR THE JVWCD 10th EAST RETIAL SERVICE AREA

WHEREAS, Midvale City annexed the JVWCD 10th East retail service area in 1998; and

WHEREAS, this area is included in the JVWCD boundary, and as such has a property tax levy to JVWCD; and

WHEREAS, the City and JVWCD have a MOU which outlines the desire for the Districts 10th East Retail Area to be serviced by the City; and

WHEREAS, the City had plans drawn up to accommodate the connection of this area to the City's culinary water distribution system, and has a contractor in place to effect these changes; and

WHEREAS, it is the desire of Midvale City to begin purchasing wholesale water for this area from JVWCD after June of 2019.

NOW THEREFORE BE IT RESOLVED, based on the foregoing, the Midvale City Council does hereby approve the Amendment to Midvale City Water Purchase Agreement and Petition between Midvale City and the JVWCD and authorizes the Mayor to sign the same.

APPROVED AND ADOPTED this 21st day of May 2019.

_____
Robert M. Hale, Mayor

ATTEST:

_____
Rori L. Andreason, MMC
City Recorder

Voting by the City Council	"Aye"	"Nay"
Bryant Brown	_____	_____
Paul Glover	_____	_____
Quinn Sperry	_____	_____
Paul Hunt	_____	_____
Dustin Gettel	_____	_____

AMENDMENT TO MIDVALE CITY WATER PURCHASE AGREEMENT
AND PETITION

This Amendment Agreement is made as of _____, 2019, by and between the Jordan Valley Water Conservancy District, a local district organized under the laws of the State of Utah ("District"), and Midvale City, a Utah municipality ("Purchaser").

RECITALS:

A. The parties entered into the "Midvale City Water Purchase Agreement and Petition," made as of July 12, 2017 (the "Contract"); and,

B. The parties amended the Contract to adjust the amount of water to be purchased by Purchaser in the "Amendment to Midvale City Water Purchase Agreement and Petition," made as of November 29, 2017; and,

C. The parties now desire to amend the Contract again, consistent with the terms of this Agreement, to adjust the amount of water to be purchased by Purchaser and to add a new point of delivery.

TERMS:

The parties agree as follows:

1. Exhibit A of the Contract is hereby amended to read as set forth on Attachment 1 to this Agreement.

2. Exhibit B of the Contract is hereby amended to read as set forth on Attachment 2 to this Agreement.

3. Exhibit C of the Contract is hereby amended to read as set forth in Attachment 3 to this Agreement.

4. This Agreement amends only Exhibit A, B, and C of the Contract. All other terms and conditions of the Contract remain the same, are not affected by this Agreement, and are binding on all parties to this Agreement.

"District":

ATTEST: Jordan Valley Water Conservancy District

_____ By: _____

Richard P. Bay, Clerk

Its: _____

"Purchaser":

ATTEST: Midvale City

_____ By: _____

Its: _____

EXHIBIT A

MINIMUM AMOUNT OF WATER

YEAR	MINIMUM AMOUNT (AF)
2019	2,450
2020, and each year thereafter	3,085

EXHIBIT B

POINTS OF DELIVERY, CAPACITY, AND FLOW RATES

ADDRESS	METER INFORMATION	CONTRACT CAPACITY
	DIAMETER (INCHES)	MAXIMUM DAILY FLOW RATES[(a)] (GPM)
NON-PUMPED:		
175 East 7500 South (East)	6”	50
175 East 7500 South (West)	6”	0
175 West 7500 South	10”	50
7613 South 700 East	16”	1,064
1200 East 9400 South	12”	200
1000 East 7800 South	14”	549
2019 and thereafter TOTAL:		1,913 GPM

Notes:

(a) Maximum average flow rate over twenty-four (24) hours (GPM) for each meter station. If there are multiple meters at one (1) address, the maximum flow rate limit will apply to the combined total of all meters at a specific meter station address.

EXHIBIT C

WATER RATE EFFECTIVE THROUGH JUNE 30, 2019

PRESSURE ZONE	RATE ($/AF)
Non-pumped	$377.46
Notes:	

MIDVALE CITY COUNCIL SUMMARY REPORT

Meeting Date:

SUBJECT: Discussion of Municipal Fee Schedule

SUBMITTED BY: Bryce K Haderlie, Assistant City Manager/Administrative Services Director

SUMMARY: The Council will review the proposed changes to Municipal Fee Schedule and provide input to staff on the fees that will be incorporated into the document set for the June 18, 2019 adoption. Departments have evaluated actual cost of providing the services and utilities and are proposing the changes to cover those expenses. The utility rates were discussed at the May 7th meeting and are set to collect sufficient revenue to cover the ongoing operations budgets and project requests made in the budget retreat.

FISCAL IMPACT: Exact dollar amount unknown.

STAFF'S RECOMMENDATION AND MOTION: No motion required. Council discussion and direction only.

Attachments: Proposed Municipal Fee Schedule

MIDVALE CITY

MUNICIPAL FEE SCHEDULE FOR FY 2019

DESCRIPTION	CURRENT FY 2018
Administrative Fees	
Return Check (NSF, etc.)	$30.00
Animal Control Fees: Refer to the latest fee schedule adopted by Salt Lake County Animal Services	
Building Permit Fees	
Building Permit Fees	Contact Building Official
Building Rental Fees	
Alexander Dahl Community Room	$200 Security Deposit
- Rental Fee up to 4 hour usage	$120 plus employee overtime (Dependent upon employee pay rate)
- Rental Fee for 4.5 hour usage and above	Additional $120 plus employee overtime (Dependent upon employee pay rate)
- ADDITIONAL FEES MAY APPLY	See Use Agreement
Midvale Community Center	$200 Security Deposit
- Rental Fee up to 4 hour usage	$120 plus employee overtime (Dependent upon employee pay rate)
- Rental Fee for 4.5 hour usage and above	Additional $120 plus employee overtime (Dependent upon employee pay rate)
- ADDITIONAL FEES MAY APPLY	See Use Agreement
Bingham Junction Park Pavilion	
- Half Day 10am to 4 pm - Resident or Midvale Business	$25
- Half Day 10 am to 4 pm - Non-Resident or Non-Midvale Business	$50
- Full Day - Resident or Midvale Business	$40
- Full Day - Non-Resident or Non-Midvale Business	$80
City Park Bowery	
Resident	$150.00
Non-Resident	$200.00
Auditorium Performing Arts Center (Arts Council)	

MIDVALE CITY

MUNICIPAL FEE SCHEDULE FOR FY 2019

DESCRIPTION	CURRENT FY 2018
Resident	$500 Deposit - $75/day plus any departmental impact fees
Non-Resident	$500 Deposit - $125/day plus any departmental impact fees
City Park Amphitheater (Arts Council)	
Resident	$500 Deposit - $150/day plus any departmental impact fees
Non-Resident	$500 Deposit - $200/day plus any departmental impact fees
Business License Fees	
Home Occupation Base Fee	$94.00
Commercial Business Base Fee	$137.00
Commercial, Home Occupation and Rental Renewal	$19.00
Non-Rental Renewal	$19.00
Rental Base Fee	~~$60.00~~ $143.00
Rental Renewal	$102.00
Good Landlord Single Family Non-participatory (per door)	$80.00
Good Landlord Single Family Non-participatory - Renewal (per door)	$80.00
Good Landlord Duplex Non-participatory (per door)	$42.00
Good Landlord Duplex Non-participatory - Renewal (per door)	$42.00
Good Landlord Apartments 3+ Non-participatory (per door)	$33.00
Good Landlord Apartments 3+ Non-participatory - Renewal (per door)	$33.00
Good Landlord Participating (per door, all)	$7.00
Good Landlord Participating - Renewal (per door, all)	$7.00
Beauty Salon Booth Rental	$68.00
Mass Gathering	$20.00
Itinerant Merchant Base Fee	$100.00
Solicitor	$45.00
SOB/Escort	$84.00 each principal, escort, driver, or bodyguard - Requires Background
Other Variable Fees: (in addition to base)	
Alcohol Establishment	$300.00
Alchol - Single Event	$25.00
Bar/Lounge	$215.00

MIDVALE CITY

MUNICIPAL FEE SCHEDULE FOR FY 2019

DESCRIPTION	CURRENT FY 2018
Big Box Retail	$400.00
Commercial Retail	$110.00
Convenience/Gas	$100.00
Construction/Contractor	$50.00
Education	$500.00
Food Truck	$25.00
Health	$500.00
Hotels	$180.00
Pawn Shop	$400.00
Personal Services	$50.00
Professional Services	$30.00
Rental Units	$83.00
Restaurant	$300.00
Storage Units	$330.00
Taxi	$60.00 per vehicle
Tobacco	$22.00
~~Vending Carts~~	~~$18.00~~
Business Bonding Fees	
Christmas tree sales	$200.00
Auctions and auctioneers	$1,000.00
Pawn shops, secondhand dealers	$1,000.00
Public recreation	$1,000,000.00 bodily injury (per person and per occasion) $1,000,000.00 property damage
Fireworks	$1,000.00
Sexually oriented businesses	$2,000.00 (replenishable)
Cemetery Fees	
Sale Price of Burial Lots:	
Resident	$650.00

MIDVALE CITY

MUNICIPAL FEE SCHEDULE FOR FY 2019

DESCRIPTION	CURRENT FY 2018	
Non-Resident	$1,200.00	
Sale Price of Cremation Lots:		
Resident	$325.00	
Non-Resident	$600.00	
Cost of Grave Opening and Closings:	Weekdays	Weekends/Holidays
Adult	$750.00	$900.00
Infant	$200.00	$400.00
Cremains	$150.00	$350.00
Reopening of Graves and Removing Caskets:		
Reopening	$600.00	
Removing	$300.00	
Code Enforcement		
Occupancy violation	Civil Fee per Day, First Offense - $25 per person	
	First Offense, Maximum Civil Fee - $1,250 per person	
	Civil Fee per Day, Second Offense - $50 per person	
	Second Offense, Maximum Civil Fee - $2,500 per person	
Illegal accessory dwelling	Civil Fee per Day, First Offense - $25	
	First Offense, Maximum Civil Fee - $1,250	
	Civil Fee per Day, Second Offense - $50	
	Second Offense, Maximum Civil Fee - $2,500	
Junked or inoperable vehicles	Civil Fee per Day, First Offense - $30 per vehicle	
	First Offense, Maximum Civil Fee - $1,500 per vehicle	
	Civil Fee per Day, Second Offense - $60 per vehicle	
	Second Offense, Maximum Civil Fee - $3,000 per vehicle	
Trash, junk, miscellaneous used materials	Civil Fee per Day, First Offense - $30	

MIDVALE CITY

MUNICIPAL FEE SCHEDULE FOR FY 2019

DESCRIPTION	CURRENT FY 2018
	First Offense, Maximum Civil Fee - $1,500
	Civil Fee per Day, Second Offense - $60
	Second Offense, Maximum Civil Fee - $3,000
Weeds	Civil Fee per Day, First Offense - $30
	First Offense, Maximum Civil Fee - $1,500
	Civil Fee per Day, Second Offense - $60
	Second Offense, Maximum Civil Fee - $3,000
Landscaping	Civil Fee per Day, First Offense - $30
	First Offense, Maximum Civil Fee - $1,500
	Civil Fee per Day, Second Offense - $60
	Second Offense, Maximum Civil Fee - $3,000
Signs	Civil Fee per Day, First Offense - $30
	First Offense, Maximum Civil Fee - $1,500
	Civil Fee per Day, Second Offense - $60
	Second Offense, Maximum Civil Fee - $3,000
Fences	Civil Fee per Day, First Offense - $30
	First Offense, Maximum Civil Fee - $1,500
	Civil Fee per Day, Second Offense - $60
	Second Offense, Maximum Civil Fee - $3,000
Dumping	Civil Fee per Day, First Offense - $30
	First Offense, Maximum Civil Fee - $1,500
	Civil Fee per Day, Second Offense - $60
	Second Offense, Maximum Civil Fee - $3,000
No building permit; no business license	Civil Fee per Day, First Offense - $30
	First Offense, Maximum Civil Fee - $1,500
	Civil Fee per Day, Second Offense - $60
	Second Offense, Maximum Civil Fee - $3,000

MIDVALE CITY

MUNICIPAL FEE SCHEDULE FOR FY 2019

DESCRIPTION	CURRENT FY 2018
Home Occupation	Civil Fee per Day, First Offense - $30
	First Offense, Maximum Civil Fee - $1,500
	Civil Fee per Day, Second Offense - $60
	Second Offense, Maximum Civil Fee - $3,000
Parking	Civil Fee per Day, First Offense - $30
	First Offense, Maximum Civil Fee - $1,500
	Civil Fee per Day, Second Offense - $60
	Second Offense, Maximum Civil Fee - $3,000
Nuisances, as defined	Civil Fee per Day, First Offense - $30
	First Offense, Maximum Civil Fee - $1,500
	Civil Fee per Day, Second Offense - $60
	Second Offense, Maximum Civil Fee - $3,000
Nonpermitted Uses	Civil Fee per Day, First Offense - $50
	First Offense, Maximum Civil Fee - $5,000
	Civil Fee per Day, Second Offense - $100
	Second Offense, Maximum Civil Fee - $10,000
Failure to comply with board of adjustment, planning commission, or hearing examiner order	Civil Fee per Day, First Offense - $30
	First Offense, Maximum Civil Fee - $3,000
	Civil Fee per Day, Second Offense - $60
	Second Offense, Maximum Civil Fee - $6,000
Inspection fee for each subsequent event	$30
Violation of Chapter 5.32, Tenant Application Fees	$100 for initial violation
	$200 for additional violations

MIDVALE CITY

MUNICIPAL FEE SCHEDULE FOR FY 2019

DESCRIPTION	CURRENT FY 2018
Community Development Fees (Includes Engineering Fees)	
~~Preliminary Subdivision~~	~~2 Lots $570.00~~
~~Final Subdivision~~	~~2 Lots $600.00~~
Preliminary Subdivision*	2 Lots $570.00
	3 Lots $900.00
	>3 Lots $900.00 + $5.00 per lot over 3
Final Subdivision*	2 Lots $600.00
	3 Lots $1,270.00
	>3 Lots $1,270 + $10.00 per lot over 3
MPD Preliminary	1-3 Acres $730.00
	3-6 Acres $780.00
	6+ Acres $830.00
MPD Final	1-3 Acres $850.00
	3-6 Acres $950.00
	6+ Acres $1,050.00
Small Scale Master Plan	1-3 Acres $850.00
	3-6 Acres $950.00
	6+ Acres $1,050.00
Large Scale Master Plan	1-3 Acres $750.00
	3-6 Acres $780.00
	6+ Acres $830.00
Rezone	≤ 1 Acre $665.00
	1-5 Acres $765.00
	>5 Acres $865.00

MIDVALE CITY

MUNICIPAL FEE SCHEDULE FOR FY 2019

DESCRIPTION	CURRENT FY 2018
Conditional Use Permit	$250.00
Administrative Conditional Use	$250.00
Administrative Conditional Use - Chickens; Apiaries	$75.00
Preliminary Site Plan	$640.00
Final Site Plan	$1,090.00
Preliminary Condominium	≤ 3 ~~Lots~~ Units $900.00
	> 3 ~~Lots~~ Units $900.00 + $5.00 per ~~lot~~ unit over 3
Final Condominium	≤ 3 ~~Lots~~ Units $1,270.00
	> 3 ~~Lots~~ Units $1,270 + $10.00 per ~~lot~~ unit over 3
Development Agreement	$1,000.00
Lot Line Adjustment	$125.00
Sign Permit	Based on Sign Value Per Resolution 2/26/02C
Temporary Sign Permit	$10.00
Text Amendment	$630.00
Property Vacation	~~$ 800~~ $1,000.00
Appeal	$500.00
Variance	~~260~~ ~~350.00~~ $400.00
***More than one plat will result in an additional per plat charge of $250.00**	

MIDVALE CITY

MUNICIPAL FEE SCHEDULE FOR FY 2019

DESCRIPTION	CURRENT FY 2018
Court Fees:	
Traffic School	$25
Small Claims	As per State approved rates
Copy Charge per page	$0.25
Certified Copy of Court Documents	$4.00 plus $0.~~25~~ 0.50 per page
Criminal Background Checks	$10.00
Convenience Fee for Online Payments	$2.50 per transaction
Audio Tape	$10.00
Election Fees:	
Declaration of Candidacy for Mayor	$50.00
Declaration of Candidacy for City Council	$25.00
Executive Department	
Records Request	$0.25 per copy + time for research + postage (including reasonable attorney's fees for services rendered in responding to the request)
Copy Charge per page	$0.25
Copy of Recording (CD)	5 per CD
Notary	$5 for Non-City Related Business
Copies of Maps 24 X 36 Color	$5.00
Copies of Maps 24 X 36 Black & White	$3.00
Right-of-Way Occupancy Permits	
In-Strand Antenna (Each)	$100.00
Small Wireless Facility (Each)	$100.00
Utility Pole (Each)	$250.00
Equipment (Per Piece)	$100.00
Macrocell or Utility Pole over 50 feet in height (Each)	$1,000.00

MIDVALE CITY

MUNICIPAL FEE SCHEDULE FOR FY 2019

DESCRIPTION	CURRENT FY 2018
Road Cuts	
Permit	$100 per cut for 400 sq. ft. & under
	$.25/sq.ft. over 400 sq. ft.
Sewer Rates	
Residential/Commercial/Industrial	
Single Dwelling	
Base fee	~~22.71~~ $24.98
Usage fee per 1,000 gallons of average winter water usage	~~1.91~~ $2.10
Multi Dwelling	
Base fee - First Unit	~~22.71~~ $24.98
Additional Unit (Each)	~~18.87~~ $20.76
Usage fee per 1,000 gallons of average winter water usage	~~1.91~~ $2.10
Lifeline discount of 45% available on base fee if qualified for Salt Lake County Circuit Breaker property tax relief	
Sewer Connection Fees all areas	
4" Connection	
First Unit	$500.00
Second Unit	$200.00
6" Connection	
First Unit	$700.00
Second Unit	$200.00
Storm Water	
Equivalent Residential Unit (ERU)=3,000 square feet	~~$8.00~~ $9.00 per month
Lifeline discount of 45% available if qualified for Salt Lake County Circuit Breaker property tax relief	

MIDVALE CITY

MUNICIPAL FEE SCHEDULE FOR FY 2019

DESCRIPTION	CURRENT FY 2018
Single family residential and duplex parcels constitute one ERU. No charges apply to undeveloped parcels. Charge for all other parcels is computed by multiplying the total ERUs for a parcel by the monthly rate. Total ERUs are calculated by dividing total square feet of impervious surface by three thousand square feet (one ERU). A service charge credit is available for non-single family residential customers that exceed the city's stormwater development standards and/or reduce the city's downstream costs in providing stormwater capacity.	
Waste Collection Fees	
First Can	~~$8.75~~ $9.62 per month
Recycling	~~$2.98~~ $3.28 per month
Lifeline discount of 45% available if qualified for Salt Lake County Circuit Breaker property tax relief	
Each additional can	~~$8.75~~ $9.62 month (Not Subject to Circuit Breaker)
Bulky Waste Dumpster	$200.00 ($150 deposit may be required)
Green Waste Dumpster	$180.00 ($150 deposit may be required)
Water Rates	
Residential/Commercial/Industrial	**AREA #1**
Base rate by Meter size:	
3/4"	~~16.83~~ $18.01
1"	~~23.56~~ $25.21
1.5"	~~30.29~~ $32.41
2"	~~48.79~~ $52.21
3"	~~185.09~~ $198.05
4"	~~235.56~~ $252.05
6"	~~353.32~~ $378.05
Usage fee per 1,000 gallons	
Peak (June-September)	~~$1.66~~ $1.78 (Not Subject to Circuit Breaker)
Off-peak (October - May)	~~$1.16~~ $1.24 (Not Subject to Circuit Breaker)
Lifeline discount of 45% available on base fee if qualified for Salt Lake County Circuit Breaker property tax relief	

MIDVALE CITY

MUNICIPAL FEE SCHEDULE FOR FY 2019

DESCRIPTION	CURRENT FY 2018
Fireline service	$10.15 per month
Residential/Commercial/Industrial	**AREA #2**
Base rate by Meter size:	
3/4"	$20.59
1"	$28.81
1.5"	$37.05
2"	$59.70
3"	$226.40
4"	$288.16
6"	$432.23
Usage fee per 1,000 gallons	
Peak (June-September)	~~$1.83~~ $1.87 (Not Subject to Circuit Breaker)
Off-peak (October - May)	~~$1.27~~ $1.29 (Not Subject to Circuit Breaker)
Lifeline discount of 45% available on base fee if qualified for Salt Lake County Circuit Breaker property tax relief	
Fireline service	$10.15 per month
Residential/Commercial/Industrial	**AREA #3**
Base rate by Meter size:	
3/4"	$21.67
1"	$30.33
1.5"	$39.01
2"	$62.82
3"	$238.28
4"	$303.26
6"	$454.91
Usage fee per 1,000 gallons	
Peak (June-September)	$1.87 (Not Subject to Circuit Breaker)

MIDVALE CITY

MUNICIPAL FEE SCHEDULE FOR FY 2019

DESCRIPTION	CURRENT FY 2018
Off-peak (October - May)	$1.29 (Not Subject to Circuit Breaker)
Lifeline discount of 45% available on base fee if qualified for Salt Lake County Circuit Breaker property tax relief	
Fireline service	$10.15 per month
Water Connection Fees - All Areas	
3/4"	$1,660.00
1"	$1,970.00
1 1/2" & Up	$180 Inspection Fee
Fire Service	$250.00 Inspection Fee
Other Utility Service Charges (includes sewer, storm water, waste collection, and water)	
Late fees	5% of outstanding balance per month
Meter reset fee	$50.00
Meter tampering fee	$50 first offense, $100 second offense, $50 addt'l each subsequent offense
Account set-up or transfer fee	$15
Reconnect following shut-off	$50
Collection Agency fee	35% of outstanding balance
Return Check (NSF, etc.)	$30
Telephone Payment Convenience Fee	$3
Construction Meter Deposit	~~1050~~ $1,550
Construction Water Use	~~$2.50~~ $3.50 per 1000 gallons of hydrant water ($50 minimum)
Streetlighting	
Residential	$3.00/month
Commercial	$9.00/month