

PUBLIC NOTICE

Notice is hereby given that the Tooele City Council will meet in a Business Meeting on Wednesday, March 19, 2025 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. **Mayor's Community Recognition Awards**
4. **Public Comment Period**
5. **Ordinance 2025-06** An Ordinance of Tooele City Amending Tooele City Code Section 8-4-4 Regarding Nuisance Abatement
Presented by Andrew Aagard, Community Development Director
6. **Ordinance 2025-08** An Ordinance of Tooele City Amending Tooele City Code Chapter 2-1 Regarding the Tooele City Public Library
Presented by Chase Randall, Library Director
7. **Resolution 2025-15** A Resolution of the Tooele City Council Approving an Agreement with Mountain States Fence for Fencing at the Tooele Valley Museum
Presented by Darwin Cook, Parks & Recreation Director
8. **Resolution 2025-16** A Resolution of the Tooele City Council Approving an Agreement with Asphalt Preservation for the 2025 Roadway Maintenance Project, Schedule A
Presented by Jamie Grandpre, Public Works Director
9. **Resolution 2025-17** A Resolution of the Tooele City Council Approving an Agreement with Staker & Parsons for the 2025 Roadway Maintenance Project, Schedule B
Presented by Jamie Grandpre, Public Works Director
10. **Resolution 2025-18** A Resolution of the Tooele City Council Approving an Agreement with Morgan Asphalt for the 2025 Roadway Maintenance Project, Schedule C
Presented by Jamie Grandpre, Public Works Director

11. **Resolution 2025-19** A Resolution of the Tooele City Council Authorizing the Tooele City Purchasing Agent to Dispose of Surplus Personal Property

Presented by Michelle Pitt, City Recorder

12. **Invoices & Purchase Orders**

Presented by Michelle Pitt, City Recorder

13. **Minutes**

~March 5, 2025 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 2025-06

AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE SECTION 8-4-4 REGARDING NUISANCE ABATEMENT.

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, UCA Section 10-8-60 enables Tooele City to define and abate nuisances; and,

WHEREAS, the abatement of nuisances in Tooele City is governed by TCC Chapter 8-4; and,

WHEREAS, the City Administration recommends amendments to TCC Section 8-4-4 regarding the abatement of weeds and other nuisances, as shown in Exhibit A, in order to make the nuisance abatement process more predictable for City staff and the public, and more effective in implementing City public nuisance policies, as well as for administrative ease of enforcement:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that TCC Section 8-4-4 is hereby amended as shown in Exhibit A.

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 _____, 2025.

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

Amendments to TCC Section 8-4-4 (Redline)

8-4-4. Nuisances and other unlawful conditions.

(1) It shall be unlawful for any person or association owning, occupying, or otherwise exercising control over real property in Tooele City to allow, permit, cause, or maintain a nuisance, including any of the following:

(a) weeds and/or grass in excess of 6 inches in height located:

(i) in the public right-of-way between the property line and the edge of street pavement of excessive height to create visual obstructions for vehicles and/or pedestrians at driveways and intersections;

(ii) on any land less than 5.1 acres in size where weeds may create fire hazard and/or nesting conditions for vermin and other feral animal; or,

(iii) within 30 feet of the property line of any land of 15 or more acres in size weeds shall be cut and maintained less than 6 inches in height;

(b) the accumulation of garbage, refuse, or unsightly or deleterious objects or structures upon real property, unless contained in connection with an association lawfully situated and licensed for the same;

(c) junked, wrecked, inoperable, or abandoned motor vehicles upon real property, except that up to 2 such vehicles or parts thereof may be stored within an enclosed building or completely screened by a sight-obscuring fence;

(d) any other unsightly or deleterious condition that gives rise to a threat to human health or safety; and,

(e) the failure, by any person owning, occupying, or exercising control over any real property within the City, to remove graffiti from the property.

(2) Automobile impound yards and wrecking yards, which are lawfully established, licensed, and operated within the City, are not a nuisance under this Chapter if the yards are completely screened by a sight-obscuring fence and are compliant with all Tooele City conditional use permit, site plan, building permit, and other City requirements.

TOOELE CITY CORPORATION

ORDINANCE 2025-08

AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE CHAPTER 2-1 REGARDING THE TOOELE CITY PUBLIC LIBRARY.

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, UCA Chapter 9-7 Part 4 governs city libraries, and is structured for a library board of directors to operate the library under city council administrative supervision, which structure is inconsistent with a council-mayor form of government where the Mayor supervises the administrative departments; and,

WHEREAS, in Tooele City's charter, as well as in the Council-Mayor form of government, legislative and executive/administrative powers are strictly separated, with the Mayor exercising all administrative authority; and,

WHEREAS, TCC Section 1-6-4 establishes the Public Library as an administrative department, and the Mayor has appointed a Library Director as the Library department head; and,

WHEREAS, TCC Chapter 2-1 establishes and regulates the Tooele City Public Library, including the Library Board and Library Director (current termed "librarian"); and,

WHEREAS, in Tooele City, the Library Board is advisory only, and does not possess administrative powers like establishing the library budget, managing library personnel, establishing library rules; instead, these administrative functions are carried out by the Library Director and the Mayor; and,

WHEREAS, the City Administration recommends that TCC Chapter 2-1 be amended to clarify the respective roles of the Library Board and the Library Director, as well as to make housekeeping amendments (e.g., capitalizing proper nouns); and,

WHEREAS, the recommended amendments are contained in Exhibit A:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOEELE CITY COUNCIL that Tooele City Code Chapter 2-1 regarding the Public Library is hereby amended as shown in Exhibit A.

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 _____, 2025.

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

City Code Amendments to TCC Chapter 2-1
(shown in blue)

TITLE 2. BOARDS

- Chapter 1. Public Library.
- Chapter 2. Tooele Valley Museum Advisory Board.
- Chapter 3. Planning Commission.
- Chapter 4. Variances.
- Chapter 5. Repealed.
- Chapter 6. Employee Grievance Appeal Board.
- Chapter 7. Historical Preservation Commission.
- Chapter 8. Accessibility Committee.

CHAPTER 1. PUBLIC LIBRARY

- 2-1-1. Establishment of pPublic hLibrary.
- 2-1-2. Nonresident use.
- 2-1-3. Library ~~hBoard of directors~~ - Appointment - Membership - Payment of Expenses.
- 2-1-4. Library ~~hBoard of directors~~- Terms - Election of officers - Removal - Vacancies - Duties.
- 2-1-5. Report of Library Directorlibrarian.
- 2-1-6. Donations.
- 2-1-7. Repealed.
- 2-1-8. Library fund. *(Repealed.)*
- 2-1-9. Annual reports to City Council and Utah State Library Board.

2-1-1. Establishment of pPublic hLibrary.

There is hereby established the Tooele City pPublic hLibrary. The hLibrary shall be forever free to the use of the citizens and residents of Tooele City, subject to such reasonable rules and regulations as proposed by the hLibrary ~~hBoard of directors~~ and adopted by the Mayor as regulations governing the management and use of the hLibrary. ~~The board may exclude from the use of the library any and all persons who shall willfully violate such rules.~~ (Ord. 89-13, 08-02-89)

2-1-2. Nonresident use.

The Mayor, upon the advice of the hLibrary ~~hBoard of directors~~, may extend the privileges and use of the library to persons residing outside the limits of Tooele City upon such terms and conditions as prescribed by its regulations. Nonresidents will be required to provide at least partial consideration for the privilege of using the hLibrary facilities and services. (Ord. 89-13, 08-02-89)

2-1-3. Library ~~hBoard of directors~~- Appointment - Membership - Payment of Expenses.

There is hereby appointed a hLibrary ~~hBoard of directors~~, chosen from the citizens of Tooele City at large with reference to their fitness for such office. The ~~hBoard of directors~~ shall consist of not less than five members and not more than nine members. Not more than one member of the City Council shall be, at any one time, a member of the ~~such hBoard~~. Board

~~Members Directors~~ shall serve without compensation, but their actual and necessary expenses incurred in the performance of their official duties may be paid from hLibrary funds. All Board members shall be appointed by the Mayor with the consent of the City Council. The Recorder shall notify such appointees and request from them a written acceptance of appointment. All appointees shall within 30 days of receipt of such notification file with the Recorder an acceptance of appointment. Should the same not be filed within 30 days, the person shall be considered to have declined the appointment, and the Mayor shall designate another person for appointment. The same procedure for appointment shall thereafter be followed. (Ord. 89-13, 08-02-89)

2-1-4. Library ~~hBoard of directors~~- Terms - Election of officers - Removal - Vacancies - Duties.

~~Board members Directors~~ shall be appointed for three-year terms, or until their successors are appointed. Initially, appointments shall be made for one-, two- and three-year terms. Annually thereafter, the Mayor shall, with consent of the City Council, before the first day of July of each year, appoint for three-year terms Board members ~~directors~~ to take the place of the retiring ~~membersdirectors~~. Board members ~~Directors~~ shall serve not more than two full terms in succession. Following such appointments, the Board members ~~directors~~ shall meet and elect a chairman and such other officers, as they deem necessary, for one-year terms. The Mayor, with consent of the City Council, may remove any Board member ~~director~~ for misconduct or neglect of duty. Vacancies in the ~~hBoard of directors~~, occasioned by removals, resignations, or otherwise, shall be filled for the unexpired term in the same manner as original appointments. The hLibrary ~~hBoard of directors~~ shall meet quarterly and shall make and adopt rules and regulations, not inconsistent with law, for the governing of the hLibrary. The rules, regulations, and policies of the Library board shall be effective upon the adoption and publication thereof by the Mayor. (Ord. 89-13, 08-02-89)

2-1-5. Report of Library Directorlibrarian.

The Library Director ~~City Librarian~~ shall annually on or before the 31st day of June, report to the Mayor as to the number of Library materials ~~books and periodicals~~ on hand, the number added by purchase, gift or otherwise, referring to the titles of periodicals, rather than total number of the same, the number of books lost or missing; the number of patrons on a monthly basis, the number of books loaned out, and such other statistics information and suggestions as the Library Director ~~librarian~~ may deem of general interest, or requested by the Mayor. (Ord. 76-12, 04-12-76)

2-1-6. Donations.

Any person desiring to make donations of money, personal property, or real estate, for the benefit of ~~the~~ Library shall have the right to vest the title to the money or real estate so donated in the name of Tooele City, to be held and credited to the general fund library account, when accepted, according to the terms of the deed, gift, devise, or bequest of such property; and as to the property, the City Council shall be held and considered to be special trustees. (Ord. 76-12, 04-12-76; Ord. 67-3, 08-14-67)

2-1-7. Repealed.

(Ord. 89-13, 08-20-89)

2-1-8. Library fund. (Repealed.)

All funds previously maintained by the ~~Tooele City Board of Directors~~ separately from the General Fund of Tooele City shall upon the final passage of this provision be transferred to the Tooele City general fund, and the funds and receipts accumulated or received from all sources by the operation of the Library shall hereafter be controlled by the Mayor, as part of the City budget general fund accounts. (Ord. 76-12, 04-12-76)

2-1-9. Annual reports to City Council and Utah State Library Board.

The ~~Library Director library board of directors~~ shall make an annual report to the City Council and Mayor on the condition and operation of the Library, including a financial statement. The ~~Directors~~ shall also provide for the keeping of records required by the Utah State Library Board in its request for an annual report from the public libraries, and shall submit such annual report to the state board. (Ord. 89-13, 08-20-89)

TOOELE CITY CORPORATION

RESOLUTION 2025-15

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH MOUNTAIN STATES FENCE FOR FENCING AT THE TOOELE VALLEY MUSEUM.

WHEREAS, Tooele City owns, operates, and maintains the Tooele Valley Museum, which includes railroad, mining, and military exhibits and buildings, and expansive lawn and other areas; and,

WHEREAS, the City Administration recommends that the Museum be fully fenced, including an additional 740 feet of fencing; and,

WHEREAS, following the City's procurement policies and procedures, the City bid the fencing project, and received two nearly identical bids, one for \$31,300 and one for \$31,118 (the bid results are attached as Exhibit A); and,

WHEREAS, the City Administration recommends that Mountain States Fence be selected for project award, despite its bid being \$182 higher than the other bid, because aspects of the products bid by Mountain States Fence are superior, in the City's experience, e.g., gate controllers, and have become the City standard (see the Agreement attached as Exhibit B); and,

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the agreement with Mountain States Fence for fencing at the Tooele Valley Museum is hereby approved, in the amount of \$31,300, and that the Mayor is hereby authorized to execute the same.

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 ____ of _____, 2025.

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

Fencing Project Bid Results

2025 Museum Fence, Bid Results

CONTRACTOR	TOTAL BID AMOUNT
Mountain States Fence	\$ 31,300.00
Western Fence Company	\$31,118.00

Exhibit B

Mountain State Fence Agreement



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and **Mountain States Fence of 3737 South 500 West, Salt Lake City UT 84115**, (hereinafter “Contractor”) enter into this Agreement on the **3rd** day of **March, 2025** (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:
Tooele Valley Museum located at 35 North Broadway, Tooele UT 84074.
 - Install approx. 740’ Lf 6’ tall galvanized chain link fence (1 ea. 24’ wide x 72” tall cantilever gate (Tying on to 80’ Lf existing fence).
 - 1 ea. Operated system (pal access control system, loops, gooseneck key pad) PAL System controller
 - Contractor will be responsible for clean up from project waste.
 - Owner will be responsible for electrical connection to gate controller.
 - Owner will responsible for removal of any obstructions to fence path.
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 **\$33,800.00** 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 **April 30, 2025**.
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
 - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$1,000,000. Contractor shall list the City as an additional insured on endorsements issued under its liability insurance policy. Contractor shall require that all of its subcontractors list the City as an additional insured on endorsements issued under their respective liability insurance policies, with respect to the Services rendered under this Agreement.
 - b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any intentional or negligent act or omission of Contractor and/or its agents and subcontractors arising out of or related to this Agreement.
 - c. Contractor Workers’ Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. In the alternative, assuming

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

- d. Performance and Payment Bonds. Contractor shall obtain performance and payment bonds in form amount sufficient to the City.
 - e. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance, including all Contractor and subcontractor endorsements, workers compensation insurance or exclusion, and payment and performance bonds to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence required under this section.
 - f. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.
 - g. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.
 - h. Governmental Immunity. The City is a governmental entity subject to the Utah Governmental Immunity Act ("Act"; U.C.A. Chapter 63G-7), and does not waive any procedural or substantive defense or benefit provided by the Act or by comparative legislative enactment, including UCA §63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by the City under this agreement are expressly limited to the amounts identified in the Act.
7. Business License. If required by Tooele City Code §5-1-1 *et seq.*, Contractor shall obtain a Tooele City business license.
8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.
9. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated.

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

TOOELE CITY CORPORATION

CONTRACTOR

Debra E. Winn, Tooele City Mayor

Signature

Print Name/Title: _____

Attest:

Approved as to form:

Michelle Y. Pitt, Tooele City Recorder

Roger Evans Baker, Tooele City Attorney
(Revised 10/25/2024)

SEAL



**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



MOUNTAIN STATES FENCE

3737 SOUTH 500 WEST - SALT LAKE CITY, UTAH 84115 - (801) 261-4224 - 1-800-873-3623 - FAX (801) 261-4509

WE PROPOSE TO PERFORM THE FOLLOWING DESCRIBED WORK IN ACCORDANCE WITH THESE TERMS AND CONDITIONS INCLUDING THOSE PRINTED ON PAGE 2. WHICH UPON YOUR ACCEPTANCE CONSTITUTES YOUR OFFER TO PURCHASE.

QUOTATION TO: NAME: **Tooele Park & Rec** DATE: **2/24/2025**
 ADDRESS: **90 N Main St** PROPOSAL NO:
Tooele UT, 84074 PRICE EFFECTIVE UNTIL: **3/6/2025**
 ATTN: **Darwin Cook** Re: **Museum Fence**
 PHONE: CELL: **435-830-1054**
 FAX: EMAIL: darwin@tooelecitcity.org PO/CONTRACT NUMBER:

DESCRIPTION OF MATERIAL:	TYPE	OVERALL HEIGHT	STRANDS B/W	MESH & GAUGE	FABRIC SELVAGE	LINE POSTS	POST SPACING	TOP RAIL	CENTER RAIL	BOTTOM RAIL	GATE FRAME
	320	6'	na	2 x 9	KK	1 7/8"	10'	1 5/8"		7 ga.	2 3/8

NOTE: This proposal includes Non-Stock, Special Order material. Mountain States Fence will require payment for those materials immediately upon ordering.

DESCRIPTION OF WORK:	JOB #	NOTE:
		FURNISHED AND INSTALLED:
		Approx 740' Lf. 6' Tall Galvanized Chain Link Fence (1 ea. 24' Wide x 72" Tall Cantilever Gate (Tying on To 80' Lf Existing Fence) \$18,800.00
		1 ea. Operated System (Pal Access Control System, Loops, Goose Neck, Key Pad) \$12,500.00
		Optional: 24' Double Swing gate (\$2500.00)
		Note: Fence line need to be clear and marked with Mountain States Crews Before Fence install.
		Total Sum: \$31,300.00
		Excluding: Sprinkler / Underground Line Repair, Grading, Mow Curb, Solid Rocks, Clearing Trees, Asphalt Repair.
		*Subcontractor's prices are only guaranteed for 10 days from the date of its proposal (Dated). All costs increases incurred by Subcontractor will be passed on to Contractor as proportional increases in price and Contractor specifically agrees to this escalation provision. *
		*If Worker's Comp Waiver of Subrogation is required add \$250.00

A customary fee will be imposed on payments made with a credit card.

QUOTATION PREPARED BY: **Andre G Lopez** Cell # **385-881-7269** Email: andre@msfence.com

PURCHASER, PLEASE SIGN AND ACKNOWLEDGE ACCEPTANCE ON PAGE 2.

(SIGNATURE DENOTES ACCEPTANCE OF TERMS AND CONDITIONS.)

THIS PROPOSAL SPECIFICALLY EXCLUDES SITE CLEARING, GRADING, SURVEYING, GROUNDING, ELECTRICAL WORK, AND THE LOCATING OF UNDERGROUND UTILITY LINES.



TERMS AND CONDITIONS

- 1 This proposal is for immediate acceptance, which, upon purchaser's acceptance, becomes an offer to purchase; and becomes a contract only upon such acceptance by Purchaser and subsequent approval by Seller's Home Office.
- 2 The Seller may at its option suspend work and deliveries under this contract except for cash, if in its opinion the credit of the purchaser becomes doubtful or impaired, until the Seller has received full settlement or satisfactory security for shipments made and services rendered and is satisfied as to Purchaser's credit for further shipments. If Purchaser fails or refuses to make payment as provided or to furnish such satisfactory security, the Seller shall have the right to enforce payment of the full contract value of the material and labor already furnished, or in process, and may either cancel the unfinished portion of the contract, or may proceed with the contract, in which latter case the Seller shall be entitled to such an extension of time for the performance thereof as is necessitated by the suspension. Seller's omission promptly to exercise its foregoing rights on account of failure by buyer to make payment or furnish security shall not be any waiver of Seller's rights to do so on the continuance or recurrence of any such default.
- 3 The Seller will not be responsible for delays arising from causes beyond its reasonable control and shall be responsible only for reasonable diligence in performing hereunder. Acceptance of performance or delivery shall constitute a waiver of any claims for damages on account of delays.
- 4 All material, unless otherwise expressly provided, shall be in accord with Seller's Standard Specifications and invoiced in accordance with Seller's Current published schedule of weight areas, bundles and standard lengths. Seller's invoice shall govern all settlements in the absence of affirmative showing of error therein.
- 5 a. In the event that this proposal is for the sale of materials only, no claim for compensation for errors of defects in material or workmanship will be allowed unless Seller is given immediate notice and opportunity to investigate, inspect and correct the alleged errors and defects, and if such are found and are not corrected by Seller, the compensation allowed to Purchaser shall be only the reasonable cost of replacing the defect or correcting the error in the materials involved and Seller will under no circumstances pay or be liable for any claims resulting from the use of improper, defective or damaged material. Purchaser shall carefully check material immediately upon arrival at destination, as no claim for shortage will be entertained unless filed with the Seller in writing within five days thereafter, and noted on the original freight bill by the local agent of the carrier.
b. If this proposal is for the construction of fences and related work, workmanship and materials furnished hereunder are guaranteed for a period of one (1) year from the date of project completion. There is no guarantee, explicit or implied, for wood fencing materials. There is no guarantee for damage due to acts of nature (high winds, flooding, etc.) No claim for compensation for errors or defects in material or workmanship will be allowed unless Seller is given immediate notice and opportunity to investigate, inspect and correct the alleged errors and the defects, and if such are found and are not corrected by Seller, the compensation allowed to Purchaser shall be only the reasonable cost of replacing the defect or correcting the error in the materials involved and Seller will under no circumstances pay or be liable for any claims resulting from the use of improper, defective or damaged material. Purchaser shall carefully check material and installation immediately, as no claims for improper, defective or damaged material will be entertained unless filed with the Seller in writing within five days.
- 6 Until paid for, or incorporated into a structure, Purchaser hereby agrees with and grants to Seller a purchase money security interest in the above described materials together with any and all proceeds therefrom; and in case the Purchaser shall become insolvent, or refuse or neglect to pay for material herein provided, the Seller may at its option, without process of law, require the Purchaser to assemble and make said materials available at a place to be designated by the Seller; further, Seller may retake possession of any or all material wherever the same may be found, except as provided above, and credit the account of the Purchaser with the value thereof to the Seller, less the necessary cost and freight charges in retaking the same. Furthermore, this security agreement applies to all collateral of the kind which is the subject of this agreement which the debtor may acquire at any time.
- 7 No one has authority to depart from the terms and conditions of sale as set forth on the face and the back hereof, nor to make representations or arrangements other than those printed hereon whether in the execution or in the performance or pursuance of the contract, unless the same are written on this quotation or are given in writing with it or in pursuance of it, and are fully approved in writing by the Seller's Home Office.
- 8 Fence will follow general contour of ground unless otherwise specified by customer and agreed to in writing by Seller.
- 9 a. Pursuant to ASTM Designation F 567-84, Standard Practice for Installation of Fences:
 1. Purchaser shall indicate the location of fence lines, gates and terminal posts with suitable stakes. Stake intervals shall not exceed 500 ft. (1 52.5m) or line of sight.
 2. The purchaser shall indicate all underground utility locations and other underground structures.
 3. Before installing chain link fence, all necessary site clearing and grading shall be performed by the purchaser. An adequate clearance on both sides of the fence line isb. Purchaser agrees to notify Seller when the job is "ready" as described in 9.a. If the job is not ready as represented, and Seller, relying on that or some other reasonable representation, incurs expenses for wasted mobilization, Purchaser agrees to pay Seller \$ amount agreed to by the parties, to reimburse Seller for those expenses.
- 10 In accepting this order, it is assumed that no rock, concrete wall, foundation, or any other obstacles will be encountered above or below the ground surface. Should other than normal soil conditions exist, making it necessary to drill holes into rock or concrete and/or remove such obstacles by any means whatsoever, a charge equal to Seller's consequent additional expenses will be made for this service, unless other arrangements are made prior to the consummation of this agreement.
- 11 In the event Seller shall institute and prevail, or defend and prevail, in any action or suit for the determination or rights hereunder, Purchaser will pay to Seller all costs and expenses, including a reasonable attorney's fee, incurred on account thereof. Furthermore, said determination shall be made pursuant to the Laws and Statutes of the State of Utah.
- 12 The total purchase price is due upon completion. A finance charge computed at a periodic rate of 1 ½% PER MONTH which is an ANNUAL PERCENTAGE RATE OF 18% will be charged on any previous balance not paid within 30 days.

Accepted By Buyer:

(Signature)

Date:

TOOELE CITY CORPORATION

RESOLUTION 2025-16

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH ASPHALT PRESERVATION FOR THE 2025 ROADWAY MAINTENANCE PROJECT, SCHEDULE A.

WHEREAS, Tooele City has more than 225 lane miles of public roadway located within the City limits for which it has maintenance and,

WHEREAS, a significant number of those roadways require maintenance in varying levels of effort in order to maintain reasonably safe and convenient public access and to extend the life of those roadways; and,

WHEREAS, the City receives State roadway assistance (Road "C") funds together with additional funding from the State of Utah, which funds are to be used by the City for public roadway pavement maintenance and repair; and,

WHEREAS, the City solicited public bids for the 2025 Roadway Maintenance Project in accordance with the procedures of §72-6-108, Utah Code Annotated, as amended, in three bid schedules, 1) Schedule A for Type II slurry seal, 2) Schedule B for light-weight aggregate chip seal, and 3) Schedule C for roto-mill and asphalt overlay; and,

WHEREAS, Asphalt Preservation LLC submitted a cost proposal of \$190,000, which is the lowest responsible responsive bid for Schedule A of the Project (see bid results attached as Exhibit A); and,

WHEREAS, the City Administration requests an additional appropriation of about 5% in the amount of \$9,500 as contingency for change orders for changed conditions which may arise during the Project, as reviewed and approved by the Mayor:

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

1. the agreement attached as Exhibit B with Asphalt Preservation LLC is hereby approved, in the amount of \$190,000, for completion of the Schedule A of the Project; and,
2. an additional \$9,500 contingency is hereby approved, which may be used for changed conditions as reviewed and approved by the Mayor.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this _____ day of _____, 2025.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)


(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

SEAL

Approved as to Form:



Roger Evans Baker, Tooele City Attorney

EXHIBIT A

Schedule A Bid Results

BID TABULATION
2025 Roadway Maintenance Project
Bid Opening March 13, 2025

Item No.	Description	Bid Quantity	Unit	Asphalt Preservation		Staker & Parsons Co.		Morgan Asphalt		Morgan Pavement Maint.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BID SCHEDULE "A" - SLURRY SEAL TYPE II											
A1	Furnish and Install Slurry Seal Type II - Public Roads	1,250,000	SF	\$0.1520	\$190,000.00	NO BID		NO BID		\$0.1765	\$220,625.00
SUB TOTAL - BID SCHEDULE "A"				\$190,000.00						\$220,625.00	
Comments											
BID SCHEDULE "B" - LIGHT WEIGHT AGGREGATE CHIP SEAL											
B1	Furnish and Install Light Weight Aggregate Chip Seal	2,000,000	SF	NO BID		\$0.45	\$900,000.00	NO BID		NO BID	
B2	Furnish and Install 4" Double Solid Yellow Line	2,350	LF			\$4.75	\$11,162.50				
B3	Furnish and Install Stop Bar Pavement Marking	8	EA			\$83.00	\$664.00				
B4	Furnish and Install Cross Walk Pavement Marking	7	EA			\$670.00	\$4,690.00				
B5	Furnish and Install School Pavement Marking	6	EA			\$182.00	\$1,092.00				
SUB TOTAL - BID SCHEDULE "B"				\$917,608.50							
Comments											
BID SCHEDULE "C" - ROTO-MILL AND ASPHALT OVERLAY											
C1	Remove, Adjust and Reinstall Concrete Collars Around Water Valves and Survey Monuments	17	EA	NO BID		NO BID		\$615.00	\$10,455.00	\$1,039.50	\$17,671.50
C2	Remove, Adjust and Reinstall Concrete Collars Around Manhole	15	EA					\$815.00	\$12,225.00	\$1,320.00	\$19,800.00
C3	Roto-Mill Edge of Existing Roadways (taper 2" below lip of	5,900	LF					\$2.80	\$16,520.00	\$5.60	\$33,040.00
C4	Furnish and Install Level Course	200	TON					\$120.00	\$24,000.00	\$180.00	\$36,000.00
C5	Furnish and Install 2 1/2" PG 64-28 Asphalt	145,000	SF					\$1.69	\$245,050.00	\$2.20	\$319,000.00
SUB TOTAL - BID SCHEDULE "C"				\$308,250.00		\$425,511.50					
Comments											

BID TABULATION
2025 Roadway Maintenance Project
Bid Opening March 13, 2025

Item No.	Description	Bid Quantity	Unit	Black Forest Pavement		C&B Asphalt		American Pavement Preservation		Staker & Parson Companies	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BID SCHEDULE "A" - SLURRY SEAL TYPE II											
A1	Furnish and Install Slurry Seal Type II - Public Roads	1,250,000	SF					\$0.1750	\$218,750.00	\$0.2200	\$275,000.00
SUB TOTAL - BID SCHEDULE "A"				NO BID		NO BID		\$218,750.00		\$275,000.00	
Comments											
BID SCHEDULE "B" - LIGHT WEIGHT AGGREGATE CHIP SEAL											
B1	Furnish and Install Light Weight Aggregate Chip Seal	2,000,000	SF								
B2	Furnish and Install 4" Double Solid Yellow Line	2,350	LF								
B3	Furnish and Install Stop Bar Pavement Marking	8	EA								
B4	Furnish and Install Cross Walk Pavement Marking	7	EA								
B5	Furnish and Install School Pavement Marking	6	EA								
SUB TOTAL - BID SCHEDULE "B"				NO BID		NO BID		NO BID		NO BID	
Comments											
BID SCHEDULE "C" - ROTO-MILL AND ASPHALT OVERLAY											
C1	Remove, Adjust and Reinstall Concrete Collars Around Water Valves and Survey Monuments	17	EA	\$900.00	\$15,300.00	\$915.00	\$15,555.00			\$715.00	\$12,155.00
C2	Remove, Adjust and Reinstall Concrete Collars Around Manhole	15	EA	\$1,050.00	\$15,750.00	\$1,082.00	\$16,230.00			\$915.00	\$13,725.00
C3	Roto-Mill Edge of Existing Roadways (taper 2" below lip of	5,900	LF	\$6.00	\$35,400.00	\$2.43	\$14,337.00			\$4.20	\$24,780.00
C4	Furnish and Install Level Course	200	TON	\$130.00	\$26,000.00	\$124.00	\$24,800.00			\$162.00	\$32,400.00
C5	Furnish and Install 2 1/2" PG 64-28 Asphalt	145,000	SF	\$1.82	\$263,900.00	\$1.80	\$261,000.00			\$2.05	\$297,250.00
SUB TOTAL - BID SCHEDULE "C"				\$356,350.00		\$331,922.00		NO BID		\$380,310.00	
Comments											

BID TABULATION
2025 Roadway Maintenance Project
Bid Opening March 13, 2025

Item No.	Description	Bid Quantity	Unit	B H Inc.		Intermountain Slurry Seal					
				Unit Price	Total	Unit Price	Total				
BID SCHEDULE "A" - SLURRY SEAL TYPE II											
A1	Furnish and Install Slurry Seal Type II - Public Roads	1,250,000	SF	NO BID		NO BID					
SUB TOTAL - BID SCHEDULE "A"											
Comments											
BID SCHEDULE "B" - LIGHT WEIGHT AGGREGATE CHIP SEAL											
B1	Furnish and Install Light Weight Aggregate Chip Seal	2,000,000	SF	NO BID		\$0.46	\$920,000.00				
B2	Furnish and Install 4" Double Solid Yellow Line	2,350	LF			\$2.00	\$4,700.00				
B3	Furnish and Install Stop Bar Pavement Marking	8	EA			\$60.00	\$480.00				
B4	Furnish and Install Cross Walk Pavement Marking	7	EA			\$475.00	\$3,325.00				
B5	Furnish and Install School Pavement Marking	6	EA			\$135.00	\$810.00				
SUB TOTAL - BID SCHEDULE "B"						\$929,315.00					
Comments											
BID SCHEDULE "C" - ROTO-MILL AND ASPHALT OVERLAY											
C1	Remove, Adjust and Reinstall Concrete Collars Around Water Valves and Survey Monuments	17	EA	\$760.00	\$12,920.00	\$855.00	\$14,535.00				
C2	Remove, Adjust and Reinstall Concrete Collars Around Manhole	15	EA	\$1,125.00	\$16,875.00	\$1,170.00	\$17,550.00				
C3	Roto-Mill Edge of Existing Roadways (taper 2" below lip of	5,900	LF	\$2.58	\$15,222.00	\$2.50	\$14,750.00				
C4	Furnish and Install Level Course	200	TON	\$143.00	\$28,600.00	\$188.00	\$37,600.00				
C5	Furnish and Install 2 1/2" PG 64-28 Asphalt	145,000	SF	\$1.97	\$285,650.00	\$2.36	\$342,200.00				
SUB TOTAL - BID SCHEDULE "C"				\$359,267.00		\$426,635.00					
Comments											

EXHIBIT B

Agreement for Schedule A

DOCUMENT 00 52 00

AGREEMENT

PART 1 GENERAL

1.1 CONTRACTOR

- A. Name: Asphalt Preservation, LLC
- B. Address: 3490 West 3300 South, Bldg A, Unit 4
West Haven, UT 84401
- C. Telephone number: (385) 389-2927

1.2 OWNER

- A. The name of the OWNER is Tooele City Corporation

1.3 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as

2025 Roadway Maintenance Project
(Slurry Seal Type II - Bid Schedule A)

1.4 ENGINEER

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

PART 2 TIME AND MONEY CONSIDERATIONS

2.1 CONTRACT PRICE

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

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

1. Base Bid.
2. _____
3. _____
4. _____

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

D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is: One Hundred Ninety Thousand Dollars (\$ 190,000.00).

2.2 CONTRACT TIME

- A. All work shall be completed **prior to August 31, 2025**.
- B. Any time specified in work sequences in the Summary of Work shall be a part of the Contract Time. _____

2.3 PUNCH LIST TIME

- A. The Work will be complete and ready for final payment within 5 days after the date CONTRACTOR receives ENGINEER's Final Inspection Punch List unless exemptions of specific items are granted by ENGINEER in writing or an exception has been specified in the Contract Documents.
- B. Permitting the CONTRACTOR to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been extended, whether or not a new completion date is established, shall in no way operate as a waiver on the part of the OWNER of any of OWNER's rights under this Agreement.

2.4 LIQUIDATED DAMAGES

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

1. **Late Contract Time Completion:**

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

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

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

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

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

3.3 OWNER'S SUBSCRIPTION AND ACKNOWLEDGMENT

A. OWNER's signature: _____

B. Please print name here: _____

C. Title: _____

ATTEST:

Michelle Y. Pitt
Tooele City Recorder

S E A L

APPROVED AS TO FORM

Roger Evans Baker
Tooele City Attorney

END OF DOCUMENT

TOOELE CITY CORPORATION

RESOLUTION 2025-17

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH STAKER & PARSONS FOR THE 2025 ROADWAY MAINTENANCE PROJECT, SCHEDULE B.

WHEREAS, Tooele City has more than 225 lane miles of public roadway located within the City limits for which it has maintenance and,

WHEREAS, a significant number of those roadways require maintenance in varying levels of effort in order to maintain reasonably safe and convenient public access and to extend the life of those roadways; and,

WHEREAS, the City receives State roadway assistance (Road "C") funds together with additional funding from the State of Utah, which funds are to be used by the City for public roadway pavement maintenance and repair; and,

WHEREAS, the City solicited public bids for the 2025 Roadway Maintenance Project in accordance with the procedures of §72-6-108, Utah Code Annotated, as amended, in three bid schedules, 1) Schedule A for Type II slurry seal, 2) Schedule B for light-weight aggregate chip seal, and 3) Schedule C for roto-mill and asphalt overlay; and,

WHEREAS, Staker & Parsons Co. submitted a cost proposal of \$917,608.50, which is the lowest responsible responsive bid for Schedule B of the Project (see bid results attached as Exhibit A); and,

WHEREAS, the City Administration requests an additional appropriation of about 5% in the amount of \$46,000 as contingency for change orders for changed conditions which may arise during the Project, as reviewed and approved by the Mayor:

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

1. the agreement attached as Exhibit B with Staker & Parsons Co. is hereby approved, in the amount of \$917,608.50, for completion of the Schedule B of the Project; and,
2. an additional \$46,000 contingency is hereby approved, which may be used for changed conditions as reviewed and approved by the Mayor.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council
this _____ day of _____, 2025.

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

Schedule B Bid Results

BID TABULATION
2025 Roadway Maintenance Project
Bid Opening March 13, 2025

Item No.	Description	Bid Quantity	Unit	Asphalt Preservation		Staker & Parsons Co.		Morgan Asphalt		Morgan Pavement Maint.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BID SCHEDULE "A" - SLURRY SEAL TYPE II											
A1	Furnish and Install Slurry Seal Type II - Public Roads	1,250,000	SF	\$0.1520	\$190,000.00	NO BID		NO BID		\$0.1765	\$220,625.00
SUB TOTAL - BID SCHEDULE "A"				\$190,000.00						\$220,625.00	
Comments											
BID SCHEDULE "B" - LIGHT WEIGHT AGGREGATE CHIP SEAL											
B1	Furnish and Install Light Weight Aggregate Chip Seal	2,000,000	SF	NO BID		\$0.45	\$900,000.00	NO BID		NO BID	
B2	Furnish and Install 4" Double Solid Yellow Line	2,350	LF			\$4.75	\$11,162.50				
B3	Furnish and Install Stop Bar Pavement Marking	8	EA			\$83.00	\$664.00				
B4	Furnish and Install Cross Walk Pavement Marking	7	EA			\$670.00	\$4,690.00				
B5	Furnish and Install School Pavement Marking	6	EA			\$182.00	\$1,092.00				
SUB TOTAL - BID SCHEDULE "B"				\$917,608.50							
Comments											
BID SCHEDULE "C" - ROTO-MILL AND ASPHALT OVERLAY											
C1	Remove, Adjust and Reinstall Concrete Collars Around Water Valves and Survey Monuments	17	EA	NO BID		NO BID		\$615.00	\$10,455.00	\$1,039.50	\$17,671.50
C2	Remove, Adjust and Reinstall Concrete Collars Around Manhole	15	EA					\$815.00	\$12,225.00	\$1,320.00	\$19,800.00
C3	Roto-Mill Edge of Existing Roadways (taper 2" below lip of	5,900	LF					\$2.80	\$16,520.00	\$5.60	\$33,040.00
C4	Furnish and Install Level Course	200	TON					\$120.00	\$24,000.00	\$180.00	\$36,000.00
C5	Furnish and Install 2 1/2" PG 64-28 Asphalt	145,000	SF					\$1.69	\$245,050.00	\$2.20	\$319,000.00
SUB TOTAL - BID SCHEDULE "C"				\$308,250.00		\$425,511.50					
Comments											

BID TABULATION
2025 Roadway Maintenance Project
Bid Opening March 13, 2025

Item No.	Description	Bid Quantity	Unit	Black Forest Pavement		C&B Asphalt		American Pavement Preservation		Staker & Parson Companies	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BID SCHEDULE "A" - SLURRY SEAL TYPE II											
A1	Furnish and Install Slurry Seal Type II - Public Roads	1,250,000	SF					\$0.1750	\$218,750.00	\$0.2200	\$275,000.00
SUB TOTAL - BID SCHEDULE "A"				NO BID		NO BID		\$218,750.00		\$275,000.00	
Comments											
BID SCHEDULE "B" - LIGHT WEIGHT AGGREGATE CHIP SEAL											
B1	Furnish and Install Light Weight Aggregate Chip Seal	2,000,000	SF								
B2	Furnish and Install 4" Double Solid Yellow Line	2,350	LF								
B3	Furnish and Install Stop Bar Pavement Marking	8	EA								
B4	Furnish and Install Cross Walk Pavement Marking	7	EA								
B5	Furnish and Install School Pavement Marking	6	EA								
SUB TOTAL - BID SCHEDULE "B"				NO BID		NO BID		NO BID		NO BID	
Comments											
BID SCHEDULE "C" - ROTO-MILL AND ASPHALT OVERLAY											
C1	Remove, Adjust and Reinstall Concrete Collars Around Water Valves and Survey Monuments	17	EA	\$900.00	\$15,300.00	\$915.00	\$15,555.00			\$715.00	\$12,155.00
C2	Remove, Adjust and Reinstall Concrete Collars Around Manhole	15	EA	\$1,050.00	\$15,750.00	\$1,082.00	\$16,230.00			\$915.00	\$13,725.00
C3	Roto-Mill Edge of Existing Roadways (taper 2" below lip of	5,900	LF	\$6.00	\$35,400.00	\$2.43	\$14,337.00			\$4.20	\$24,780.00
C4	Furnish and Install Level Course	200	TON	\$130.00	\$26,000.00	\$124.00	\$24,800.00			\$162.00	\$32,400.00
C5	Furnish and Install 2 1/2" PG 64-28 Asphalt	145,000	SF	\$1.82	\$263,900.00	\$1.80	\$261,000.00			\$2.05	\$297,250.00
SUB TOTAL - BID SCHEDULE "C"				\$356,350.00		\$331,922.00				\$380,310.00	
Comments											

BID TABULATION
2025 Roadway Maintenance Project
Bid Opening March 13, 2025

Item No.	Description	Bid Quantity	Unit	B H Inc.		Intermountain Slurry Seal					
				Unit Price	Total	Unit Price	Total				
BID SCHEDULE "A" - SLURRY SEAL TYPE II											
A1	Furnish and Install Slurry Seal Type II - Public Roads	1,250,000	SF	NO BID		NO BID					
SUB TOTAL - BID SCHEDULE "A"											
Comments											
BID SCHEDULE "B" - LIGHT WEIGHT AGGREGATE CHIP SEAL											
B1	Furnish and Install Light Weight Aggregate Chip Seal	2,000,000	SF	NO BID		\$0.46	\$920,000.00				
B2	Furnish and Install 4" Double Solid Yellow Line	2,350	LF			\$2.00	\$4,700.00				
B3	Furnish and Install Stop Bar Pavement Marking	8	EA			\$60.00	\$480.00				
B4	Furnish and Install Cross Walk Pavement Marking	7	EA			\$475.00	\$3,325.00				
B5	Furnish and Install School Pavement Marking	6	EA			\$135.00	\$810.00				
SUB TOTAL - BID SCHEDULE "B"						\$929,315.00					
Comments											
BID SCHEDULE "C" - ROTO-MILL AND ASPHALT OVERLAY											
C1	Remove, Adjust and Reinstall Concrete Collars Around Water Valves and Survey Monuments	17	EA	\$760.00	\$12,920.00	\$855.00	\$14,535.00				
C2	Remove, Adjust and Reinstall Concrete Collars Around Manhole	15	EA	\$1,125.00	\$16,875.00	\$1,170.00	\$17,550.00				
C3	Roto-Mill Edge of Existing Roadways (taper 2" below lip of	5,900	LF	\$2.58	\$15,222.00	\$2.50	\$14,750.00				
C4	Furnish and Install Level Course	200	TON	\$143.00	\$28,600.00	\$188.00	\$37,600.00				
C5	Furnish and Install 2 1/2" PG 64-28 Asphalt	145,000	SF	\$1.97	\$285,650.00	\$2.36	\$342,200.00				
SUB TOTAL - BID SCHEDULE "C"						\$359,267.00	\$426,635.00				
Comments											

EXHIBIT B

Agreement for Schedule B

DOCUMENT 00 52 00

AGREEMENT

PART 1 GENERAL

1.1 CONTRACTOR

- A. Name: Staker & Parson Companies
- B. Address: 2350 South 1900 West
Ogden, Utah 84401
- C. Telephone number: (801) 731-1111
- D. Facsimile number: (801) 731-8800

1.2 OWNER

- A. The name of the OWNER is Tooele City Corporation

1.3 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as

2025 Roadway Maintenance Project
(Bid Schedule B - Light Weight Aggregate Chip Seal)

1.4 ENGINEER

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

PART 2 TIME AND MONEY CONSIDERATIONS

2.1 CONTRACT PRICE

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

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

1. Base Bid.
2. _____
3. _____
4. _____

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

D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is: Nine Hundred Seventeen Thousand Six Hundred Eight Dollars and Fifty Cents (\$917,608.50).

2.2 CONTRACT TIME

- A. All work shall be completed **prior to August 31, 2025**.
- B. Any time specified in work sequences in the Summary of Work shall be a part of the Contract Time. _____

2.3 PUNCH LIST TIME

- A. The Work will be complete and ready for final payment within 5 days after the date CONTRACTOR receives ENGINEER's Final Inspection Punch List unless exemptions of specific items are granted by ENGINEER in writing or an exception has been specified in the Contract Documents.
- B. Permitting the CONTRACTOR to continue and finish the Work or any part of the Work after the time fixed for its completion, or after the date to which the time for completion may have been extended, whether or not a new completion date is established, shall in no way operate as a waiver on the part of the OWNER of any of OWNER's rights under this Agreement.

2.4 LIQUIDATED DAMAGES

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

1. **Late Contract Time Completion:**

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

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

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

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

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

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

PART 3 EXECUTION

3.1 EFFECTIVE DATE

A. OWNER and CONTRACTOR execute this Agreement and declare it in effect as of the _____ day of _____, 2025.

3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

- A. CONTRACTOR's signature: _____
- B. Please print name here: _____
- C. Title: _____
- D. CONTRACTOR's Utah license number: _____

Acknowledgment

State of _____)
County of _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2025.

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

Notary's signature

Residing at

My commission expires:

Notary's seal

3.3 OWNER'S SUBSCRIPTION AND ACKNOWLEDGMENT

A. OWNER's signature: _____

B. Please print name here: _____

C. Title: _____

ATTEST:

Michelle Y. Pitt
Tooele City Recorder

S E A L

APPROVED AS TO FORM

Roger Evans Baker
Tooele City Attorney

END OF DOCUMENT

TOOELE CITY CORPORATION

RESOLUTION 2025-18

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH MORGAN ASPHALT FOR THE 2025 ROADWAY MAINTENANCE PROJECT, SCHEDULE C.

WHEREAS, Tooele City has more than 225 lane miles of public roadway located within the City limits for which it has maintenance and,

WHEREAS, a significant number of those roadways require maintenance in varying levels of effort in order to maintain reasonably safe and convenient public access and to extend the life of those roadways; and,

WHEREAS, the City receives State roadway assistance (Road "C") funds together with additional funding from the State of Utah, which funds are to be used by the City for public roadway pavement maintenance and repair; and,

WHEREAS, the City solicited public bids for the 2025 Roadway Maintenance Project in accordance with the procedures of §72-6-108, Utah Code Annotated, as amended, in three bid schedules, 1) Schedule A for Type II slurry seal, 2) Schedule B for light-weight aggregate chip seal, and 3) Schedule C for roto-mill and asphalt overlay; and,

WHEREAS, Morgan Asphalt submitted a cost proposal of \$308,250, which is the lowest responsible responsive bid for Schedule C of the Project (see bid results attached as Exhibit A); and,

WHEREAS, the City Administration requests an additional appropriation of about 5% in the amount of \$15,000 as contingency for change orders for changed conditions which may arise during the Project, as reviewed and approved by the Mayor:

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

1. the agreement attached as Exhibit B with Morgan Asphalt is hereby approved, in the amount of \$308,250, for completion of the Schedule C of the Project; and,
2. an additional \$15,000 contingency is hereby approved, which may be used for changed conditions as reviewed and approved by the Mayor.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this _____ day of _____, 2025.

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

Schedule C Bid Results

BID TABULATION
2025 Roadway Maintenance Project
Bid Opening March 13, 2025

Item No.	Description	Bid Quantity	Unit	Asphalt Preservation		Staker & Parsons Co.		Morgan Asphalt		Morgan Pavement Maint.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BID SCHEDULE "A" - SLURRY SEAL TYPE II											
A1	Furnish and Install Slurry Seal Type II - Public Roads	1,250,000	SF	\$0.1520	\$190,000.00	NO BID		NO BID		\$0.1765	\$220,625.00
SUB TOTAL - BID SCHEDULE "A"				\$190,000.00						\$220,625.00	
Comments											
BID SCHEDULE "B" - LIGHT WEIGHT AGGREGATE CHIP SEAL											
B1	Furnish and Install Light Weight Aggregate Chip Seal	2,000,000	SF	NO BID		\$0.45	\$900,000.00	NO BID		NO BID	
B2	Furnish and Install 4" Double Solid Yellow Line	2,350	LF			\$4.75	\$11,162.50				
B3	Furnish and Install Stop Bar Pavement Marking	8	EA			\$83.00	\$664.00				
B4	Furnish and Install Cross Walk Pavement Marking	7	EA			\$670.00	\$4,690.00				
B5	Furnish and Install School Pavement Marking	6	EA			\$182.00	\$1,092.00				
SUB TOTAL - BID SCHEDULE "B"				\$917,608.50							
Comments											
BID SCHEDULE "C" - ROTO-MILL AND ASPHALT OVERLAY											
C1	Remove, Adjust and Reinstall Concrete Collars Around Water Valves and Survey Monuments	17	EA	NO BID		NO BID		\$815.00	\$10,455.00	\$1,039.50	\$17,671.50
C2	Remove, Adjust and Reinstall Concrete Collars Around Manhole	15	EA					\$815.00	\$12,225.00	\$1,320.00	\$19,800.00
C3	Roto-Mill Edge of Existing Roadways (taper 2" below lip of	5,900	LF					\$2.80	\$16,520.00	\$5.60	\$33,040.00
C4	Furnish and Install Level Course	200	TON					\$120.00	\$24,000.00	\$180.00	\$36,000.00
C5	Furnish and Install 2 1/2" PG 64-28 Asphalt	145,000	SF					\$1.69	\$245,050.00	\$2.20	\$319,000.00
SUB TOTAL - BID SCHEDULE "C"				\$308,250.00		\$425,511.50					
Comments											

BID TABULATION
2025 Roadway Maintenance Project
Bid Opening March 13, 2025

Item No.	Description	Bid Quantity	Unit	Black Forest Pavement		C&B Asphalt		American Pavement Preservation		Staker & Parson Companies	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BID SCHEDULE "A" - SLURRY SEAL TYPE II											
A1	Furnish and Install Slurry Seal Type II - Public Roads	1,250,000	SF	NO BID		NO BID		\$0.1750	\$218,750.00	\$0.2200	\$275,000.00
SUB TOTAL - BID SCHEDULE "A"								\$218,750.00		\$275,000.00	
Comments											
BID SCHEDULE "B" - LIGHT WEIGHT AGGREGATE CHIP SEAL											
B1	Furnish and Install Light Weight Aggregate Chip Seal	2,000,000	SF	NO BID		NO BID		NO BID		NO BID	
B2	Furnish and Install 4" Double Solid Yellow Line	2,350	LF								
B3	Furnish and Install Stop Bar Pavement Marking	8	EA								
B4	Furnish and Install Cross Walk Pavement Marking	7	EA								
B5	Furnish and Install School Pavement Marking	6	EA								
SUB TOTAL - BID SCHEDULE "B"											
Comments											
BID SCHEDULE "C" - ROTO-MILL AND ASPHALT OVERLAY											
C1	Remove, Adjust and Reinstall Concrete Collars Around Water Valves and Survey Monuments	17	EA	\$900.00	\$15,300.00	\$915.00	\$15,555.00	NO BID		\$715.00	\$12,155.00
C2	Remove, Adjust and Reinstall Concrete Collars Around Manhole	15	EA	\$1,050.00	\$15,750.00	\$1,082.00	\$16,230.00			\$915.00	\$13,725.00
C3	Roto-Mill Edge of Existing Roadways (taper 2" below lip of	5,900	LF	\$6.00	\$35,400.00	\$2.43	\$14,337.00			\$4.20	\$24,780.00
C4	Furnish and Install Level Course	200	TON	\$130.00	\$26,000.00	\$124.00	\$24,800.00			\$162.00	\$32,400.00
C5	Furnish and Install 2 1/2" PG 64-28 Asphalt	145,000	SF	\$1.82	\$263,900.00	\$1.80	\$261,000.00			\$2.05	\$297,250.00
SUB TOTAL - BID SCHEDULE "C"				\$356,350.00		\$331,922.00				\$380,310.00	
Comments											

BID TABULATION
2025 Roadway Maintenance Project
Bid Opening March 13, 2025

Item No.	Description	Bid Quantity	Unit	B H Inc.		Intermountain Slurry Seal					
				Unit Price	Total	Unit Price	Total				
BID SCHEDULE "A" - SLURRY SEAL TYPE II											
A1	Furnish and Install Slurry Seal Type II - Public Roads	1,250,000	SF	NO BID		NO BID					
SUB TOTAL - BID SCHEDULE "A"											
Comments											
BID SCHEDULE "B" - LIGHT WEIGHT AGGREGATE CHIP SEAL											
B1	Furnish and Install Light Weight Aggregate Chip Seal	2,000,000	SF	NO BID		\$0.46	\$920,000.00				
B2	Furnish and Install 4" Double Solid Yellow Line	2,350	LF			\$2.00	\$4,700.00				
B3	Furnish and Install Stop Bar Pavement Marking	8	EA			\$60.00	\$480.00				
B4	Furnish and Install Cross Walk Pavement Marking	7	EA			\$475.00	\$3,325.00				
B5	Furnish and Install School Pavement Marking	6	EA			\$135.00	\$810.00				
SUB TOTAL - BID SCHEDULE "B"						\$929,315.00					
Comments											
BID SCHEDULE "C" - ROTO-MILL AND ASPHALT OVERLAY											
C1	Remove, Adjust and Reinstall Concrete Collars Around Water Valves and Survey Monuments	17	EA	\$760.00	\$12,920.00	\$855.00	\$14,535.00				
C2	Remove, Adjust and Reinstall Concrete Collars Around Manhole	15	EA	\$1,125.00	\$16,875.00	\$1,170.00	\$17,550.00				
C3	Roto-Mill Edge of Existing Roadways (taper 2" below lip of	5,900	LF	\$2.58	\$15,222.00	\$2.50	\$14,750.00				
C4	Furnish and Install Level Course	200	TON	\$143.00	\$28,600.00	\$188.00	\$37,600.00				
C5	Furnish and Install 2 1/2" PG 64-28 Asphalt	145,000	SF	\$1.97	\$285,650.00	\$2.36	\$342,200.00				
SUB TOTAL - BID SCHEDULE "C"				\$359,267.00		\$426,635.00					
Comments											

EXHIBIT B

Agreement for Schedule C

DOCUMENT 00 52 00

AGREEMENT

PART 1 GENERAL

1.1 CONTRACTOR

- A. Name: Morgan Asphalt
- B. Address: 7620 West UT-201
Magna, Utah 84044
- C. Telephone number: (801) 595-0010

1.2 OWNER

- A. The name of the OWNER is Tooele City Corporation

1.3 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as

2025 Roadway Maintenance Project
(Bid Schedule C - Roto-Mill and Asphalt Overlay)

1.4 ENGINEER

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

PART 2 TIME AND MONEY CONSIDERATIONS

2.1 CONTRACT PRICE

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

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

1. Base Bid.

2. _____

3. _____

4. _____

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

D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is: Three Hundred Eight Thousand Two Hundred Fifty Dollars (\$308,250.00).

2.2 CONTRACT TIME

A. All work shall be completed **prior to August 31, 2025**.

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

2.3 PUNCH LIST TIME

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

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

2.4 LIQUIDATED DAMAGES

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

1. **Late Contract Time Completion:**

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

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

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

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

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

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

PART 3 EXECUTION

3.1 EFFECTIVE DATE

A. OWNER and CONTRACTOR execute this Agreement and declare it in effect as of the _____ day of _____, 2025.

3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

- A. CONTRACTOR's signature: _____
- B. Please print name here: _____
- C. Title: _____
- D. CONTRACTOR's Utah license number: _____

Acknowledgment

State of _____)
County of _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2025.

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

Notary's signature

Residing at

My commission expires:

Notary's seal

3.3 OWNER'S SUBSCRIPTION AND ACKNOWLEDGMENT

A. OWNER's signature: _____

B. Please print name here: _____

C. Title: _____

ATTEST:

Michelle Y. Pitt
Tooele City Recorder

S E A L

APPROVED AS TO FORM

Roger Evans Baker
Tooele City Attorney

END OF DOCUMENT

TOOELE CITY CORPORATION

RESOLUTION 2025-19

A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING THE TOOELE CITY PURCHASING AGENT TO DISPOSE OF SURPLUS PERSONAL PROPERTY

WHEREAS, Section VI of the Tooele City Purchasing Policy, Guidelines, and Procedure (“Policy”)¹ provides that “When goods are deemed surplus, outdated, or no longer needed by a department, and are valued at \$100 or more, the Purchasing Agent will recommend the transfer or disposal of the goods. If the Purchasing Agent is recommending disposal, he/she will present a list of all goods valued at \$100 or more to the City Council for approval of disposal”; and,

WHEREAS, Policy Section X1(17) defines “goods” to mean “supplies, materials, equipment, wares, merchandise, and similar items”; and,

WHEREAS, the City is in possession of goods (“Goods”), specifically animal crates from the police department, which it deems to be surplus to the needs of Tooele City, the Goods being enumerated in the attached Exhibit A, and requests the assistance of the Purchasing Agent to dispose of those Goods by resolution presented to the City Council; and,

WHEREAS, the Goods are not evidence in a criminal prosecution, disposed of under UCA Chapter 24-3, and are not lost or mislaid property in the possession of the police department, disposed of under UCA Chapter 77-24a:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the City Council hereby declares the Goods to be surplus to the needs of Tooele City and hereby authorizes the Purchasing Agent and the City Administration to dispose of the goods through sale, donation, recycling, or other disposal.

This Resolution shall take effect upon passage.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2025.

¹ Adopted by Ordinance 2022-27 on August 3, 2022.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For)

(Against)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

Exhibit A

List of Surplus Goods

3 Animal Crates



TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE

03/12/25

DESCRIPTION OF EXPENDITURE:

VENDOR: lworg

V# 10902

PUBLIC WORKS AND CODE ENFORCEMENT YEARLY MAINTENANCE FEES

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
SUBSCRIPTIONS & MEMBERSHIPS	10 4450 211000	35,000.00	0.00	30,750.00	4,250.00
					0.00
TOTAL:				30,750.00	

REQUESTED Katie Grandpre
DEPARTMENT HEAD

REVIEWED Sharon Winner
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN



P.O. Box 3784
 Logan, UT 84323
 USA



INVOICE

Invoice Number: 211594

Phone: (435) 755-5126
 Fax: (435) 379-3243

Invoice Date: 03/03/2025
 Account Number: 2637

Bill To:

TOOELE CITY, UT
 ATTN: CRYSTAL HUNTSMAN
 PO Box 89
 TOOELE, UT 84074

Description:
Period: April 2025 - March 2026

Customer ID	Customer PO	Payment Terms	
TOOELE CITY, UT		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Courier		04/02/2025

Quantity	Item	Unit Price	Amount
1	Public Works Package (Basic) - Work Management, Sign Management, Pavement Management, Water Management, Sewer Management	\$19,500.00	\$19,500.00
1	Facilities Management Package -	\$0.00	\$0.00
1	Permit Management -	\$0.00	\$0.00
1	Fleet Management Package -	\$0.00	\$0.00
1	Cross Connection - Cross Connection Management	\$3,250.00	\$3,250.00
1	Code Enforcement -	\$8,000.00	\$8,000.00
	iWorQ Systems Internet Software Management and Support April 2025 - March 2026		

Check/Credit Memo No:	Total Invoice Amount	\$30,750.00
	Outstanding Balance	\$0.00
	Total Payments Applied	\$0.00
	Credit Applied	\$0.00
	TOTAL	\$30,750.00

Payment for invoice may be paid online via credit card at <http://payments.iworq.net>

Please contact Billing@iworq.com to update BILL TO information. Thank you.

VENDOR # 10902
 P.O. # _____
 DEPT. # 10-4450-211000
 DATE 3/31/25
 AMOUNT 30,750.00
 SIGNATURE [Signature]

Tiffany Day

From: Jamie Grandpre
Sent: Tuesday, March 4, 2025 3:49 PM
To: Tiffany Day
Subject: FW: iWORQ Maintenance Fees

From: Shannon Wimmer <shannonw@tooelecitey.gov>
Sent: Monday, March 3, 2025 4:40 PM
To: Andrew Aagard <AndrewA@tooelecitey.gov>; Jamie Grandpre <jamieg@tooelecitey.gov>
Subject: iWORQ Maintenance Fees

Since Andrew has just gotten code enforcement I just wanted to send out a reminder that we budgeted the yearly maintenance fees for both code enforcement and public works in the 10-4450-211000 account. I believe the maintenance fees for community development were budgeted to 10-4620-211000. I don't know if they are going to bill the public works and code enforcement maintenance fees on the same bill but I assume they are. If this is the case it is probably easier to continue budgeting the fees as we have in the past, all of it to 10-4450-211000. However, if they are sending a separate invoice we could move the fees for FY26 to Community Development if needed since Andrew is running that now. I assume the bills will be coming soon as it looks like we paid in March and April 2024 for the software. Just wanted to send a quick heads up before we get those invoices.

Thanks,

Shannon Wimmer
Finance Director
Tooele City Corporation
(435) 843-2156



**TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE**

03/11/25

DESCRIPTION OF EXPENDITURE:

VENDOR: Iworq

V# 10902

COMMUNITY DEVELOPMENT ONLINE PROCESSING AND YEARLY MAINTENANCE FEES

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
SUBSCRIPTIONS & MEMBERSHIPS	10 4620 211000	39,750.00	2,269.00	30,000.00	7,481.00
					0.00
TOTAL:				30,000.00	

REQUESTED Andrew Ragard
DEPARTMENT HEAD

REVIEWED Shannon Wimmer
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN



P.O. Box 3784
 Logan, UT 84323
 USA



INVOICE

Invoice Number: 211596

Phone: (435) 755-5126
 Fax: (435) 379-3243

Invoice Date: 03/03/2025
 Account Number: 2637

Bill To:

TOOELE CITY, UT
 ATTN: CRYSTAL HUNTSMAN
 PO Box 89
 TOOELE, UT 84074

Description:
Period: April 2025 - March 2026

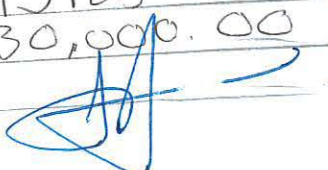
Customer ID	Customer PO	Payment Terms	
TOOELE CITY, UT		Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Courier		04/02/2025

Quantity	Item	Unit Price	Amount
1	Community Development (Enterprise Package) - Permit Management, Portal Home, Online credit/debit card processing	\$12,000.00	\$12,000.00
1	Permit Management - Planning and Zoning	\$5,000.00	\$5,000.00
1	Business License Management (Basic) - Community Development	\$10,000.00	\$10,000.00
1	Custom Letters - Community Development	\$1,500.00	\$1,500.00
1	Schedule Reports - Additional Scheduled Reports - Community Development	\$1,500.00	\$1,500.00
	iWorQ Systems Internet Software Management and Support April 2025 - March 2026		

Check/Credit Memo No:	Total Invoice Amount	\$30,000.00
	Outstanding Balance	\$0.00
	Total Payments Applied	\$0.00
	Credit Applied	\$0.00
	TOTAL	\$30,000.00

Payment for invoice may be paid online via credit card at <http://payments.iworq.net>

Please contact Billing@iworq.com to update BILL TO information. Thank you.

VENDOR # 10902
 P.O. # _____
 DEPT. # 10-4620-211000
 DATE 3/3/25
 AMOUNT 30,000.00
 SIGNATURE 

TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE

03/10/25

DESCRIPTION OF EXPENDITURE:


VENDOR: REHRIG PACIFIC COMPANY

V# 07249

702 GREEN GARBAGE CANS 95 GALLON

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
SPECIAL DEPARTMENT SUPPLIES	53 5300 481000	180,000.00	122,616.00	40,458.00	16,926.00
					0.00
TOTAL:				40,458.00	

REQUESTED 
DEPARTMENT HEAD

REVIEWED 
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN



Locations:

1000 Raco Court, Lawrenceville, GA 30046
 625 West Mockingbird Lane, Dallas, TX 75247
 1738 W. 20th St, Erie, PA 16502
 7452 Presidents Dr, Orlando, FL 32809

8875 Commerce Dr, DeSoto, KS 66018
 7800 100th St, Pleasant Prairie, WI 53158
 4010 East 26th St, Los Angeles, CA 90058

Proposa

Proposal #: 210376 030425

March 6, 2025


Bill-to: 210376	Ship-to: 216774
CITY OF TOOELE 90 N MAIN ST TOOELE UT 84074	CITY OF TOOELE 1015 SOUTH COLEMAN ST TOOELE UT 84074
Billing Contact:	Shipping Contact:
Name: JENIPHER GARCIA Phone: 435-843-2157 Email: jenipherg@tooelecity.gov	SAME

U# 07249

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDE PRICE
Rollout Cart Type: 95 Gallon EG Cart # 319100 Body Color Requested: Forest Green Lid Color Requested: Forest Green Wheels / Casters: 10" Snap on with Intergrated Spacer Artwork: 	702	\$54.00	\$ 37,908.00

Is Product Taxable?	No	Subtotal =	\$37,908.0
Is Freight taxable?	No	Est. Tax on Product =	
Tax Rate:	7.00%	Est. Freight Rate =	\$2,550.0
Terms:	Net 30 Days	Est. Tax on Freight =	
		Total =	\$40,458.0

ADDITIONAL INFORMATION:	
Contract Options:	None
Ship From:	DeSoto, KS facility
Leadtime:	4 weeks or sooner
Warranty:	10 year unprorated warranty
Quote Valid:	30 Days
Taxes:	All applicable taxes shall be paid by the Buyer unless a proper exemption is provided and validated.

PRESENTED BY:	ACCEPTED BY:
 <i>Alyson Butler</i> 3/6/2025 Alyson Butler Date Environmental Account Specialist Direct: 470-834-5411 Email: customerservice@rehrig.com	Sign and Print Name Date Title: _____

To initiate order, please call or send signed proposal via fax or email to Presented By representative.

Quote only - do not pay

Tooele City Council Business Meeting Minutes

Date: March 5, 2025

Time: 7:00 pm

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

City Council Members Present

Justin Brady
Melodi Gochis
Ed Hansen
Maresa Manzione
David McCall

City Employees Present

Mayor Debbie Winn
Adrian Day, Police Department Chief
Michelle Pitt, City Recorder
Roger Baker, City Attorney
Andrew Aagard, Community Development Director
Kent Page, City Planner
Shannon Wimmer, Finance Director
Paul Hansen, City Engineer
Darwin Cook, Parks and Recreation Director
Jamie Grandpre, Public Works Director
Planning Commissioner Chris Sloan

Minutes prepared by Alicia Fairbourne

1. Pledge of Allegiance

Chairman Brady called the meeting to order at 7:00 pm and led the Pledge of Allegiance.

2. Roll Call

Dave McCall, Present
Ed Hansen, Present
Melodi Gochis, Present
Maresa Manzione, Present
Justin Brady, Present

3. Mayor's Youth Recognition Awards

Presented by Mayor Debbie Winn

Mayor Winn presented the Mayor's Youth Recognition Awards and welcomed attendees. She was assisted by Police Chief Adrian Day in distributing backpacks donated by local businesses. The first award was given to Benjamin Riemann, a sixth-grade student at Copper Canyon Elementary, nominated by his teacher, Ms. Rita Tipton. Benjamin was recognized for his dedication to his school,

serving on the Student Council, participating in flag duty and hall patrol, and assisting with school events. He was commended for his kindness, respect, and leadership, setting an example for his peers.

Mayor Winn presented the second award to Jude Bravo, a student at Copper Canyon Elementary, nominated by her fifth-grade teacher, Ms. Lisa Yarbrough. Jude was recognized for her active participation in class, exemplary behavior, and kindness toward her peers, including welcoming new students.

Mayor Winn invited the award recipients, their families, and the City Council to take a group photo, which would be shared on social media and in the local newspaper. She expressed appreciation for the students' exemplary conduct, noting that their behavior served as a model for all, including adults. There was a brief pause in the meeting for a photo.

4. Public Comment Period

At 7:09 pm, Chairman Brady opened the public comment period and read an emailed comment from *Jeff Green*, a coach for Tooele County United (TC United) Soccer. Mr. Green expressed concern that his teams no longer had permission to use England Acres Park for training and games due to the fields being allocated for flag football. He noted that this decision would require parents and players to travel to Grantsville multiple times per week, raising safety concerns about frequent travel on the highway. Mr. Green requested discussion on alternative solutions, including the possibility of sharing field space, and asked for information on future plans to improve sports field availability in the city.

Chairman Brady then invited members of the public attending in person to speak, instructing them to state their name, limit comments to three minutes, and sign in with the City Recorder.

Kim Ornela, President of TC United Soccer, addressed the City Council to express appreciation for the city's support of youth soccer, particularly the investment in England Acres Park and the completion of a new field. She noted that TC United has served the community for nearly 40 years, providing opportunities for over 1,200 youth players annually. She highlighted the economic benefits of hosting more than 200 competitive games in Tooele, with teams traveling from cities as far as Logan and Salem.

Ms. Ornela explained that the recent reallocation of England Acres Park for flag football had left TC United scrambling to find a suitable field for competitive games. She emphasized that Elton Park did not meet the standards for high-level competition and that consistency in field space was crucial for maintaining a strong club. She noted that some families had already begun seeking alternatives outside of Tooele.

She requested a collaborative solution that would allow soccer teams to share England Acres Park with the flag football league for competitive games. She also stressed the importance of long-term planning for shared field space and reiterated TC United's commitment to maintaining fields and partnering with the city to find long-term solutions for shared field space. She expressed appreciation for the city's ongoing support and looked forward to working together to strengthen youth soccer in the community.

Amber Einerson, a TC United parent, addressed the Council, emphasizing the club's reliance on public fields due to limited funding. She noted that poor field conditions impact player safety and the city's reputation. With Elton Park under repair and Grantsville's field unavailable, soccer teams lack suitable space. She suggested flag football use alternative locations, such as baseball outfields or school fields, to preserve England Acres Park for soccer. She then introduced her son, *Arlis (AJ) Einerson Jr.*, who was joined by his teammates for support.

Arlis (AJ) Einerson Jr., a local soccer player, addressed the City Council to express his concerns about losing access to a field for one of his teams. He stated that he spends 14 hours a week on the soccer fields and emphasized the importance of having a quality playing surface. He described other

available fields as bumpy and worn down, making it difficult for the ball to roll properly and increasing risk of injury. He noted that competitive teams might not want to play in Tooele if the field conditions were poor. He pointed out that the field at England Acres was originally built for soccer, not flag football, and asked the Council to restore soccer's access to the field. He concluded by expressing pride in representing Tooele and urged the city to support the soccer community.

There being no further comments from the public, Chairman Brady closed the floor at 7:22 pm.

Parks and Recreation Director Darwin Cook addressed the City Council and audience to provide context on the decision to reallocate England Acres Park for flag football. He acknowledged the concerns raised by TC United but emphasized that field shifting was a common practice in public sports and necessary to maintain field conditions. He explained that Rancho Park had been severely overused, requiring significant repairs, including leveling, seeding, and turf maintenance, which led to the decision to shift field usage.

Mr. Cook stated that Tooele City prioritizes recreational leagues over competitive and accelerated play when scheduling field space, as recreational leagues have always been a partnership with the city. He noted that requests for field space come from various sports, including street hockey and accelerated softball, but the city's policy has been to schedule recreational leagues first.

Mr. Cook clarified that TC United still had access to five other fields and that the city needed to ensure that flag football, a recreational league, had a place to play. He also corrected the claim that England Acres Park was originally designed as a soccer field, stating that the city no longer designs grass fields for specific sports to allow for flexibility in use. While he acknowledged the field's unique size, he pointed out that neighboring communities also offered field space. He concluded by expressing appreciation for the ongoing collaboration between the city and local sports programs.

Chairman Brady addressed an audience member who attempted to speak after the public comment period had closed. He reiterated that the public comment period had ended and that all attendees had been given an opportunity to speak. He assured the audience that he, the council members, and the mayor would remain after the meeting to listen to any additional concerns.

5. Public Hearing and Motion on Ordinance 2025-04 An Ordinance of the Tooele City Council Amending the Tooele City Zoning Map for Property Located Near 1405 Conifer Street

Presented by Andrew Aagard, Community Development Director

Mr. Aagard explained that the property, located adjacent to Droubay Road, was currently zoned RR-5 (Rural Residential), which required five-acre lots. The applicant sought to rezone the property to R1-10 (Single-Family Residential) to allow for 10,000-square-foot lots, in compliance with the city's General Plan designation of Medium Density Residential.

Mr. Aagard stated that the applicant intended to build a single home on a three-acre section of the property but noted that rezoning to R1-10 would entitle the land to be subdivided into smaller lots in the future. He noted that the Planning Commission had held a public hearing on February 26 and recommended approval of the rezoning request.

Councilman Hansen confirmed that neighboring landowners did not wish to develop their properties at this time and that the applicant was only purchasing three acres. Councilwoman Manzione acknowledged that the zoning change would allow for future subdivision if desired. Mr. Aagard confirmed that the request was compliant with the city's land use map.

There being no further questions from the Council, Chairman Brady opened the floor for public comment at 7:31 pm. There were no comments. The floor was closed.

Motion: Councilwoman Manzione moved to approve Ordinance 2025-04 amending the Tooele City Zoning Map for property located near 1405 Conifer Street. Councilwoman Gochis seconded

the motion. The vote was as follows: Chairman Brady, "Aye", Councilman Hansen, "Aye", Councilwoman Gochis, "Aye", Councilwoman Manzione, "Aye", Councilman McCall, "Aye". There were none opposed. The motion passed.

6. Resolution 2025-11 A Resolution of the Tooele City Council Approving an Agreement with Tooele County for Dispatch Services for Fiscal Year 2025-2026

Presented by Adrian Day, Police Chief

Police Chief Adrian Day presented Resolution 2025-11, requesting the Council's approval of an agreement with Tooele County for dispatch services for the 2025-2026 fiscal year. He explained that the total estimated budget for dispatch services was approximately \$2 million, with half funded by state 911 tax funds and the remainder covered by user fees.

Chief Day clarified that the city's share of the cost was determined by a base fee based on population and a usage fee. He noted that the case number total was not fully reflective of all police incidents, as some cases, such as VIN checks, were recorded differently. The total dispatch fee for Tooele City was \$284,052. He offered to answer any questions before Council proceeded with a motion.

Motion: Councilman Hansen moved to approve Resolution 2025-11, a resolution of the Tooele City Council approving an agreement with Tooele County for dispatch services for Fiscal Year 2025-2026. Councilman McCall seconded the motion. The vote was as follows: Chairman Brady, "Aye", Councilman Hansen, "Aye", Councilwoman Gochis, "Aye", Councilwoman Manzione, "Aye", Councilman McCall, "Aye". There were none opposed. The motion passed.

7. Resolution 2025-12 A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule for Oquirrh Hills Golf Course Fees

Presented by Darwin Cook, Parks & Recreation Director

Prior to addressing the agenda item, Mr. Cook announced that Tooele City had received its official Tree City USA designation.

Mr. Cook then presented Resolution 2025-12, which proposed amendments to the Tooele City Fee Schedule for Oquirrh Hills Golf Course. He explained that all city fees required Council approval, and the proposed adjustments were based on a comparison with similar golf courses in neighboring areas. He noted that prior fee increases had occurred before and shortly after COVID-19, but rising maintenance and equipment costs necessitated further adjustments to remain financially sustainable.

Chairman Brady observed that most fee increases ranged between \$20 and \$100, with the highest increase applying to season passes for two people, which Mr. Cook clarified equated to \$50 per person. Mr. Cook noted that season passes remained very popular among golfers who used them frequently.

Councilwoman Manzione expressed appreciation for the fee comparisons, which helped ensure Tooele's rates aligned with other similar golf courses.

After confirming that the increases were reasonable, Chairman Brady invited further questions or comments from the Council before proceeding with a motion.

Motion: Councilwoman Gochis moved to approve Resolution 2025-12, a resolution of the Tooele City Council amending the Tooele City Fee Schedule for the Oquirrh Hills Golf Course. Councilman Hansen seconded the motion. The vote was as follows: Chairman Brady, "Aye", Councilman Hansen, "Aye", Councilwoman Gochis, "Aye", Councilwoman Manzione, "Aye", Councilman McCall, "Aye". There were none opposed. The motion passed.

8. **Resolution 2025-14 A Resolution of the Tooele City Council Approving an Agreement with Hawks Janitorial Contracting for Janitorial Services for Tooele City Buildings**

Presented by Darwin Cook, Parks & Recreation Director

Mr. Cook explained that the city's previous contract with Hawks Janitorial Contracting had expired, requiring a formal bid process due to the contract's dollar amount. With guidance from the City Recorder's Office and Legal Department, the city conducted a four-month long bidding process to ensure competitive and comparable proposals.

Eight contractors requested bid documents, and five submitted acceptable bids. The bids ranged from \$129,000 to \$268,125, with Hawks Janitorial submitting the lowest responsive bid at \$129,000. Mr. Cook noted that the city had an existing relationship with Hawks and found their services satisfactory.

As part of the new contract, three additional locations were added, which would be reflected in the upcoming budget presentation. Chairman Brady inquired how often the locations were being cleaned, using City Hall as an example. In response to Chairman Brady's inquiry, Mr. Cook stated that City Hall was cleaned four times per week, excluding Wednesday meeting nights and weekends. He clarified that each city facility had different cleaning schedules based on input from facility managers.

Motion: Councilwoman Gochis moved to approve Resolution 2025-14, a resolution of the Tooele City Council approving an agreement with Hawks Janitorial Contracting for janitorial services for Tooele City buildings. Councilwoman Manzione seconded the motion. The vote was as follows: Chairman Brady, "Aye", Councilman Hansen, "Aye", Councilwoman Gochis, "Aye", Councilwoman Manzione, "Aye", Councilman McCall, "Aye". There were none opposed. The motion passed.

9. **Resolution 2025-13 A Resolution of the Tooele City Council Approving an Agreement with J-U-B Engineers, Inc., for a Comprehensive Water Rights Study**

Presented by Jamie Grandpre, Public Works Director

Mr. Grandpre explained that the study was necessary due to increasing state regulations on water rights and the city's 40-year water plan. The study would provide a detailed analysis of water rights, including their legal status, connection to city water sources, acquisition, and usage.

Mr. Grandpre noted that the study's cost was \$97,000, which initially seemed high, but he determined that all proposed tasks were necessary to address ongoing questions regarding the city's water rights. He emphasized that this was the first time he was aware of that Tooele City had sought an external engineering firm for such a study, as past evaluations had been conducted in-house.

Motion: Councilman McCall moved to approve Resolution 2025-13, a resolution of the Tooele City Council approving an agreement with J-U-B Engineers, Inc. for a comprehensive water rights study. Councilman Hansen seconded the motion. The vote was as follows: Chairman Brady, "Aye", Councilman Hansen, "Aye", Councilwoman Gochis, "Aye", Councilwoman Manzione, "Aye", Councilman McCall, "Aye". There were none opposed. The motion passed.

10. **Invoices & Purchase Orders**

Presented by Michelle Pitt, City Recorder

Ms. Pitt presented the invoices and purchase orders, stating that there was only one item for approval. The invoice was for the UDOT Safe Sidewalk Grant, which funded new sidewalk, curb, gutter, and storm drain improvements near 1000 North. The payment of \$208,720 was to be made to Tooele 1000 LLC.

In response to a question, Ms. Pitt confirmed that the project completed the sidewalk on 1000 North, with some work extending around the corner.

Motion: Councilwoman Manzione moved to pay the invoice as stated. Councilman Hansen seconded the motion. The vote was as follows: Chairman Brady, "Aye", Councilman Hansen, "Aye", Councilwoman Gochis, "Aye", Councilwoman Manzione, "Aye", Councilman McCall, "Aye". There were none opposed. The motion passed.

11. Minutes

~February 19, 2025 Work Meeting

~February 19, 2025 Business Meeting

There were no corrections to the minutes.

Motion: Councilwoman Gochis moved to approve the February 19, 2025 City Council Work Meeting and February 19, 2025 City Council Business Meeting minutes as presented.

Councilman McCall seconded the motion. The vote was as follows: Chairman Brady, "Aye", Councilman Hansen, "Aye", Councilwoman Gochis, "Aye", Councilwoman Manzione, "Aye", Councilman McCall, "Aye". There were none opposed. The motion passed.

12. Adjourn

There being no further business, Chairman Brady adjourned the meeting at 7:46 pm.

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

Approved this ____ day of March, 2025

Justin Brady, City Council Chair