TOOELE CITY CORPORATION

RESOLUTION 2022-88

A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING THE DISPOSAL OF LOST OR MISLAID PERSONAL PROPERTY.

WHEREAS, in the regular course of business, the Tooele City Police Department comes into possession of substantial quantities of lost, misplaced, and unclaimed personal property, including cash; and,

WHEREAS, Utah Code Chapter 77-24a governs the disposal of such unclaimed personal property, which property may be sold, destroyed, or applied to a public interest use (i.e., used by the police department as authorized by the City Council, or donated to a registered Utah nonprofit charity); and,

WHEREAS, prior to disposing of unclaimed personal property, the police department must comply with the notice procedures described in U.C.A. §§77-24a-4 and -5; and,

WHEREAS, attached to this Resolution as Exhibit A is a detailed list of unclaimed personal property which the police department seeks City Council authorization to apply to a public interest use; and,

WHEREAS, the Police Department has made a reasonably diligent effort to identify owners of the personal property, and to return the personal property to the known owners (see memorandum included with Exhibit A):

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the unclaimed personal property shown in the attached Exhibit A is hereby authorized for application to a public interest use, the bikes listed will be converted to public interest use and donated to the West Valley Fire Dept., a non-profit entity, to be repaired and sold with the proceeds being donated to the University of Utah Burn Unit.

This Resolution shall become effective upon passage, without further publication, by authority of the Tooele City Charter, except that the unclaimed personal property listed in Exhibit A may not be used until nine days after complying with the requirements of U.C.A. §77-24a-5.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2022.

TOOELE CITY COUNCIL

(For) (Against)

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved) (Disapproved)

_____ _____

ATTEST:

_____
Michelle Pitt, City Recorder

S E A L

Approved as to Form: _____
Roger Baker, City Attorney

Exhibit A

List of Personal Property for Public Interest Use

City Council Approval for Unclaimed Property Disposal as Public Interest Use August 2022 -Tooele City Police Department

The following is a list of unclaimed property being held in the evidence room at the police department. The bikes listed will be converted to public interest use and donated to the West Valley Fire Dept., a non-profit entity, to be repaired and sold with the proceeds being donated to the University of Utah Burn Unit. The remaining property that is not a bicycle, will be converted to public interest use and used at the police department or other city departments. The police department has taken the required steps as outlined in U.C.A. 77-24a-5 to attempt to locate owners of said listed property. These measures include; Sending claim letters to known owners with no response, Publishing notice on the Utah Public Notice Website, notice listed on the Tooele City Police Website, notice listed on the Tooele City Police Facebook Page, notice published in the Tooele Transcript Bulletin public notices section, bulletins posted at the Tooele City Police Department lobby and Tooele City Hall public entry. Notices included links to or actual list of property with general descriptions and intended disposition date for disposal. Items containing serial numbers or owner applied numbers were run through NCIC with no returned results.

General Property			
Make	**Model/Descripiton**	**Serial Number**	**Case Number**
Stanley	Socket Set	None	19-T01783
Vizeo	39" TV	LTTWSEAR1307038	2015-05926
Vizeo	32" TV	10223610222	18-T01482
Copper Wire	(2) Spools	None	20-T7138
Lincoln Electric	Welder	M3150204984	2015-05926
8' Flat bed Trailer	Single Axle	None	21-T08266
None	Truck Bed Tool Box	None	2015-05926
Bicycles			
Description	**Serial Number**	**Case Number**	
Red Mongoose Outer Limit	18B60468	20-T05856	
White Trek 2200 Road Bike	WL3012677	20-T06335	
Black Schwinn	xds18I20001	19-T09106	
Mongoose DXR	40407018023	19-T05576	
Trek Globe Black	P1088-2	2012005804	
Black BMX	No SN	17-T03082	
Shimano Varsity 1250	3873	2016008333	
Black/Pink Genisis	DJJ6087397	22-T05005	
Grey Hawk BMX	B3S3G0963	22-T01430	
ATB Purple	G1411113	21-T10348	

Grey Specialized Ground Control	PV591358	21-T09251	
Diamond BM20 Blue	ACA08K015488	20-T11797	
Mongoose Purple	FSD16CH7982	20-T11671	
Electric Scooter Lime	CCZW2836V190627013	20-T09355	
Electric Spin Scooter	5ZAJL19JRA0460	20-T09355	
Pink Mongoose	FSD12DF5273	20-T08184	
Octane 24 Diamondback	ACN04K007227	No Case	
Blue Huffy Trail Runner	AH18K033475	20-T08735	
Gray Mongoose	FSD12c64078	20-T08639	
Cobra Next Red	LWIF016275	20-T13381	
Next Blue/Pink	DWJH163711	20-T13381	
Diamonback Lustre Blue	DAY12A015823	21-T00587	
Blue Magna Mountain Bike	49373145	21-T02041	
Fatboy Specialized Blue	WSBL6022652955	21-T03958	
Blue Concord Pro Fever	000135899E	20-T13212	
Black Kent Freestyle	HS141200511	20-T11180	
Little Miss Black	61901060491	No case	
Avalanche Scooter Bike Purple	No SN	No Case	
Red Huffy BMX	2E00566	22-T01796	
Zed K24 Mountain Bike Blue/White	6100819700	22-T02905	
Gray Kent Abiss 1800	AH20K169869	21-T08569	
Yellow Mongoose	FS016F62415	21-T08872	
Silver Huffy BMX	HTD16044908	21-T09090	
Gray BMX	HS110882949	2016009412	
white BMX	No SN	22-T05636	
Elec 4 Wheeler	No SN	No Case	
Schwinn Badger Red	MNG14B14832	No Case	
Huffy Kolo Black and White	AL13L129178	No Case	

TOOELE CITY CORPORATION

RESOLUTION 2022-89

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AND RATIFYING A GENERAL CONSULTING AGREEMENT WITH WSRP CERTIFIED PUBLIC ACCOUNTANTS REGARDING THE CITY FINANCIAL STATEMENTS FOR FY22.

WHEREAS, Tooele City Charter Section 3-02 (Independent Auditor), as well as Utah Code Chapters 51-2a (Part 2) and 10-6, require Tooele City's finances to be audited annually by an independent and competent certified public accountant; and,

WHEREAS, the City has worked with WSRP Certified Public Accountants and Business Advisors for several years in connection with the independent annual audit of Tooele City's accounts, and has found WSRP to be thorough and accurate in its accounting practices and reports; and,

WHEREAS, under evolving public audit rules and procedures, the internal audit will be performed by one audit firm, while general consulting and accounting services, in support of the audit, including preparation of the City's financial statements for FY22, will be provided by another audit firm, giving separation and additional internal audit controls in the audit support and audit reporting functions; and,

WHEREAS, on May 19, 2021, the City Council passed Resolution 2021-52 approving a General Consulting Agreement with WSRP for 1 general consulting regarding the audit and financial statements for FY21; and,

WHEREAS, the City Administration recommends that the City approve a General Consulting Agreement with WSRP for FY22, which will address accounting services associated with the internal audit, separate from the internal audit itself, as well as preparation of the financial statements for FY22; and,

WHEREAS, the agreement with WSRP is attached hereto as Exhibit A; and,

WHEREAS, the compensation payable to WSRP under the General Consulting Agreement will be in the range of $35,000 to $40,000, depending on the actual services performed:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the WSRP General Consulting Agreement, attached as Exhibit A, is hereby approved.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2022.

TOOELE CITY COUNCIL

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

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)	(Disapproved)
_____	_____

ATTEST:

_____
Michelle Y. Pitt, City Recorder

S E A L

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

Exhibit A

WSRP General Consulting Agreement

wsrp
CERTIFIED PUBLIC
ACCOUNTANTS AND
BUSINESS ADVISORS

GENERAL CONSULTING AGREEMENT

Made Between Tooele City Corporation and WSRP, LLC

This consulting agreement ("Agreement") is entered into by and between Tooele City Corporation, a Utah Local Government ("Client") and WSRP, LLC, a Utah based CPA firm ("Consultant")

Recitals

WHEREAS, Consultant has experience in the field of Consulting and financial statement preparation as well as familiarity with the client's line of business; and

WHEREAS, Consultant is willing to be engaged by Client upon the terms and conditions herein contained; and

WHEREAS, a significant portion of Client's business and assets are comprised of Proprietary and Confidential information, as defined below, which Client wishes to preserve and protect;

NOW, THEREFORE, in consideration of the recitals, and of the terms, covenants, and conditions set forth herein, and for tother good ad valuable consideration, receipt of which is hereby acknowledged, Client and Consultant mutually agree as follows:

1. **Consulting Services.** Client hereby retains Consultant to render the following services to the Client:
    a. Consultant will prepare the June 30, 2022 year-end financial statements of Client and post the GASB 34 conversion entries, as well as update the MD&A, footnotes, and required supplemental information.
    b. Consultant will prepare the June 30, 2022 schedules for cash and restricted cash, the PTIF funds, fixed assets, fire fighter valuation report, transfers to/from, due to/from, GASB 54 reconciliation and allocations, accrued interest, the summarization of budget to actual, and compensated absences.
    c. Consultant will assist with the accounting treatment and recording of bonds, bond payments, bond defeasements, bond trust accounts, and amortization of defeased bonds.
    d. Consultant will review the application of GASB 68 and 75 and will assist with the recording and updating the June 30, 2022 retirement entries.
    e. Consultant will update and record the leases as of June 30, 2022. Consultant will assist the Client in setting up the lease schedules for new lease agreements entered into. Consultant will provide assistance with the implementation of the new lease standard for June 30, 2022.

f. Consultant will review the OPEB valuation performed and record the journal entries as of June 30, 2022.
g. Consultant will review the OPEB valuation performed and record the journal entries as of June 30, 2022.
h. Consultant will reconcile the fixed assets by fund to the financial statements and post conversion entries as part of the GASB 34 procedures.
i. Consultant will prepare other schedules and reconciliations as part of the financial statement preparation and make those available for audit.

The manner and means by which Consultant chooses to complete the services are in Consultant's sole discretion and control. Consultant's obligations shall be conditioned upon receiving such information and cooperation from Client as may be reasonably necessary to perform the services.

2. **Services NOT Performed by Consultant.** Although Consultant may comment upon Client's legal documents or other documentation in the course of performing the services hereunder, Client acknowledges that Consultant is not an attorney, nor is Consultant providing auditing services or opining on representations made in any financial statements. Client further acknowledges that Client should consult with its own legal advisors regarding any matters requiring legal advice.

3. **Relationship of Parties.** This agreement shall not constitute an employer-employee relationship, and it is the intent of each party that Consultant shall at all times be an independent contractor.

4. **Term.** The term of this Agreement shall commence on the date hereof and shall remain in effect for a period not to exceed one (1) year. The anticipated work is expected to begin in September 2022 and be completed in November 2022.

5. **Compensation.** For services provided hereunder, Consultant's fee shall range from $35,000 to $40,000.

6. **Disclosure of Information.** Consultant agrees that at no time (either during or subsequent to the term of this Agreement) with Consultant disclose or use, except in pursuit of the business of Client, any Proprietary and Confidential Information of Client, acquired during the term of this Agreement. The term "Proprietary and Confidential Information" shall mean, but is not limited to, all information which is known or intended to be known only to Client, its component units and affiliates, and its employees, including any document, record, financial or other information of Client, or others in a confidential relationship with Client, and further relates to specific business matters such as the Client's financial information, identify of clients and customers, policies and procedures, fee structures, trade secrets, proprietary know-how, account information, and other information relating to other business of Client, its component units and affiliates, and its employees. Consultant agrees not to remove from the premises of Client except as necessary for Consultant to perform services in accordance with the terms of

this Agreement, any document, record or other information of Client or its component units and affiliates.

Consultant agrees to return or destroy, immediately upon termination of Consultant's services hereunder, any and all documentation relating to Proprietary and Confidential Information of Client and of others that is in the possession of Consultant, in whatever format it may be maintained, whether provided to, or developed by, Consultant, and to provide a certificate of destruction if required by Client.

Notwithstanding the foregoing, the restrictions contained in this Section 6 shall not apply to any Proprietary and Confidential Information that (i) is a matter of public knowledge or prior personal knowledge (from a source other than a party to this Agreement or its affiliate), (ii) is independently developed by a person not a party to this Agreement without the use, directly or indirectly of Proprietary and Confidential Information, or (iii) is required by law or the order of any court or governmental agency, or in any litigation or similar proceeding to be disclosed; provided that the disclosing party shall, prior to making any such required disclosure, notify the other party with sufficient notice to permit that party to seek an appropriate protective order.

7. **Remedies.** In addition to any other remedies, which Client may have by virtue of this Agreement, Consultant agrees that in the event that a breach of the confidentiality provisions of this Agreement occurs or is threatened, Client shall be entitled to obtain an injunction against Consultant from a court of competent jurisdiction to restrain any breach of confidentiality.

8. **Termination.** Either party my terminate this Agreement, with or without cause, upon thirty (30) days' advance written notice to the other, unless otherwise mutually agreed upon.

9. **Limitation of Liability to Client.** Notwithstanding any other provision of this Agreement, in no event shall Consultant be liable to Client for Client's lost profits, or special incidental, punitive or consequential damages (even if Consultant has been advised of the possibility of such damages). Furthermore, in no event shall Consultant's liability to Client under any circumstances exceed the amount of compensation actually received by Consultant from Client under this Agreement. Further, Consultant shall not be liable for delays or performance failures due to circumstances beyond Consultant's control.

10. **Indemnification of Consultant.** Client shall indemnify, defend and hold Consultant harmless from and against any and all third party claims, liability, suits, losses, damages, and judgments, joint or several, and shall pay all costs and expenses (including counsel's fees and expenses) as they are incurred in connection with the investigation fo, preparation for or defense of any pending or threatened claim or any action or proceeding arising therefrom, that Consultant incurs as a result of having performed services on behalf of Client.

11. **Client's Representations.** Client represents that it has the full right and authority to enter into and perform this Agreement. The consummation of the Agreement and the transactions

contemplated herein do not violate any outstanding assignments, grants, licenses, encumbrances, obligations, agreements or understanding between Client and any other person or entity. Client represents and warrants to Consultant that Client is able to timely pay Consultant all fees and expenses incurred in the performance of the services hereunder.

12. **Amendments.** This Agreement may be amended only in writing that is signed by both parties.

13. **Independent Consultant; No Agency.** The parties agree that at all times during the term of this Agreement, Consultant shall continue to be an independent Consultant, and is not authorized as, nor shall be deemed to be an employee, agent, partner, joint venturer, or representative of Client. Neither party has the authority to bind the other or to incur any liability on behalf of the other, nor to direct the employees of the other. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and Consultant or any employee or agent of Consultant. Consultant shall retain the right to perform services for other during the term of this Agreement.

14. **Miscellaneous.** No waiver by Client of any breach of this Agreement by Consultant shall be considered to be a waiver of any other breach. Should any litigation be commenced between Client and Consultant relating to any such breach, the prevailing party shall be entitled, in addition to such other relief as may be granted, reasonable costs and attorney's fees relating to such litigation. If any term or provision of this Agreement is determined to be illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder of this Agreement. This Agreement shall be governed by the laws of the State of Utah.

    This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof.

    IN WITNESS WHEREOF, the parties have executed this agreement as of September 20, 2022

CLIENT

Tooele City Corporation

_____

Debbie Winn, Mayor

_____

Justin Brady, City Council Chairman

CONSULTANT

WSRP, LLC

_____

Brandon R. Keyes, Partner

TOOELE CITY CORPORATION

RESOLUTION 2022–90

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A CONTRACT WITH VANCON INC. FOR CONSTRUCTION OF THE 2022 BERRA WELL HOUSE AND BOOSTER STATION.

WHEREAS, the City continues to experience residential, commercial and industrial growth with the service boundaries of the City and the Tooele City Water Special Service District; and,

WHEREAS, the Berra Well House and Booster Station will provide additional water service capacity; and,

WHEREAS, the provision of additional source capacity is an element of the City's Culinary Water Master Plan; and,

WHEREAS, the Berra Well House and Booster Station design has been approved by the State Division of Drinking Water; and

WHEREAS, funding of the Berra Well House and Booster Station will be through culinary water impact fees; and,

WHEREAS, the City solicited public bids for construction of the 2022 Berra Well House and Booster Station in accordance with the procedures of §11-39-101 et seq. and §72-6-108, Utah Code Annotated, as amended; and,

WHEREAS, VanCon is the apparent lowest responsive responsible bidder with a bid of Two Million Two Hundred Thirty One Thousand Dollars ($2,231,000.00) for construction of the 2022 Berra Well House and Booster Station; and,

WHEREAS, a copy of the Bid Tabulation and Contract Agreement is attached as Exhibits A and B, respectively.

WHEREAS, the City Administration requests an additional appropriation of 5% in the amount of One Hundred Eleven Thousand Five Hundred Fifty Dollars ($111,550.00) as contingency for change orders for changed conditions which may arise during the Project, as reviewed and approved by the Mayor:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that

1. the agreement attached as Exhibit B with VanCon Inc. is hereby approved, in the amount of Two Million Two Hundred Thirty One Thousand Dollars ($2,231,000.00), for construction of the 2022 Berra Well House and Booster Station; and,

2. an additional One Hundred Eleven Thousand Five Hundred Fifty Dollars ($111,550.00) contingency is hereby approved, which may be used for changed conditions as reviewed and approved by the Mayor.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this_____ day of _____, 2022.

TOOELE CITY COUNCIL

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

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)	(Disapproved)
_____	_____

ATTEST:

_____
Michelle Pitt, City Recorder

S E A L

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

EXHIBIT A

Bid Tabulation

EXHIBIT B

Contract Agreement

VanCon Inc.

Berra Well Well House and Booster Station
BID TABULATION

October 6, 2022

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	VANCON, INC.	CORRIO CONSTRUCTION, INC.	COP CONSTRUCTION LLC
1	Mobilization	1	LS	$150,000.00	$113,281.00	$200,000.00
2	Well House and Booster Station, Complete	1	LS	$1,856,000.00	$1,964,257.00	$2,130,000.00
3	Meter Vault, Complete	1	LS	$50,000.00	$43,097.00	$73,000.00
4	Site Improvements, Complete	1	LS	$40,000.00	$43,654.00	$70,000.00
5	Furnish and Install 16" Diameter Culinary Waterline, Valves and Fire Hydrant Assembly, Complete	1	LS	$110,000.00	$94,118.00	$107,000.00
6	Reservoir Ramp with Armor Plating, Complete	1	LS	$25,000.00	$7,209.00	$72,000.00
			Total	$2,231,000.00	$2,265,616.00	$2,652,000.00
COMMENTS						

DOCUMENT 00 52 00

AGREEMENT

PART 1 GENERAL

1.1 CONTRACTOR

A. Name: VanCon Inc.

B. Address: 1825 North Mountain Springs Parkway, Springville, Utah 84663

C. Telephone number: (801) 491-8898

D. Facsimile number: (801) 491-8883

E. E-Mail: emily@wedigutah.com

1.2 OWNER

A. The name of the OWNER is Tooele City Corporation

1.3 CONSTRUCTION CONTRACT

A. The Construction Contract is known as

Berra Well House and Booster Station

1.4 ENGINEER

A. Paul Hansen Associates, L.L.C. is the OWNER's representative and agent for this Construction Contract who has the rights, authority and duties assigned to the ENGINEER in the Contract Documents.

PART 2 TIME AND MONEY CONSIDERATIONS

2.1 CONTRACT PRICE

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

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

1. Base Bid.

2. _____

3. _____

4. _____

C. An Agreement Supplement [_____] is, [_X_] is not attached to this Agreement.

D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is: Two Million Two Hundred Thirty One Thousand Dollars ($2,231,000.00)

2.2 **CONTRACT TIME**

A. The Contract time shall be as follows:

1. Substantial Completion shall occur by **May 1, 2023**.
2. Final Completion shall occur by **May 15, 2023**.

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

2.3 **PUNCH LIST TIME**

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

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

2.4 **LIQUIDATED DAMAGES**

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

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

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

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

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

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

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

PART 3 EXECUTION

3.1 EFFECTIVE DATE

A. OWNER and CONTRACTOR execute this Agreement and declare it in effect as of the_____day of _____, 2022.

3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

A. CONTRACTOR's signature: _____

B. Please print name here: _____

C. Title: _____

D. CONTRACTOR's Utah license number: _____

Acknowledgment

State of _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022.

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

_____
Notary's signature

_____
Residing at

_____
My commission expires: Notary's seal

3.3 **OWNER'S SUBSCRIPTION AND ACKNOWLEDGMENT**

A. OWNER's signature: _____

B. Please print name here: _____

C. Title: _____

ATTEST:

_____
Michelle Y. Pitt
Tooele City Recorder

S E A L

APPROVED AS TO FORM

_____
Roger Evans Baker
Tooele City Attorney

END OF DOCUMENT

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TOOELE CITY CORPORATION

RESOLUTION 2022-91

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A CONTRACT WITH CLAUDE H. NIX CONSTRUCTION COMPANY FOR CONSTRUCTION OF THE 2022 BERRA WELL HOUSE AND BOOSTER STATION RAIL ROAD BORE.

WHEREAS, the City continues to experience residential, commercial and industrial growth with the service boundaries of the City and the Tooele City Water Special Service District; and,

WHEREAS, the Berra Well House and Booster Station will provide additional water service capacity; and,

WHEREAS, the point of connection for power, for the new well house and booster station, is located on the east side of the adjacent Union Pacific Rail Road tracks, which will require installation of a steel casing to cross under the tracks in order to access the power supply; and,

WHEREAS, funding of the Berra Well House and Booster Station Rail Road Bore will be through culinary water impact fees; and,

WHEREAS, the City solicited public bids for construction of the 2022 Berra Well House and Booster Station Rail Road Bore in accordance with the procedures of §11-39-101 et seq. and §72-6-108, Utah Code Annotated, as amended; and,

WHEREAS, Claude H. Nix Construction Company is the apparent lowest responsive responsible bidder with a bid One Hundred Ninety Nine Thousand Thirty Two Dollars ($199,032.00) for construction of the 2022 Berra Well House and Booster Station Rail Road Bore; and,

WHEREAS, a copy of the Bid Tabulation and Contract Agreement is attached as Exhibits A and B, respectively.

WHEREAS, the City Administration requests an additional appropriation of 5% in the amount of Nine Thousand Nine Hundred Fifty Dollars ($9,950.00) as contingency for change orders for changed conditions which may arise during the Project, as reviewed and approved by the Mayor:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that

1. the agreement attached as Exhibit B with Claude H. Nix Construction Company is hereby approved, in the amount of One Hundred Ninety Nine Thousand Thirty Two Dollars ($199,032.00), for construction of the 2022 Berra Well House and Booster Station Rail Road Bore; and,

2. an additional Nine Thousand Nine Hundred Fifty Dollars ($9,950.00) contingency is hereby approved, which may be used for changed conditions as reviewed and approved by the Mayor.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this_____ day of _____, 2022.

TOOELE CITY COUNCIL

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

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)	(Disapproved)
_____	_____

ATTEST:

_____
Michelle Pitt, City Recorder

S E A L

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

EXHIBIT A

Bid Tabulation

EXHIBIT B

Contract Agreement

(Claude H. Nix Construction Company)

Berra Well Well House and Booster Station
RAIL ROAD BORE

BID TABULATION

October 13, 2022

ITEM NO.	DESCRIPTION0	ESTIMATED QUANTITY	UNIT	CLAUDE H. NIX CONSTRUCTION	NEWMAN CONSTRUCTION
1	6-Inch Steel Rail Road Bore with 4-inch Electrical Conduit, Complete	1	LS	$199,032.00	$220,000.00
COMMENTS					

DOCUMENT 00 52 00

AGREEMENT

PART 1 GENERAL

1.1 CONTRACTOR

A. Name: Claude H. Nix Construction Company

B. Address: 1853 E. Skyline Drive, Suite 203, South Ogden, Ut 84403

C. Telephone number: (801) 479-9000

1.2 OWNER

A. The name of the OWNER is Tooele City Corporation

1.3 CONSTRUCTION CONTRACT

A. The Construction Contract is known as

Berra Well House and Booster Station Rail Road Bore

1.4 ENGINEER

A. Paul Hansen Associates, L.L.C. is the OWNER's representative and agent for this Construction Contract who has the rights, authority and duties assigned to the ENGINEER in the Contract Documents.

PART 2 TIME AND MONEY CONSIDERATIONS

2.1 CONTRACT PRICE

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

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

1. Base Bid.

2. _____

3. _____

4. _____

C. An Agreement Supplement [_____] is, [_X_] is not attached to this Agreement.

D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is: One Hundred Ninety Nine Thousand Thirty Two Dollars ($199,032.00).

2.2 **CONTRACT TIME**

A. The Contract time shall be as follows:

1. All Work shall be substantially completed within 30 days of the Notice to Proceed, and fully complete within 40 days from the Notice to Proceed.

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

2.3 **PUNCH LIST TIME**

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

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

2.4 **LIQUIDATED DAMAGES**

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

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

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

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

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

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

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

PART 3 EXECUTION

3.1 EFFECTIVE DATE

A. OWNER and CONTRACTOR execute this Agreement and declare it in effect as of the_____day of _____, 2022.

3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

A. CONTRACTOR's signature: _____

B. Please print name here: _____

C. Title: _____

D. CONTRACTOR's Utah license number: _____

Acknowledgment

State of _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022.

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

_____
Notary's signature

_____
Residing at

_____
My commission expires: Notary's seal

3.3 **OWNER'S SUBSCRIPTION AND ACKNOWLEDGMENT**

A. OWNER's signature: _____

B. Please print name here: _____

C. Title: _____

ATTEST:

_____
Michelle Y. Pitt
Tooele City Recorder

S E A L

APPROVED AS TO FORM

_____
Roger Evans Baker
Tooele City Attorney

END OF DOCUMENT

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Tooele City Council & RDA Work Meeting Minutes

Date: Wednesday, September 21, 2022
Time: 5:30 p.m.
Place: Tooele City Hall, Council Chambers
90 North Main Street, Tooele, Utah

City Council Members Present:
Ed Hansen
Justin Brady
Maresa Manzione
David McCall
Tony Graf

Planning Commission Members Present:
Chris Sloan

City Employees Present:
Mayor Debbie Winn
Jim Bolser, Community Development Director
Adrian Day, Police Department Chief
Roger Baker, City Attorney
Darwin Cook, Parks and Recreation Director
Jami Grandpre, Public Works Director
Holly Potter, Deputy City Recorder

City Employees Present:
Michelle Pitt, City Recorder
Shannon Wimmer, Finance Director

Minutes prepared by Katherin Yei

1. Open City Council Meeting
Chairman Brady called the meeting to order at 5:30 p.m.

2. Roll Call
Ed Hansen, Present
Justin Brady, Present
Maresa Manzione, Present
David McCall, Present
Tony Graf, Present via phone at 5:34pm

3. Mayor's Report
Mayor Winn reported on Water School presented by the Prepare 60 Organization.

4. Council Member's Report
The Council Members reported on the events they attended during the week.

5. Discussion Items

A. Resolution 2022-71 a Resolution of the Tooele City Council Approving the Canyon Springs Annexation Agreement
Presented by Roger Baker, City Attorney

Mr. Baker presented the Canyon Springs Annexation Agreement. Before approving annexation, the City Council must consider and approve an annexation agreement. The annexation agreement covers the following: the zoning, clarifies that by approving the agreement is not vesting development rights, dwelling unit cap at 172, and the petitioner's obligations. The petitioner will make a $250,000 cash contribution for Parks and Recreation fund not related to impact fees. As well as a $250,000 contribution for affordable housing.

The Council asked the following questions:
This Resolution is to just approve the Annexation agreement?
What are the next steps after the Annexation agreement is approved?
What other entities are involved in the process?
Who is on the local Boundary Commission?

Mr. Baker addressed the Council. By approving this agreement now, the Council is not obligated to approve the annexation at a later date. It is a simple majority vote. If there are protests from an effected entity, the annexation goes to the Boundary Commission. State law says the Commission consists of County Council members, local Mayors, school district members, and is advised by the County Attorney's office. Generally speaking, anyone that collects taxes within Tooele City could be an effected entity.

The Council had a discussion on the donation for the affordable housing contribution.
They agree the contribution does come to the City and the funds will be used at their discretion.

Mr. Baker made a clarification. The legal language does allow the Council to receive the funds and use them at their discretion.

Mr. Schmidt addressed the Council. He asked if the annexation could also be voted on tonight. They have the best interest of the City and hope to see approval on this project. Mr. Baker responded that a vote on the annexation tonight would not be possible due to notice and hearing requirements, and completion of the Boundary Commission process.

If this is approved in the business meeting, it goes to the Boundary Commission next due to a petition.

B. Re-Inspection Fees
Presented by Roger Baker, City Attorney

Mr. Baker presented re-inspection fees. City code states that businesses must be inspected by the City Inspectors to make sure it is up to fire, building, and other codes. When they come back to reinspect and things are not fixed, it has been at the City's expense. Building code allows the City to charge a re-inspection fee which is listed as $50 in the fee schedule. There is not a re-inspection fee in the fee schedule for business inspections. Jim Bolser, Community Development Director, and Matt McCoy, Fire Chief, will make a recommendation at a future meeting as to what the fee should be set at, with their justification. The practice has been that the first inspection, often two, is included in the $40 business license application fee.

C. Reuse Water Plan
Presented by Jamie Grandpre, Public Works Director

Mr. Grandpre presented a Re-use Water Plan. Jones and DeMille finished their study of how to re-use the water with recommendations to the system. The study looks at the high users of the water through meter use. Four alternatives were evaluated to reuse the water including adding a 2-million-gallon water tank west of Desert Industries, the old Waste Water Treatment Plant, or outside the service area, and or upgrading the current pump stations. The costs are as follows: option one, $13,921,000; option two, $14,356,000, option three, $18,404,000; and option 4, $8,460,000.

The Council asked the following questions:
Why are the tanks proposed with the major cost difference?
How often does the pump go out?
Re-use water cannot cost more than what they are using for culinary water. How close are they to using it in a residential use?
Does re-use water have to be used only in the service area?
Do the High-school and new development have the option or required to use it? Is there a reason why they wouldn't?
Do they have to replace pipes or add infurstrucre?
Is it costly to the City or participating party to use the irrigation?
Where does funding come from? Can we apply for grants?

Mr. Grandpre addressed the Council. With the tank system they will have service and can fix it within a couple of days. When a pump goes out, they have to replace it. The pump station has been sitting for 20 years and they are unsure of the condition of the pump station. Residential use is not far down the line. Once they have a pump going, they can tie into new development quick. There would be storage with million-gallons per day. The cost is the biggest part of where it would be initially used. Culinary water and re-use water are on two different systems. The developing party would have to participate in the cost if it is a new system. Once the connection is made within the City, anyone could potentially use it. The next step is to pursue one of the options. In order to apply for grants, they need some direction.

D. Pool Fees
Presented by Darwin Cook, Parks & Recreation Director

Mr. Cook presented updated pool fees. The updates are to entry fees, classes, and verbiage.

The Council had a discussion and asked questions on the following:
The Council would like to family night on Mondays kept with changes to make it work.
Do promotions have to be in the fee-schedule?
Why is the Military and family rates being raised?
Is the Balcony fee a new fee?
What is the lane rental is fee?

Mr. Cook addressed the Council's concerns. Monday night promotion is not being used. Promotions do not have to be in fee-schedule. They are clarifying what the balcony rental includes. Sometimes lane rental can be an issue, but they are hoping with the fee, that helps mitigate that. The pool has been receiving requests for private swim lessons. They have added an option for privates. The pool is opened to public during that time, but an instructor is available to teach during the time they sign up for.

Mayor Winn addressed the Council. There are many pools that charge a fee for non-residents. The library does have a fee and the golf-course does not. There are non-residents using the only local indoor-pool. The majority of complaints that they have received are from non-residents.

E. Resolution 2022-86 a Resolution of the Tooele City Council Approving an Agreement with Broken Arrow for the Construction of Park and Trail Facilities at England Acres Park
Presented by Darwin Cook, Parks & Recreation Director

Mr. Cook presented an agreement with Broken Arrow for the England Acres Park and trail facilities. It is a Park Impact fee project. $310,000 in grant money will be allocated to this project. It runs from Droubay and Smelter to the sidewalk of 1000 North. There will be a 10-foot asphalt trail with other amenities including a dog park, resting area, and a playground. The playground is not a part of this contract. The plan is to have it completed by May 15th.

Mr. Baker addressed the Council. The facility will require an easement. They need to reserve the right as part of the contract to cancel that portion of the contract without penalty if the City is not able to acquire the easement.

6. Closed Meeting - Litigation, Property Acquisition, and/or Personnel
There was no closed meeting.

7. Adjourn
Chairman Brady adjourned the meeting at 6:51 p.m.

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

Approved this ____ day of October, 2022

_____
Justin Brady, City Council Chair

Tooele City Council Business Meeting Minutes

Date: Wednesday, September 21, 2022
Time: 7:00 p.m.
Place: Tooele City Hall, Council Chambers
90 North Main Street, Tooele, Utah

City Council Members Present:
Ed Hansen
Justin Brady
Maresa Manzione
Tony Graf
Dave McCall

City Employees Present:
Mayor Debbie Winn
Jim Bolser, Community Development Director
Adrian Day, Police Department Chief
Roger Baker, City Attorney
Darwin Cook, Parks and Recreation Director
Jami Grandpre, Public Works Director
Holly Potter, Deputy City Recorder

City Employees Excused:
Michelle Pitt, City Recorder
Shannon Wimmer, Finance Director

Minutes prepared by Katherin Yei

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

1. Pledge of Allegiance
The Pledge of Allegiance was led by Jim Bolser, Community Develop Director.

2. Roll Call
Ed Hansen, Present
Justin Brady, Present
Maresa Manzione, Present
Dave McCall, Present
Tony Graf, Present via phone

3. **Youth Advocate of the Year**
Presented by Jamie Slade, Prevention Specialist & Sandy Medina, Communities that Care

Ms. Slade and Ms. Medina presented the RADPAK Youth Advocate of the Year award to Anna Brimhall.

4. Mayor's Community Recognition Awards
Presented by Debbie Winn, Mayor & Stacy Smart, Communities That Care Supervisor

Mayor Winn, Chief Day, and Ms. Smart presented awards to the following students:

Olivia Culver
Quincy Jarmon
Harvey Behunin
Bridger Hansen

5. Gold Safety Award Presented to the Pratt Aquatics Center
Presented by Mike Stagg, Utah Local Governments Trust

Mr. Stagg presented the Gold Safety Award for 2021 presented to the Pratt Aquatics Center.

6. Public Comment Period
Mrs. Sloan gave updates in regards to the Library.

7. Public Hearing and Motion on Ordinance 2022-36 an Ordinance of Tooele City Reassigning the Zoning for Approximately 7.36 Acres Located at 602 & 603 South 3 O' Clock Drive from NC Neighborhood Commercial to the MR-12 Multi-Family Residential Zoning District
Presented by Jim Bolser, Community Development Director

Mr. Bolser presented a Zoning Map Amendment for the property located near 3 O'clock Drive. The Land Use Map identifies it as High-Density Residential. It is limited to 10-units per acre based on a condition of approval on a prior Land Use Map Amendment application. The zoning is currently NC, Neighborhood Commercial. The request is to reassign the property to MR-12 to develop a townhome project. A concept plan has been submitted for reference purposes only. The Planning Commission has forwarded a positive recommendation with a condition to keep the maximum 10-units per acre. A few public comments have been received and have been provided for the Council's review.

The public hearing was opened.

Michael Naeger addressed the Council. This allows them to provide an affordable house for the City. They do have water to begin developing.

The public hearing was closed.

Council Member Hansen motioned to approve Ordinance 2022-36 an Ordinance of Tooele City Reassigning the Zoning for Approximately 7.36 Acres Located at 602 & 603 South 3 O' Clock Drive from NC Neighborhood Commercial to the MR-12 Multi-Family Residential Zoning District with the condition of 10-units per acre max.
Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

8. Public Hearing and Motion on Ordinance 2022-37 an Ordinance of the Tooele City Council Amending the Moderate-Income Housing Element of the Tooele City General Plan
Presented by Jim Bolser, Community Development Director

Mr. Bolser presented an update to the Moderate-Income Housing Plan based off recent House Bill 462 being passed. The changes include clarifying the MIH implementation strategy requirements and the timing to amend the General Plan. Tooele City is in great shape for compliance and has already been doing that with additional strategies. Once the plan is adopted by the City Council, the report will be sent into the State and be posted on the City website. The next step is to update the data and strategies within the plan. The Planning Commission has forwarded a unanimous positive recommendation.

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

Council Member Manzione motioned to approve Ordinance 2022-37 an Ordinance of the Tooele City Council Amending the Moderate-Income Housing Element of the Tooele City General Plan. Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

9. Preliminary Plan Request for the Lexington Townhomes Subdivision, Phases 2 & 3 to Create 53 Townhome Residential Lots Located at Approximately 620 West Carole's Way
Presented by Jim Bolser, Community Development Director

Mr. Bolser presented a preliminary plan request for the Lexington Townhomes Subdivision. The multi-family portion of the Lexington Greens project has been split into eight master lots. The property is zoned MR-16, Multi-Family Residential. The application is to subdivide phases 2 and 3. The Planning Commission has forwarded a positive recommendation.

Council Member Hansen motioned to approve Preliminary Plan Request for the Lexington Townhomes Subdivision, Phases 2 & 3 to Create 53 Townhome Residential Lots Located at Approximately 620 West Carole's Way. Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

10. Resolution 2022-71 a Resolution of the Tooele City Council Approving the Canyon Springs Annexation Agreement
Presented by Roger Baker, City Attorney

Mr. Baker presented the Canyon Springs Annexation Agreement. The City code requires that every Annexation has an approved Annexation agreement. Consideration of the approval annexation is not based off of approval of the Annexation agreement. The agreement states the property is zoned to the R1-8, have a dwelling unit cap of 172-units, and contributions to various funds within the City.

The City Council asked the following questions:
If it goes to the local Boundary Commission, is there a time-frame?

Mr. Baker addressed the Council. The timeframe depends on how quick the Boundary Commission reviews the concerns from the Mosquito Abatement District.

Council Member Hansen motioned to approve Resolution 2022-71 a Resolution of the Tooele City Council Approving the Canyon Springs Annexation Agreement. Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Nay," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

11. Resolution 2022-85 a Resolution of the Tooele City Council Approving a Second Amendment to the Development Agreement for Copper Canyon PUD Between Tooele City and Phoenix of Copper Canyon, LLC
Presented by Roger Baker, City Attorney

Mr. Baker presented an amendment to the development agreement with Phoenix of Copper Canyon. The agreement has been in place for over ten years and is expiring in October. They have asked for an additional ten years. The amendment addresses issues including the completion of Tooele Boulevard, multiple parks, concept for park impact fee credits, minimum lot size, easements for sewer, and enforcement mechanisms.

The Council asked for clarification on the wording of phase 14 and the park.

Mr. Baker provided a clarification. It is a part of the enforcement mechanism. They are not able to get building permits for phase 14, until the park and road are finished. Mr. Baker added that working with Bach Homes on this amendment has been a positive and productive.

Chairman Brady motioned to approve Resolution 2022-85 a Resolution of the Tooele City Council Approving a Second Amendment to the Development Agreement for Copper Canyon PUD Between Tooele City and Phoenix of Copper Canyon, LLC. Council Member Hansen seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

12. Resolution 2022-82 a Resolution of the Tooele City Council Approving an Agreement with J-U-B Engineers for the Public Works Campus Master Plan
Presented by Jamie Grandpre, Public Works Director

Mr. Grandpre presented the Master Plan for the Public Works Campus Master Plan. J-U-B Engineers will put together a master plan and site plan will be categorized existing facility and potential facilities, including phase one. The cost is $59,000 funded from the water & streets budget.

Council Member Manzione motioned to approve Resolution 2022-82 a Resolution of the Tooele City Council Approving an Agreement with J-U-B Engineers for the Public Works Campus Master Plan. Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

13. Resolution 2022-83 a Resolution of the Tooele City Council Approving an Agreement with American Chiller Mechanical Service for Heating and Air Conditioning Control and Boiler Upgrades at City Hall
Presented by Darwin Cook, Parks & Recreation Director

Mr. Cook presented an agreement with American Chiller Mechanical Service for the heating and air conditioning in City Hall. The controllers and parts are outdated and need to be replaced. The building is zoned into four parts to be controlled and monitored through an online program. American Chiller is recommending to replace single boiler to a dual boiler system. The contract is for $177,707.

Council Member McCall motioned to approve Resolution 2022-83 a Resolution of the Tooele City Council Approving an Agreement with American Chiller Mechanical Service for Heating and Air Conditioning Control and Boiler Upgrades at City Hall. Chairman Brady seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

14. Resolution 2022-84 a Resolution of the Tooele City Council Approving an Agreement with American Chiller Mechanical Service for Heating and Air Conditioning Control and Boiler Upgrades at the Pratt Aquatics Center
Presented by Darwin Cook, Parks & Recreation Director

Mr. Cook presented an agreement with American Chiller Mechanical Service for heating and air conditioning control and boiler upgrades at the Pratt Aquatics Center in the amount of $216,707.

Council Member Manzione motioned to approve Resolution 2022-84 a Resolution of the Tooele City Council Approving an Agreement with American Chiller Mechanical Service for Heating and Air Conditioning Control and Boiler Upgrades at the Pratt Aquatics

Center. Council Member McCall seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

15. Resolution 2022-86 a Resolution of the Tooele City Council Approving an Agreement with Broken Arrow for the Construction of Park and Trail Facilities at England Acres Park
Presented by Darwin Cook, Parks & Recreation Director

Mr. Cook presented an agreement with Broken Arrow for the construction of Park and Trail Facilities at England Acres Park for phase two. They will begin the project immediately with the estimated finish date of May 15th.

Council Member Manzione motioned to approve Resolution 2022-86 a Resolution of the Tooele City Council Approving an Agreement with Broken Arrow for the Construction of Park and Trail Facilities at England Acres Park with the condition that the contract can be canceled for easement issues. Chairman Brady seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

16. Resolution 2022-87 a Resolution of the Tooele City Council Approving an Agreement with Beck Construction & Excavation for the Main Street (SR-36) Parking Project
Presented by Jamie Grandpre

Mr. Grandpre presented an agreement with Beck Construction & Excavation for adding 5 parking spots on the west side of Main Street in the amount of $78,071 funded by COG, government grant.

Council Member Hansen motioned to approve Resolution 2022-87. Chairman Brady seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

17. Minutes
There are no changes to the minutes.

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

18.Purchase Orders and Invoices
Ms. Potter presented the following invoices:

Ken Garff West Valley for a 2022 Ford Super Duty for the Parks Department in the amount of $44,800
Ken Garff West Valley for Fire Department Vehicles in the amount of $100,000
Ken Garff West Valley for the Police Department for three 2023 Ford Interceptors in the amount of $134,064
Ken Garff West Valley for two 2023 Ford Interceptors for the Police Department in the amount $89,367

Council Member McCall motioned to approve the invoices as presented. Council Member Manzione seconded the motion. The vote was as follows: Council Member Hansen, "Aye," Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

19. Adjourn
Chairman Brady adjourned the meeting at 8:24pm.

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

Approved this ___ day of October, 2022

_____
Justin Brady, City Council Chair

TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE

10/04/22

DESCRIPTION OF EXPENDITURE:

VENDOR: NICKERSON COMPANY INC. V# 00460

WELL PUMP AND MOTOR FOR BERRA WELL

REVENUE LINE ITEM:	ACCOUNT NUMBER	CURRENT BUDGET	RECEIPTS TO DATE	ADDITIONAL FUNDING	TOTAL FUNDING
*					0.00
*					

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
BERRA BLVD WELL (IF)	51 5120 731127	0.00	424,072.50	93,656.00	(517,728.50)
TOTAL:				93,656.00	

*Will need a line item adjustment from Berra Wellhouse

REQUESTED /s/ Jamie Grandpre
DEPARTMENT HEAD

REVIEWED Shannon Wimmer
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN

NICKERSON COMPANY INC.

P.O. BOX 25425
SALT LAKE CITY, UT 84125
(801) 973-8267 FAX
(801) 973-8888
sales@nicopumps.com
www.nicopumps.com

INVOICE

Number	J24191
Date	08/26/22
Page	1

Customer: TOOCIT
TOOELE CITY CORP.
90 NORTH MAIN
TOOELE UT 84074-2139

Ship-to: TEMP
TOOELE CITY CORP.
BERRA DEEP WELL AND BOOSTER STATION
PARTIAL BILLINGS
00000

Job#	Name	Freight	Ship Via
22000165	BERRA DEEP WELL, 300HP,	PREPAID	BEST WAY

Reference#	Sp	Terms	Tax Code	Wh	Billing
65167	GPN	NET 30 DAYS	UTX	01	TIME & MATERIALS

Description	Amount
300HP, VHS, 460/3/60, 1800 RPM 1 EA @ 24300.00 1-15/16" CLUTCH, PREMIUM EFFICIENT, INVERTOR DUTY GE MOTOR	24300.00
30HP, VHS, NRR, 460/3/60, 2 EA @ 3816.00 1800 RPM, 1-1/4" CLUTCH, PREMIUM EFFICIENT, INVERTOR DUTY GE MOTOR.	7632.00
75HP, VHS, NRR, 460/3/60, 3 EA @ 6520.00 1800 RPM, 1-1/4" CLUTCH, PREMIUM EFFICIENT, INVERTOR DUTY GE MOTOR.	19560.00
NATIONAL K10LC-5 STAGE CIBF 2 EA @ 7807.00 BOWL ASSEMBLIES WITH COLUMN PIPE AND COLUMN PIPE SHAFTING OVERALL LENGTH 19'3" LESS DISCHARGE HEADS.	15614.00
NATIONAL J11HC-4 STAGE CIBF 3 EA @ 8850.00 BOWL ASSEMBLIES WITH COLUMN PIPE AND COLUMN PIPE SHAFTING OVERALL LENGTH 19'3" LESS DISCHARGE HEADS.	26550.00

PARTIAL BILLING FOR 300HP VHS MOTOR FOR DEEP WELL
PARTIAL BILLING FOR 30HP AND 75HP MOTORS FOR BOOSTER PUMP BOWL ASSEMBLIES
PARTIAL BILLING FOR NATIONAL BOWL ASSEMBLIES WITH COLUMN PIPE FOR BOOSTER PUMPS LESS HEADS

VENDOR # 004460
P.O. # 65167
DEPT. # 51-5120-731127
DATE 9/2/22
AMOUNT $93,656.00
SIGNATURE [signature]

TERMS: Net due upon receipt unless accepted for credit; Net 30 days. This account is subject to a FINANCE CHARGE for late payment. This charge is computed at an annual percentage rate of 18% (periodic monthly rate of 1.5%) on the total past due balance. If it is necessary to employ an attorney, or incur any other costs to collect this invoice, all costs are to be paid by customer.

Amount	Freight	Tax	Total Due
93656.00	.00	.00	93656.00

THANK YOU! WE APPRECIATE YOUR BUSINESS.

Customer Copy

... Last Page

Tooele City
Est. 1853

REQUEST FOR PURCHASE ORDER
PUBLIC WORKS DEPARTMENT

DIVISION: Public Works

Vendor: Nickerson Company inc Vendor #: 004460

Account #: 51-5120-731127 Date: 3/31/2022

Amount: $ 379,296.00 Signature: [illegible]

Item(s) Description: Berra Well - Deep well pump and motor and booster pumps

Reason for Purchase: Needed for new well house

Approval:

Signature [illegible] PO#: 65167

WHEN APPROVED PLEASE FORWARD THE APPROVAL TO:

NOTES: Please Rush! pd. 8/3/22 Invoice J3945 $68,148—

NICKERSON COMPANY INC.
PUMPS

QUOTATION

March 25, 2022

Tooele City

WE ARE PLEASED TO QUOTE THE FOLLOWING:

BERRA DEEP WELL 1500 GPM @ 545' TDH

MOBILIZE, DRIVE TO SITE, SET UP, FURNISH AND INSTALL THE FOLLOWING NEW EQUIPMENT.
NATIONAL M14MC-6 STAGE BOWL ASSEMBLY CAST IRON BRONZE FITTED, OIL LUBRICATED RATED AT 1500GPM @ 545' TDH
FABRICATED STEEL DISCHARGE HEAD TO INCLUDE 10" 150# DISCHARGE, 20" MOTOR BD, OIL LUBE TENSION ASSEMBLY, 1 GALLON OIL POT WITH SOLINOID VALVE AND DISTRIBUTION COPPER FITTED TREE. NSF COMPLIANT EPOXY COATING
10" X 3" X 1-15/16" COLUMN TUBE AND SHAFT. FOR SETTING DEPTH OF 590'.
1 RUN OF 1-1/4" SLIP JPOINT PVC PIPE TO 590' SETTING DEPTH
MICRO TRANSDUCER AND DRY BOX FOR 590' SETTING DEPTH
300HP, VHS, NRR, 300% EXTRA HIGH THRUST BEARING, CONDINSATE HEATER, WPI ENCLOSURE. 460/3/60, PREMIUM EFFICINT, INVERTOR DUTY MOTOR. ESTIMATED BEARING LIFE OF 158,000.00 HOURS ON THRUST BEARING
ALSO INCLUDES: EXTEND WELL CASING PIPE TO GRADE, INSTALL WELL SEAL. EXTEND TRANSDUCER TUBE AND BRAVEL PACK TUBE.
CLORINATE WELL
INSTALL ALL NEW EQUIPMENT AND START UP ONCE ELECTRICAL AND PIPING IS COMPLETE

VENDOR # 00460
P.O. # 65167
DEPT. # 51-5180-731127
DATE 3/31/2022
AMOUNT $379,296.00
SIGNATURE [signature]
Debra E. [signature]

NET: 147,616.00
EXCLUDES ALL TAXES

BERRA BOOSTER PUMPS

500 GPM @ 190' TDH

2301 WEST INDIANA AVE • P.O. BOX 25425 • SALT LAKE CITY, UTAH 84125 • PHONE (801) 973-8888 • FAX (801) 973-8267
E-MAIL: sales@nicopumps.com • WEB PAGE: www.nicopumps.com

FURNISH AND START UP THE FOLLOWING

NATIONAL K10LC-7 STAGE CIBF BOWL PRODUCT LUBE TO INCLUDE COLUMN PIPE, LINESHAFT COUPLINGS, BEARINGS TO LENGTH NEEDED TO FIT IN CANS AS PER DRAWINGS
6" X 16.5 FBRICATED STEEL DISCHARGE HEAD WITH STUFFING BOX
12" X 21' TOTAL LENGTH CAN WITH 18" LONG 10" PIPE WITH 10" FLANGE FOR INLET HEAD TO CAN FLANGE GASKETS AND ALL HEAD TO CAN FLANGE GASKETS INCLUDED.
75HP, 1800RPM, WPI ENCLOSURE, 460/3/60, PREMIUM EFFICENNT, INVERTOR DUTY MOTOR.
DISCHARGE HEAD NSF COMPLIANT COATING ON EXTERIOR
CANS TO HAVE NSF COMPLIANBT COATING AND LINING (BOTH INTERIOR AND EXTERIOR OF CANS TO HELP WITH POSSABLE EXTERIOR CORROSION.
BOWL, COLUMN PIPE WILL INCLUDE NSF COMPLIANT COATINGS ON EXTRIOR OF PIPE AND BOWL ASSEMBLY.
START UP ONCE ELECTRICAL IS DONE AND ALL PIPING IS COMPLETE

NET EACH: $38,831.00 X 2 = $77,662.00

<u>1000 GPM @ 190' TDH</u>

_FURNISH AND START UP THE FOLLOWING

NATIONAL J11HC-4 STAGE CIBF BOWL PRODUCT LUBE TO INCLUDE COLUMN PIPE, LINESHAFT COUPLINGS, BEARINGS TO LENGTH NEEDED TO FIT IN CANS AS PER DRAWINGS
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START UP ONCE ELECTTRICAL IS DONE AND ALL PIPING IS COMPLETE

NET EACH: $ 45,068.00 X 3= 135,204.00

<u>SPARE PUMP CAN WITH STEEL PLATE COVER</u>

FURNISH 1 EACH 12" X 21' STEEL CAN WITH 18" LONG PIPE WITH 10" FLANGE FOR INLET, COATED AND LINED WITH GASKET AND BOLTING FOR COVER

NET EACH: $ 18,814.00

<u>COMMENTS/CLARIFICATIONS</u>
NICKERSON STANDARD TERMS OF SALE AND WARRANTY APPLY
EQUIPMENT WILL BE BILLED AS COMPLETE PUMPS ARRIVE AT OUR FACILITY AND INSTALLATION ON DEEP WELL WILL BE BILLED AFTER INSTALLATION AND BEFORE STARTUP. (QUESTION ON THIS PLEASE CALL FOR CLARIFICATION)

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NICKERSON COMPANY INC.
PUMPS

PRICING DOES NOT INCLUDE INSTALLATION, START-UP OR SUPERVISION OF INSTALLATION, CONTROLS, WIRE, ELECTRICAL HOOK - UP, VALVES, AUXILIARY PIPING, VALVES, FITTINGS, SPECIAL COATINGS, ETC. **OTHER THAN MENTIONED ABOVE.**
ELECTRITION WILL NEED TO INSTALL TRANSDCUER AND TERMINATION ENCLOSURE AND WIRE
NICKERSON COMPANY DOES NOT WIRE ANYTHING SOLD IN THIS QUOTE. WE ARE NOT SUPPLYING THE PANEL TO CONTROL THE PUMP, MOTOR, TRANSDUCER.
STATE AND LOCAL TAXES ARE NOT INCLUDED

MANUFACTERS STANDARD WARRANTY TO APPLY

NICKERSON COMPANYS TERMS AND CONDITIONS TO APPLY

PRICING IS FIRM THROUGH DELIVERY SUBJECT TO ACCEPTANCE WITHIN 14 DAYS

WE DO NOT ACCEPT LIQUIDATED DAMAGES AS OUR SUPPLIERS DO NOT ACCEPT LIQUIDATED DAMAGES

GARRY NOYCE

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MEMORANDUM

To: Michelle Pitt, Recorder
From: Jamie Grandpre, Public Works Director
Date: April 5, 2022
Subject: Nickerson Company Inc -Well Pump Motors

Tooele City Public Works has sole sourced with Nickerson's Company for well pumps and motors since 1980. Tooele City WRF pumps and motors in operation today have been supplied, installed and even repaired by Nickerson's.

With the depth that most of our wells, we have one that is at 880 feet, pumps are installed at requires a mid-stretch tension assembly. This assembly allows the tension to be pulled out of the lower tube and shaft so there will be enough lateral in the bowl assembly to allow for proper running lift of the pump. The only other company that is capable of installing the mid-stretch assembly is Widdison Turbine and they do not supply pumps and motors. Widdison Turbine is contracted more for rehabilitation work and not the initial furnish and installation of pumps and motors. Nickerson's has their own 70 ton crane and crews that are capable of performing the installation and furnishing of the pumps and motors.

Nickerson's as the supplier will oversee the manufacturing of parts and fittings, and performing the installation work we reduce the risks of parts not matching properly, which could result in increased costs, delays and impacts on warranty. They are the only fully furnished company from suppling the parts, to manufacturing the needed fittings and performing the installation work. If we were to break away from there we would have multiple vendors supplying the needed parts and labor and then trying to piece meal all of the components together and have multiple warranties and companies to coordinate with when issues arises in the future.

Pricing for these components are very volatile right now and prices are increasing rapidly. The quotes given are for 14 days and we are 10 days in and there is talk that they might even be higher if we wait too much longer.

Please consider this request for sole supply and we look forward to the issuance for a PO so that we can secure these items quickly.

TOOELE CITY CORPORATION
City Recorders Office
90 NORTH MAIN STREET
TOOELE, UT 84074
(435) 843-2110 FAX (435) 843-2119

PURCHASE ORDER

PO Number: 65167 **Date:** 04/05/2022

Request #: REQ97928 **Vendor #:** 00460

ISSUED TO: NICKERSON COMPANY INC
2143 W INDIANA AVE
PO BOX 25425
SALT LAKE CITY, UT 84125

SHIP TO: TOOELE CITY WATER DEPARTMENT
1015 S COLEMAN ST
TOOELE, UT 84074

ITEM	UNITS	DESCRIPTION	UNIT PRICE	GL ACCOUNT NUMBER	EXTENDED AMOUNT
1	0	BERRA WELL DEEP WELL PUMP/MOTOR/BOOSTER F	0.00	51-5120-731127	379,296.00

FOR QUOTE ONLY. DO NOT PAY.

Old PO cant use in new fiscal year need new PO

Approved By:

SUBTOTAL:	
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	379,296.00

1. Original invoice plus one copy must be sent to: Tooele City Corporation, 90 North Main Street, Tooele, UT, 84074.
2. Payment may be expected within 30 days of receipt of goods, unless otherwise stated.
3. C.O.D. shipment will not be accepted.
4. Purchase order numbers must appear on all shipping containers, packaging slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without written approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state, and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. The City is exempt from federal excise and state tax - ID# 11885616-002.

Tooele City
Est. 1853

REQUEST FOR PURCHASE ORDER
PUBLIC WORKS DEPARTMENT

DIVISION: Public Works

Vendor: Nickerson Company inc Vendor #: 004600

Account #: 51-5120-731127 Date: 3/31/2022

Amount: $ 379,296.00 Signature: [illegible]

Item(s) Description: Berra Well - Deep well pump and motor and booster pumps

Reason for Purchase: Needed for new well house

Approval:

Signature [illegible] PO#: 65167

WHEN APPROVED PLEASE FORWARD THE APPROVAL TO:

NOTES:
Please RUSH!

NICKERSON COMPANY INC.
PUMPS

QUOTATION

March 25, 2022

Tooele City

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VENDOR # 00460
P.O. # 65167
DEPT. # 51-5180-731127
DATE 3/31/2022
AMOUNT $379,296.00
SIGNATURE Debra E. [illegible]

NET: 147,616.00
EXCLUDES ALL TAXES

BERRA BOOSTER PUMPS

500 GPM @ 190' TDH

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GARRY NOYCE

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Tooele City
Est. 1853

Recorder's Off

Tooele City Council Bu

Date: Wednesday, August 17, 2022
Time: 7:00 p.m.
Place: Tooele City Hall, Council Chambers
90 North Main Street, Tooele, Utah

City Council Members Present:
Justin Brady
Maresa Manzione
Tony Graf
David McCall

City Council Members Excused:
Ed Hansen

Planning Commission Members Present:
Chris Sloan

City Employees Present:
Mayor Debbie Winn
Jim Bolser, Community Development Director
Adrian Day, Police Department Chief
Roger Baker, City Attorney
Shannon Wimmer, Finance Director
Michelle Pitt, City Recorder
Holly Potter, Deputy City Recorder
Jamie Grandpre, Public Works Director
Paul Hansen, City Engineer

Minutes prepared by Katherin Yei

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

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

2. Roll Call
Tony Graf, Present
Justin Brady, Present
Maresa Manzione, Present
Dave McCall, Present

must provide it at taxpayer expense. Most recently the City has had two public defenders from two different law firms. The public defender contract rate of pay has not been raised in seven years. The City must make sure they pay the public defenders sufficiently to maintain the contract and provide indigent defendants with effective assistance of counsel. The proposed Public Defender contract is for Linares Law Office and Bonewell Morris & Associates.

Council Member Graf motioned to approve Resolution 2022-72. Council Member McCall seconded the motion. The vote was as follows: Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

11. Resolution 2022-73 a Resolution of the Tooele City Council Approving and Ratifying a Contract Change Order No.2 with Broken Arrow Inc. for the 2022 Roadway Improvement
Project Presented by Paul Hansen, City Engineer

Mr. Hansen presented a change order to ratify and approve the contract for the Sunset roadway with Broken Arrow. The contract is to replace the water main, curb and gutter. In an emergency situation, they did approve the contractors to extend the water main. During the work, the concrete park strip does not fit. This resolution allowed them to remove and replace the park strip. The contract is approving the amount of $50,128.85.

Chairman Brady Resolution 2022-73. Council Member Manzione seconded the motion. The vote was as follows: Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

12. Minutes
There are no changes to the minutes.

Council Member McCall motioned to approve Minutes. Council Member Graf seconded the motion. The vote was as follows: Council Member Graf, "Aye," Council Member Brady, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

13. Invoices
Ms. Pitt presented the following invoices:

Tooele County Sherriff's Department for 3rd quarter dispatch fees in the amount of $80,364.75.
Veolia for service and repair of rotor at the wastewater treatment plant in the amount of $34,992.00.
Nickerson Company for a motor tube and shaft for the Berra deep well in the amount of $68,148.00.
Nickerson Company for a motor tube and shaft for the Red Del Papa deep well in the amount of $98,170.00.

TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE

10/03/22

DESCRIPTION OF EXPENDITURE: **VENDOR:** BROKEN ARROW V# 00093

ROAD SALT FOR FY22 - OPEN PURCHASE ORDER

REVENUE LINE ITEM:	ACCOUNT NUMBER	CURRENT BUDGET	RECEIPTS TO DATE	ADDITIONAL FUNDING	TOTAL FUNDING
					0.00

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
ROAD SALT	10 4411 482002	65,000.00	0.00	65,000.00	0.00
TOTAL:				65,000.00	

REQUESTED /s/ Jamie Brandpe
DEPARTMENT HEAD

REVIEWED Shannon Wimmer
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN

Tooele City
Est. 1853

REQUEST FOR PURCHASE ORDER
PUBLIC WORKS DEPARTMENT

DIVISION: PW Office

Vendor: Broken Arrow Vendor #: 00093

Account #: 10-4411-482002 Date: 9/28/22

Amount: $ 105,000.00 Signature: [signature]

Item(s) Description: 2022 Road Salt

Reason for Purchase: Blanket PO for 2022 Winter Season / Road Salt
Price per ton (Type C) $22.00
Price per ton (Rapid Thaw) $32.00

Approval:

Signature _____ PO#: _____

WHEN APPROVED PLEASE FORWARD THE APPROVAL TO:

_____

NOTES: * OK to wait for Oct. 19th council

COPY

BROKEN ARROW
McFarland - Hullinger
Quality & Integrity

August 31, 2022

Public Works Department
TOOELE CITY
90 NORTH MAIN STREET
TOOELE UT 84074

RE: Road Salt

Attn: Purchasing Manager

Dear Sir or Madam:

Broken Arrow Inc. is a major supplier of road salt (deicing) in the Salt Lake and Utah area. It is our understanding that you have requirements for this material during the winter months. Our road salt meets all of the specifications required by the state of Utah and PNS. Therefore we wish to submit a price for **Type C Salt per ton delivered**.

Price per ton delivered for Type C will be: $22.00
Price per ton delivered for Rapid Thaw will be: $32.00

We appreciate you reviewing our bid and should you have any questions please contact Tracy Peterson (435) 882-3942.

Thank you
Jared Bunn
Broken Arrow

Need an open PO
for road salt
$65,000
will need to go
to council