

**TOOELE CITY CORPORATION**

**RESOLUTION 2026-37**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH YESCO, LLC, FOR THE MANUFACTURE AND INSTALLATION OF AN ILLUMINATED "WELCOME TO TOOELE CITY" MONUMENT SIGN WITH PUSH THROUGH PLEX AND FLOWER BED AT THE NORTH END OF TOOELE CITY LIMITS.**

WHEREAS, the City Council recognizes the importance of establishing a positive, welcoming, and distinct visual identity for residents, visitors, and others entering Tooele City; and,

WHEREAS, the installation of a high-quality, aesthetically appropriate "Welcome to Tooele City" gateway sign at the north end of Tooele City limits would serve as a critical component of the City's broader economic development, community beautification, and civic pride incentives; and,

WHEREAS, YESCO, LLC, is a State of Utah-approved contractor for outdoor media manufacture and installation pricing and, consistent with Tooele City procurement policy, the City has selected YESCO, LLC, to manufacture and install an illuminated "Welcome to Tooele City" sign with push through plex and flower bed, for the cost of \$56,790 (see the agreement attached as Exhibit A):

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL the City Council hereby approves an agreement (attached as Exhibit A) with YESCO, LLC, in the amount of \$56,790, for the manufacture and installation an illuminated "Welcome to Tooele City" sign with push through plex and flower bed.

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 17<sup>th</sup> day of June, 2026.

TOOELE CITY COUNCIL

(For)

(Against)

  
\_\_\_\_\_  
Melodi Stches

\_\_\_\_\_  
\_\_\_\_\_

Justin Brady

\_\_\_\_\_

Alan & Ann

\_\_\_\_\_

DK McCall

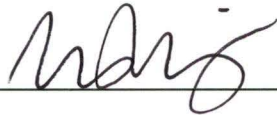
\_\_\_\_\_

ABSTAINING: \_\_\_\_\_

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

  
\_\_\_\_\_

\_\_\_\_\_

ATTEST:

  
\_\_\_\_\_  
Shilo Baker, City Recorder

SEAL



Approved as to Form:

Andrew Stagg, Asst. City Attorney for

  
\_\_\_\_\_  
Matthew C. Johnson, Tooele City Attorney

Exhibit A

Agreement:  
YESCO, LLC



## Agreement

### For Work At

Tooele City Corp  
Shilo Baker  
90 N Main St  
Tooele UT 84074-2139  
United States

### Billing Address

Tooele City Corp  
90 N Main St  
Tooele UT 84074-2139  
United States

### Account Executive

010533 Erik B Cheney  
[echeney@yesco.com](mailto:echeney@yesco.com)  
1 801-464-6451  
YESCO - Salt Lake  
1605 Gramercy Road  
Salt Lake City UT 84104  
United States

Date	Project Number	Project Description	Terms	Pricing Valid Until	Deposit
05/15/2026	PRY-66258	Welcome to Tooele City	Net 30	06/14/2026	\$30,703.51

Item	Amount
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### Scope

YESCO to provide labor and materials to perform the following scope of work:

Manufacture & Install ONE [1] double faced internally illuminated monument sign with push through plex and flower bed.

Retail \$61,836.50  
10% State Contract discount (\$5,621.50)

State Contract # MA4696

All colors, sizes, and specifications as depicted on YESCO design #

### Fabricate Custom Signage

Taxable Amount

\$54,639.34

### Install Custom Signage

Non-Taxable Amount

\$1,575.66

### Permit Acquisition

Permit Engineering

\$575.00

### Payment Terms

50% of the Total Price due upon acceptance of this Agreement; the balance is due 30 days after completion of installation. YESCO reserves the right to progress bill for substantial completion due to unforeseen delays in completing the project 100%.

### Exclusions

- All pricing is based on supplier pricing as of the date of this proposal. All pricing is subject to change due to increases in supplier pricing, changes to tax and tariff rates, and other causes beyond YESCO's reasonable control.
- Price is based on performing work during normal business hours.
- Customer to provide primary power and control system to sign location. Primary electrical supply and any applicable lighting controls, photocells or time clock are not included and will be an additional cost. If the required power is not provided to the site before the time of installation, an additional charge for hook up will be assessed.
- Pricing to provide primary power from the electrical panel to this signage is not included in this proposal but can be provided upon request.
- Pricing to provide primary power from the electrical panel to this signage is not included in this proposal but is included on a separate proposal that will be emailed to you.
- Contingent upon field survey of existing conditions and equipment access.
- The city permit fee listed in this agreement is an estimate. The final amount will be determined by the municipality upon issuance of the permit invoice. Any amount exceeding the estimate will be the responsibility of the customer.

Subtotal	\$56,790.00
Tax Total (%)	\$4,617.02
<b>Total</b>	<b>\$61,407.02</b>

## Agreement Acceptance

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YESCO's Standard Terms and Conditions, available below and at [www.yesco.com/terms/standardtermsandconditions.pdf](http://www.yesco.com/terms/standardtermsandconditions.pdf), are an integral part of this agreement and are incorporated by reference. Tooele City Corp acknowledges that it has accessed and reviewed the Standard Terms and Conditions. Upon acceptance by an authorized agent of YESCO LLC, this agreement becomes effective as of the last date signed below. This document is a complete integration and final expression of the agreement between the parties, and may not be amended, supplemented, or otherwise modified except by written agreement executed by authorized representatives of each.

**Tooele City Corp**

**YESCO LLC**

Signature

Signature

Title

Title

Name

Name

Date Signed

Date Signed

## YESCO Standard Terms and Conditions

**1. Terms:** The terms and conditions described in this document are incorporated by reference into a proposal, agreement, order, or other transaction form ("Transaction Document") (together with these YESCO Standard Terms and Conditions, the "Agreement"), and pertain to the goods and/or services provided by YESCO (the "Work", "goods", "products," and/or "services", including, if applicable, "Service Work" as defined below) as requested by you, the Customer, as defined in the Transaction Document. "YESCO" is the entity providing the Work, as identified in the applicable Transaction Document, or in the absence thereof, YESCO LLC, a Utah limited liability company, doing business in California as YESCO Signs LLC.

**2. Disputes; Jury Waiver; Salt Lake County, Utah Venue, and Damages Limitations:** This Agreement is governed and construed by Utah law, excluding its conflict of laws provisions. THE PARTIES AGREE TO SUBMIT ANY CLAIM IN ANY WAY RELATED TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, NONCONTRACTUAL CLAIMS, ONLY IN THE STATE OR FEDERAL COURTS SITUATED IN SALT LAKE COUNTY, UTAH. THE PARTIES IRREVOCABLY WAIVE ALL RIGHTS TO A TRIAL BY JURY AND ANY CLAIM OF FORUM NON-CONVENIENS. Both you and YESCO waive any claim against each other indirect, special, incidental, consequential, punitive, or exemplary damages, including, without limitation, lost profits, damages for delay, business interruption, loss of use, diminution in value, or late penalties. You and YESCO further agree that the economic loss doctrine applies to this Agreement, which bars recovery of any tort-based claims for purely economic losses without accompanying personal injury or property damage beyond damage to the Work itself.

**3. Pricing Exclusions:** Unless otherwise included in the Transaction Document, YESCO's pricing does not include sales and use taxes, tariffs, customs fees, duties, or other charges levied by customs or taxing authorities, including any material cost increases due to the escalation of any of these costs ("Assessments"). Assessments may be noted in the Transaction Document; however, they are only estimates. You agree to pay the actual cost for these Assessments as invoiced by YESCO, including any escalation of the same.

**4. Payment:** In the absence of specified payment terms in the Transaction Document, you agree to pay 50% of the purchase price upon signing this Agreement and to pay the remaining balance upon completion of the Work. You agree to pay monthly payments, if any, on the first business day of each month in advance. If you choose to make payment(s) by credit card, you agree to pay a 2% surcharge on the total amount of such payment(s). In the event that YESCO is ready to install the products but you are not, you agree to pay YESCO the remaining Agreement balance, less 5% retention, at such time that YESCO is prepared to commence installation; you agree to pay the 5% retention at the earlier of the completion of installation or 90 days from the date YESCO is ready to commence installation.

**5. Inspection and Acceptance:** You must carefully inspect the Work within thirty calendar days after delivery. If the Work has any defect in manufacture, installation, or operation, you must give YESCO written notice of the nonconformance or defect claimed within thirty calendar days. ABSENCE OF SUCH WRITTEN NOTICE SHALL BE CONCLUSIVE EVIDENCE THAT THE WORK IS ACCEPTABLE TO YOU AS DELIVERED.

**6. Installation:** If the Work involves installation of goods, additional work beyond that contemplated in the Agreement will be required if YESCO encounters subsurface or concealed conditions such as subsurface water, caliche, rock, or utilities. You agree to compensate YESCO for such additional work on a time and materials basis at YESCO's standard rates. YESCO shall not be responsible for damage to underground utilities or other underground obstructions unless notified of them in writing prior to commencement of the Work. Absent such written notification, you agree

to pay for any resulting damage. YESCO is not an Exterior Insulation and Finish System ("EIFS") contractor, and if YESCO's responsibilities hereunder involve penetrations of EIFS, YESCO will seal such penetrations with products and procedures that are common in the sign industry—but which may not meet EIFS warranty requirements—and you agree to hold YESCO harmless from any claim for damages resulting from the penetrations.

**7. Limited Warranty:** *A. Manufactured Products.* YESCO warrants that products manufactured and installation services provided by YESCO will be free from material defects in workmanship and materials for a period of one year from the date of delivery. On-site labor is warranted only when YESCO performs the installation. Upon expiration of the one-year warranty, labor and materials are warranted solely in accordance with applicable manufacturers' separate warranties, if any. *B. Electronic Displays and Programmable Lighting.* Electronic displays and programmable lighting products, related controllers, and similar components are warranted solely in accordance with the manufacturer's warranty, if any. You agree to look solely to the manufacturer of such products for any warranty and related claims. *C. Service Work and Lighting Retrofits.* YESCO warrants that service, repair and/or lighting retrofit services (e.g., the upgrade of existing light fixtures) will be free from material defects in workmanship for a period of 90 days from the completion of the repair, maintenance, and or retrofit. YESCO's warranty includes on-site labor only; any goods are warranted solely in accordance with the manufacturer's warranty, if any. YESCO's warranties exclude damage caused by ordinary wear and tear, accident, abuse, misuse, misapplication of electricity, extreme winds or rain, hail, wildlife or rodent damage, or other casualty, unless the same is caused solely by YESCO. YESCO SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY TYPE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR, FITNESS FOR PURPOSE. YESCO will either repair or replace, at YESCO's election, any part of the goods or services that prove to be materially defective during the warranty period, in accordance with the terms of the above warranties.

**8. Service, Repair, and Maintenance Services:** If the Work includes the service, repair, or maintenance of goods ("Service Work") for a monthly or up-front fee (including, without limitation, extended warranties), the provisions of this paragraph will apply. So long as your payment obligations are current, and you are not in default to YESCO or any YESCO affiliate under any agreement (e.g., a lease agreement), including this Agreement, YESCO agrees to perform the Service Work described in the Transaction Document. When the goods require Service Work, you agree to notify YESCO in writing, and YESCO agrees to expedite scheduling the Service Work on a priority basis. Unless specifically included in the description of the Service Work, the Service Work excludes, and you agree to hold YESCO harmless for any liability arising from: (i) the repair or replacement of structural defects of any kind; (ii) cleaning or painting, (iii) work and materials that would be necessary to comply with national or local code requirements, (iv) the repair of primary electrical supply components, including, but not limited to wiring, conduit, distribution boxes, fuses, and over-current protection devices, and (v) any increase in the frequency or scope of the Service Work resulting from a modification to the goods, change in the use of the goods, or lack of safe or available access to the goods without the use of specialty high-reach equipment or rappelling. You represent that goods that are not new are fully functional and properly grounded at the commencement of this Agreement; in the event the goods are not functional or properly grounded, you agree to pay for any necessary repairs on a time and material basis. If YESCO determines that replacement parts become unavailable or unusually expensive, the affected portion of the Service Work will be excluded and your monthly fee will be ratably reduced. YESCO's obligation to perform

the Service Work is limited to ordinary maintenance and repair, and is inapplicable to damage or destruction due to accident, abuse, misuse, vandalism, riot, terrorism, theft, fire, insufficient ventilation, misapplication of electricity or electrical surge, extreme winds or rain, hail, wildlife or rodent damage, or other casualty, regardless of fault.

**9. Risk of Loss, Damage or Destruction; Insurance:** Except to the extent of damage caused by YESCO, you bear all risk of loss or damage to any goods, including, without limitation, loss or damage caused by seizure, casualty, vandalism, terrorism, accident, theft, riot, strike, insurrection, war, fire, and acts of God.

**10. Security Interest:** You grant to YESCO a security interest in the goods, both as to personal property and as to fixtures.

**11. Default:** If you default in the payment of any amount when due, or fail to perform any other obligation in this Agreement after delivery of the Work or after YESCO is ready to perform the Work, whichever first occurs, or if at any time bankruptcy, receivership, or other insolvency proceedings are commenced by or against you, you will, without notice, become obligated to immediately pay to YESCO an amount equal to the sum of 1) all previously billed but unpaid amounts, and 2) all unbilled remaining amounts and other payments owed to YESCO pursuant to any other agreement between you and YESCO or any of YESCO's affiliates. In addition, YESCO has the right to stop the Work, including, without limitation, suspending warranty obligations until YESCO is paid in full and to repossess or disable the goods. YESCO's acceptance of a late payment(s) or forbearance of any other event of default shall not operate as a waiver of YESCO's rights as to any subsequent late payment(s) or any other event of default.

**12. LIMITATION OF LIABILITY FOR PATROL, INSPECTION, AND SURVEY SERVICES:** YESCO'S PATROL, INSPECTION, AND SURVEY SERVICES ARE NOT SAFETY INSPECTIONS. YOU AGREE THAT THE MAXIMUM LIABILITY OF YESCO FOR ANY NEGLIGENCE IN THE PERFORMANCE OF SUCH SERVICES IS LIMITED TO TWO TIMES THE SUM OF ALL FEES (IF ANY) RECEIVED BY YESCO IN THE PROCEEDING 12 MONTHS THAT ARE DIRECTLY ATTRIBUTABLE TO SUCH SERVICES. YOU AGREE TO WAIVE, RELEASE, INDEMNIFY, DEFEND, AND HOLD YESCO HARMLESS FROM ANY CLAIM, LOSS, OR DAMAGES (INCLUDING ATTORNEY'S FEES) IN EXCESS OF SUCH LIMIT.

**13. Possession, Transfers, and Assignment:** Until fully paid for, you must keep any goods in your sole possession and control. If you determine to sell or otherwise transfer ownership (or other rights) to your business assets, the Work, or the real property on which any goods are located, you agree to deliver to YESCO written notice of such intention at least 30 days prior to closing and to pay to YESCO all outstanding amounts prior to closing. All the terms and conditions hereof shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the respective parties, including, if applicable, successors to your interest in the Work, the real property upon which any goods are located, and any successor owners of interests in any of your business assets.

**14. Your Special Duties:** You warrant and agree to obtain and maintain all necessary access rights (including computer access, if necessary) for YESCO to safely perform the Work, and to exercise its rights under this Agreement, free and clear of any claim of trespass. You agree to indemnify YESCO against and hold YESCO harmless from damage or expense resulting from a breach of this provision. The Work excludes primary-side electrical and communication wiring, service, controllers (e.g., timers and photocells), circuit breakers, and fuses. At your own expense, you agree to furnish and maintain power lines, controllers, and data service as necessary for the performance of the Work and agree to install the same as designated by YESCO ready and in place for connection at the intended time of installation. For Work in Colorado, connection of the goods to electrical power is excluded from the Work unless specifically described in the Agreement as an inclusion. You agree to provide all necessary

<http://www.yesco.com/terms/standardtermsandconditions.pdf> 2-19-26-1

reinforcements to any previously existing building, pole, base, or any other object or surface on which the goods will be installed, or which will be utilized by YESCO in the installation or access thereof, if applicable. You agree to advise YESCO in writing of all hazards that may be dangerous to workers. You represent and warrant that you are solely responsible for the selection of any LED electronic displays and will hold YESCO harmless from any claim relating to deficiencies in the performance, quality, longevity, or functionality of the same. You agree to bear all permitting, entitlement, and other compliance costs and risks pertaining to federal, state, or local laws, regulations, and ordinances that relate to the installation, operation, and use of the goods and services, including, without limitation, land use, building, and lane closure permits required to perform the Work. You acknowledge that outdoor advertising laws generally prohibit advertisements that are not the principal business, products, services, or activities where the advertisement is located. You are solely responsible for the procurement of outdoor advertising permits (if desired) and compliance with outdoor advertising laws. You acknowledge and agree that your rights, whether arising under contract, permit from a land use authority, or otherwise, to install or operate the Work may be or become subject to revocation, limitation, suspension, condemnation, modification, restriction, or adverse interpretation by judicial, governmental agency, or other third party action and the same shall not operate as a condition to payment.

**15. Miscellaneous Provisions:**

- a. No statement made by YESCO's account executive(s) will be binding on YESCO unless incorporated in this Agreement in writing. Although the Agreement may be signed by YESCO's account executive(s), the Agreement will not be binding upon YESCO until an executive officer or another authorized agent of YESCO accepts this Agreement by signing the applicable Transaction Document.
- b. Time is of the essence. All past due amounts bear an annual interest rate of the lesser of 18% percent or the maximum rate allowed by law.
- c. Performance by YESCO shall be subject to delay due to strike, labor dispute, parts or materials unavailability, breakage, fire, unforeseen commercial delays, infectious disease, epidemic, pandemic, insurrection, war, acts of terror, acts of God, governmental regulation, or other causes beyond YESCO's reasonable control.
- d. YESCO shall not be responsible for wireless interference or the replacement or repair of LED display components, neon, or lighting because of color change, dimming, or reduction of brilliance.
- e. YESCO's listing of contractor's licenses available on the Internet at <http://www.yesco.com/licenses.html> is incorporated this reference.
- f. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the intent and economic effect of the original provision to the fullest extent permitted by law, and the remaining provisions shall continue in full force and effect.
- g. Except for original works created by you or your agents, all designs, animations, or other advertising content (collectively, "Content") provided by YESCO is the sole property of YESCO. You warrant that you have the full legal right to use any original works created by you and delivered to YESCO by you for your use. You are granted a non-exclusive, non-transferable license to use the YESCO-owned Content for so long as you operate your business.

This Agreement is a complete integration and final expression of the agreement between the parties, and may not be amended, supplemented, or otherwise modified except by written agreement executed by authorized representatives of each.



# Invoice

**Bill To**

Tooele City Corp  
90 N Main St  
Tooele UT 84074-2139  
United States

**Ship To**

Tooele City Corp  
Shilo Baker  
90 N Main St  
Tooele UT 84074-2139  
United States

**Remit To**

YESCO - Salt Lake  
1605 Gramercy Road  
Salt Lake City UT 84104  
United States

**Project Number / Invoice #**

PRY-66258

**Terms**

DUE UPON ACCEPTANCE

**Account Executive**

010533 Erik B Cheney

Item	Amount
<b>Down Payment Invoice for 50% (Prefunding)</b>	<b>\$30,703.51</b>
<b>Total</b>	<b>\$30,703.51</b>

## ACH Payment Authorization

By completing your ACH information below, you authorize YESCO to withdraw all payment(s) pursuant to the Agreement on the applicable due date (s) from Customer's depository account as described below. Written revocation of this authorization must be received by YESCO with at least 30 days prior notice.

Name on Bank Account

Name of Bank

Checking

Savings

Bank Account Number

Routing Number

Bank City and State

E-mail Address for Receipt

Phone

Authorized Signature

Date

# Tooele City Welcome Sign

Presented By



## Rocky Mountain Region

Salt Lake Office  
1605 South Gramercy Road  
Salt Lake City, UT 84104  
801-487-8481

## Package Version

OPY-70783  
Date: 04.21.2026

R4

### R2 REVISION NOTES

ART 1.0 1 REVISE CONCEPTUAL DESIGN TO ADD FOWER BED

### R3 REVISION NOTES

ART 1.0 1 ADD 3D RENDERING - DESIGN DID NOT CHANGE

### R4 REVISION NOTES

ART 1.0 1 REVISE BASE TO HAVE 10" WALL. ADD 2ND SIDE GRAPHICS.

### TYPOGRAPHY NOTE

All vertical typography dimensions specified in this package are based upon the measurement from the baseline to the cap-line of an uppercase letter 'I'. The height of descenders and ascenders, below and above the baseline and cap-line respectively, are not included in the measurements unless specifically noted.



### COLOR MATCHING NOTE

Colors specified in this package are to match vendor supplied physical samples. Colors chosen based upon how they appear on a computer monitor or printed media are not guaranteed to match.

### PRODUCTION NOTE

The PDF format of this package may contain graphics which have been down-sampled for proofing purposes and should not be used for production purposes. Source files for this package are available upon request for production purposes.

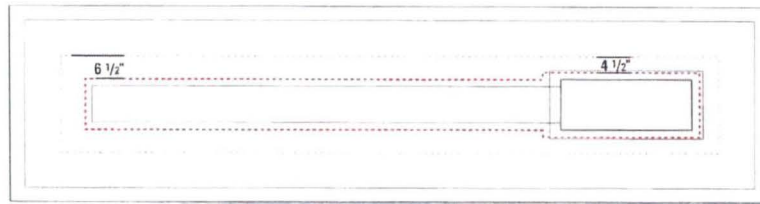
IF THIS COPY IS VISIBLE ON PHYSICAL PRINTS IT MAY INDICATED THAT ARTWORK HAS BEEN PRINTED "TO FIT" - MEASUREMENTS TAKEN USING A SCALE RULER MAY NOT BE ACCURATE.



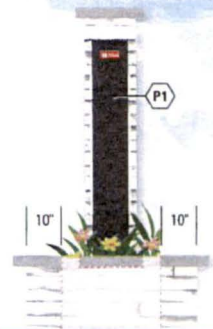
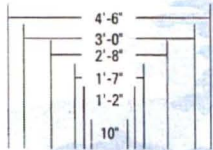
**5 3D RENDERING**  
SCALE: NTS



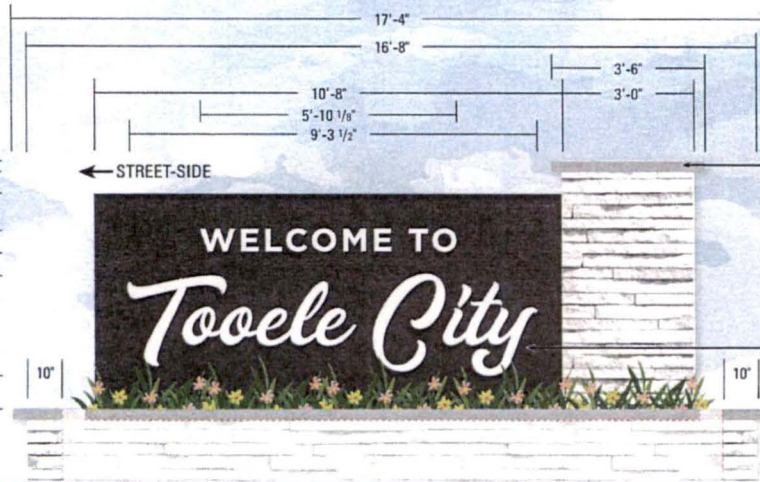
**4 SIMULATED NIGHT RENDERING - BACK**  
SCALE: NTS



**3 PLAN**  
SCALE: 3/8" = 1'-0"



**2 SIDE**  
SCALE: 3/8" = 1'-0"



**1 SIGN 1 - D/F MONUMENT SIGN - FRONT**  
SCALE: 3/8" = 1'-0"

**SCOPE OF WORK**  
MANUFACTURE & INSTALL ONE (1) D/F MONUMENT SIGN.

**ELECTRICAL**  
POWER AT DISPLAY LOCATION TO BE PROVIDED BY CLIENT.

**PERMITTING INFO**  
AREA: 053.3 FT<sup>2</sup> (Rounded to the nearest 0.1 FT<sup>2</sup>)  
METHOD: BOUNDING BOX

**COLOR KEY**  
P1 SW 7073 (Network Gray)  
Sherwin Williams Paint w/ Satin Finish  
P2 SW 7069 (Iron Ore)  
Sherwin Williams Paint w/ Satin Finish

Note: Colors specified in this package are in match vendor supplied physical samples. Colors chosen based upon how they appear on a computer monitor or printed media are not guaranteed to match. Please consult your YESCO account executive for physical sample swatches.



**DESIGN**  
1605 South Gramercy Rd.  
Salt Lake City, UT 84104  
801.487.8481

www.yesco.com  
© 2022 YESCO LLC. All right reserved  
This drawing was created to assist you in visualizing our proposal. The original ideas herein are the property of YESCO LLC. Permission to copy or revise this drawing can only be obtained through a written agreement with YESCO.  
The colors shown are only approximated on any computer monitor, inkjet or laser print. The final product may vary slightly in color from your computer monitor or print.

This sign is installed in accordance with the requirements of Article 606 of the National Electrical Code and / or other applicable local codes. This includes proper grounding and bonding of the sign.



**Revisions**

No.	Date / Description
Org.	2026.03.25
R1	2026.03.25
R2	2026.03.31 [LC]
R3	2026.04.15 [LC]
R4	2026.04.21 [LC]
R5	---
R6	---
R7	---
R8	---
R9	---
JO #	

**Approval**

A/E Sign / Date

Client Sign / Date

**Tooele City Corp**  
90 N Main St  
Tooele UT 84074-2139

Acct. Exec: Erik B Cheney  
Designer: Larry Cohen

**OPY-70783 R4**  
**ART 1.0**