

PUBLIC NOTICE

Notice is hereby given that the Tooele City Council will meet in a Business Meeting on Wednesday, October 16, 2024 at the hour of 7:00 p.m. The meeting will be held in the Tooele City Hall Council Chambers, located at 90 North Main Street, Tooele, Utah. The complete public notice is posted on the Utah Public Notice Website www.utah.gov, the Tooele City Website www.tooelecitey.gov, and at Tooele City Hall. To request a copy of the public notice or for additional inquiries please contact Michelle Pitt, City Recorder at (435)843-2111 or michellep@tooelecitey.gov.

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

AGENDA

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Swearing in of Deputy Fire Chief, Jed Colovich**
Administered by Loretta Herron, Deputy Recorder
4. **Tooele City's Healthy Utah Community Designation Presentation**
Presented by Parks and Recreation Department
5. **Public Comment Period**
6. **Public Hearing and Motion on Ordinance 2024-29** An Ordinance of Tooele City Amending Tooele City Code Sections 7-4-9, 7-16-4 (Table 2), and 7-19-6 Regarding Industrial Landscaping
Presented by Andrew Aagard, Community Development Director
7. **Economic Development Quarterly Report**
Presented by John Perez, Economic Development Director
8. **Resolution 2024-82** A Resolution of the Tooele City Council Approving and Ratifying an Agreement with Precision Concrete Cutting, Inc., for Sidewalk Grinding
Presented by Jamie Grandpre, Public Works Director
9. **Resolution 2024-83** A Resolution of the Tooele City Council Approving an Agreement with Broken Arrow, Inc., for Sewer Line Repairs on Benchview Drive
Presented by Jamie Grandpre, Public Works Director
10. **Resolution 2024-85** A Resolution of the Tooele City Council Approving an Agreement with Nelson Brothers Construction Company for Engineering and Design Services Associated with a New Salt Shed Building
Presented by Jamie Grandpre, Public Works Director

11. **Resolution 2024-84** A Resolution of the Tooele City Council Approving an Agreement Change Order with Broken Arrow Construction for the Construction of England Acres Park Phase III Parking Lot
Presented by Darwin Cook, Parks and Recreation Director

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

13. **Minutes**
~ October 2, 2024 Work Meeting
~October 2, 2024 Business Meeting

14. **Adjourn**

Michelle Y. Pitt, Tooele City Recorder

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

TOOELE CITY CORPORATION

ORDINANCE 2024-29

AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE SECTIONS 7-4-9, 7-16-4 (TABLE 2), AND 7-19-6 REGARDING INDUSTRIAL LANDSCAPING.

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

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

WHEREAS, the City Administration and members of the City Council approached Community Development Department staff and requested amendments to the City's landscaping requirements for properties located within the I Industrial zoning district. The Industrial zone is Tooele City's heaviest industrial zone and permits a wide range of very intense industrial uses. Industrial uses generally do generate impacts to surrounding properties in the form of noise, odors, vibrations, truck traffic, glare and so forth. Because these uses do generate impacts they are sequestered into two locations. The first being the Peterson / Ninigret Industrial Depot which was formerly the Tooele Army Depot. The second being the Bolinder area, north of SR 112. Both of these Industrial areas are sufficiently isolated from any residential and commercial areas; and,

WHEREAS, the intent of this ordinance is to eliminate most landscaping requirements for properties located within the Industrial zone to reduce development costs and make development in these areas more financially feasible for development; and,

WHEREAS, the amendments proposed to TCC Section 7-4-9 will remove the requirement that all parking lots include one landscape island for every 15 parking stalls. This proposed amendment does not remove the requirement for parking row end caps but does remove the requirement to include one tree per end cap and other landscaping requirements. The proposed amendments also remove landscaping requirements for parking islands that run the length of the parking rows; and,

WHEREAS, the amendments proposed to TCC Section 7-16-4 are to Table 2, the Table of Development Standards. The first change removes the 15-foot front yard landscaping requirement from the table for properties in the Industrial zone. The second change adds an additional paragraph to note F2 requiring the developer to reclaim areas disturbed during construction by providing a seed mix composed of native Utah grasses

and shrubs and that they provide a disturbed area reclamation plan during the time of site plan design review. A disturbed area reclamation plan is necessary because landscaping does more than just add aesthetics to a site. Landscaping serves to assist in storm water management by reducing water run-off, reducing soil erosion and controlling the spread of noxious weeds. In Utah, when one looks at areas of undisturbed soils they will see a mix of tall grasses, sage brush, rubber rabbit brush, mallow and other plants. These native plants hold the soil in place and prevent the germination of seeds and spores of noxious, non-native, invasive weed species. Once the soil is disturbed these aggressive, fast growing, invasive species seeds will germinate resulting in a proliferation of Russian Thistle (commonly known as the tumbleweed), Goat Heads (commonly known as the sticker weed or puncture vine), Spurge, and even the Sunflower. A properly administered disturbed area mitigation plan will assist in reclaiming the disturbed area to, hopefully, maintain the native Utah landscape appearance and keep the noxious weeds under control; and,

WHEREAS, the proposed amendments to TCC Section 7-19-26 include adding Light Industrial and Industrial Service zonings districts to the section title, thus clarifying a distinct difference between the heavier Industrial zone and the lighter industrial zones. The amendment adds a new section that removes park strip landscaping requirements in industrial zones. The landscaping requirements in the Light Industrial and Industrial Service zones remain unchanged. The changes will only affect the Industrial zone. The proposed amendment will remove park strip landscaping requirements from properties located in the Industrial zone but also requires that the developer take efforts to reclaim areas disturbed during construction by providing a seed mix composed of native Utah grasses and shrubs and that they provide a disturbed area reclamation plan during the time of site plan design review; and,

WHEREAS, the Planning Commission convened a public hearing, as required by U.C.A. §10-9a-205 for land use ordinances and by T.C.C. §7-1A-6 for revisions to the City zoning ordinance, on October 9, 2024, and voted to recommend approval of this ordinance to the City Council; and,

WHEREAS, the City Council convened a public hearing, as required by T.C.C. §7-1A-6 for revisions to the City zoning ordinance, on October 16, 2024:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that the following sections of the Tooele City Code are hereby amended, as described above and as shown in the attached Exhibit A:

- TCC Section 7-4-9.
- TCC Section 7-16-4, Table 2, Table of Development Standards.
- TCC Section 7-19-26.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

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

Exhibit A

Proposed Amendments (Redline)

-7-4-9. Parking Lots.

Every parcel of land containing a public or private parking lot shall be developed and maintained in accordance with the following requirements:

(1) Each off street parking lot shall be surfaced with a bituminous surface course, Portland cement concrete or other approved surface to provide a dustless surface. The Planning Commission, following a recommendation from the City Engineer, must approve any surface that is not bituminous surface course or Portland cement concrete.

(2) The sides and rear of any off-street parking lot which face or abut a residential district shall be adequately screened from such district by a masonry wall or solid visual barrier fence not less than three or more than six feet in height as measured from the high side.

(3) Landscaping.

(a) Each parking lot shall be landscaped and permanently maintained. All landscaping is strongly encouraged to be low or no water use design and varieties. There shall be no natural turf, seed, or sod used for landscaping within parking lot areas. Artificial turf shall be utilized in areas where a sod-like appearance is desired. Trees and shrubs within parking lot areas shall utilize drip-style irrigation systems.

(b) Landscaping area within the parking lot shall also be eligible for calculation into the required site landscaping requirement.

(c) At least 5% of the total area used for parking and related activities shall be landscaped by planting new or preserving existing trees or shrubs.

(d) For the purpose of identifying areas in and around a parking lot that are eligible for consideration, Figure 7-4-2 identifies areas anticipated for consideration.

(e) Landscaping end caps not less than eight feet in width, exclusive of curbing, and extending the entire length of the parking stall it borders, shall be provided at each end of single and double parking rows. Landscape end caps shall be outlined with curbing to ensure the viability of the landscaping and separation between parking and landscaping. These end caps shall include one tree for each single row end cap and two trees for double row end caps.

(i) Parking end caps within the Industrial zoning district are exempt from the landscaping requirements.

(f) Landscaped Islands. Landscaping islands shall be provided in all parking areas as follows:

(i) Parking areas containing less than 75 parking spaces shall not be required to provide landscaped islands that break up rows of parking.

(ii) Parking areas containing less than 75 parking spaces which are part of a phased development that will result in the expansion of the parking for the development to be more than 75 parking spaces shall be required to provide landscaped islands as described in Subsection (f)(iii) herein.

(iii) When required, the maximum number of parking spaces in a row without separation by a landscaping island shall be 15. Landscaping islands shall include 1 tree for single row islands and 2 trees for double row islands. Tree requirement may be waived where pedestrian walkways are provided within the landscape islands.

(iv) All parking lots within the Industrial zoning district are exempt from the parking island requirement and island landscaping requirements.

(g) Where landscaping islands are proposed to run the length of parking rows:

(i) those areas shall include plantings and ground covers with at least one tree per four parking stalls that front upon that landscaping;

(ii) trees shall be evenly spaced through the landscaping area;

(iii) landscaping areas may be broken up by pedestrian pathways that cross the landscaping area only when that pathway is a segment of an established and identified pedestrian pathway beyond the landscaping area and through the parking area

(iv) pedestrian pathways running the length of the landscaping island shall be not less than five feet in width;

(v) pedestrian pathways running the length of the landscaping island may be included in the calculation of landscaping only when landscaping of at least three feet in width is provided between the walkway and the parking spaces it borders.

(vi) All parking lots within the Industrial zoning district are exempt from the landscaping requirements for parking islands that run the length of the parking rows.

7-16-4. Table 2, Table of Development Standards.

Development Requirement	District									
	Mixed Use (MU-G) (MU-B)	Neighborhood Commercial (NC)	General Commercial (GC)	Regional Commercial (RC)	Light Industrial (LI)	Industrial Service (IS)	Industrial (I)	Research & Development (RD)	Downtown Overlay (DO)	Gateway Overlay (GO)
Minimum Required Front Yard Landscape Area (measured from front property line) See Note F1	20 Feet. May be reduced to 0 Feet following approval by the Planning Commission for compliance with Chapter 7-11 Tooele City Code See Note F1	20 Feet. May be reduced to 0 Feet following approval by the Planning Commission for compliance with Chapter 7-11 Tooele City Code See Note F1	15 Feet See Note F1	40 Feet See Note F1	15 Feet See Note F1	15 Feet See Note F1	15 Feet. No landscaping required for auto impound yard, military surplus yards, or vehicle storage yards. See Note H See "Minimum Required Landscape Area" below	15 Feet See Note F1	10 Feet. May be reduced to 0 Feet following approval by the Planning Commission for compliance with Chapter 7-11 Tooele City Code See Note F1	20 Feet See Note F1

Development Requirement	District									
	Mixed Use (MU-G) (MU-B)	Neighborhood Commercial (NC)	General Commercial (GC)	Regional Commercial (RC)	Light Industrial (LI)	Industrial Service (IS)	Industrial (I)	Research & Development (RD)	Downtown Overlay (DO)	Gateway Overlay (GO)
Minimum Required Landscape Area (percentage of total site area which may include required landscaping within parking areas)	No Requirement but must comply with requirements of the Planning Commission for compliance with Chapter 7-11 Tooele City Code See Note F1	No Requirement but must comply with requirements of the Planning Commission for compliance with Chapter 7-11 Tooele City Code See Note F1	10% See Note F1	15% See Note F1	See Note F2	See Note F2	See Note F2	10% See Note F1	No Requirement but must comply with requirements of the Planning Commission for compliance with Chapter 7-11 Tooele City Code See Note F1	15%, provided a greater percentage may be required by the Planning Commission for compliance with Chapter 7-11 Tooele City Code See

Notes:

F1.

No plans for any primary building or structure shall be approved by the Planning Commission or Community Development Department unless a Landscaping Plan is submitted and approved by the Planning Commission or Community Development Department, consistent with the considerations of Tooele City Code §7-11-8. Landscaping in accordance with the approved Landscaping Plan shall be installed prior to issuance of a Certificate of Occupancy unless a bond is posted pursuant to Tooele City Code §7-22-4. The Landscaping Plan shall include at a minimum:

1. A 50/50 mix of evergreen and deciduous trees and shrubs;
2. 60% of trees and shrubs with a minimum caliper of 2 inches and a minimum height of 5 feet;
3. park strip trees, at least one for every 30 feet of right-of-way frontage, in compliance with Tooele City Code §4-11-20 and be of a variety identified in the Tooele City Street Tree Selection Guide.

F2.

1. Critical Areas. "Critical Areas" shall mean those areas of a development site which have a particular sensitivity to environmental considerations, aesthetics, and employee and public convenience, health, and well being. Critical areas shall be determined administratively during discussions/negotiations between Tooele City staff and the developer, and shall address at least the following areas: principle vehicle entrances for employees and customers; principle pedestrian building entrances for employees and customers; employee gathering and rest areas; storm water drainage, detention, and retention facilities; and, screening of exterior building equipment.
2. Minimum Acreage. The 1% site acreage requirement is in addition to, not inclusive of, Critical Area landscaping.
3. Minimum Acreage Requirement Mitigation. In lieu of the 1% acreage landscaping requirement, the developer may pay to Tooele City a mitigation sum equal to the requirement, multiplied by ~~\$20,000~~ 200 per acre, a reasonable average landscaping budget based upon the most current Tooele City Parks and Recreation master planning documents. For example, the optional mitigation sum for a 200-acre site would be \$40,000; for a five-acre site, \$1,000. Tooele City will apply mitigation funds to landscaping improvements in Tooele City Parks.
4. Critical Area Requirement Mitigation. In the event that Tooele city staff and the developer conclude that landscaping of a given Critical Area is not possible or practicable due to feasibility or engineering difficulties, the developer shall pay a mitigation sum equal to the area of the Critical Area not landscaped, multiplied by ~~\$20,000~~ 200 per acre, in lieu of

installing the subject Critical Area landscaping. Financial or budgetary difficulties shall not be considered grounds for a determination of impossibility or impracticability or for payment of a Critical Area requirement mitigation sum.

5. Administrative Appeal. Development applicants affected by the administrative determination referenced above may appeal in writing to the Planning Commission, which shall uphold, modify, or reject the determination. No further administrative appeal shall exist.
6. Areas disturbed during the construction process shall complete the following:
 - i. All areas disturbed by construction shall be reclaimed with a seed mixture of composed of native Utah grasses and shrubs.
 - ii. A disturbed area reclamation plan shall be provided in lieu of a landscape and irrigation plan during the site plan review process.

7-19-26. Park Strip Landscaping in Commercial and Industrial, Light Industrial and Industrial Service zoned Subdivisions.

(1) All park strip areas in commercial and industrial subdivisions, with the exception of paved drive approaches and sidewalks as approved in the site plan, shall be landscaped and perpetually maintained by the owner of the appurtenant property with low or no water use materials and plantings with drip-style irrigation systems for trees and where irrigation is necessary. The use of seeded or sodded lawn grasses in park strips areas of non-residential subdivisions shall be prohibited. The decorative aesthetic or appearance of lawn grass may be accomplished through the use of artificial turf.

(2) (a) The commercial or industrial subdivision developer shall be responsible for the cost of purchasing and planting trees on both sides of all proposed subdivision streets within all park strip areas, except where there are existing trees acceptable to the Director of the Parks and Recreation Departments. Newly planted trees shall not be farther apart than 35 feet. Trees planted in park strip areas shall be of a type listed in the Tooele City Street Tree Selection Guide. Newly planted trees shall not be less than two inches in caliper, measured one foot from the ground, and shall not be shorter than eight feet in height. Trees shall be planted during a season of the year when it reasonably can be expected that they will survive. In no case shall trees be planted sooner than seven days prior to the issuance of an occupancy permit for any structure on the property appurtenant to the park strip.

(b) Commercial or industrial subdivision developers shall do one of the following to ensure compliance with the park strip tree requirement:

(i) post a bond in accordance with the provisions of Section 7-19-12 of the Tooele City Code, in the amount of \$200 per required park strip tree; or

(ii) make a non-refundable payment to Tooele City in the amount of \$200 per required tree, which shall be used by the Director of the Parks and Recreation Department to plant trees within the park strips of the subdivision.

(3) Protective screen planting may be required to secure a reasonably effective physical barrier between residential properties and adjoining uses which minimizes adverse visual, auditory, and other conditions. The screen planting plan shall be approved by the land use authority upon the recommendation of the Community Development and Parks and Recreation Departments.

7-19-26A Park Strip Landscaping in Industrial Subdivisions

1. All Properties located within the Industrial zoning district shall be exempt from any landscaping requirements provided the following are completed:
 - i. All areas disturbed by construction shall be reclaimed with a seed mixture composed of native Utah grasses and shrubs.
 - ii. A disturbed area reclamation plan is provided in lieu of a landscape and irrigation plan during the site plan review process.

TOOELE CITY CORPORATION

RESOLUTION 2024-82

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AND RATIFYING AN AGREEMENT WITH PRECISION CONCRETE CUTTING, INC., FOR SIDEWALK GRINDING.

WHEREAS, Tooele City has more than 220 lane miles of public roadway located within the City limits, most of which has public sidewalks on one or both sides of the roadway, and for which it has maintenance responsibility; and,

WHEREAS, due to settling, tree roots, and other causes, sidewalk panels sometimes sink or rise, creating trip hazards for pedestrians; and,

WHEREAS, Tooele City desires to be reasonably prudent in mitigating risk and in protecting public health and safety, in part by eliminating sidewalk trip hazards; and,

WHEREAS, Precision Concrete Cutting, Inc., has performed a Full Risk Assessment of the City's public sidewalks, and has identified sidewalk panels eligible for grinding (see Exhibit A); and,

WHEREAS, Precision has provided a cost estimate of \$49,764 to grind the eligible sidewalk panels identified in the Assessment (see Exhibit A); and,

WHEREAS, compliance with the notice and bidding requirements of the Tooele City Purchasing Policies and Procedures is not required because Precision provides a sidewalk grinding service that is not generally available on the market and for which competitive bidding is not advantageous; and,

WHEREAS, the City Council approved the \$49,764 Precision expense in its public business meeting on October 2, 2024, on the condition that an agreement with Precision be presented to the Council for approval and ratification at its next business meeting; and,

WHEREAS, the proposed agreement is attached hereto as Exhibit A:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the sidewalk trip hazard grinding agreement with Precision Concrete Cutting, Inc., in the amount of \$49,764, is hereby approved and ratified.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

Exhibit A

Precision Concrete Cutting Agreement and Full Risk Assessment



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and Precision Concrete Cutting, Inc., of 3191 North Canyon Road, Provo, Utah 84604, a corporation, (hereinafter “Contractor”) enter into this Agreement on the 2nd day of October, 2024 (the “Effective Date”).

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

1. Services (Scope of Work). The Contractor shall provide the following services: Grind sidewalk trip hazards according to the Full Risk Assessment dated August 27, 2024, attached hereto.
2. Disclaimer of Right of Control. Contractor shall perform its duties competently. The City disclaims any right to control the Contractor’s performance of the Services.
3. Compensation.
 - a. Rate. The City shall pay the Contractor the sum of \$49,764 for fully performing the Services, pursuant to invoice.
 - b. Total Cost Contract. This Agreement is a “Total Cost Contract.” The contract Rate includes all costs and expenses associated with the provision of the Services.
 - c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.
4. Term of Agreement. Contractor shall fully perform the Services by _____ [DATE].
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
 - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$1,000,000. Contractor shall list the City as an additional insured on endorsements issued under its liability insurance policy. Contractor shall require that all of its subcontractors list the City as an additional insured on endorsements issued under their respective liability insurance policies, with respect to the Services rendered under this Agreement.
 - b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any intentional or negligent act or omission of Contractor and/or its agents and subcontractors arising out of or related to this Agreement.
 - c. Contractor Workers’ Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. In the alternative, assuming eligibility, Contractor may obtain a Workers’ Compensation Coverage Waiver from the Utah Labor Commission. Contractor shall verify that all its subcontractors have purchased and do maintain workers compensation insurance for their employees or have obtained an

exclusion, and shall indemnify the City against claims resulting from a failure to obtain and maintain the insurance.

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

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

TOOELE CITY CORPORATION

CONTRACTOR

Debra E. Winn, Tooele City Mayor

Signature

Print Name/Title: _____

Attest:

Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

Roger Evans Baker, Tooele City Attorney

(Revised 04/27/2023)



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

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

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

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

CHECK APPLICABLE BOX:

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

Name: _____ Social Security Number: _____

Name: _____ Social Security Number: _____

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

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

Contractor Signature

Date



Tooele City
 Attn. Jamie Grandpre
 90 North Main Street
 Tooele, UT 84074
 (435) 843-2130
 jamleg@tooelecit.org

Date: August 27, 2024
 Bid #: UT57675UM
 Expiration Date: November 27, 2024

Precision Concrete Cutting
 3191 North Canyon Road
 Provo, Utah 84604
 (801) 224-0025 - phone
 (801) 224-0062 - fax
 Federal ID #: 04-3800739

Full Risk Assessment

Bryson Larsen
 (801) 310-5101 -cell

Total Ln. Ft.
 1,129.0

Total Ln. Ft.
 995.277

PRECISION CONCRETE CUTTING						
No.	Size	Size	Lineal Feet	Location	Map Pin	Inch Feet
1	0.875	0	8	1 OF 3 North of main entrance to Tooele High	Extended Cut	3.500
2	1.75	0.75	4	2 OF 3 North of main entrance to Tooele High	Extended Cut	5.000
3	0.875	0.75	1.5	3 OF 3 North of main entrance to Tooele High		1.219
4	0.875	0	5	CURB CUT CROSSCUT 1 OF 2 276 W Vine St	Handicap Ramp	2.188
5	1.125	0.375	5	L CUT 2 OF 2 276 W Vine St	Handicap Ramp	3.750
6	1.125	0.875	5	8 N 200 W Vine St Market		5.000
7	Recommended Replacement**			147 W Vine St	Spalling	-
8	Recommended Replacement**			137 W Vine St	Spalling	-
9	Recommended Replacement**			97 W Vine St	Cracks	-
10	Recommended Replacement**			97 W Vine St	Cracks	-
11	Recommended Replacement**			91 W Vine St	Cracks	-
12	Recommended Replacement**			26 W Vine St	Spalling	-
13	Recommended Replacement**			14 W Vine St	Spalling	-
14	Recommended Replacement**			82 S Main St	Cracks	-
15	Recommended Replacement**			86 S Main St	Cracks	-
16	1.125	0.5	5	110 S Main St		4.063
17	1.375	0	5.5	110 S Main St		3.781
18	1.25	0.375	5.5	116 S Main St		4.469
19	1	0	5.5	128 S Main St	Crosscut	2.750
20	1.375	0	6	128 S Main St	Crosscut	4.125
21	1.125	0.875	5	148 S Main St		5.000
22	1.125	0.5	5.5	148 S Main St		4.469
23	1	0.875	5	254 S Main St		4.688
24	1.375	0.75	5	254 S Main St		5.313
25	1	0.75	5	324 S Main St		4.375
26	Recommended Replacement**			350 S Main St	Cracks	-
27	1.25	0.75	5	384 S Main St		5.000
28	1.125	0.25	5.5	24 W 400 S by one way sign		3.781

29	1.25	0.75	4	70 W 400 S		4.000
30	1.5	0.75	4.5	70 W 400 S		5.063
31	Recommended Replacement**			377 S 100	Spalling	-
32	Recommended Replacement**			377 S 100	Cracks	-
33	Recommended Replacement**			353 S 100 W	Cracks	-
34	Recommended Replacement**			335 S 100 W	Cracks	-
35	Recommended Replacement**			333 S 100 W by south property line	Cracks	-
36	Recommended Replacement**			333 S 100 W	Cracks	-
37	Recommended Replacement**			333 S 100 W	Cracks	-
38	Recommended Replacement**			305 S 100 W entire property	Cracks	-
39	Recommended Replacement**			301 S 100 W entire property	Cracks	-
40	Recommended Replacement**			289 S 100 W	Out of Spec	-
41	Recommended Replacement**			273 S 100 W entire property	Cracks	-
42	Recommended Replacement**			255 S 100 W	Cracks	-
43	Recommended Replacement**			231 S 100 W	Cracks	-
44	Recommended Replacement**			213 S 100 W cracks and spalling	Spalling	-
45	Recommended Replacement**			207 S 100 W entire property on 100 W side cracks and spalling	Cracks	-
46	Recommended Replacement**			207 S 100 W	Spalling	-
47	Recommended Replacement**			207 S 100 W	Cracks	-
48	Recommended Replacement**			184 S Main St MISSING CHUNKS AND CRACKS	Spalling	-
49	Recommended Replacement**			East of 54 W 200 S	Spalling	-
50	Recommended Replacement**			54 W 200 S	Cracks	-
51	Recommended Replacement**			62 W 200 S	Cracks	-
52	Recommended Replacement**			62 W 200 S MISSING CHUNKS	Cracks	-
53	Recommended Replacement**			70 W 200 S MISSING CHUNKS	Cracks	-
54	1.5	0.125	6	80 W 200 S		4.875
55	1.875	1.125	6	80 W 200 S		9.000
56	Recommended Replacement**			80 W 200 S MISSING CHUNKS	Spalling	-
57	Recommended Replacement**			193 S 100 W ENTIRE PROPERTY ON 200 S SIDE	Cracks	-
58	1	0.75	5	193 S 100 W corner		4.375
59	1	0.625	5	193 S 100 W		4.063
60	1	0.75	5	193 S 100 W		4.375
61	1.375	1.25	5	193 S 100 W		6.563
62	1	1	5	193 S 100 W		5.000
63	2	1	5.5	193 S 100 W		8.250
64	Recommended Replacement**			193 S 100 W	Cracks	-
65	2	0.875	6	193 S 100 W		8.625
66	2	0	6.5	193 S 100 W	Crosscut	6.500
67	1	0.375	5.5	153 S 100 W		3.781
68	Recommended Replacement**			153 S 100 W MISSING SODEWALK PANEL	Out of Spec	-
69	Recommended Replacement**			153 S 100 W	Cracks	-
70	Recommended Replacement**			145 S 100 W	Cracks	-
71	1.375	0	6	145 S 100 W	Crosscut	4.125
72	Recommended Replacement**			145 S 100 W northern property line area	Cracks	-

73	Recommended Replacement**			139 S 100 W	Cracks	-
74	1.875	1.25	5	139 S 100 W		7.813
75	1.25	0.5	5.5	139 S 100 W		4.813
76	1	0.5	5	139 S 100 W		3.750
77	1.375	0.25	5.5	139 S 100 W		4.469
78	2.25	0	7	CROSSCUT 125 S 100 W	Client Review	7.875
79	Recommended Replacement**			125 S 100 W	Cracks	-
80	Recommended Replacement**			125 S 100 W ENTIRE LOT 100 W SIDE	Cracks	-
81	Recommended Replacement**			125 S 100 W ENTIRE 100 S SIDE CRACKS AND SPALLING	Cracks	-
82	1.125	0	4	1 OF 3 NW corner of 110 S Main St property	Handicap Ramp	2.250
83	1.125	0.5	3.5	2 OF 3 NW corner of 110 S Main St property	Handicap Ramp	2.844
84	1	0.75	3.5	L CUT CURB CUT 3 OF 3 NW corner of 110 S Main St property	Handicap Ramp	3.063
85	Recommended Replacement**			North side of 110 S Main St property CRACKS AND MISSING CHUNKS between driveway and Nw corner	Cracks	-
86	Recommended Replacement**			110 S Main St north driveway	Cracks	-
87	1	0	5.5	North side of 110 S Main St	Crosscut	2.750
88	Recommended Replacement**			North side of 110 S Main St	Spalling	-
89	Recommended Replacement**			94 S Main St Tooele Tire	Cracks	-
90	Recommended Replacement**			24 W 100 S	Cracks	-
91	Recommended Replacement**			30 W 100 S Eben Ezer Tooele	Cracks	-
92	1.25	0	6	46 W 100 S Dalry Delight drive thru exit	Crosscut	3.750
93	1	0.125	5.5	56 W 100 S		3.094
94	1	0.25	5.5	56 W 100 S		3.438
95	1.125	0.875	5	56 W 100 S		5.000
96	Recommended Replacement**			56 W 100 S west property line	Cracks	-
97	1	0	5.5	78 W 100 S	Crosscut	2.750
98	1	0.125	5.5	78 W 100 S		3.094
99	1	0	5.5	95 S 100 W on 100 S side	Crosscut	2.750
100	2.125	0	6.5	CRPSSCUT 95 S 100 W on 100 S side	Client Review	6.906
101	1.375	0	6	CRPSSCUT 95 S 100 W on 100 S side NOT TO BE CUT UNLESS HAZARD 100 IS APPROVED	Client Review	4.125
102	1.125	0	6	95 S 100 W on 100 S side	Crosscut	3.375
103	1	0.75	5	95 S 100 W on 100 S side		4.375
104	1.5	0	6.5	95 S 100 W on 100 S side	Crosscut	4.875
105	1	0.875	5	95 S 100 W		4.688
106	1.375	0.375	5.5	95 S 100 W		4.813
107	1	0	5.5	95 S 100 W	Crosscut	2.750
108	1.5	0	6	95 S 100 W	Crosscut	4.500
109	1	0.625	5	81 S 100 W		4.063
110	1.25	0.625	5.5	81 S 100 W		5.156
111	1.875	0.125	6.5	81 S 100 W		6.500
112	Recommended Replacement**			81 S 100 W	Cracks	-

113	Recommended Replacement**			67 S 100 W	Cracks	-
114	1.375	0.125	6.5	67 S 100 W		4.875
115	1.375	0.625	5.5	67 S 100 W		5.500
116	Recommended Replacement**			67 S 100 W	Cracks	-
117	Recommended Replacement**			67 S 100 W	Cracks	-
118	Recommended Replacement**			37 S 100 W entire property cracked and spalling with missing chunks	Cracks	-
119	1.375	0.5	5.5	31 S 100 W		5.156
120	Recommended Replacement**			21 S 100 W cracks with missing chunks entire length of property	Cracks	-
121	Recommended Replacement**			97 W Vine St entire length of property ON 100 W SIDE	Cracks	-
122	1.375	0.375	6	40 S 100 W		5.250
123	1	0.625	5	40 S 100 W fiber optics cover		4.063
124	1.125	0.625	5.5	40 S 100 W		4.813
125	Recommended Replacement**			50 S 100 W north property line	Spalling	-
126	1.375	0.625	5.5	50 S 100 W		5.500
127	Recommended Replacement**			60 S 100 W north property line	Cracks	-
128	Recommended Replacement**			60 S 100 W	Cracks	-
129	Recommended Replacement**			82 S 100 W	Cracks	-
130	Recommended Replacement**			82 S 100 W single crack with many missing chunks	Cracks	-
131	Recommended Replacement**			82 S 100 W cracks and missing chunks	Spalling	-
132	1.25	0.5	5.5	92 S 100 W		4.813
133	1.375	0.375	6	92 S 100 W		5.250
134	Recommended Replacement**			126 S 100 W entire property	Cracks	-
135	Recommended Replacement**			132 S 100 W	Cracks	-
136	Recommended Replacement**			132 S 100 W	Cracks	-
137	1.875	1.25	5.5	150 S 100 W		8.594
138	1	0.375	5.5	150 S 100 W		3.781
139	Recommended Replacement**			150 S 100 W	Out of Spec	-
140	Recommended Replacement**			156 S 100 W	Out of Spec	-
141	Recommended Replacement**			156 S 100 W mailbox	Out of Spec	-
142	Recommended Replacement**			156 S 100 W	Out of Spec	-
143	Recommended Replacement**			176 S 100 W	Out of Spec	-
144	1.375	0	6	176 S 100 W	Crosscut	4.125
145	1.125	0.5	5.5	176 S 100 W		4.469
146	1.375	0	6	176 S 100 W	Crosscut	4.125
147	2	1	6	176 S 100 W		9.000
148	Recommended Replacement**			176 S 100 W	Cracks	-
149	1.125	0.75	6.5	176 S 100 W		6.094
150	1.375	0	6	176 S 100 W	Crosscut	4.125
151	1.875	0.375	6	186 S 100 W		6.750
152	Recommended Replacement**			196 S 100 W north property line	Cracks	-
153	Recommended Replacement**			196 S 100 W	Cracks	-
154	Recommended Replacement**			214 S 100 W	Cracks	-
155	Recommended Replacement**			214 S 100 W from pin dropped to south property line cracks and missing chunks	Cracks	-

156	Recommended Replacement**			234 S 100 W	Cracks	-
157	1.25	0	5	234 S 100 W		3.125
158	1.125	0	6	234 S 100 W	Crosscut	3.375
159	1.5	0	6.5	234 S 100 W	Crosscut	4.875
160	Recommended Replacement**			240 S 100 W	Cracks	-
161	Recommended Replacement**			246 S 100 W	Out of Spec	-
162	Recommended Replacement**			246 S 100 W	Out of Spec	-
163	2	1.375	5.5	246 S 100 W		9.281
164	Recommended Replacement**			286 S 100 W	Spalling	-
165	1	0	5.5	286 S 100 W	Crosscut	2.750
166	1.25	0.5	5.5	294 S 100 W		4.813
167	1.125	0.5	5.5	302 S 100 W number will not be written on high point due to overgrowth		4.469
168	1.125	0.875	5	302 S 100 W		5.000
169	Recommended Replacement**			302 S 100 W	Cracks	-
170	1.125	0	6	318 S 100 W	Crosscut	3.375
171	1.5	0.75	5.5	326 S 100 W		6.188
172	Recommended Replacement**			326 S 100 W	Cracks	-
173	1.5	1	5	326 S 100 W		6.250
174	Recommended Replacement**			334 S 100 W	Cracks	-
175	1.25	0.5	5.5	334 S 100 W		4.813
176	Recommended Replacement**			334 S 100 W	Cracks	-
177	1.5	0	6	354 S 100 W	Crosscut	4.500
178	1.25	0.25	5.5	354 S 100 W		4.125
179	1.25	0.5	5.5	364 S 100 W		4.813
180	Recommended Replacement**			382 S 100 W	Cracks	-
181	Recommended Replacement**			382 S 100 W	Cracks	-
182	Recommended Replacement**			392 S 100 W entire property ON 100 W SIDE	Cracks	-
183	Recommended Replacement**			120 W 400 S entire property cracked and spalling	Spalling	-
184	Recommended Replacement**			134 W 400 S	Out of Spec	-
185	Recommended Replacement**			134 W 400 S	Cracks	-
186	Recommended Replacement**			395 S 200 W	Out of Spec	-
187	Recommended Replacement**			395 S 200 W	Cracks	-
188	Recommended Replacement**			383 S 200 W	Cracks	-
189	1.375	0.875	5	395 S 200 W		5.625
190	1.125	0	5	395 S 200 W		2.813
191	1.125	0	5	383 S 200 W		2.813
192	1.25	0.125	6	383 S 200 W		4.125
193	1.625	1	5.5	383 S 200 W		7.219
194	Recommended Replacement**			373 S 200 W	Cracks	-
195	Recommended Replacement**			363 S 200 W	Out of Spec	-
196	1.25	0.875	5	363 S 200 W		5.313
197	Recommended Replacement**			363 S 200 W	Out of Spec	-
198	1.625	0	6.5	CROSSCUT 363 S 200 W		5.281
199	1.375	0	6	353 S 2nd St W	Crosscut	4.125
200	1.25	0.375	5.5	353 S 2nd St W		4.469

201	2	1.375	5.5	353 S 2nd St W		9.281
202	Recommended Replacement**			353 S 2nd St W	Spalling	-
203	Recommended Replacement**			323 S 200 W	Cracks	-
204	1.25	0	6	323 S 200 W	Crosscut	3.750
205	Recommended Replacement**			323 S 200 W	Spalling	-
206	1.125	0.5	5	317 S 200 W		4.063
207	Recommended Replacement**			317 S 200 W	Cracks	-
208	Recommended Replacement**			317 S 200 W by bus stop	Spalling	-
209	Recommended Replacement**			317 S 200 W by bus stop	Cracks	-
210	Recommended Replacement**			305 S 200 W cracked and spalling	Cracks	-
211	1.375	1	7.5	295 S 200 W		8.906
212	Recommended Replacement**			281 S 200 W	Out of Spec	-
213	2.125	1	5.5	281 S 200 W	Client Review	8.594
214	2.25	0.375	6	281 S 200 W	Client Review	7.875
215	2.125	0.375	6	281 S 200 W	Client Review	7.500
216	1	0.875	5	281 S 200 W		4.688
217	1.5	0.75	5.5	271 S 200 W		6.188
218	1.5	1.375	5	271 S 200 W		7.188
219	1.75	0	6.5	263 S 200 W	Crosscut	5.688
220	1.375	0.25	6	263 S 200 W		4.875
221	2	0	6.5	263 S 200 W	Crosscut	6.500
222	1.875	0	6.5	263 S 200 W	Crosscut	6.094
223	1.25	0	6	231 S 200 W	Crosscut	3.750
224	1.125	1	5	231 S 200 W		5.313
225	1.5	0	6.5	231 S 200 W	Crosscut	4.875
226	1.875	0.5	6	231 S 200 W		7.125
227	1	0	5.5	231 S 200 W	Crosscut	2.750
228	1.25	0.375	5.5	213 S 200 W		4.469
229	Recommended Replacement**			207 S 200 W	Cracks	-
230	Recommended Replacement**			207 S 200 W fire hydrant	Cracks	-
231	1.375	0.75	5.5	207 S 200 W		5.844
232	Recommended Replacement**			207 S 200 W everything from pln dropped to west street corner cracked and or spalling ON 200 S SIDE	Spalling	-
233	Recommended Replacement**			179 W 200 S	Spalling	-
234	Recommended Replacement**			173 W 200 S entire property	Spalling	-
235	Recommended Replacement**			167 W 200 S entire property	Spalling	-
236	Recommended Replacement**			155 W 200 S entire property	Spalling	-
237	Recommended Replacement**			147 W 200 S cracked and spalling	Spalling	-
238	Recommended Replacement**			129 W 200 S entire property	Spalling	-
239	Recommended Replacement**			214 S 100 W entire property ON 200 S SIDE	Spalling	-
240	1.25	0	5.5	196 S 100 W on 200 S side		3.438
241	Recommended Replacement**			128 W 200 S entire property	Cracks	-
242	Recommended Replacement**			138 W 200 S	Cracks	-
243	1.125	0	6	CROSSCUT 138 W 200 S		3.375
244	1.375	0	6	CROSSCUT 138 W 200 S		4.125
245	Recommended Replacement**			138 W 200 S on driveway to alley	Spalling	-

246	1.75	0.625	6.5	192 W 200 S on church lot		7.719
247	1.125	0	6	192 W 200 S on church lot	Crosscut	3.375
248	1.625	0.125	6.5	192 W 200 S on church lot		5.688
249	1.125	0.5	7.5	192 W 200 S on church lot		6.094
250	1.125	0.375	5.5	165 S 200 W		4.125
251	Recommended Replacement**			155 S 200 W	Out of Spec	-
252	1	0.625	5	139 S 200 W south property line		4.063
253	1.75	1.375	5	127 S 200 W by cracks hazard	Client Review	7.813
254	Recommended Replacement**			127 S 200 W	Cracks	-
255	1.125	0.5	5.5	197 W 100 S on 200 S side		4.469
256	1.25	0	6	197 W 100 S on 200 S side MARKINGS MAY BE HARD TO SEE DUE TO OVERGROWTH	Crosscut	3.750
257	1.125	0	6	197 W 100 S on 200 S side MARKINGS MAY BE HARD TO SEE DUE TO OVERGROWTH	Crosscut	3.375
258	1.875	1.5	5	197 W 100 S on 200 S side		8.438
259	1.375	0	6	197 W 100 S on 200 S side	Crosscut	4.125
260	Recommended Replacement**			197 W 100 S entire property on 100 S side	Cracks	-
261	Recommended Replacement**			189 W 100 S	Cracks	-
262	1.125	0.25	5.5	189 W 100 S		3.781
263	Recommended Replacement**			169 W 100 S	Cracks	-
264	Recommended Replacement**			155 W 100 S entire property	Cracks	-
265	Recommended Replacement**			137 W 100 S entire property cracked and spalling	Cracks	-
266	2.375	0.75	6.5	92 S 100 W on 100 S side	Client Review	10.156
267	2.125	0.25	6.5	92 S 100 W on 100 S side	Client Review	7.719
268	Recommended Replacement**			92 S 100 W on 100 S side	Cracks	-
269	Recommended Replacement**			130 W 100 S	Spalling	-
270	Recommended Replacement**			136 W 100 S west property line	Cracks	-
271	Recommended Replacement**			140 W 100 S missing chunks and cracks	Cracks	-
272	1.5	0.875	5	140 W 100 S by cracks hazard	Client Review	5.938
273	Recommended Replacement**			156 W 100 S	Cracks	-
274	Recommended Replacement**			164 W 100 S entire property cracked and spalling	Cracks	-
275	Recommended Replacement**			180 W 100 S	Spalling	-
276	Recommended Replacement**			186 W 100 S	Spalling	-
277	Recommended Replacement**			186 W 100 S	Cracks	-
278	2.375	0.375	6.5	186 W 100 S NUMBER MAY BE PORRLY WRITTEN	Client Review	8.938
279	1.125	0	6	186 W 100 S	Crosscut	3.375
280	Recommended Replacement**			186 W 100 S from pln to street corner	Cracks	-
281	Recommended Replacement**			116 S 200 W	Spalling	-
282	Recommended Replacement**			140 S 200 W cracks and missing chunks	Cracks	-
283	Recommended Replacement**			160 S 200 W	Cracks	-
284	Recommended Replacement**			160 S 200 W	Cracks	-
285	Recommended Replacement**			172 S 200 W	Spalling	-

286	Recommended Replacement**			172 S 200 W south property line	Spalling	-
287	Recommended Replacement**			182 S 200 W	Cracks	-
288	1.375	0	6	182 S 200 W	Crosscut	4.125
289	2	0	7	182 S 200 W	Crosscut	7.000
290	1.125	0	6	192 S 200 W	Crosscut	3.375
291	2	1.375	5.5	192 S 200 W		9.281
292	1.25	0.25	6	192 S 200 W		4.500
293	Recommended Replacement**			207 S 200 W	Spalling	-
294	Recommended Replacement**			207 S 200 W cracks and spalling	Spalling	-
295	Recommended Replacement**			220 S 200 W entire property	Cracks	-
296	1.375	1.125	5	240 S 200 W		6.250
297	1.125	0.75	5	240 S 200 W		4.688
298	Recommended Replacement**			254 S 200 W	Cracks	-
299	1.25	0	5.5	260 S 200 W north property line		3.438
300	Recommended Replacement**			260 S 200 W	Out of Spec	-
301	1.25	0	6	270 S 200 W	Crosscut	3.750
302	1.125	0	6	270 S 200 W	Crosscut	3.375
303	2.125	0.5	6	270 S 200 W	Client Review	7.875
304	1	0	5.5	CROSSCUT 270 S 200 W only to be cut if hazard 303 is approved	Client Review	2.750
305	1.5	0	6.5	280 S 200 W	Crosscut	4.875
306	2	0	7	280 S 200 W	Crosscut	7.000
307	1.375	1	5	280 S 200 W		5.938
308	1.125	0	6	280 S 200 W south property line	Crosscut	3.375
309	1.125	0	6	328 S 200 W	Crosscut	3.375
310	1	0	5.5	340 S 200 W north property line	Crosscut	2.750
311	1	0.25	5.5	340 S 200 W		3.438
312	Recommended Replacement**			348 S 200 W north property line	Spalling	-
313	1	0	5.5	354 S 200 W south property line	Crosscut	2.750
314	1.25	0	6	364 S 200 W north property line MAY BE POORLY MARKED DUE TO OVERGROWTH	Crosscut	3.750
315	1	0	7.5	364 S 200 W	Crosscut	3.750
316	Recommended Replacement**			364 S 200 W cracks and spalling	Spalling	-
317	Recommended Replacement**			364 S 200 W	Out of Spec	-
318	1.375	1	5	380 S 200 W		5.938
319	Recommended Replacement**			394 S 200 W north property line	Cracks	-
320	Recommended Replacement**			186 W 100 S cracks and spalling ON 200 W SIDE	Cracks	-
321	Recommended Replacement**			186 W 100 S cracks and spalling ON 200 W SIDE	Cracks	-
322	1.125	0	6	75 S 200 W	Crosscut	3.375
323	2.25	0	7	CROSSCUT 197 W Vine St on 200 W side	Client Review	7.875
324	1.125	0.25	5.5	197 W Vine St on 200 W side		3.781
325	1.375	0	6	197 W Vine St on 200 W side	Crosscut	4.125
326	1.125	0	6	197 W Vine St on 200 W side	Crosscut	3.375

327	Recommended Replacement**			From pin dropped northward to street corner cracked and spalling	Spalling	-
328	Recommended Replacement**			285 W 100 S entire property cracked and spalling	Cracks	-
329	1.5	1.125	5	275 W 100 S		6.563
330	Recommended Replacement**			265 W 100 S entire property	Cracks	-
331	Recommended Replacement**			245 W 100 S entire property cracked and spalling	Cracks	-
332	1.5	0.875	5.5	235 W 100 S		6.531
333	Recommended Replacement**			235 W 100 S cracks and missing chunks	Cracks	-
334	1.25	0.25	6	235 W 100 S		4.500
335	Recommended Replacement**			225 W 100 S entire property cracked with missing chunks and out of spec hazards	Out of Spec	-
336	1.5	0	6.5	106 S 200 W on 100 S side	Crosscut	4.875
337	1.75	0	6.5	106 S 200 W on 100 S side	Crosscut	5.688
338	Recommended Replacement**			106 S 200 W on 100 S side	Cracks	-
339	1	0.75	5	106 S 200 W on 100 S side		4.375
340	Recommended Replacement**			27 W 400 S	Spalling	-
341	Recommended Replacement**			27 W 400 S	Cracks	-
342	1.75	0.625	5	47 W 400 S fire hydrant		5.938
343	Recommended Replacement**			65 W 400 S	Spalling	-
344	1.25	0.375	5.5	65 W 400 S by spalling hazard	Client Review	4.469
345	Recommended Replacement**			407 S 100 W	Spalling	-
346	Recommended Replacement**			407 S 100 W fire hydrant	Spalling	-
347	1.375	0	5	410 S 100 W		3.438
348	Recommended Replacement**			410 S 100 W	Cracks	-
349	1.125	0.75	5	181 W 400 S		4.688
350	1.125	0	6	165 W 400 S mailbox		3.375
351	1.625	0	6.5	165 W 400 S mailbox	Crosscut	5.281
352	Recommended Replacement**			181 W 400 S	Cracks	-
353	Recommended Replacement**			181 W 400 S	Cracks	-
354	1.5	0.5	6	195 W 400 S only to be cut if hazard 355 is approved	Client Review	6.000
355	2.25	0	14	195 W 400 S	Client Review	15.750
356	Recommended Replacement**			195 W 400 S	Cracks	-
357	Recommended Replacement**			195 W 400 S	Cracks	-
358	Recommended Replacement**			192 S 200 W	Cracks	-
359	Recommended Replacement**			192 S 200 W	Cracks	-
360	Recommended Replacement**			192 S 200 W	Cracks	-
361	1.5	0	6.5	RECUT 192 S 200 W	Crosscut	4.875
362	1.375	0	6	RECUT 192 S 200 W	Crosscut	4.125
363	2	0	7	RECUT 226 W 200 S	Crosscut	7.000
364	2.125	0	7	RECUT CROSSCUT 226 W 200 S	Client Review	7.438
365	Recommended Replacement**			CROSSCUT 226 W 200 S only to be cut if hazard 364 is approved	Client Review	-
366	1.25	0.5	5.5	226 W 200 S		4.813
367	1.375	0.25	7	226 W 200 S		5.688
368	1.125	0	6	244 W 200 S	Crosscut	3.375

369	1.375	0.75	5.5	244 W 200 S		5.844
370	Recommended Replacement**			244 W 200 S	Out of Spec	-
371	1.625	1.375	5	235 W 200 S		7.500
372	Recommended Replacement**			235 W 200 S	Cracks	-
373	1.375	0	6	235 W 200 S	Crosscut	4.125
374	1	0	6.5	244 W 200 S	Crosscut	3.250
375	1.5	0.75	5.5	244 W 200 S		6.188
		Totals:	1,129.0			995.277
Total Cost for Trip Hazard Repair:						\$49,763.85

**All Bids and Proposals from Precision Concrete Cutting are valid for 90 days. After 90 days the scope or pricing may need to be adjusted, please contact your sales rep for a new bid with current pricing.*

**Precision Concrete Cutting has a project minimum of \$1,000.00*

**Bids are proprietary to Precision Concrete Cutting & should not be shared with other contractors without permission*

**Precision Concrete Cutting will identify panels that need replacement but we do not do replacement*

**Precision Concrete Cutting (PCC) repairs only those uneven sidewalks specifically requested by the client and therefore makes no guarantee that the property is free of uneven sidewalk hazards (trip hazards). After the project is completed, sidewalks will continue to shift due to tree roots, water, settling, and other natural and man-made causes outside of PCC's control. PCC is not liable for any related claims, losses, or damages related to future trip hazards or hazards that were not addressed by this project.*

**At the time of completion, PCC warrants that the trip hazard repairs are ADA Compliant, specifically with regard to the ADA Change in Level standard. Upon completion you agree to inspect the work, payment of your invoice is indication that you have inspected the property and the work has been done to your satisfaction.*

**If any repair locations are inaccessible during our repair process, and an additional trip is needed, a \$250 mobilization fee will be added to the invoice. Invoice is due upon receipt. If not paid in full within 30 days of the invoice date a 5% late fee will be assessed every 15 days until it is paid.*

**If credit card payment is used, 3% service fee will apply.*

VENDOR # 12108
P.O. # _____
DEPT. # 41-4960-733417
DATE 9/9/24
AMOUNT \$ 49,763.85
SIGNATURE [Signature]

TOOELE CITY CORPORATION

RESOLUTION 2024-83

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH BROKEN ARROW, INC., FOR SEWER LINE REPAIRS ON BENCHVIEW DRIVE.

WHEREAS, Tooele City owns and operates a sewer collections system (System); and,

WHEREAS, the Public Works Department has identified portions of the System within Benchview Drive that need to be repaired (Project); and,

WHEREAS, Broken Arrow, Inc., has submitted a cost proposal for the Project of \$34,779 (see Exhibit A); and,

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

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

WHEREAS, compliance with the notice and bidding requirements of the Tooele City Purchasing Policies and Procedures is not required because the Project repairs are urgently need to avoid continuing sewer backups in Benchview Drive residences; and,

WHEREAS, Broken Arrow has proven to be a reliable and reasonably-priced contractor for emergency public works repairs of this nature; and,

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

WHEREAS, the City Council approved the \$34,779 Broken Arrow expense in its public business meeting on October 2, 2024, on the condition that an agreement with Precision be presented to the Council for approval and ratification at its next business meeting; and,

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the agreement with Broken Arrow, Inc., for the Benchview sewer repair Project, in the amount of \$34,779 is hereby approved and ratified, and that the Mayor is authorized to sign the agreement for the City.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

EXHIBIT A

Agreement and Cost Proposal



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and Broken Arrow, Inc., of 8960 Clinton Landing Road, Lake Point, Utah 84074, a corporation, (hereinafter “Contractor”) enter into this Agreement on the 2nd day of October, 2024 (the “Effective Date”).

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

1. Services (Scope of Work). The Contractor shall provide the following services to the City: make repairs to the sewer main in Benchview Drive according to the attached estimate.
2. Disclaimer of Right of Control. Contractor shall perform its duties competently. The City disclaims any right to control the Contractor’s performance of the Services.
3. Compensation.
 - a. Rate. The City shall pay the Contractor the sum of \$34,779 for fully performing the Services, pursuant to invoice.
 - b. Total Cost Contract. This Agreement is a “Total Cost Contract.” The contract Rate includes all costs and expenses associated with the provision of the Services.
 - c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.
4. Term of Agreement. Contractor shall fully perform the Services by November 1, 2024.
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
 - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$1,000,000. Contractor shall list the City as an additional insured on endorsements issued under its liability insurance policy. Contractor shall require that all of its subcontractors list the City as an additional insured on endorsements issued under their respective liability insurance policies, with respect to the Services rendered under this Agreement.
 - b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any intentional or negligent act or omission of Contractor and/or its agents and subcontractors arising out of or related to this Agreement.
 - c. Contractor Workers’ Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. In the alternative, assuming eligibility, Contractor may obtain a Workers’ Compensation Coverage Waiver from the Utah Labor Commission. Contractor shall verify that all its subcontractors have purchased and do maintain workers compensation insurance for their employees or have obtained an

exclusion, and shall indemnify the City against claims resulting from a failure to obtain and maintain the insurance.

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

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

TOOELE CITY CORPORATION

CONTRACTOR

Debra E. Winn, Tooele City Mayor

Signature

Print Name/Title:_____

Attest:

Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

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



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

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

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

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

CHECK APPLICABLE BOX:

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

Name: _____ Social Security Number: _____

Name: _____ Social Security Number: _____

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

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

Contractor Signature

Date



TOOELE CITY CORPORATION

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

PURCHASE ORDER

PO Number: 80926 **Date:** 10/03/2024
Request #: REQ114263 **Vendor #:** 00093

ISSUED TO: BROKEN ARROW INCORPORATED
8960 N CLINTON LANDING RD
LAKE POINT, UT 84074

SHIP TO: TOOELE CITY WASTE WATER TREATMENT
3300 N 1200 W
TOOELE, UT 84074

ITEM	UNITS	DESCRIPTION	UNIT PRICE	GL ACCOUNT NUMBER	EXTENDED AMOUNT
1	0	EMERGENCY SEWER MAIN REPAIR BENCHVIEW DR	0.00	52-5220-731204	34,779.22

Approved By: *Michael J. [Signature]*

SUBTOTAL:	
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	34,779.22

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.

Approved at City Council on 10-2-24.

TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE

10/01/24

DESCRIPTION OF EXPENDITURE:

VENDOR: BROKEN ARROW

V# 00093

REPAIR OF SEWER MAIN LINE ON BECHVIEW DRIVE

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
SEWER LINE REPLACEMENTS	52 5220 731204	120,000.00	10,550.00	34,779.22	74,670.78
					0.00
TOTAL:				34,779.22	

REQUESTED Samie B. Starnes
DEPARTMENT HEAD

REVIEWED Shannon Wimmer
FINANCE DIRECTOR

APPROVED Debra E. Wain
MAYOR

APPROVED Justin Brady
COUNCIL CHAIRMAN

Approved at City Council on 10-2-24. Michelle Pitt



REQUEST FOR PURCHASE ORDER
PUBLIC WORKS DEPARTMENT

DIVISION: Public Works

Vendor: Broken Arrow Vendor #: 00093

Account #: 52-5220-731204 Date: 9/24/24

Amount: \$ 34,779.22 Signature: [Signature]

*Emergency

Item(s) Description: Repair of sewer main on Benchview

Reason for Purchase: 2 sections of pipe has a major belly (low spot)
and causing issues to homeowners

Approval:

Signature _____ PO#: _____

WHEN APPROVED PLEASE FORWARD THE APPROVAL TO:

NOTES: Emergency Repair on sewer main



BROKEN ARROW ESTIMATE
Tooele City - Benchview Sewer Repairs
 09/24/2024



8960 Clinton Landing Road
 Lake Point, UT, 84074

Tooele City Corporation
Jamie Grandpre
 90 N. Main St.
 Tooele, UT, 84074
 (435) 843-2148
 jamieg@tooelecit.gov

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

SUMMARY OF SERVICES

Broken Arrow is pleased to submit this estimate for the scope of work outlined below.

NOTE: Due to asphalt plants shutting down for the winter in the next 3 weeks, and the possibility of not getting on their current schedule before the shutdown, if cold mix asphalt is needed to create a temporary patch until spring, plan on a price of \$350.00 per ton to provide and place it.

EXCLUSIONS:
 Surveying
 Permits and/or Bonds
 Dewatering
 Construction Water

SUMMARY OF BID ITEMS

Description	Total Estimate	Job
100 SITE WORK	\$2,140.42	6.15%
120 MOBILIZATION / PROJECT SUPPORT	\$2,148.77	6.18%
400 SANITARY SEWER INSTALLATION	\$26,068.75	74.95%
650 ASPHALT PAVING	\$4,421.28	12.71%
Total Estimate	\$34,779.22	100.00%

VENDOR # 06093
 P.O. # 80920
 DEPT. # 52-5220-731204
 DATE 9/24/24
 AMOUNT \$34,779.22
 SIGNATURE Jamie Grandpre

BROKEN ARROW ESTIMATE
Tooele City - Benchview Sewer Repairs
 09/24/2024



8960 Clinton Landing Road
 Lake Point, UT, 84074

Estimate Table

Description	Quantity	Unit	Unit Price	Total Estimate
100 SITE WORK				
Remove & Dispose of Existing Asphalt (2 Locations)	531.00	SF	3.36	1,786.22
Saw Cut Existing Asphalt (2 Locations)	154.00	LF	2.30	354.20
120 MOBILIZATION / PROJECT SUPPORT				
Mobilization	1.00	LS	1,102.91	1,102.91
CQC Testing	1.00	LS	402.50	402.50
Traffic Control	1.00	LS	643.36	643.36
400 SANITARY SEWER INSTALLATION				
Excavate Existing Sewer Line & Repair Belly in Pipe (2 Locations) Includes: Disposal of Waste Materials & Import Backfill)	1.00	LS	26,068.75	26,068.75
650 ASPHALT PAVING				
3-Inch Asphalt T-Patch (Includes Road Base)	531.00	SF	8.33	4,421.28

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

Approved By: _____

Date: _____

TOOELE CITY CORPORATION

RESOLUTION 2024-85

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH NELSON BROTHERS CONSTRUCTION COMPANY FOR ENGINEERING AND DESIGN SERVICES ASSOCIATED WITH A NEW SALT SHED BUILDING.

WHEREAS, Tooele City desires to construct a salt shed for its own reliable and accessible supplies of winter road salt ("Project"); and,

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

WHEREAS, notwithstanding, compliance with the notice and bidding procedures of UCA §11-39-101 *et seq.*, was not required for the design and engineering services portion of the Project; and,

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

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

WHEREAS, only one bidder, Nelson Brothers Construction Company, submitted a bid, and inasmuch as the City finds the bid to be reasonable and acceptable, Nelson Brothers is the lowest responsible responsive bidder; and,

WHEREAS, Nelson Brothers submitted a cost proposal for pre-construction engineering and design services for the Project in the amount of \$62,515 (see Exhibit A); and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the pre-construction engineering and design services agreement with Nelson Brothers Construction Company, in the amount of \$62,515, is hereby approved, and that the Mayor is authorized to sign the agreement on behalf of the City.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

EXHIBIT A

Agreement and Cost Proposal



DESIGN PROFESSIONAL AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and **Nelson Bros. Construction Company** of **347 W 1600 S Salt Lake City, Utah 84115**, a corporation, (hereinafter “Contractor”) enter into this Agreement on the 16th day of October, 2024 (the “Effective Date”).

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

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

See attached proposal for “A. Pre-Construction Fee” for Tooele City salt shed project engineering and design services.
2. Disclaimer of Right of Control. Contractor shall perform its duties competently. The City disclaims any right to control the Contractor’s performance of the Services.
3. Compensation.
 - a. Rate. The City shall pay the Contractor the sum of **\$62,515.00** for fully performing the Services, pursuant to invoice.
 - b. Total Cost Contract. This Agreement is a “Total Cost Contract.” The contract Rate includes all costs and expenses associated with the provision of the Services.
 - c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.
4. Term of Agreement. Contractor shall fully perform the Services by _____.
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
 - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$250,000. Contractor shall list the City as an additional insured on endorsements issued under its liability insurance policy.
 - b. Contractor Indemnification. To the extent permitted by law, Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any intentional or negligent act or omission of Contractor and its agents arising out of or related to this Agreement.
 - c. Contractor Workers’ Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. In the alternative, assuming eligibility, Contractor may obtain a Workers’ Compensation Coverage Waiver from the Utah Labor Commission.

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

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

TOOELE CITY CORPORATION

CONTRACTOR

Debra E. Winn, Tooele City Mayor

Signature
Print Name/Title:_____

Attest:

Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

Roger Evans Baker, Tooele City Attorney



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

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

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

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

CHECK APPLICABLE BOX:

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

Name: _____ Social Security Number: _____

Name: _____ Social Security Number: _____

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

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

Contractor Signature

Date

PROPOSAL SUBMISSION RATE SHEET

Tooele City
Salt Shed Project

DATE September 30, 2024

Name of Proposer Nelson Bros. Construction Company

I/We acknowledge receipt of the following Addenda: None issued

A. Pre-Construction Fee: For all work during the pre-construction period, I/We agree to perform for the lump sum of:

sixty two thousand five hundred fifteen dollars, no cents DOLLARS (written amount shall govern) (\$ 62,515.00)

B. Construction Management Fee: For all work during the construction phase of the contract for the management of the project, I/We agree to perform for the lump sum of:
one hundred forty eight thousand three hundred ninety eight dollars, no cents DOLLARS (written amount shall govern) (\$ 148,398.00)

C. Cost of Bonds: The cost of payment and performance bonds based on the amount of preliminary estimates.

1.5% of contract amount DOLLARS (written amount shall govern) (\$ 1.5% of contract amount)

D. Construction Supervision Cost: For project supervision and support team costs not covered in the above management fee, I/We agree to perform for the sum of:

\$8,710.00 Per month.

E. Contractor Change Order Markup: For all work added to the contract by change order, I/We agree to add not more than 10 % to the subcontractor/supplier costs for the additional work.

F. Self-Performed Work Markup: For all self-performed work, I/We agree to add not more than 10 % to our labor and material costs to perform the work. The labor burden, including benefits adds 70 % to the labor rate.

G. The CM/GC will provide a Guaranteed Maximum Price (GMP) at the 100% construction drawing level.

TOOELE CITY CORPORATION

RESOLUTION 2024-84

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT CHANGE ORDER WITH BROKEN ARROW CONSTRUCTION FOR THE CONSTRUCTION OF ENGLAND ACRES PARK PHASE III PARKING LOT.

WHEREAS, Tooele City owns and operates the regional England Acres Park complex, and desires to add a parking lot and landscaping to Phase III of the Park (the “Phase III Project”); and,

WHEREAS, on September 1, 2001, the City Council approved Resolution 2021-86, approving an agreement with Broken Arrow to construct the parking lot for Phase II of England Acres Park (“Phase II Project”); and,

WHEREAS, the City solicited public bids for construction of the Phase II Project in accordance with the procedures of §11-39-101 *et seq.*, Utah Code Annotated, and the Tooele City Purchasing Policies and Procedures; and,

WHEREAS, the City Administration desires to sole source the Phase III Project to Broken Arrow by way of a change order to the Phase II Project agreement with Broken Arrow, for several reasons: Broken Arrow was the lowest responsible responsive bidder for the Phase II Project; despite inflation, Broken Arrow has offered to use the Phase II Project unit pricing for the Phase III Project; awarding the change order to Broken Arrow will maintain the project consistency and standard received with Phase II, both for the parking lot and irrigated landscaping; the City desires the same product standard for the Phase III Project; and,

WHEREAS, UCA Section 11-39-103 provides, in part, that “for a design-build project formulated by a local entity,” the City shall select “a responsible bidder that: (A) offers design-build services; and (B) satisfies the local entity’s criteria relating to financial strength, past performance, integrity, reliability, and other factors that the local entity uses to assess the ability of a bidder to perform fully and in good faith the contract requirements for a design-build project”; and,

WHEREAS, UCA Section 11-39-104 provides that the state bidding requirements do not apply to “the conduct or management of any of the departments...or property of the local entity”; and,

WHEREAS, Section VIII of the Tooele City Purchasing Policies and Procedures provides for the approval of change orders, as follows:

VIII. CHANGE ORDERS. The City recognizes that change orders are a normal component of the procurement process...

A. Modifications to approved contracts shall be deemed change orders when the Mayor and Purchasing Agent determine that: 1. The modification is related in some manner to the same or similar project approved in the contract, and 2. Treating the modification as a change order would maximize efficiency in completion of and cost savings to the City.

B. Change Order approval process: ... 2. Individual change orders \$30,000 and above shall be approved by the Mayor and City Council after consultation with the responsible department head...provided the change order is within the approved project budget.

WHEREAS, Broken Arrow has submitted a change order cost proposal of \$1,427,407 for the Phase III Project (see Exhibit A):

NOW, THEREFORE, BE IT RESOLVED BY THE TOOEELE CITY COUNCIL that the City Council hereby approves a change order with Broken Arrow Construction, in the amount of \$1,427,407, for construction of the Phase III Project.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

EXHIBIT A

Broken Arrow Change Order Cost Proposal

BROKEN ARROW ESTIMATE

England Acres Park North Expansion

10/01/2024



8960 Clinton Landing Road
Lake Point, UT, 84074

Tooele City Corporation
Darwin Cook
90 N. Main St.
Tooele, UT, 84074
(435) 843-2109
darwinc@tooelecity.org

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

SUMMARY OF SERVICES

Broken Arrow is pleased to submit this estimate for the scope of work outlined below. Our estimate is based upon project drawings titled: ENGLAND ACRES PARK NORTH EXPANSION; dated: 8/28/2024.

EXCLUSIONS:
Permits and/or Bonds
Construction Water
Dewatering

SUMMARY OF BID ITEMS

Description	Total Estimate	Job
100 SITE WORK	\$373,805.46	26.19%
120 MOBILIZATION / PROJECT SUPPORT	\$74,170.64	5.20%
300 SITE STORM DRAIN INSTALLATION	\$52,624.38	3.69%
500 SITE CONCRETE	\$299,709.24	21.00%
650 ASPHALT PAVING	\$95,478.70	6.69%
700 LANDSCAPE / IRRIGATION INSTALLATION	\$531,618.37	37.24%
Total Estimate	\$1,427,406.78	100.00%

BROKEN ARROW ESTIMATE
England Acres Park North Expansion
 10/01/2024



8960 Clinton Landing Road
 Lake Point, UT, 84074

Estimate Table

Description	Quantity	Unit	Unit Price	Total Estimate
100 SITE WORK				
Benches	15.00	EA	3,139.04	47,085.57
Prefabricated Trail Shelter w/Footings, Rebar, Pad & Base	8.00	EA	25,403.64	203,229.14
Remove & Dispose of Existing Concrete	4,298.68	SF	3.71	15,959.24
Saw Cut Existing Concrete	35.18	LF	3.45	121.37
Provide & Install Parking Sign	4.00	EA	643.36	2,573.45
Remove & Dispose of Existing Curb & Gutter	71.72	LF	7.80	559.56
Clearing & Grubbing	326,385.47	SF	0.07	23,187.56
Sitework Cut & Fill w/Sub-grade Prep (Assuming Site Balance - No Import or Export) (Detention Basin Included)	1.00	LS	81,089.55	81,089.55
120 MOBILIZATION / PROJECT SUPPORT				
Mobilization	1.00	LS	56,248.36	56,248.36
CQC Testing	1.00	LS	8,271.82	8,271.82
Surveying/Staking	1.00	LS	5,055.00	5,055.00
SWPPP Controls	1.00	LS	4,595.45	4,595.45
300 SITE STORM DRAIN INSTALLATION				
Combination Box	1.00	EA	7,919.64	7,919.64
SD Cleanout Box	2.00	EA	4,430.19	8,860.39
12-Inch Class III RCP SD Main Line	220.02	LF	72.91	16,040.97
Flared End Section	2.00	EA	1,227.45	2,454.90
Outflow Structure	1.00	EA	13,517.09	13,517.09
Provide & Place 8-Inches of Rip Rap	189.25	SF	6.63	1,254.89
12-Inch HDPE N-12 WT SD Main Line	46.16	LF	55.82	2,576.52
500 SITE CONCRETE				
24-Inch Curb & Gutter w/Base	837.82	LF	36.20	30,329.78
6-Inch Curb Wall w/Base	282.70	LF	36.47	10,310.48
Curb Transition	3.00	EA	321.91	965.73
ADA Handicap Access Ramp w/Base	2.00	EA	4,459.93	8,919.87

BROKEN ARROW ESTIMATE

England Acres Park North Expansion

10/01/2024



8960 Clinton Landing Road
Lake Point, UT, 84074

Description	Quantity	Unit	Unit Price	Total Estimate
Drive Approach (6" Thick) w/Base - ncludes: Drive Approach, Sidewalk Area, and 30" Curb & Gutter for Driveway Width)	2.00	EA	5,705.72	11,411.44
10.5-Foot Sidewalk @ 520 East (6" Thick) w/Base	4,200.00	SF	10.03	42,122.02
Sidewalk (4" Thick)	22,035.00	SF	8.88	195,649.93
650 ASPHALT PAVING				
3-Inch Asphalt Paving	22,029.03	SF	3.01	66,373.47
Parking Lot Striping	1.00	LS	2,300.00	2,300.00
8-Inch Road Base	22,029.03	SF	0.95	20,978.55
Fine Grading For Asphalt Placement	22,029.03	SF	0.26	5,826.68
700 LANDSCAPE / IRRIGATION INSTALLATION				
Install Sprinklers, 4' Topsoil & Sod - Includes: 2 EA Controller w/ Enclosure & Metered Pedestal) (Does Not Include Irrigation Point of Connection Item	228,849.92	SF	2.32	531,618.37

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

Approved By: _____

Date: _____

**Tooele City Council and the Tooele City Redevelopment Agency
Work Meeting Minutes**

Date: Wednesday, October 2, 2024

Time: 6:00 p.m.

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

City Council Members Present:

Maresa Manzione

Melodi Gochis

Justin Brady

Ed Hansen

David McCall

City Employees Present:

Mayor Debbie Winn

Adrian Day, Police Department Chief

Michelle Pitt, City Recorder

Loretta Herron, Deputy City Recorder

Roger Baker, City Attorney

Andrew Aagard, Community Development Director

Shannon Wimmer, Finance Director

Darwin Cook, Parks and Recreation Director

Jamie Grandpre, Public Works Director

Minutes prepared by Katherin Yei

1. Open City Council Meeting

Chairman Brady called the meeting to order at 6:00 p.m.

2. Roll Call

Maresa Manzione, Present

Melodi Gochis, Present

Justin Brady, Present

Ed Hansen, Present

David McCall, Present

3. Mayors report

Mayor Winn shared an economic development update within the community including commercial property tax and sales tax.

4. Council Member's Report

The Council Members reported on the events they attended during the week.

5. Discussion Items

A. Land Use Map Amendment for Property Located at Approximately 300 East 1000 North to Re-Assign the Land Use Designation from Medium Density Residential (MDR) to High Density Residential (HDR)

Presented by Andrew Aagard, Community Development Director

Mr. Aagard presented a Land Use Map amendment for the property located at 300 East 1000 North. It is assigned the Medium Density Residential. The applicant is requesting High Density Residential for townhomes. The City Council requested additional information relating to the active transportation plan and the number of multi-family and single-family homes within Tooele. The road near this property is expected to be an 84-foot road. Tooele City is 53% townhomes and apartments with 47% single family homes.

The Council asked the Following questions:

Who is responsible for building the 84-foot road near the subject property?

Is the western acres single family home on the south side of the development?

Mr. Aagard addressed the Council. The adjacent developer will do their frontage and responsible for part of the new road. Single-family homes are being built on some of the southern property.

6. Closed Meeting - Litigation, Property Acquisition, and/or Personnel

There was no closed meeting.

7. Adjourn

Chairman Brady adjourned the meeting at 6:24 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, 2024

Justin Brady, City Council Chair

Tooele City Council Business Meeting Minutes

Date: Wednesday, October 2, 2024

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

David McCall

Ed Hansen

Melodi Gochis

City Employees Present:

Mayor Debbie Winn

Adrian Day, Police Department Chief

Michelle Pitt, City Recorder

Loretta Herron, Deputy City Recorder

Roger Baker, City Attorney

Andrew Aagard, Community Development Director

Shannon Wimmer, Finance Director

Darwin Cook, Parks and Recreation Director

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

Justin Brady, Present

Maresa Manzione, Present

Dave McCall, Present

Ed Hansen, Present

Melodi Gochis, Present

3. Mayor's Youth Recognition Awards

Mayor Debbie Winn and Chief Day presented the following Youth Recognition Awards:

Isiaha Flores

Damian Anderton

Alice Estes

4. Public Comment Period

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

Chairman Brady read an email received from Kaison Jarvis.

“What are the potential impacts to changing the land use from Medium density to High density?”

5. Domestic Violence Awareness Month Proclamation

Presented by Debbie Winn, Mayor

Mayor Winn proclaimed October as domestic violence awareness month.

6. Small Business Development Center Presentation

Presented by Jess Clifford, SBDC Director Tooele Region

Mr. Clifford presented small business development activity report. The SBDC has done 178 hours of business counseling, serving over 75 businesses with \$9,095,063 in financial impacts for 2024. The Tooele Valley SBDC organized and executed a wide variety of business trainings for large and small businesses through custom fit program at Tooele Tech.

7. Ordinance 2024-25 An Ordinance of the Tooele City Council Approving a Land Use Map Amendment Request by Julia Laboriel and GL Home Investments to Re-Assign the Land Use Designation for 9.81 Acres Located at Approximately 300 East 1000 North from Medium Density Residential to High Density Residential

Presented by Andrew Aagard, Community Development Director

Mr. Aagard presented a Land Use Map amendment to re-assign the property located 300 east 1000 north from Medium-Density Residential to High Density Residential. It is currently zoned RR-5. The Planning Commission recommended approval. The public hearing was held during the last business meeting. The Council had tabled this item and requested additional information.

The City Council asked the following:

Have you reached out to the neighboring property?

Have you done any traffic studies for this area?

Does the applicant have water for the development?

Ms. Laboriel addressed the Council's questions. The neighbors are willing to work with the development. The applicant has not done any traffic studies. They do not have water for this development yet.

The Council discussed their reasonings behind not approving the Land Use map amendment and the variables the change could bring.

Mr. Baker addressed the Council. The exercise at hand for the Council would be looking at the future uses of the land as opposed to any specific proposals for development, configuration,

circulation, transportation, and other concerns. Chairman Brady, for example, has identified what he believes is preferable for this property in the future.

Chairman Brady motioned to deny Ordinance 2024-25. Council Member Manzione seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

8. Public Hearing and Motion on Ordinance 2024-27 An Ordinance of Tooele City Amending the Street Light Utility Fee

Presented by Jamie Grandpre, Public Works Director

Mr. Grandpre presented an amendment to the street lights utility fees, raising the fee to \$3.50. This would begin January 1, 2025.

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

Council Member McCall motioned to approve Ordinance 2024-27; An Ordinance of Tooele City Amending the Street Light Utility Fee. Council Member Manzione seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

9. Public Hearing and Motion on Ordinance 2024-28 An Ordinance of Tooele City Amending the Storm Water Mitigation Fee

Presented by Jamie Grandpre, Public Works Director

Mr. Grandpre presented an amendment to the storm water mitigation fee, raising the fee by 28% increase.

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

Council Member Manzione motioned to approve Ordinance 2024-28; An Ordinance of Tooele City Amending the Storm Water Mitigation Fee. Council Member Gochis seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

10. Resolution 2024-80 A Resolution of the Tooele City Council Approving an Agreement with Cache Valley Electric Company for the Installation of a Traffic Signal at the Intersection of 1000 North and 520 East

Presented by Jamie Grandpre, Public Works Director

Mr. Grandpre presented an agreement with Cache Valley Electric Company for the installation of a traffic signal at the intersection of 1000 North and 520 East in the amount of \$147,601.

Council Member Hansen motioned to approve Resolution 2024-80; A Resolution of the Tooele City Council Approving an Agreement with Cache Valley Electric Company for the Installation of a Traffic Signal at the Intersection of 1000 North and 520 East. Council Member McCall seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

11. Ordinance 2024-24 An Ordinance of Tooele City Amending Tooele City Code Section 10-2-8 Regarding Obstruction of Streets and Sidewalks

Presented by Roger Baker, City Attorney

Mr. Baker presented an amendment to City Code section 10-2-8 in regards to the obstruction of streets and sidewalks on high-volume roadways, and exchanges between pedestrians and drivers in these roadways, incorporating 100 East and 700 South into the ordinance. The ordinance contains recitals detailing the reasons why these two streets should be included as high-volume roadways.

Council Member Gochis motioned to approve Ordinance 2024-24; An Ordinance of Tooele City Amending Tooele City Code Section 10-2-8 Regarding Obstruction of Streets and Sidewalks. Council Member McCall seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

12. Resolution 2024-77 A Resolution of the Tooele City Council Approving an Agreement with American Chiller Mechanical Service for Boiler Replacement at the Tooele City Public Library

Presented by Darwin Cook, Parks and Recreation Director

Mr. Cook presented an agreement with American Chiller Mechanical Service for boiler replacement at the Tooele City Public Library in the amount of \$83,600.

Council Member McCall motioned to approve Resolution 2024-77; A Resolution of the Tooele City Council Approving an Agreement with American Chiller Mechanical Service for Boiler Replacement at the Tooele City Public Library. Council Member Hansen seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

13. Resolution 2024-81 A Resolution of the Tooele City Council Approving an Agreement with England Construction for the Red Del Papa Park Water Project

Presented by Darwin Cook, Parks and Recreation Director

Mr. Cook presented an agreement with England Construction for the Red Del Papa Park water project in the amount of \$99,300.

Council Member Manzione motioned to approve Resolution 2024-81; A Resolution of the Tooele City Council Approving an Agreement with England Construction for the Red Del Papa Park Water Project. Council Member Hansen seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

14. Resolution 2024-78 A Resolution of the Tooele City Council Authorizing the Application for and Acceptance of Edward Byrne Justice Assistance Grant Funding for Police Department Equipment

Presented by Adrian Day, Police Chief

Chief Day presented the application and acceptance of the Edward Byrne Justice Assistance grant funding for Police Department equipment. There is no cash match for this grant. The department is requesting a drug task canine with additional equipment.

Council Member McCall motioned to approve Resolution 2024-78; A Resolution of the Tooele City Council Authorizing the Application for and Acceptance of Edward Byrne Justice Assistance Grant Funding for Police Department Equipment. Council Member Manzione seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

15. Resolution 2024-79 A Resolution of the Tooele City Council Approving an Interlocal Agreement Between Tooele City and Tooele County for 2024 Byrne Justice Assistance Grant Funds

Presented by Adrian Day, Police Chief

Chief Day presented an interlocal agreement between Tooele City and Tooele County for 2024 Byrne Justice Assistance Grant Funds.

Council Member Hansen motioned to approve Resolution 2024-79 A Resolution of the Tooele City Council Approving an Interlocal Agreement Between Tooele City and Tooele County for 2024 Byrne Justice Assistance Grant Funds. Council Member McCall seconded the motion. The vote was as follows: Council Member McCall, "Aye," Council Member Hansen, "Aye," Council Member Gochis, "Aye," Council Member Manzione, "Aye," and Chairman Brady, "Aye." The motion passed.

16. Invoices & Purchase Orders

Ms. Pitt presented the following invoices and purchase orders:

Turf Equipment & Irrigation for a Workman HDX 4WD Kubota for the Parks Department in the amount of \$36,068.64.

Weidner for fire turnout gear in the amount of \$34,201.11.

Precision concrete cutting for grinding sidewalks in the amount of \$49,763.85. This will be brought back as a resolution with a contract at the next council meeting.

Broken Arrow for an open purchase order for road salt in the amount of \$65,000.00.

Broken Arrow for the repair of a sewer main on Benchview Drive in the amount of \$34,779.22. This will be brought back as a resolution with a contract at the next council meeting.

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

17. Minutes

There are no changes to the minutes.

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

Council Member Gochis abstained from voting.

18. Adjourn

Chairman Brady adjourned the meeting at 8:11pm.

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, 2024

Justin Brady, City Council Chair