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

6:00 PM – Dahl Conference Room  
COUNCIL BUSINESS

6:30 PM – Council Chambers  
INFORMATIONAL ITEMS

I. DEPARTMENT REPORTS
   • Admin Services Report
   • RDA Report

II. UNIFIED POLICE AND FIRE DEPARTMENT REPORTS

III. CITY MANAGER REPORT

7:00 PM  
REGULAR MEETING

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

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

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

VII. MAYOR REPORT
A. Mayor Robert M. Hale

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

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

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

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

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

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

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

X. DISCUSSION ITEMS
A. Discuss Administration Budget [Kane Loader, City Manager]

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

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

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

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

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

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

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

DATE POSTED: May 17, 2019

RORI L. ANDREASON, MMC
H.R. DIRECTOR/CITY RECORDER
The pre-meeting workshop began at 6:00 p.m.

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

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

INFORMATIONAL ITEMS
I. DEPARTMENT REPORTS

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

- Community Development
  Matt Dahl reported on the changes in the Community Development Department. Sunrise Engineering will be providing building services and UPD will be providing code enforcement services.
Council Member Dustin Gettel asked to make sure the balconies at Tuscany Village get repaired.

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

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

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

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

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

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

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

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

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

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

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

IV. GENERAL BUSINESS
   A. WELCOME AND PLEDGE OF ALLEGIANCE
   B. ROLL CALL - Council Members Paul Hunt, Dustin Gettel, Paul Glover, Bryant Brown, and Quinn Sperry were present at roll call
   C. PROCLAMATION DECLARING May 19-25 PUBLIC WORKS WEEK
      Mayor Hale read the proclamation declaring May 19-25, 2019 as National Public Works Week.
   D. PROCLAMATION DECLARING HEALTHY VISION MONTH
      Mayor Hale read the proclamation declaring National Healthy Vision Month.

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

VI. COUNCIL REPORTS
   A. Council Member Paul Glover – said Annette Miller and the CBC are teaching English classes and need more space. They are reaching out to the city to see if there is any space available. They need it on Tuesday and Thursday mornings. Chief Thomas said they have a community room at the Police Department they can use. Council Member Quinn Sperry said he would also look for some space.
   B. Council Member Quinn Sperry – had nothing to report.
   C. Council Member Bryant Brown – said at the last Council meeting they discussed petty theft with vehicles. He wanted to caution citizens about accusing neighbors, report things to the police when it happens. He also asked if Center Street was going to be repaved.
Glen Kennedy said yes, and covering the manholes is part of the process to get it ready to mill.

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

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

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

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

VIII. PUBLIC HEARINGS
A. CONSIDER ADOPTION OF THE MIDVALE CITY FISCAL YEAR 2020 TENTATIVE BUDGET BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2020
Bryce Haderlie said as we go through the process of adopting the FY 2020 budgets, there are several steps that you as the City Council are required to take to be compliant with state statute.

1. UCA 10-6-111(1) requires the Budget Officer to present a tentative budget for each fund within the city. The budgets must be submitted no later than the first regularly scheduled meeting in May. We will present budgets for each fund on Tuesday, May 7th. At that time, we will brief you on the FY 2020 revenue estimates, provide a brief overview of the expenditures, and present budget highlights along with any proposed program changes.
2. UCA 10-6-111(3) further requires the City Council to adopt the tentative budget at this meeting. The Council will then review and amend, if necessary, the budgets prior to their final adoption. During the next several weeks, staff will be discussing the details of each department budget with the Council.

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

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

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

Where does the General Fund Revenue Come From?
Taxes $ 13,736,539
Licenses & Permits 1,001,000
Intergovernmental 2,845,100
Charges for Services 2,164,000
Fines & Forfeitures 930,000
Miscellaneous Revenues 72,500
Total $20,749,139*

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

Capital Improvement Projects (CIP)
Pavement Management $ 300,000
Curb/Gutter/Sidewalk programs 100,000
Traffic calming devices 20,000
City Hall Overflow Parking 20,000
City Housing Fund 50,000
Christmas decorations            30,000
Community Swimming Pool         200,000
Total CIP              $    720,000

Ranked Projects Included in The Budget
1- 2020 Municipal Elections $28,920
1- Asset Management Software $150,000
1- RTK (GIS Equipment) $21,200
1- GPS Equipment $10,600
1- Sip Trunk (Phones) $7,412 ($15,000 savings)
1- Zoning Ordinance Rewrite $75,000
FTR Upgrade (CC Recording) $6,588
1- Wireless Security Improvements $2,395
1- VPN/Firewall $19,588 *(may be funded in FY19)
1- 4% Avg. Merit Program $104,000
1- Benefit Increases $52,400
1- Market Adjustments $76,573
Grant to Boys & Girls Club $40,000
1- Grant to Arts Council $45,000
1- Grant to CBC $25,000
1- Safe Sidewalk $100,000
1- Traffic Calming $21,000
1- City Hall Overflow Parking $20,000
1- Housing Trust Fund $50,000
1- Christmas Decorations $30,000
1- Police Contract $260,000
1- Swimming Pool $200,000
1- Animal Services $34,200
1.5- GIS Consultant $50,000
1.5- GIS Specialist $72,831
1.5- FTE for IT Dept. $83,500
3- Four-Wheeler and Trailer for Parks $1,000

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

Inspection & Code Enforcement
Building Inspection
FY2019 Projected $395,325
FY 2020 Tentative $361,500
Savings $33,825

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

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

How Do We Spend General Fund Revenues?
Public Safety $8,693,000
Salaries and benefits 5,053,600
Operations 5,496,550
Capital 220,300
Debt service 1,180,000
Total $20,643,450

Where does the General Fund Sit Right Now?

<table>
<thead>
<tr>
<th>Revenue</th>
<th>$20,751,639</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenditures</td>
<td>$20,643,450</td>
</tr>
<tr>
<td>Contribution to Fund Balance</td>
<td>$108,189</td>
</tr>
</tbody>
</table>

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

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

Council Member Bryant Brown said that it is not appropriate for them to come to us with this kind of increase this late in the budget process.
Council Member Paul Glover said he would like staff to prepare a cost comparison of the City providing police services or staying with Unified Police.

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

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

Bryce Haderlie reviewed the FY2020 utility rates.

**FY2020 Water Fund Projected Revenue**

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

**FY2020 Water Fund Proposed Expenditures**

<table>
<thead>
<tr>
<th>Description</th>
<th>FY2019 Estimated</th>
<th>FY2020 Budget</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal services</td>
<td>796,000</td>
<td>990,000</td>
<td>194,000</td>
</tr>
<tr>
<td>Administration</td>
<td>785,000</td>
<td>1,016,000</td>
<td>231,000</td>
</tr>
<tr>
<td>Water supply costs</td>
<td>1,006,000</td>
<td>1,349,000</td>
<td>343,000</td>
</tr>
<tr>
<td>Debt Service</td>
<td>1,565,000</td>
<td>1,565,000</td>
<td>-</td>
</tr>
<tr>
<td>Capital expenditures</td>
<td>559,000</td>
<td>582,000</td>
<td>23,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>4,711,000</td>
<td>5,502,000</td>
<td>791,000</td>
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**FY2020 Budget Requests – Water**

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

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

**FY2020 Water Rate Changes**
- 7% rate increase – Service Area 1
  - Approximately $34 per year for average residential user
- 2% rate increase – Service Area 2
  - Approximately $6 per year for average residential user
- No change – Service Area 3
Proceedings of City Council Meeting
May 7, 2019

**FY2020 Sewer Fund Projected Revenue**

<table>
<thead>
<tr>
<th>Description</th>
<th>FY2019 Estimated</th>
<th>FY2020 Budget</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sewer base/usage</td>
<td>2,325,000</td>
<td>2,534,000</td>
<td>209,000</td>
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<tr>
<td>Other user charges</td>
<td>65,000</td>
<td>61,000</td>
<td>(4,000)</td>
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<tr>
<td>Other revenue</td>
<td>66,000</td>
<td>48,000</td>
<td>(18,000)</td>
</tr>
<tr>
<td>Total</td>
<td>2,456,000</td>
<td>2,643,000</td>
<td>187,000</td>
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**FY2020 Sewer Fund Proposed Expenditures**

<table>
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<tr>
<th>Description</th>
<th>FY2019 Estimated</th>
<th>FY2020 Budget</th>
<th>Difference</th>
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<tbody>
<tr>
<td>Personal services</td>
<td>406,000</td>
<td>576,000</td>
<td>170,000</td>
</tr>
<tr>
<td>Administration</td>
<td>451,000</td>
<td>456,000</td>
<td>5,000</td>
</tr>
<tr>
<td>System operations</td>
<td>1,030,000</td>
<td>1,120,000</td>
<td>90,000</td>
</tr>
<tr>
<td>Debt service</td>
<td>342,000</td>
<td>346,000</td>
<td>4,000</td>
</tr>
<tr>
<td>Capital expenditures</td>
<td>191,000</td>
<td>275,000</td>
<td>84,000</td>
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<tr>
<td>Total</td>
<td>2,420,000</td>
<td>2,773,000</td>
<td>353,000</td>
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**FY2020 Budget Requests – Sewer**

**ONE-TIME:**
- $170,000 generators for lift stations
- $69,000 new FTE
- $42,000 selective market adj., 4% merit, 9% medical

**ONGOING:**
- $70,000 increase in SVWRF operations cost

**FY2020 Sewer Rate Changes**
- 10% rate increase
  - Approximately $41 per year for average residential user

**FY2020 Storm Water Fund Projected Revenue**

<table>
<thead>
<tr>
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<th>FY2019 Estimated</th>
<th>FY2020 Budget</th>
<th>Difference</th>
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<tbody>
<tr>
<td>User fees</td>
<td>1,738,000</td>
<td>1,949,000</td>
<td>211,000</td>
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<tr>
<td>Other user charges</td>
<td>7,000</td>
<td>3,000</td>
<td>(4,000)</td>
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<tr>
<td>Facility use (other funds)</td>
<td>84,000</td>
<td>84,000</td>
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<tr>
<td>Other revenue</td>
<td>15,000</td>
<td>21,000</td>
<td>6,000</td>
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<tr>
<td>Total</td>
<td>1,844,000</td>
<td>2,057,000</td>
<td>213,000</td>
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**FY2020 Storm Water Fund Proposed Expenditures**

<table>
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<tr>
<th>Description</th>
<th>FY2019 Estimated</th>
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<tbody>
<tr>
<td>Personal services</td>
<td>696,000</td>
<td>781,000</td>
<td>85,000</td>
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<tr>
<td>Administration</td>
<td>539,000</td>
<td>620,000</td>
<td>81,000</td>
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<tr>
<td>System operations cost</td>
<td>9,000</td>
<td>21,000</td>
<td>12,000</td>
</tr>
<tr>
<td>Debt service</td>
<td>432,000</td>
<td>432,000</td>
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</tr>
<tr>
<td>Capital expenditures</td>
<td>199,000</td>
<td>187,000</td>
<td>(12,000)</td>
</tr>
<tr>
<td>Total</td>
<td>1,875,000</td>
<td>2,041,000</td>
<td>166,000</td>
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</table>
FY2020 Budget Requests – Storm Water
ONGOING:
$41,000  selective market adjs, 4% merit, 9% medical

FY2020 Storm Water Rate Changes
• 12% rate increase
  • Approximately $12 per year for residential user

FY2020 Street Lighting Fund Projected Revenue

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<th>Difference</th>
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<tr>
<td>User fees</td>
<td>383,000</td>
<td>385,000</td>
<td>2,000</td>
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<tr>
<td>Other user charges</td>
<td>2,100</td>
<td>2,000</td>
<td>(100)</td>
</tr>
<tr>
<td>Other revenue</td>
<td>500</td>
<td>600</td>
<td>100</td>
</tr>
<tr>
<td>Total</td>
<td>385,600</td>
<td>387,600</td>
<td>2,000</td>
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FY2020 Street Lighting Fund Proposed Expenditures

<table>
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<th>Description</th>
<th>FY2019 Estimated</th>
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<th>Difference</th>
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<tr>
<td>Personal Services</td>
<td>7,700</td>
<td>14,200</td>
<td>6,500</td>
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<tr>
<td>Administration</td>
<td>50,700</td>
<td>57,700</td>
<td>7,000</td>
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<tr>
<td>System operations cost</td>
<td>113,100</td>
<td>120,000</td>
<td>6,900</td>
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<td>Debt service</td>
<td>211,000</td>
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<tr>
<td>Total</td>
<td>382,500</td>
<td>402,900</td>
<td>20,400</td>
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</tbody>
</table>

FY2020 Street Lighting Rate Changes
• No rate increases

FY2020 Sanitation Fund Projected Revenue

<table>
<thead>
<tr>
<th>Description</th>
<th>FY2019 Estimated</th>
<th>FY2020 Budget</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>User fees</td>
<td>1,023,000</td>
<td>1,140,000</td>
<td>117,000</td>
</tr>
<tr>
<td>Other user charges</td>
<td>8,000</td>
<td>5,000</td>
<td>(3,000)</td>
</tr>
<tr>
<td>Other revenue</td>
<td>20,000</td>
<td>21,000</td>
<td>1,000</td>
</tr>
<tr>
<td>Total</td>
<td>1,051,000</td>
<td>1,166,000</td>
<td>115,000</td>
</tr>
</tbody>
</table>

FY2020 Sanitation Fund Proposed Expenditures

<table>
<thead>
<tr>
<th>Description</th>
<th>FY2019 Estimated</th>
<th>FY2020 Budget</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal services</td>
<td>17,000</td>
<td>21,000</td>
<td>4,000</td>
</tr>
<tr>
<td>Administration</td>
<td>90,000</td>
<td>109,000</td>
<td>19,000</td>
</tr>
<tr>
<td>System operations cost</td>
<td>1,040,000</td>
<td>1,135,000</td>
<td>95,000</td>
</tr>
<tr>
<td>Total</td>
<td>1,147,000</td>
<td>1,265,000</td>
<td>118,000</td>
</tr>
</tbody>
</table>

FY2020 Sanitation Rate Changes
• 10% rate increase
  • Approximately $14 per year for residential user
**Proceedings of City Council Meeting**  
**May 7, 2019**

**FY2020 Telecommunications Fund Projected Revenue**

<table>
<thead>
<tr>
<th>Description</th>
<th>FY2019 Estimated</th>
<th>FY2020 Budget</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>User fees</td>
<td>19,000</td>
<td>27,000</td>
<td>8,000</td>
</tr>
<tr>
<td>Transfer from Gen Fund</td>
<td>850,000</td>
<td>850,000</td>
<td>-</td>
</tr>
<tr>
<td>Other revenue</td>
<td>17,000</td>
<td>20,000</td>
<td>3,000</td>
</tr>
<tr>
<td>Total</td>
<td>886,000</td>
<td>897,000</td>
<td>11,000</td>
</tr>
</tbody>
</table>

**FY2020 Telecommunications Fund Proposed Expenditures**

<table>
<thead>
<tr>
<th>Difference</th>
<th>FY2019 Estimated</th>
<th>FY2020 Budget</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>UTOPIA pledge payment</td>
<td>880,000</td>
<td>880,000</td>
<td>-</td>
</tr>
<tr>
<td>CUE payments to UTOPIA</td>
<td>18,000</td>
<td>26,000</td>
<td>8,000</td>
</tr>
<tr>
<td>Total</td>
<td>898,000</td>
<td>906,000</td>
<td>8,000</td>
</tr>
</tbody>
</table>

**FY2020 Fleet Fund Projected Revenue**

<table>
<thead>
<tr>
<th>Description</th>
<th>FY2019 Estimated</th>
<th>FY2020 Budget</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicle operations chgs</td>
<td>374,000</td>
<td>369,000</td>
<td>(5,000)</td>
</tr>
<tr>
<td>Vehicle replacement chgs</td>
<td>304,000</td>
<td>315,000</td>
<td>11,000</td>
</tr>
<tr>
<td>Vehicle sales proceeds</td>
<td>423,000</td>
<td>266,000</td>
<td>(157,000)</td>
</tr>
<tr>
<td>Other revenue</td>
<td>18,000</td>
<td>20,000</td>
<td>2,000</td>
</tr>
<tr>
<td>Total</td>
<td>1,119,000</td>
<td>970,000</td>
<td>(149,000)</td>
</tr>
</tbody>
</table>

**FY2020 Fleet Fund Proposed Expenditures**

<table>
<thead>
<tr>
<th>Description</th>
<th>FY2019 Estimated</th>
<th>FY2020 Budget</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal services</td>
<td>173,000</td>
<td>125,000</td>
<td>(48,000)</td>
</tr>
<tr>
<td>Administration</td>
<td>11,000</td>
<td>15,000</td>
<td>4,000</td>
</tr>
<tr>
<td>Vehicle maintenance</td>
<td>214,000</td>
<td>230,000</td>
<td>16,000</td>
</tr>
<tr>
<td>Vehicle purchases</td>
<td>970,000</td>
<td>316,000</td>
<td>(654,000)</td>
</tr>
<tr>
<td>Total</td>
<td>1,368,000</td>
<td>686,000</td>
<td>(682,000)</td>
</tr>
</tbody>
</table>

**FY2020 Information Technology Fund Projected Revenue**

<table>
<thead>
<tr>
<th>Description</th>
<th>FY2019 Estimated</th>
<th>FY2020 Budget</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charges to departments</td>
<td>113,000</td>
<td>113,000</td>
<td>-</td>
</tr>
<tr>
<td>Other revenue</td>
<td>2,000</td>
<td>4,000</td>
<td>2,000</td>
</tr>
<tr>
<td>Total</td>
<td>115,000</td>
<td>117,000</td>
<td>2,000</td>
</tr>
</tbody>
</table>

**FY2020 Information Technology Fund Proposed Expenditures**

<table>
<thead>
<tr>
<th>Description</th>
<th>FY2019 Estimated</th>
<th>FY2020 Budget</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal services</td>
<td>22,000</td>
<td>27,000</td>
<td>5,000</td>
</tr>
<tr>
<td>Hardware</td>
<td>31,000</td>
<td>35,000</td>
<td>4,000</td>
</tr>
<tr>
<td>Software</td>
<td>26,000</td>
<td>30,000</td>
<td>4,000</td>
</tr>
<tr>
<td>Infrastructure</td>
<td>20,000</td>
<td>23,000</td>
<td>3,000</td>
</tr>
<tr>
<td>Total</td>
<td>99,000</td>
<td>115,000</td>
<td>16,000</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

The motion passed unanimously.

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

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

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

In 2001, the City completed a zoning ordinance rewrite that combined and redefined the development requirements across the entire city following annexation of the Fort Union area. Included in this ordinance rewrite were zoning designations for medium density and medium-to-high density multifamily zones (RM-12 and RM-25, respectively.) The
regulations defined development standards for projects in these two zones, including density, height, landscaping, parking, etc., based on design standards in use at the time.

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

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

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

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

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

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

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

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

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

Mayor Hale opened the hearing to public comment. There were no comments.
MOTION: Council Member Bryant Brown MOVED to close the Public Hearing. The motion was SECONDED by Council Member Paul Glover. Mayor Hale called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.

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

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

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

The motion passed unanimously.

IX. CONSENT AGENDA

A. CONSIDER MINUTES OF APRIL 16, 2019

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

This item was pulled.

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

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

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

The motion passed unanimously.

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

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

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

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

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

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

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

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

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

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

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

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

1. 38% of building fees collected up to $600,000
2. 37% of building fees collected up to $800,000
3. 35% of building fees collected up to $1,000,000
4. 32% of building fees collected over $1,000,000

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

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

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

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

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

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

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

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

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

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

- Council Member Quinn Sperry  Aye
- Council Member Paul Glover  Aye
B. CONSIDER RESOLUTION NO. 2019-R-15 AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MOUNTAIN VALLEY MECHANICAL FOR THE MIDVALE POLICE STATION HVAC REPLACEMENT

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

Fiscal Impact: $108,737.00

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

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

The motion passed unanimously.

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

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

1. Except for the amendment, the agreement remains in full force.
2. That the contract runs from July 1, 2019 to June 30, 2022
3. The new contract amount of $282,268 annually ($248,100 in FY19).
4. Setting a cap on future increases of not more than 5%.
5. Removes the presentation schedule as requested by the Council.
6. Price is contingent upon all other parties’ participation with the shelter.
7. Confirms that the amendment follows the Interlocal Cooperation Act.

**FISCAL IMPACT:** $34,168 over prior year

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

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

The motion passed unanimously.

**XI. DISCUSSION ITEMS**

A. **DISCUSS PUBLIC WORKS FY2020 BUDGET**

Glen Kennedy discussed the proposed FY2020 Public Works Budget as follows

**Public Works Tentative Budget 2020**

**Public Works Department Wide**

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

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

**Building Grounds Ops & Maint.**

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

**Street Fund**

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

**Parks/Cemetery**

- No significant changes - overall reduced by $15,400
➢ Truck request is no longer required as an internal transfer of vehicles is taking place.
➢ The 4 wheeler/trailer request has been put into the fleet budget and parks will pay it down over the next few years.

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

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

Storm Water and Streetlight Utility Funds
No significant changes to the operational line items in either of these budgets.

Sanitation – Increase of $65,500 for operational costs
➢ Waste Disposal Fees (ACE Costs) – Previously accounted for weekly garbage, recycle and bulky waste pick-up. This has been broken into the following separate accounts:
   ➢ Waste Disposal Fees (ACE Weekly Garbage Can Pick-up) - $605,000
   ➢ Bulky Waste Disposal Fees (ACE Weekly Bulky Waste) - $95,000
   ➢ Recycling Disposal Fees (ACE Weekly Recycle Can Pick-up) - $233,000
Proceedings of City Council Meeting
May 7, 2019

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

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

<table>
<thead>
<tr>
<th>Fleet Year</th>
<th>Department</th>
<th>Vehicle Type</th>
<th>Purchase Price</th>
<th>Salvage Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>Engineering</td>
<td>F-150</td>
<td>$30,500.00</td>
<td>$21,300.00</td>
</tr>
<tr>
<td>2015</td>
<td>Storm/Eng</td>
<td>F-150</td>
<td>$28,500.00</td>
<td>$22,000.00</td>
</tr>
<tr>
<td>2015</td>
<td>Streets</td>
<td>F-150</td>
<td>$30,500.00</td>
<td>$22,000.00</td>
</tr>
<tr>
<td>2015</td>
<td>Water</td>
<td>F-150</td>
<td>$30,500.00</td>
<td>$22,000.00</td>
</tr>
<tr>
<td>2010</td>
<td>Water</td>
<td>F-150</td>
<td>$28,000.00</td>
<td>$8,000</td>
</tr>
<tr>
<td>2019</td>
<td>Streets</td>
<td>Loader</td>
<td>$163,000.00</td>
<td>$171,000.00</td>
</tr>
</tbody>
</table>

**B. DISCUSS ADMINISTRATIVE SERVICES FY2020 BUDGET**

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

**FY2020 Tentative Budget Administrative Services**

**Court**

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

**Information Technology**

- FY2019 $545,500
- FY2020 $805,850
  - New Systems Admin $81,000
  - Internet & Wireless $10,000 Bandwidth Capacity Increase
  - Prof. Svcs. $4,000 Anti-virus protection
  - Education $4,500 Conference Attendance
  - Computer Equip. $22,650 Switches, wireless AP equip.
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- Network Equip. ($ 10,000) Moved to internal services fund
- Software $ 123,000 Moved from software support
- Software Support $ 17,500 Qualtrics Software
- Net Impact $260,000

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

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

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

C. DISCUSS AMENDMENTS TO MIDVALE MUNICIPAL CODE 10.16, PARKING

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

XI. ADJOURN

MOTION: Council Member Paul Glover MOVED to adjourn the meeting. The motion was SECONDED by Council Member Paul Hunt. Mayor Hale called for discussion on the motion. There being none, he called for a vote. The motion passed unanimously.
The meeting adjourned at 9:28 p.m.

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

Approved this 21st day of May 2019.
Mayor Hale called the meeting to order at 5:30 p.m.

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

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

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

Approved this 21st day of May 2019
SUBJECT: Consideration of Resolution No. 2019-R-16 Approving an Agreement with Miller Paving for the 2019 Roadway Improvement Project

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

SUMMARY:

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

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

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

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

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

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

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

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

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

Attachments:

Resolution 2019-R-16
Agreement
Bid documents
RESOLUTION NO. 2019-R-16

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

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

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

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

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

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

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

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

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

APPROVED AND ADOPTED this _____ day of __________, 2019.

______________________________
Robert M. Hale, Mayor

ATTEST:

______________________________
Rori L. Andreason, 
City Recorder
<table>
<thead>
<tr>
<th>Voting by the City Council</th>
<th>“Aye”</th>
<th>“Nay”</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bryant Brown</td>
<td>____</td>
<td>____</td>
</tr>
<tr>
<td>Paul Glover</td>
<td>____</td>
<td>____</td>
</tr>
<tr>
<td>Quinn Sperry</td>
<td>____</td>
<td>____</td>
</tr>
<tr>
<td>Paul Hunt</td>
<td>____</td>
<td>____</td>
</tr>
<tr>
<td>Dustin Gettel</td>
<td>____</td>
<td>____</td>
</tr>
</tbody>
</table>
ADDENDUM NO. 3

to

BIDDING AND CONTRACT DOCUMENTS

for

2019 ROADWAY IMPROVEMENT PROJECT

Midvale City Corporation
7505 South Holden Street
Midvale, Utah 84047

April 26, 2019

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

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

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

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

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

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

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

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

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

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

   Answer: A separate pay item for pavement striping has been included, as referenced above.
2019 Roadway Improvement Project
Addenda No. 3
April 26, 2019

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

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

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

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

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

PAUL HANSEN ASSOCIATES, P.L.C.

Paul G. Hansen, P.E.
PART 1  GENERAL

1.1 DOCUMENT INCLUDES

A. Price Schedules.

B. Measurement and Payment provisions.

1.2 CONSTRUCTION CONTRACT

The Construction Contract is known as:

2019 ROADWAY IMPROVEMENT PROJECTS

1.3 REFERENCES

A. APWA Document 01 11 00: Payment Procedures.

B. Document 00 52 00: Agreement.

1.4 SCHEDULE TO BE ADDED TO THE AGREEMENT

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

PART 2  PRICE SCHEDULES

2.1 BID SCHEDULE “A” - 7800 SOUTH

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Bid Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>Mobilization</td>
<td>1</td>
<td>L.S.</td>
<td>(10.825)</td>
<td>(10.825)</td>
</tr>
<tr>
<td>A2</td>
<td>Construction Layout</td>
<td>1</td>
<td>L.S.</td>
<td>(1,500)</td>
<td>(1,500)</td>
</tr>
<tr>
<td>A3</td>
<td>Traffic Control</td>
<td>1</td>
<td>L.S.</td>
<td>(7,500)</td>
<td>(7,500)</td>
</tr>
</tbody>
</table>

DEMOLITION

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Bid Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>A4</td>
<td>Demolition and Disposal of Existing Curb &amp; Gutter</td>
<td>875</td>
<td>L.F.</td>
<td>(10.50)</td>
<td>(9,187.50)</td>
</tr>
<tr>
<td>A5</td>
<td>Demolition and Disposal of Existing Concrete Sidewalk</td>
<td>460</td>
<td>S.F.</td>
<td>(1.20)</td>
<td>(552.00)</td>
</tr>
<tr>
<td>A6</td>
<td>Demolition and Disposal of Existing Concrete Waterway</td>
<td>140</td>
<td>S.F.</td>
<td>(4.70)</td>
<td>(658.00)</td>
</tr>
<tr>
<td>Item No.</td>
<td>Description</td>
<td>Estimated Quantity</td>
<td>Unit</td>
<td>Unit Bid Price</td>
<td>Total</td>
</tr>
<tr>
<td>---------</td>
<td>------------------------------------------------------------------------------</td>
<td>--------------------</td>
<td>------</td>
<td>----------------</td>
<td>---------</td>
</tr>
<tr>
<td>A7</td>
<td>Demolition and Disposal of Existing Concrete Driveway</td>
<td>1,350</td>
<td>S.F.</td>
<td>2.35</td>
<td>3,172.50</td>
</tr>
<tr>
<td>A8</td>
<td>Demolition and Disposal of Existing Asphalt Driveway</td>
<td>1,000</td>
<td>S.F.</td>
<td>1.10</td>
<td>1,100.00</td>
</tr>
<tr>
<td>A9</td>
<td>Demolition and Disposal of Existing Storm Drain Box</td>
<td>2</td>
<td>L.S.</td>
<td>1.200</td>
<td>2,400.00</td>
</tr>
<tr>
<td>A10</td>
<td>Demolition and Disposal of Existing Asphalt and Base Adjacent to C&amp;G / Waterway</td>
<td>3,050</td>
<td>S.F.</td>
<td>5.15</td>
<td>15,707.50</td>
</tr>
</tbody>
</table>

**ROADWAY / UTILITIES**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Estimated Quantity</th>
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<th>Unit Bid Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>A11</td>
<td>Furnish and Install 8&quot; Base and 3&quot; Asphalt (PG 64-28)</td>
<td>3,050</td>
<td>S.F.</td>
<td>3.10</td>
<td>16,317.50</td>
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<tr>
<td>A12</td>
<td>Furnish and Install 30&quot; Curb and Gutter, APWA Type &quot;A&quot;</td>
<td>820</td>
<td>L.F.</td>
<td>44.80</td>
<td>38,376.00</td>
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<tr>
<td>A13</td>
<td>Furnish and Install 30&quot; Curb and Gutter, APWA Type &quot;D&quot;</td>
<td>200</td>
<td>L.F.</td>
<td>44.80</td>
<td>9,360.00</td>
</tr>
<tr>
<td>A14</td>
<td>Furnish and Install 4&quot; Thick Concrete Sidewalk</td>
<td>4,500</td>
<td>S.F.</td>
<td>7.25</td>
<td>32,025.00</td>
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<tr>
<td>A15</td>
<td>Furnish and Install Concrete Waterway</td>
<td>140</td>
<td>S.F.</td>
<td>21.00</td>
<td>2,940.00</td>
</tr>
<tr>
<td>A16</td>
<td>Furnish and Install 6&quot; Thick Concrete Sidewalk / Driveway</td>
<td>1,000</td>
<td>S.F.</td>
<td>9.80</td>
<td>9,800.00</td>
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<tr>
<td>A17</td>
<td>Furnish and Install 3&quot; Thick Asphalt Driveway</td>
<td>550</td>
<td>S.F.</td>
<td>6.25</td>
<td>3,437.50</td>
</tr>
<tr>
<td>A18</td>
<td>Furnish and Install ADA Tactile Pad</td>
<td>4</td>
<td>Each</td>
<td>375</td>
<td>1,500.00</td>
</tr>
<tr>
<td>A19</td>
<td>Adjust Water Meter Vaults Flush with New Sidewalk / Asphalt</td>
<td>9</td>
<td>Each</td>
<td>132</td>
<td>1,188.00</td>
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</table>

**MISCELLANEOUS OTHER**

<table>
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<tr>
<th>Item No.</th>
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<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>A20</td>
<td>Remove and Reinstall Post Style Mailbox</td>
<td>9</td>
<td>Each</td>
<td>150</td>
<td>1,350.00</td>
</tr>
<tr>
<td>A21</td>
<td>Remove and Reinstall Masonry Style Mailbox</td>
<td>5</td>
<td>Each</td>
<td>500</td>
<td>2,500.00</td>
</tr>
<tr>
<td>A22</td>
<td>Tree Removal</td>
<td>1</td>
<td>L.S.</td>
<td>1,000</td>
<td>1,000.00</td>
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<tr>
<td>A23</td>
<td>Landscape / Irrigation Repair</td>
<td>1</td>
<td>L.S.</td>
<td>4,000</td>
<td>4,000.00</td>
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<tr>
<td>A24</td>
<td>Remove and Replace Existing 4' Concrete Panel Fence</td>
<td>1</td>
<td>L.S.</td>
<td>1,540</td>
<td>1,540.00</td>
</tr>
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### Bid Schedule “A”

<table>
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<tr>
<th>Item No.</th>
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<th>Unit Bid Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>A25</td>
<td>Remove and Replace Existing 4’ Wood Panel Fence</td>
<td>1</td>
<td>L.S.</td>
<td>1,030</td>
<td>1,030.00</td>
</tr>
<tr>
<td>A26</td>
<td>Remove and Replace Existing 4’ Chain Link Fence</td>
<td>1</td>
<td>L.S.</td>
<td>1,030</td>
<td>1,030.00</td>
</tr>
<tr>
<td>A27</td>
<td>Removal of Existing 4’ Chain Link Fence and Setting of New End Post to Accommodate Sidewalk Installation</td>
<td>1</td>
<td>L.S.</td>
<td>375</td>
<td>375.00</td>
</tr>
<tr>
<td>A28</td>
<td>Removal of Existing Vinly Fence and Concrete Foundation Wall to Accommodate Sidewalk Installation</td>
<td>1</td>
<td>L.S.</td>
<td>437</td>
<td>437.00</td>
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<tr>
<td>A29</td>
<td>Pavement Striping</td>
<td>1</td>
<td>L.S.</td>
<td>530</td>
<td>530.00</td>
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**Total Bid Schedule “A”**: 182,538.50

### Bid Schedule “B” - 300 EAST

<table>
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<tr>
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</thead>
<tbody>
<tr>
<td><strong>GENERAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B1</td>
<td>Mobilization</td>
<td>1</td>
<td>L.S.</td>
<td>8,500</td>
<td>8,500.00</td>
</tr>
<tr>
<td>B2</td>
<td>Construction Layout</td>
<td>1</td>
<td>L.S.</td>
<td>1,500</td>
<td>1,500.00</td>
</tr>
<tr>
<td>B3</td>
<td>Traffic Control</td>
<td>1</td>
<td>L.S.</td>
<td>1,595</td>
<td>1,595.00</td>
</tr>
<tr>
<td><strong>DEMOLOITION</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B4</td>
<td>Demolition and Disposal of Existing Curb &amp; Gutter</td>
<td>140</td>
<td>L.F.</td>
<td>10.50</td>
<td>1,470.00</td>
</tr>
<tr>
<td>B5</td>
<td>Demolition and Disposal of Existing Concrete Sidewalk</td>
<td>800</td>
<td>S.F.</td>
<td>1.20</td>
<td>960.00</td>
</tr>
<tr>
<td>B6</td>
<td>Demolition and Disposal of Existing Concrete Waterway</td>
<td>100</td>
<td>S.F.</td>
<td>4.70</td>
<td>470.00</td>
</tr>
<tr>
<td>B7</td>
<td>Demolition and Disposal of Existing Concrete Driveway</td>
<td>400</td>
<td>S.F.</td>
<td>2.35</td>
<td>940.00</td>
</tr>
<tr>
<td>B8</td>
<td>Demolition and Disposal of Existing Asphalt Driveway</td>
<td>550</td>
<td>S.F.</td>
<td>1.10</td>
<td>605.00</td>
</tr>
<tr>
<td>Item No.</td>
<td>Description</td>
<td>Estimated Quantity</td>
<td>Unit</td>
<td>Unit Bid Price</td>
<td>Total</td>
</tr>
<tr>
<td>---------</td>
<td>------------------------------------------------------------------------------</td>
<td>--------------------</td>
<td>--------</td>
<td>----------------</td>
<td>----------</td>
</tr>
<tr>
<td>B9</td>
<td>Demolition and Disposal of Existing Asphalt and Base Adjacent to C&amp;G / Waterway</td>
<td>2,700</td>
<td>S.F.</td>
<td>5.15</td>
<td>13,905</td>
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<tr>
<td></td>
<td><strong>ROADWAY / UTILITIES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B10</td>
<td>Furnish and Install New Storm Drain Single Inlet Box and Grate</td>
<td>2</td>
<td>Each</td>
<td>2,500</td>
<td>5,000</td>
</tr>
<tr>
<td>B11</td>
<td>Core Existing Storm Drain Manhole</td>
<td>1</td>
<td>L.S.</td>
<td>500</td>
<td>500</td>
</tr>
<tr>
<td>B12</td>
<td>Furnish and Install 15&quot; Dia Storm Drain Pipe</td>
<td>75</td>
<td>L.F.</td>
<td>124</td>
<td>9,300</td>
</tr>
<tr>
<td>B13</td>
<td>Profile Mill Existing Asphalt Roadway to 1&quot; min. Depth</td>
<td>38,000</td>
<td>S.F.</td>
<td>0.24</td>
<td>9,120</td>
</tr>
<tr>
<td>B14</td>
<td>Furnish and Install 2&quot; Asphalt Overlay (PG 64-28)</td>
<td>38,000</td>
<td>S.F.</td>
<td>1.07</td>
<td>40,160</td>
</tr>
<tr>
<td>B15</td>
<td>Furnish and Install 8&quot; Base and 2&quot; Asphalt (PG 64-28)</td>
<td>3,700</td>
<td>S.F.</td>
<td>2.45</td>
<td>9,045</td>
</tr>
<tr>
<td>B16</td>
<td>Furnish and Install 30&quot; Curb and Gutter, APWA Type &quot;A&quot;</td>
<td>700</td>
<td>L.F.</td>
<td>460.80</td>
<td>32,710</td>
</tr>
<tr>
<td>B17</td>
<td>Furnish and Install 30&quot; Curb and Gutter, APWA Type &quot;D&quot;</td>
<td>250</td>
<td>L.F.</td>
<td>460.80</td>
<td>11,700</td>
</tr>
<tr>
<td>B18</td>
<td>Furnish and Install 4&quot; Thick Concrete Sidewalk</td>
<td>800</td>
<td>S.F.</td>
<td>7.25</td>
<td>5,800</td>
</tr>
<tr>
<td>B19</td>
<td>Furnish and Install Concrete Waterway</td>
<td>100</td>
<td>S.F.</td>
<td>21.00</td>
<td>2,100</td>
</tr>
<tr>
<td>B20</td>
<td>Furnish and Install 6&quot; Thick Concrete Sidewalk / Driveway</td>
<td>1,450</td>
<td>S.F.</td>
<td>9.80</td>
<td>14,210</td>
</tr>
<tr>
<td>B21</td>
<td>Furnish and Install 3&quot; Thick Asphalt Driveway</td>
<td>200</td>
<td>S.F.</td>
<td>3.10</td>
<td>620</td>
</tr>
<tr>
<td>B22</td>
<td>Furnish and Install 6&quot; Thick Gravel Driveway</td>
<td>500</td>
<td>S.F.</td>
<td>1.10</td>
<td>550</td>
</tr>
<tr>
<td>B23</td>
<td>Furnish and Install ADA Tactile Pad</td>
<td>7</td>
<td>Each</td>
<td>375</td>
<td>2,425</td>
</tr>
<tr>
<td>B24</td>
<td>Remove and Replace Existing Water Valve Collar</td>
<td>1</td>
<td>Each</td>
<td>500</td>
<td>500</td>
</tr>
<tr>
<td>B25</td>
<td>Remove and Replace Existing Manhole Collar</td>
<td>10</td>
<td>Each</td>
<td>1000</td>
<td>10,000</td>
</tr>
</tbody>
</table>

April 2019 - Addenda No. 3
2019 Roadway Improvement Projects

Bid Schedule
Page 00 43 00 - 4 of 20
### MISCELLANEOUS OTHER

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Bid Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>B26</td>
<td>Remove and Reinstall Traffic / Stop Sign</td>
<td>2</td>
<td>Each</td>
<td>250</td>
<td>500.00</td>
</tr>
<tr>
<td>B27</td>
<td>Remove and Reinstall Post Style Mailbox</td>
<td>9</td>
<td>Each</td>
<td>150</td>
<td>1,350.00</td>
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<tr>
<td>B28</td>
<td>Tree Removal</td>
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<td>L.S.</td>
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<td>B29</td>
<td>Landscape / Irrigation Repair</td>
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<td>L.S.</td>
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<tr>
<td>B30</td>
<td>Pavement Striping</td>
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<td>L.S.</td>
<td>1,215</td>
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Total Bid Schedule “B” 189,804

### 2.3 BID SCHEDULE “C” - CENTER SQUARE AND GRANT STREETS

<table>
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<tr>
<th>Item No.</th>
<th>Description</th>
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<th>Unit</th>
<th>Unit Bid Price</th>
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<td>GENERAL</td>
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<tr>
<td>C1</td>
<td>Mobilization</td>
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<td>C2</td>
<td>Construction Layout</td>
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<td>C3</td>
<td>Traffic Control</td>
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<tr>
<td>C4</td>
<td>Demolition and Disposal of Existing Curb &amp; Gutter</td>
<td>60</td>
<td>L.F.</td>
<td>10.50</td>
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<tr>
<td>C5</td>
<td>Demolition and Disposal of Existing Concrete Sidewalk</td>
<td>50</td>
<td>S.F.</td>
<td>1.20</td>
<td>60.00</td>
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<tr>
<td>C6</td>
<td>Demolition and Disposal of Existing Concrete Waterway</td>
<td>1,300</td>
<td>S.F.</td>
<td>2.80</td>
<td>3,640.00</td>
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<tr>
<td>C7</td>
<td>Demolition and Disposal of Existing Concrete Driveway</td>
<td>200</td>
<td>S.F.</td>
<td>2.35</td>
<td>470.00</td>
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<tr>
<td>C8</td>
<td>Demolition and Disposal of Existing Asphalt Driveway</td>
<td>1,500</td>
<td>S.F.</td>
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<tr>
<td>C9</td>
<td>Demolition and Disposal of Existing Asphalt Roadway, Base and Surplus Soils within Reconstruction Area</td>
<td>420</td>
<td>C.Y.</td>
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</tr>
<tr>
<td>C10</td>
<td>Demolition and Disposal of Existing Asphalt and Base Adjacent to C&amp;G / Waterway</td>
<td>5,300</td>
<td>S.F.</td>
<td>4.25</td>
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<td><strong>ROADWAY / UTILITIES</strong></td>
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<tr>
<td>C11</td>
<td>Furnish and Install New Storm Drain Inlet on Existing Storm Drain Pipe</td>
<td>1</td>
<td>Each</td>
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<td>4,000</td>
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<tr>
<td>C12</td>
<td>Profile Mill Existing Asphalt Roadway to 1&quot; min. Depth</td>
<td>43,500</td>
<td>S.F.</td>
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<td>C13</td>
<td>Furnish and Install 2&quot; Asphalt Overlay (PG 64-28)</td>
<td>49,000</td>
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<tr>
<td>C14</td>
<td>Furnish and Install 8&quot; Base and 2&quot; Asphalt (PG 64-28)</td>
<td>8,500</td>
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<td>18,275</td>
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<td>C15</td>
<td>Furnish and Install 8&quot; Base and 3&quot; Asphalt (PG 64-28)</td>
<td>2,000</td>
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<td>3.30</td>
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<tr>
<td>C16</td>
<td>Furnish and Install 30&quot; Curb and Gutter, APWA Type &quot;A&quot;</td>
<td>630</td>
<td>L.F.</td>
<td>40.80</td>
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<td>C17</td>
<td>Furnish and Install 30&quot; Curb and Gutter, APWA Type &quot;D&quot;</td>
<td>60</td>
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<td>40.80</td>
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<tr>
<td>C18</td>
<td>Furnish and Install Concrete Waterway</td>
<td>4,000</td>
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<td>11.00</td>
<td>44,000</td>
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<td>C19</td>
<td>Furnish and Install 4&quot; Thick Concrete Sidewalk</td>
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<td>C20</td>
<td>Furnish and Install 6&quot; Thick Concrete Sidewalk / Driveway</td>
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<td>C21</td>
<td>Remove and Replace Existing Water Valve Collar</td>
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<td>Each</td>
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<tr>
<td>C22</td>
<td>Remove and Replace Existing Manhole Collar</td>
<td>8</td>
<td>Each</td>
<td>1000</td>
<td>8,000</td>
</tr>
<tr>
<td>Item No.</td>
<td>Description</td>
<td>Estimated Quantity</td>
<td>Unit</td>
<td>Unit Bid Price</td>
<td>Total</td>
</tr>
<tr>
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<td>-------</td>
</tr>
<tr>
<td>C23</td>
<td>Remove and Reinstall Traffic / Stop Sign</td>
<td>2</td>
<td>Each</td>
<td>250</td>
<td>500.00</td>
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<tr>
<td>C24</td>
<td>Tree Removal</td>
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<tr>
<td>C25</td>
<td>Landscape / Irrigation Repair</td>
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<td>C26</td>
<td>Pothole Existing Water Main</td>
<td>2</td>
<td>Each</td>
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</table>

Total Bid Schedule “C” 275413.25

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

$__________________________

Total All Schedules with Deduct:$ 644875.75

PART 3  MEASUREMENT AND PAYMENT

3.1 GENERAL

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

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

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

D. CONTRACTOR will verify measurement and quantities.

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


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

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

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

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

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

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

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

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

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

B. BASIS OF PAYMENT. Payment for Traffic Control will be made at the contract lump sum bid price as listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, materials and all other incidentals and costs as required to complete this portion of the work as required and as required to maintain access (vehicular and pedestrian) at all times.
3.5 Demolition and Disposal of Existing Curb & Gutter. Bid Items No. A4, B4 and C4.
   A. METHOD OF MEASUREMENT. Demolition and Disposal of Existing Curb & Gutter shall be measured by the linear foot.

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

3.6 Demolition and Disposal of Existing Concrete Sidewalk. Bid Items A5, B5 and C5.
   A. METHOD OF MEASUREMENT. Demolition and Disposal of Existing Concrete Sidewalk shall be measured by the square foot.

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

3.7 Demolition and Disposal of Existing Concrete Waterway. Bid Items A6 and C6.
   A. METHOD OF MEASUREMENT. Demolition and Disposal of Existing Concrete Waterway shall be measured by the square foot.

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

3.8 Demolition and Disposal of Existing Concrete Driveway. Bid Items A7, B6 and C7.
   A. METHOD OF MEASUREMENT. Demolition and Disposal of Existing Concrete Driveway shall be measured by the square foot.
B. BASIS OF PAYMENT. Demolition and Disposal of Existing Concrete Driveway will be made at the contract unit bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to sawcutting, removal and disposal of existing concrete and base; and all other operations, incidentals and costs required to complete this item. The quantity of driveway to be demolished and removed shall be measured and agreed upon by the ENGINEER prior to commencement of this work.

3.9 Demolition and Disposal of Existing Asphalt Driveway. Bid Item No. A8, B7 and C8.
A. METHOD OF MEASUREMENT. Demolition and Disposal of Existing Asphalt Driveway shall be measured by the square foot.

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

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

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

3.11 Demolition and Disposal of Existing Storm Drain Box. Bid Item No. A9.
A. METHOD OF MEASUREMENT. Demolition and Disposal of Existing Storm Drain Box, shall not be measured.

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

3.12 Demolition and Disposal of Existing Asphalt and Base. Bid Item A10.
   A. METHOD OF MEASUREMENT. Demolition and Disposal of Existing Asphalt and
      Base shall be measured by the square foot.
   B. BASIS OF PAYMENT. Payment for Demolition and Disposal of Existing Asphalt
      and Base will be made at the contract unit bid price as listed in the bidders proposal
      and shall be considered complete compensation for all labor, equipment, and
      materials necessary, including but not limited to sawcutting, removal of existing
      asphalt, excavation and off-site disposal of all asphalt, base and excess materials;
      and all other operations, incidentals and costs required to complete this portion of
      the work.

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

3.14 Furnish and Install New Storm Drain Inlet on Existing Storm Drain Pipe. Bid Item
   No. C11.
   A. METHOD OF MEASUREMENT. Furnish and Install New Storm Drain Junction Box
      on Existing Storm Drain Pipe, shall not be measured.
   B. BASIS OF PAYMENT. Payment for Furnish and Install New Storm Drain Junction
      Box on Existing Storm Drain Pipe will be made at the contract lump sum bid price
      and shall be considered complete compensation for all labor, equipment, and
      materials necessary, including but not limited to saw cutting and disposal of asphalt
      and/or concrete materials, excavation and disposal of excess excavated materials;
      dewatering, shoring (including use of trench boxes as required); furnishing and
      installation of base materials; furnishing and installation of the new storm drain
      junction box (with concrete floor), pipe, frame, grate and cover (where applicable);
furnishing and installation of backfill materials; watering, compaction, grading, materials testing; restoring existing surface improvements; and all other operations, incidentals and costs required.

3.15 Core Existing Storm Drain Manhole. Bid Item B10.

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

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


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

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


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


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

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


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

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

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

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

3.21 Furnish and Install 30" Curb and Gutter, APWA Type “A”. Bid Items No. A12, B15 and C16.
   A. METHOD OF MEASUREMENT. Furnish and Install 30" Curb and Gutter, APWA Type “A”, shall be measured by the linear foot.

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

3.22 Furnish and Install 30" Curb and Gutter, APWA Type “D”. Bid Items No. A13, B16 and C17.
   A. METHOD OF MEASUREMENT. Furnish and Install 30" Curb and Gutter, APWA Type “D”, shall be measured by the linear foot.

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

3.23 Furnish and Install Concrete Waterway. Bid Item No. C18.
   A. METHOD OF MEASUREMENT. Furnish and Install Concrete Waterway shall be measured by the square foot.

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

3.24 Furnish and Install 4" Thick Concrete Sidewalk. Bid Items No. A14, B17 and C19.
   A. METHOD OF MEASUREMENT. Furnish and Install 4" Thick Concrete Sidewalk shall be measured by the square foot.

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

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

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

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

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

3.27 Furnish and Install 6" Thick Gravel Driveway. Bid Item B20.
   A. METHOD OF MEASUREMENT. Furnish and Install 6" Thick Gravel Driveway shall be measured by the square foot.

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

3.28 Furnish and Install ADA Tactile Pad. Bid Items No. A17 and B21.
   A. METHOD OF MEASUREMENT. Furnish and Install ADA Tactile Pad shall not be measured.

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

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

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


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


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

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


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

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


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

B. BASIS OF PAYMENT. Payment for Remove and Reinstall Post Style Mailbox shall be paid for at the contract lump sum bid price listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials including but not limited to removing, protecting and re-installing the post style mailbox and all other operations, incidentals and costs required to complete this
portion of the work. **Note:** This work shall also include a requirement to provide a temporary mailbox so as to not interrupt mail delivery.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

   B. BASIS OF PAYMENT. Payment for Removal of Existing 4’ Chain Link Fence and Setting of New End Post to Accommodate Sidewalk Installation shall be paid for at the contract lump sum bid price listed in the bidder’s proposal and shall be considered complete compensation for all labor, equipment, and materials including but not limited to removal of the existing chain link fence sufficient to allow for installation of the new sidewalk and all other operations, incidentals and costs required to complete this portion of the work.
3.41 Removal of Existing Vinyl Fence and Concrete Foundation Wall to Accommodate Sidewalk Installation. Bid Item No. A27.

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

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

3.42 Bidder's Subscription

The BIDDER acknowledges that:

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

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

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

A. Date: 4-29-2019

B. Bidder's Signature: [Signature]

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

D. Title: President

END OF DOCUMENT
PART 1   GENERAL

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

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

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

   A. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda, receipt of which is hereby acknowledged: (List Addenda by Addendum Number and Date):
      
      | Add #1 | April 22, 2019 |
      | Add #2 | April 24, 2019 |
      | Add #3 | April 26, 2019 |

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

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

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

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

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

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

H. This Bid is genuine and not made in the interest of or on behalf of any
undisclosed person, firm or corporation and is not submitted in
conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

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

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

**Bid Price:**

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

<table>
<thead>
<tr>
<th>Example</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Low Bid $10,000</td>
<td>10</td>
</tr>
<tr>
<td>Bid of $12,000</td>
<td>8.4</td>
</tr>
<tr>
<td>Bid of $20,000</td>
<td>5</td>
</tr>
</tbody>
</table>

**Past Experience:**

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

**Approach to Project:**

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

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

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

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

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

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

PART 2 EXECUTION

2.1 BIDDER

A. The Bidder is as follows

Name: Miller Paving Inc.  
Address: P.O. Box 571039 Murray, UT 84157-1039  
Telephone number: 801-212-5922  
Facsimile number: 801-212-5974  
Tax identification number: 87-0371690  
Email: Sward@Millerpaving.com

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

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

Addenda’s #1, #2, #3
(list Addenda numbers here)
2 BIDDER'S SUBSCRIPTION
A. Date: 4.29.2019
B. Bidder's Signature: [Signature]
C. Please print Bidder's name here: Bob Miller
D. Title: President

END OF DOCUMENT
PART 1   GENERAL
1.1 BIDDER
   A. Name:  Miller Paving Inc.
   Address:  P.O. Box 571039
             Murray, UT 84157-1039
   
   B. Telephone Number:  801-262-5922
   C. Fax Number:  801-262-5974
   D. Email:  Sward@millerpaving.com

1.2 CONSTRUCTION CONTRACT
   A. The Construction Contract is known as

   2019 ROADWAY IMPROVEMENT PROJECTS

PART 2   REPORT
2.1 SUBCONTRACTOR AND SUPPLIER REPORT
   A. Failure of the Bidder to specify a Subcontractor for any portion of the
      Work constitutes an agreement by the Bidder that the Bidder is fully
      qualified to perform that portion, and that Bidder shall perform that
      portion.
   
   B. Bidder will be fully responsible to OWNER for the acts and omissions of
      Subcontractors and Suppliers and of persons either directly or indirectly
      employed by them, as Bidder is for the acts and omissions of persons
      employed by Bidder directly.
   
   C. Nothing contained in the Contract Documents shall create any
      contractual relationship between any Subcontractor or Supplier and the
      OWNER. Bidder agrees each subcontract with Bidder's Subcontractor
      will disclaim any third party or direct relationship between OWNER and
      any Subcontractor or Supplier.
D. The names and addresses of the Subcontractors and Suppliers who will work under the terms of the Contract Documents and the estimated dollar amount of each subcontract (in excess of 2 percent of the Bid sum) are set forth as follows.

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

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

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

PART 3  EXECUTION

3.1  EFFECTIVE DATE

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

3.2  BIDDER'S SUBSCRIPTION

   A. Bidder's signature: 

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

   C. Title: **President**

END OF DOCUMENT
DOCUMENT 00 43 37
WORK UNDER CONTRACT REPORT

PART 1 GENERAL
1.1 BIDDER

A. Name: Miller Paving Inc.

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

C. Telephone number: 801-202-5922

D. Email: sward@millerpaving.com

1.2 CONSTRUCTION CONTRACT

A. The Construction Contract is known as

2019 ROADWAY IMPROVEMENT PROJECTS

PART 2 REPORT
2.1 STATUS OF WORK UNDER CONTRACT

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

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

See attachment

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

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

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

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

March 2019
2019 Roadway Improvement Projects
MAJOR CONSTRUCTION PROJECTS IN PROGRESS

- Foxbridge Drive Reconstruction
  - Midvale City Corp
  - Sidewalk/ Curb & Gutter/ Asphalt Patching
  - Keith Ludwig (801)256-2574
  - ludwigk@midvale.com
- 2200 West Overlay Project
  - West Jordan City
  - Raise/Lower Manholes, Roto-mill, Asphalt Overlay
  - Maureen Casper (801)569-5043
  - maureen@wjordan.com
- Draper Recreation Center
  - Layton Construction
  - Curb & Gutter, Sidewalk, Grading & Paving
  - Landon Sherwood (801)568-9090
  - sherwood@laytonconstruction.com
- Midvale Middle New Road & Walkway
  - Canyon School District
  - Excavation, Subgrade, Grade, Pave, Storm Drain, Striping, Concrete Curb & Gutter, Sidewalk
  - Steve McCleary (801)826-5015
  - Steve.mccleary@canyonsdistrict.org

REFERENCES

GENERAL CONTRACTOR REFERENCES:

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

TRADE REFERENCES:

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

BANK REFERENCES:

- Zions Bank – Margaret Hawkins (801)294-4166 Bountiful Branch
- Signature Financial – Matt Cowley (801)263-8393
PART 3 EXECUTION
3.1 EFFECTIVE DATE
A. Bidder executes this status report and declares it to be a supplement to the Bid and in effect as of April 29, 2019.

3.2 BIDDER'S SUBSCRIPTION
A. Bidder's Signature: [Signature]

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

C. Title: President

END OF DOCUMENT
THIS PAGE LEFT BLANK INTENTIONALLY
1.1 BIDDER

A. Name: Miller Paving Inc

B. Address: P.O. Box 571039

Murray, UT 84157-1039

C. Telephone number: 801-262-5922

D. Email: Sword@millerpaving.com

1.2 CONSTRUCTION CONTRACT

A. The Construction Contract is known as

2019 ROADWAY IMPROVEMENT PROJECTS

PART 2 REPORT

2.1 BIDDER STATUS REPORT

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

1. Number of employees: 76

2. Bidder’s firm is: (check the following as applicable)

[✓] Independently owned and operated.

[ ] An affiliate of*

[ ] A subsidiary of*

[ ] A division of*

[ ] A business with gross revenue in excess of $________

[ ] A business with gross revenue below $________

* PARENT COMPANY:
Name: Miller Paving Inc.
Address: P.O. Box 571039
Murray, UT 84157-1039
Telephone Number: 801-262-5922
Facsimile Number: 801-262-5974

PART 3 EXECUTION
3.1 EFFECTIVE DATE
A. Bidder executes this status report and declares it to be a supplement
to the Bid and in effect as of April 29, 2019.

3.2 BIDDER'S SUBSCRIPTION
A. Bidder's Signature: [Signature]
B. Please print Bidder's name here: Bob Miller
C. Title: President

END OF DOCUMENT
SECTION 00 45 37

EMPLOYMENT STATUS VERIFICATION AFFIDAVIT

STATE OF UTAH

COUNTY OF Salt Lake

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

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

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

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

Signature of Affiant: [Signature]

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

NOTARY PUBLIC

END OF DOCUMENT
Document A310™ – 2010
Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Miller Paving, Inc.
PO Box 571039
Murray, UT 84157-1039

SURETY:
(Name, legal status and principal place of business)
Western Surety Company
151 N Franklin Street
Chicago, IL 60606
State of Inc: South Dakota

OWNER:
(Name, legal status and address)
Midvale City
7505 Holden Street
Midvale, UT 84047

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

PROJECT:
(Name, location or address, and Project number, if any)
2019 Roadway Improvement Project

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

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

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

Signed and sealed this 29th day of April, 2019

(Witness) [Signature]

(Principal) [Signature] (Seal)

(Witness) [Signature]

(Title) [Signature] (Seal)

(Witness) [Signature]

(Title) [Signature] (Seal)
State of UT ss:
County of Salt Lake

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

Tina Davis

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

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

My Commission Expires 11/18/2020

Lindsey Plattner Notary Public

[Seal]

[Stamp]

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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

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

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota County of Minnehaha } ss

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

My commission expires June 23, 2021

J. Mohr, Notary Public

CERTIFICATE

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

L. Nelson, Assistant Secretary

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.
2019 ROADWAY IMPROVEMENT PROJECT

Miller Paving Project Approach:

Phase 1 – Notify residents and businesses prior to commencing work
Phase 2 – Blue Stake Project
Phase 3 – Mobilization and Setup
Phase 4 – Traffic Control
Phase 5 – Demolition, Clear & Grub, Grade & Base.
Phase 6 – Concrete improvements
Phase 7 – Backfill and Prep for Asphalt tie ins.
Phase 8 – Notify the Residents and Public of road closures due to Paving Operations.
Phase 9 – Roto-mill Street and Asphalt Pave
Phase 10 – Landscape Repair
Phase 11 – Cleanup/ Walk Thru
Phase 12 - Demobilize
Phase 13 – Project Final Walk

Phase 1

Miller Paving will mail flyers and hand deliver to residents and businesses impacted by construction activities a minimum of 72 hours in advance. (Please see example
attached). We will work with the residents to identify any special needs they may have, such as garbage days, deliveries and disabilities.

**Phase 2**

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

**Phase 3**

Miller Paving will then start equipment mobilization and job setup.

**Phase 4**

Miller Paving will setup traffic control and barricades.

**Phase 5**

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

**Phase 6**

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

**Phase 7**

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

**Phase 8**

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

**Phase 9**

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

**Phase 10**

Miller Paving will follow up with any landscape repair.
**Phase 11**

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

**Phase 12**

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

**Phase 13**

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

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

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

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

Dear Residents,

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

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

Thank you in advance for your consideration.

Sincerely

MILLER PAVING, INC.

PROJECT SUPERVISOR: Bruce Cunningham

PHONE: 801-403-8544

PROJECT START DATE: 04/29/19

TENTATIVE PROJECT COMPLETION DATE: 06/15/19
STATEMENT OF QUALIFICATIONS

PROJECT TEAM

Owner and General Superintendent:

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

Project Superintendent/ Project Manager:

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

Assistant Project Manager:

Jamen Porter. Jamen has 18 years of experience in construction management and has been with Miller Paving Inc. for 27 years. Jamen facilitates the communication between the owner, engineer and Miller Paving; working out schedules, scope changes, change orders and billing. He has worked his way up through the company from a laborer on the asphalt crew to a superintendent and safety officer to lead estimator and project manager. Jamen’s experience in the field and in management make him a go to guy for all and a true asset to Miller Paving. Jamen was the lead project manager and estimator for several large tear out and replace projects to include:
Utah State Fairgrounds for the DFCM completed in 2018, Kennecott additional parking lots and paving projects for Crossroads Construction which is ongoing, Calvin Rampton for the DFCM completed in 2016, Waste Management for Waste Management National Services completed in 2016, Midvale 9th Ave reconstruction for Midvale City completed in 2016. Jamen is also our Head Estimator and Project Manager for our ongoing subdivision projects with Skinner Excavation.

**Assistant Project Superintendent:**

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

**Office Support Staff:**

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

Miller Paving consists of 76 current employees:

Superintendents: 7

Foreman: 9

Estimators: 7

Office Administration: 5

Mechanics: 6

Remainder: Grade/Concrete/Asphalt Field Crew
PROJECTS COMPLETED FOR MIDVALE CITY CORPORATION

1. MIDVALE 2017 ROADWAY IMPROVEMENT PROJECT

Completion: 2017

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

2. MIDVALE 9TH AVE ROADWAY RECONSTRUCTION

Completion: 2016

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

3. LENNOX STREET RECONSTRUCTION

Completion: 2016

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

4. HEATHER STREET RECONSTRUCTION

Completion: 2010

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

5. LASALLE – HOOVER STREETS

Completion: 2010

Scope of Work: Earthwork, grade, pave, concrete site work, utilities and landscape
6. COOLIDGE STREET RECONSTRUCTION
Completion: 2008
Scope of Work: Earthwork, grade, pave, concrete site work, utilities and landscape

7. PINE STREET RECONSTRUCTION
Completion: 2006
Scope of Work: Earthwork, grade, pave, concrete site work, utilities and landscape

8. ELM STREET RECONSTRUCTION
Completion: 2006
Scope of Work: Earthwork, grade, pave, concrete site work, utilities and landscape

9. LOCUST STREET RECONSTRUCTION
Completion: 2006
Scope of Work: Earthwork, grade, pave, concrete site work, utilities and landscape

We Thank You for Your Business throughout the years.

Sincerely,

Bob Miller
MAJOR ROAD PROJECTS COMPLETED

1. Murray City 6600 South Project
   Location: Murray, Utah
   Contracted with Murray City Corporation
   Superintendent: John Perryman
   Contract Amount: $615,328.10
   Completion Date: 10/01/18
   Material Supplier: Granite Construction, WindRiver Recycling
   Scope of Work: Earthwork, Fine Grading, Rotomill, Asphalt Paving, Sidewalk, Curb and Gutter, Drive Approaches, Storm Drain, Landscape Repair
   Contact: Chris Zawislak (801)712-9379

2. Midvale 2017 Roadway Improvement Project
   Location: Midvale City, Utah
   Contracted with Midvale City Corporation
   Superintendent: Bruce Cunningham
   Contract Amount: $213,906.00
   Completion Date: 08/01/2017
   Material Supplier: Granite Construction
   Scope of Work: Earthwork, Fine Grading, Asphalt Paving, Sidewalk, Curb and Gutter, Drive Approaches, Storm Drain, Landscape Repair
   Contact: Keith Ludwig (801)256-2574
3. **South Jordan City 2017 Overlay**
   Location: South Jordan, Utah
   Contracted with South Jordan City Corporation
   Superintendent: John Perryman
   Contract Amount: $1,402,409.50
   Completion Date: 09/01/17
   Material Supplier: Granite Construction
   Scope of Work: Mill and overlay, raise and lower valves.
   Contact: Deven Serr (801)253-5203 Ext# 1372

4. **Pepperwood Drive Sidewalk Project**
   Location: Sandy City, Utah
   Contracted with Sandy City Corporation
   Superintendent: Bruce Cunningham
   Contract Amount: $115,341.00
   Completion Date: 06/12/17
   Material Supplier: Granite Construction
   Scope of Work: Earthwork, Fine Grading, Asphalt Paving, Sidewalk, Curb and Gutter, Drive Approaches, Storm Drain, Landscape Repair
   Contact: Raymond Reeves (801)568-2981

5. **Midvale 9th Ave Reconstruction**
   Location: Midvale City, Utah
   Contracted with Midvale City Corporation
   Superintendent: Bruce Cunningham
   Contract Amount: $392,111.00
   Completion Date: 10/31/16
Material Supplier: Granite Construction

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

Contact: Keith Ludwig (801)256-2574

6. Chevy Chase Road Improvements

Location: Murray City, Utah

Contracted with Murray City Corporation

Superintendent: Kelly Rodgers

Contract Amount: $357,900.00

Completion Date: 07/31/16

Material Supplier: Granite Construction

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

Contact: Mike Pfeiffer (801)270-4050

7. Lennox Street Reconstruction

Location: Midvale, Utah

Contracted with Midvale City Corp

Superintendent: Bruce Cunningham

Contract Amount: $179,559.00

Completion Date: 05/31/16

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

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

Contact: Keith Ludwig (801)256-2574
8. **Park City Main Street**

   Location: Park City
   
   Contracted with Park City Municipal Corporation
   
   Superintendent: Bruce Cunningham
   
   Contract Amount: $923,393
   
   Completion Date: 2015
   
   Material Supplier: Granite Construction
   
   Scope of Work: Concrete Sidewalk, Curb and Gutter, archways and benches
   
   Contact: Kim Atkinson (435)615-5222

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

   Location: 5900 S. Murray Utah
   
   Contracted with Murray City Corporation
   
   Superintendent: Mark Picket
   
   Contract Amount: $3,097,899
   
   Completion Date: 12/2014
   
   Material Supplier: Granite Construction
   
   Scope of Work: Earthwork, Road Base, Asphalt Paving, Sidewalk, Pipe work, Landscape and Electrical
   
   Contact: Danny Astill (801)270-2443
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STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING
ACTIVE LICENSE

EFFECTIVE DATE:  11/30/2009
EXPIRATION DATE:  11/30/2019
ISSUED TO:  Miller Paving Incorporated
            PO BOX 571039
            MURRAY UT  841571039

REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)
292925-5501  Contractor With LRF  DBAs:  None Associated

E100, S400
Murray City Corporation
4646 South 500 West, Murray, UT 84123

BUSINESS LICENSE

THIS LICENSE EXPIRES 11/30/2019

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

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

This certifies that MILLER PAVING, INC. is authorized to conduct business as:
Heavy Construction NEC at: 5640 S Riley Ln

Date Issued: 11/15/2018
Employees: 52
Vehicles: 33

By ____________________________
Mayor

By ____________________________
City Recorder

This License is NOT Transferable
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BID OPENING: May 2, 2019, 2:00 p.m.

2019 Roadway Improvement Project
Midvale City  
2019 Roadway Projects

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Ranking

Recommendation: Award Project to Miller Paving
SUBJECT: Consideration of Resolution No. 2019-R-17 Approving Water Storage Lease Agreement with the Jordan Valley Water Conservancy District (JVWCD)

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

SUMMARY:

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

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

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

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

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

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

STAFF’S RECOMMENDATION AND MOTION:

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

Attachments:

Resolution Agreement
RESOLUTION NO. 2019-R-17

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

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

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

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

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

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

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

APPROVED AND ADOPTED this 21st day of May 2019.

__________________________________________
Robert M. Hale, Mayor

ATTEST:

______________________________
Rori L. Andreason, MMC
City Recorder

Voting by the City Council | “Aye” | “Nay”
--- | --- | ---
Bryant Brown |  |  
Paul Glover |  |  
Quinn Sperry |  |  
Paul Hunt |  |  
Dustin Gettel |  |  
WATER STORAGE LEASE AGREEMENT

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

RECITALS:

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

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

C. The City purchases wholesale water from the District;

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

E. The City and the District entered into a Memorandum of Understanding in 2014, which defined the parties’ intent to supply the Union and Jordan area in Salt Lake County with increased water deliveries from the District and for the provision of interim water storage by the District for the City’s benefit;
F. The City desires to lease four and eight tenths (4.8) million gallons of finished water storage capacity for a period of ten (10) years;

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

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

TERMS:

The parties agree as follows:

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

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

3. (a) In consideration for the District’s cost to construct, operate, and maintain its storage tank facilities, and as payment for the City Storage, the City shall pay
the District Ninety Six Thousand and 00/100 Dollars ($96,000.00) each year during the term of this Agreement, with the first payment due on the Effective Date and subsequent annual payments on the anniversary of the Effective Date.

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

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

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

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

6. (a) The parties acknowledge that the City’s meter stations are at locations where the effects of storage moderating the City’s peak demands from the District cannot be measured accurately.
(b) The City shall be given a total demand credit of Four Thousand Thirty Two (4,032) gallons per minute on the peak hourly demands of its flows measured at the following meter stations: at 7613 South 700 East and at 987 East 7800 South in Salt Lake County, Utah.

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

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

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

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

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

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

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

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

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

15. Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations by reason of earthquakes or other natural disaster; strikes or other labor unrest; power failures; civil or military emergencies; acts of legislative, judicial, executive, or administrative authorities; or any other circumstances which are not within its reasonable control.
16. Any notice, communication, or payment required or allowed by this Agreement shall be mailed or hand-delivered to each party as follows:

If to the District, to:

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

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

With a copy to:  
Midvale City  
Attn: Kane Loader, City Manager  
7505 South Holden Street  
Midvale, UT 84047

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

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

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

MIDVALE CITY

ATTEST:

By: ____________________________
   ____________________________
   Its Mayor

“District”:

JORDAN VALLEY WATER CONSERVANCY DISTRICT

ATTEST:

By: ____________________________
   ____________________________
   Its Chair

________________________________________
City Recorder

________________________________________
Richard P. Bay
District Clerk
STATE OF UTAH )
COUNTY OF SALT LAKE )

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

____________________________________
NOTARY PUBLIC, residing in
(SEAL)

My commission expires:
_____________________

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STATE OF UTAH )
COUNTY OF SALT LAKE )

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

____________________________________
NOTARY PUBLIC, residing in
(SEAL)

My commission expires:
_____________________

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

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

SUMMARY:

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

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

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

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

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

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

STAFF’S RECOMMENDATION AND MOTION:

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

Attachments:

Resolution Agreement
RESOLUTION NO. 2019-R-18

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

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

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

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

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

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

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

APPROVED AND ADOPTED this 21st day of May 2019.

Robert M. Hale, Mayor

ATTEST:

Rori L. Andreason, MMC
City Recorder

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<th>Voting by the City Council</th>
<th>“Aye”</th>
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AGREEMENT FOR CONSTRUCTION AND COST-SHARING OF THE JWWCD RETAIL TAKEOVER DESIGN PROJECT

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

RECITALS:

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

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

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

D. The District desires to include in the Project improvements to the District's existing waterlines, as described on attached Exhibit 1 (the “District Improvements”);
E. The City has caused plans and specifications to be prepared for the District Improvements;

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

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

TERMS:

The parties agree as follows:

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

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

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

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

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

(d) Prior to and during the construction of the District Improvements, the City shall cause the Contractor to furnish the following to the District at such times as the District may reasonably request: (i) proof the Contractor holds a valid contractor’s license from the State of Utah; (ii) proof of the Contractor’s public liability, property damage, and vehicle liability insurance in the principal amount of $1,000,000.00, naming the District and the City, and their trustees, officers, agents, and employees as additional insureds; (iii) a performance bond and a payment bond for the full cost of the construction of the District Improvements with sureties and with such terms as are required by the Plans and Specifications; and, (iv) a guarantee from the Contractor, as required by the Plans and Specifications, which warrants that the workmanship and materials of the District
Improvements shall be free from defects for a period of at least one (1) year following completion of construction. The insurance coverage required in this paragraph shall not be canceled or materially altered until after thirty (30) days written notice to the District.

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

(b) If the City or the Contractor proposes any change(s) to the District Improvements in the Plans and Specifications previously approved by the District, the City shall provide written notice of each proposal to the District. The District shall, in turn, communicate to the City its approval or denial of each proposal within fifteen (15) business
days following receipt of the City’s notice. If, however, applicable law or the District’s policies and procedures preclude a response from the District within that fifteen (15) day period, the District shall have such longer time period as the law or policies/procedures may allow, but in no event more than forty-five (45) days following receipt of the City’s notice.

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

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

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

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

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

   (d) The City shall require the Contractor to itemize all costs paid and/or incurred in the construction of the District Improvements. At such time as the Contractor forwards an invoice to the City for any appropriate costs, the City shall forward a copy of the invoice to the District.
(e) The District shall review the invoice(s) and shall, within thirty (30) business days following receipt of the invoice(s) by the District, reimburse the City for appropriate actual costs, as set forth in the invoice(s). All funds tendered to the City by the District under this Agreement shall constitute reimbursement of actual costs incurred by the City or paid by the City to the Contractor in connection with the District Improvements.

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

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

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

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

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

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

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

13. The parties shall comply with all applicable federal, state, and local laws and ordinances in the performance of this Agreement. Any terms which the parties as governmental entities are mandated by law to include in this Agreement shall be considered part of this Agreement.
14. This Agreement cannot be amended except by a written instrument signed by the parties.

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

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

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

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

If to the District, to:

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

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

With a copy to:

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

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

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

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

“City”:

MIDVALE CITY

ATTEST:

__________________________________________  By:  ________________________________
City Recorder

__________________________________________  Its Mayor

“District”:

JORDAN VALLEY WATER CONSERVANCY DISTRICT

ATTEST:

__________________________________________  By:  ________________________________
Richard P. Bay
District Clerk

__________________________________________  Its Chair
Corey L. Rushton
STATE OF UTAH )
   :ss.
COUNTY OF SALT LAKE )

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

____________________________________
Notary Public

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

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

____________________________________
Notary Public
MIDVALE CITY

JVWCD RETAIL AREA TAKEOVER DESIGN

DISTRICT IMPROVEMENTS

JANUARY 2019

STATE OF UTAH

PROJECT LOCATION
(SEE SHEET 0-3 FOR LOCATIONS)

HANSEN, ALLEN & LUCE DESIGN TEAM

MARVIN E. ALLEN, P.E. — PRINCIPAL-IN-CHARGE
TYLER G. ALLEN, P.E. — PROJECT MANAGER/ENGINEER
NOTES:

1. CONTRACTOR SHALL PUT HOLE UTILITIES AT ALL CROSSINGS 20" IN ADVANCE OF LAYING PIPE TO ALLOW FOR ADJUSTMENTS OF NEW PIPELINE GRADE TO AVOID CONFLICTS.

2. EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR MUST FIELD VERIFY ALL EXISTING UTILITIES.

3. DEFLECTION IN PVC PIPE JOINTS SHALL NOT EXCEED 1 Degree or MANUFACTURER'S PUBLISHED ALLOWED DEFLECTION.

4. DEFLECTION IN DIP SIEVES AND FITTINGS SHALL NOT EXCEED 3 Degrees or MANUFACTURER'S PUBLISHED ALLOWED DEFLECTION.

5. TEST PRESSURE FOR PIPE SHALL BE 20 PSI.

6. ALL CONNECTIONS TO EXISTING WATERLINES (EXCEPT THOSE SHOWN NOT SHOWN) ARE OF EXISTING WATERLINES SHALL NOT BE EXECUTED UNTIL 100% COMPLETION OF MACHINE TESTING.

7. NO JOINTS OR FITTINGS SHALL BE INSTALLED WITHIN 1' OF AN EXISTING GROIN CROSSINGS UNLESS OTHERWISE SPECIFIED IN DRAWINGS OR APPROVED BY MIDVALE CITY.

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

KEY NOTES:

1. REPLACE EXISTING GALVANIZED WATER SERVICE WITH TYPE "B" COPPER PIPE AND CONNECT TO NEW 10" WATERLINE.

2. CUT, CAP, AND ABANDON EXISTING WATERLINE, INCLUDING REMOVE VALVE AND VALVE BOX WHERE PERTINENT AND PLUG AND REPAIR THE JORDAN VALLEY 10" WATERLINE (SHOULDER TO PLOWLINE) AT BOUNDARY WITHIN 10' OF PIPE TO BOTTOM OF ASPHALT.

3. PAYMENT OF THIS MAJOR UTILITY WILL BE PAID FOR UNDER BIG ITEM C/L. ALL OTHER UTILITIES ARE REQUIRED TO BE PAIRED, BUT PAYMENT IS TO BE INCLUDED IN THE UNIT PRICE FOR PIPELINE INSTALLATION.
**Key Notes**

1. Replace existing galvanized water service with Type "K" copper pipe and connect to new 1" waterline.

2. Cut, cap, and abandon existing waterline, remove valve box, valve, and plug and restimulate upon completion of the project (Carson Valley 16" waterline) (work to be completed between 5 PM to 8 AM).

3. Potting of this major utility will be paid for under the fee F 15. All other utilities are required to be penciled, but payment is to be included in the line price for pipeline installation.

Note:

1. Contractor shall pot hole utilities at all crossings 500' in advance of laying pipe to allow for adjustments of new pipeline grade to avoid conflicts.

2. Existing utility locations shown are approximate. Contractor must field verify all existing utilities.

3. Deflection in PVC pipe joints shall not exceed 1 degree or manufacturer's published allowed deflection.

4. Deflection in dip bends and fittings shall not exceed 3 degrees or manufacturer's published allowed deflection.

5. Test Pressure for pipe shall be 200 PSI.

6. All connections to existing waterlines (except those being hot tapped) & abandoned water service shall not be executed until successful completion of mainline testing.

7. No joints or fittings shall be installed within 10' of known geologic cross-section unless otherwise specified in drawings or approved by Midvale City.
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>C.8</td>
<td>Remove Valve, Valve Box, and Plug Tee on Existing Waterline (Jordan Valley 16&quot; Waterline) - 900 East</td>
<td>7</td>
<td>EA</td>
<td>$4,980</td>
<td>$34,860</td>
</tr>
<tr>
<td>C.10</td>
<td>Turn Off Corp Stop &amp; Cut Service - 900 East</td>
<td>1</td>
<td>EA</td>
<td>$3,460</td>
<td>$3,460</td>
</tr>
<tr>
<td>F.9</td>
<td>Remove Valve, Valve Box, and Plug Tee on Existing Waterline (Off Work Hours) - Chapel Hill Drive</td>
<td>3</td>
<td>EA</td>
<td>$4,240</td>
<td>$12,720</td>
</tr>
<tr>
<td>F.18</td>
<td>Turn off Corp Stop &amp; Cut Service - Chapel Hill Drive</td>
<td>4</td>
<td>EA</td>
<td>$2,335</td>
<td>$9,340</td>
</tr>
<tr>
<td>G.7</td>
<td>Install 2&quot; Water Service - 1175 East 7800 South</td>
<td>1</td>
<td>LS</td>
<td>$11,650</td>
<td>$11,650</td>
</tr>
<tr>
<td>H.10</td>
<td>Remove Valve, Valve Box, and Plug Tee on Existing Jordan Valley Waterline - 900 East Essex Court Way Connection</td>
<td>2</td>
<td>EA</td>
<td>$5,040</td>
<td>$10,080</td>
</tr>
<tr>
<td>H.11</td>
<td>Remove Valve, Valve Box, and Plug Tee on Existing Jordan Valley Waterline (Off Work Hours) - 7070 South Union Park Ave Connection, 1191 East 7575 South Connection, &amp; 1000 East Ridge Hill Ln. Connection, 1020 East South Union Ave. Connection, Union Park Ave. 7800 South, 7250 South Union Park Ave.</td>
<td>5</td>
<td>EA</td>
<td>$5,210</td>
<td>$26,050</td>
</tr>
</tbody>
</table>

Total Cost of District Improvements: $108,160
EXHIBIT 3
BILL OF SALE

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

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

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

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

Dated: ___________________________  By: ___________________________
Its: ___________________________
SUBJECT: Consideration of Resolution No. 2019-R-19
Amending Midvale City’s water purchase agreement with Jordan Valley Water Conservancy District

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

SUMMARY:

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

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

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

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

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

STAFF’S RECOMMENDATION AND MOTION:

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

Attachments:

Resolution Agreement
RESOLUTION NO. 2019-R-19

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

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

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

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

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

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

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

APPROVED AND ADOPTED this 21st day of May 2019.

Robert M. Hale, Mayor

ATTEST:

Rori L. Andreason, MMC
City Recorder

Voting by the City Council | “Aye” | “Nay”
--- | --- | ---
Bryant Brown | _____ | _____
Paul Glover | _____ | _____
Quinn Sperry | _____ | _____
Paul Hunt | _____ | _____
Dustin Gettel | _____ | _____
AMENDMENT TO MIDVALE CITY WATER PURCHASE AGREEMENT
AND PETITION

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

RECITALS:

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

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

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

TERMS:

The parties agree as follows:

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

2. Exhibit B of the Contract is hereby amended to read as set forth on Attachment 2 to this Agreement.
3. Exhibit C of the Contract is hereby amended to read as set forth in Attachment 3 to this Agreement.

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

“District”:

ATTEST: Jordan Valley Water Conservancy District

__________________________ By: ____________________________
Richard P. Bay, Clerk

Its: __________________________

“Purchaser”:

ATTEST: Midvale City

__________________________ By: ____________________________

Its: __________________________
EXHIBIT A

MINIMUM AMOUNT OF WATER

<table>
<thead>
<tr>
<th>YEAR</th>
<th>MINIMUM AMOUNT (AF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>2,450</td>
</tr>
<tr>
<td>2020, and each year thereafter</td>
<td>3,085</td>
</tr>
</tbody>
</table>
EXHIBIT B

POINTS OF DELIVERY, CAPACITY, AND FLOW RATES

<table>
<thead>
<tr>
<th>ADDRESS</th>
<th>METER INFORMATION</th>
<th>CONTRACT CAPACITY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>DIAMETER (INCHES)</td>
<td>MAXIMUM DAILY FLOW RATES(^{(a)}) (GPM)</td>
</tr>
<tr>
<td>NON-PUMPED:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>175 East 7500 South (East)</td>
<td>6”</td>
<td>50</td>
</tr>
<tr>
<td>175 East 7500 South (West)</td>
<td>6”</td>
<td>0</td>
</tr>
<tr>
<td>175 West 7500 South</td>
<td>10”</td>
<td>50</td>
</tr>
<tr>
<td>7613 South 700 East</td>
<td>16”</td>
<td>1,064</td>
</tr>
<tr>
<td>1200 East 9400 South</td>
<td>12”</td>
<td>200</td>
</tr>
<tr>
<td>1000 East 7800 South</td>
<td>14”</td>
<td>549</td>
</tr>
<tr>
<td>2019 and thereafter TOTAL:</td>
<td></td>
<td>1,913 GPM</td>
</tr>
</tbody>
</table>

Notes:

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

WATER RATE EFFECTIVE THROUGH JUNE 30, 2019

<table>
<thead>
<tr>
<th>PRESSURE ZONE</th>
<th>RATE ($/AF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-pumped</td>
<td>$377.46</td>
</tr>
</tbody>
</table>

Notes:
SUBJECT: Discussion of Municipal Fee Schedule

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

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

FISCAL IMPACT: Exact dollar amount unknown.

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

Attachments: Proposed Municipal Fee Schedule
## MIDVALE CITY

### MUNICIPAL FEE SCHEDULE FOR FY 2019

<table>
<thead>
<tr>
<th>Description</th>
<th>Current FY 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Administrative Fees</strong></td>
<td></td>
</tr>
<tr>
<td>Return Check (NSF, etc.)</td>
<td>$30.00</td>
</tr>
<tr>
<td><strong>Animal Control Fees: Refer to the latest fee schedule adopted by Salt Lake County Animal Services</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Building Permit Fees</strong></td>
<td></td>
</tr>
<tr>
<td>Building Permit Fees</td>
<td>Contact Building Official</td>
</tr>
<tr>
<td><strong>Building Rental Fees</strong></td>
<td></td>
</tr>
<tr>
<td>Alexander Dahl Community Room</td>
<td></td>
</tr>
<tr>
<td>- Rental Fee up to 4 hour usage</td>
<td>$120 plus employee overtime</td>
</tr>
<tr>
<td>- Rental Fee for 4.5 hour usage and above</td>
<td>$120 plus employee overtime</td>
</tr>
<tr>
<td>- ADDITIONAL FEES MAY APPLY</td>
<td>See Use Agreement</td>
</tr>
<tr>
<td>Midvale Community Center</td>
<td></td>
</tr>
<tr>
<td>- Rental Fee up to 4 hour usage</td>
<td>$120 plus employee overtime</td>
</tr>
<tr>
<td>- Rental Fee for 4.5 hour usage and above</td>
<td>$120 plus employee overtime</td>
</tr>
<tr>
<td>- ADDITIONAL FEES MAY APPLY</td>
<td>See Use Agreement</td>
</tr>
<tr>
<td>Bingham Junction Park Pavilion</td>
<td></td>
</tr>
<tr>
<td>- Half Day 10am to 4 pm - Resident or Midvale Business</td>
<td>$25</td>
</tr>
<tr>
<td>- Half Day 10 am to 4 pm - Non-Resident or Non-Midvale Business</td>
<td>$50</td>
</tr>
<tr>
<td>- Full Day - Resident or Midvale Business</td>
<td>$40</td>
</tr>
<tr>
<td>- Full Day - Non-Resident or Non-Midvale Business</td>
<td>$80</td>
</tr>
<tr>
<td>City Park Bowery</td>
<td></td>
</tr>
<tr>
<td>Resident</td>
<td>$150.00</td>
</tr>
<tr>
<td>Non-Resident</td>
<td>$200.00</td>
</tr>
<tr>
<td>Auditorium Performing Arts Center (Arts Council)</td>
<td></td>
</tr>
</tbody>
</table>
## MUNICIPAL FEE SCHEDULE FOR FY 2019

### Resident
- **$500 Deposit - $75/day plus any departmental impact fees**

### Non-Resident
- **$500 Deposit - $125/day plus any departmental impact fees**

### City Park Amphitheater (Arts Council)
- **Resident**
  - **$500 Deposit - $150/day plus any departmental impact fees**
- **Non-Resident**
  - **$500 Deposit - $200/day plus any departmental impact fees**

### Home Occupation Base Fee
- **$94.00**

### Commercial Business Base Fee
- **$137.00**

### Commercial, Home Occupation and Rental Renewal
- **$19.00**

### Non-Rental Renewal
- **$19.00**

### Rental Base Fee
- **$60.00**
  - **$143.00**

### Rental Renewal
- **$102.00**

### Good Landlord Single Family Non-participatory (per door)
- **$80.00**

### Good Landlord Single Family Non-participatory - Renewal (per door)
- **$80.00**

### Good Landlord Duplex Non-participatory (per door)
- **$42.00**

### Good Landlord Duplex Non-participatory - Renewal (per door)
- **$42.00**

### Good Landlord Apartments 3+ Non-participatory (per door)
- **$33.00**

### Good Landlord Apartments 3+ Non-participatory - Renewal (per door)
- **$33.00**

### Good Landlord Participating (per door, all)
- **$7.00**

### Good Landlord Participating - Renewal (per door, all)
- **$7.00**

### Beauty Salon Booth Rental
- **$68.00**

### Mass Gathering
- **$20.00**

### Itinerant Merchant Base Fee
- **$100.00**

### Solicitor
- **$45.00**

**SOB/Escort**
- **$84.00** each principal, escort, driver, or bodyguard - Requires Background

### Alcohol Establishment
- **$300.00**

### Alcohol - Single Event
- **$25.00**

### Bar/Lounge
- **$215.00**
## MIDVALE CITY

### MUNICIPAL FEE SCHEDULE FOR FY 2019

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>CURRENT FY 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Big Box Retail</td>
<td>$400.00</td>
</tr>
<tr>
<td>Commercial Retail</td>
<td>$110.00</td>
</tr>
<tr>
<td>Convenience/Gas</td>
<td>$100.00</td>
</tr>
<tr>
<td>Construction/Contractor</td>
<td>$50.00</td>
</tr>
<tr>
<td>Education</td>
<td>$500.00</td>
</tr>
<tr>
<td><strong>Food Truck</strong></td>
<td><strong>$25.00</strong></td>
</tr>
<tr>
<td>Health</td>
<td>$500.00</td>
</tr>
<tr>
<td>Hotels</td>
<td>$180.00</td>
</tr>
<tr>
<td>Pawn Shop</td>
<td>$400.00</td>
</tr>
<tr>
<td>Personal Services</td>
<td>$50.00</td>
</tr>
<tr>
<td>Professional Services</td>
<td>$30.00</td>
</tr>
<tr>
<td>Rental Units</td>
<td>$83.00</td>
</tr>
<tr>
<td>Restaurant</td>
<td>$300.00</td>
</tr>
<tr>
<td>Storage Units</td>
<td>$330.00</td>
</tr>
<tr>
<td>Taxi</td>
<td>$60.00 per vehicle</td>
</tr>
<tr>
<td>Tobacco</td>
<td>$22.00</td>
</tr>
<tr>
<td><strong>Vending Carts</strong></td>
<td><strong>$18.00</strong></td>
</tr>
</tbody>
</table>

### Business Bonding Fees

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Christmas tree sales</td>
<td>$200.00</td>
</tr>
<tr>
<td>Auctions and auctioneers</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Pawn shops, secondhand dealers</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Public recreation</td>
<td>$1,000,000.00 bodily injury (per person and per occasion)</td>
</tr>
<tr>
<td>Fireworks</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Sexually oriented businesses</td>
<td>$2,000.00 (replenishable)</td>
</tr>
</tbody>
</table>

### Cemetery Fees

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sale Price of Burial Lots:</td>
<td></td>
</tr>
<tr>
<td>Resident</td>
<td>$650.00</td>
</tr>
</tbody>
</table>
## MIDVALE CITY

### MUNICIPAL FEE SCHEDULE FOR FY 2019

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

#### MUNICIPAL FEE SCHEDULE FOR FY 2019

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>CURRENT FY 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Offense, Maximum Civil Fee - $1,500</td>
<td></td>
</tr>
<tr>
<td>Civil Fee per Day, Second Offense - $60</td>
<td></td>
</tr>
<tr>
<td>Second Offense, Maximum Civil Fee - $3,000</td>
<td></td>
</tr>
</tbody>
</table>

**Weeds**
- Civil Fee per Day, First Offense - $30
- First Offense, Maximum Civil Fee - $1,500
- Civil Fee per Day, Second Offense - $60
- Second Offense, Maximum Civil Fee - $3,000

**Landscaping**
- Civil Fee per Day, First Offense - $30
- First Offense, Maximum Civil Fee - $1,500
- Civil Fee per Day, Second Offense - $60
- Second Offense, Maximum Civil Fee - $3,000

**Signs**
- Civil Fee per Day, First Offense - $30
- First Offense, Maximum Civil Fee - $1,500
- Civil Fee per Day, Second Offense - $60
- Second Offense, Maximum Civil Fee - $3,000

**Fences**
- Civil Fee per Day, First Offense - $30
- First Offense, Maximum Civil Fee - $1,500
- Civil Fee per Day, Second Offense - $60
- Second Offense, Maximum Civil Fee - $3,000

**Dumping**
- Civil Fee per Day, First Offense - $30
- First Offense, Maximum Civil Fee - $1,500
- Civil Fee per Day, Second Offense - $60
- Second Offense, Maximum Civil Fee - $3,000

**No building permit; no business license**
- Civil Fee per Day, First Offense - $30
- First Offense, Maximum Civil Fee - $1,500
- Civil Fee per Day, Second Offense - $60
- Second Offense, Maximum Civil Fee - $3,000
# MUNICIPAL FEE SCHEDULE FOR FY 2019

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

### MUNICIPAL FEE SCHEDULE FOR FY 2019

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

**MUNICIPAL FEE SCHEDULE FOR FY 2019**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>CURRENT FY 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conditional Use Permit</td>
<td>$250.00</td>
</tr>
<tr>
<td>Administrative Conditional Use</td>
<td>$250.00</td>
</tr>
<tr>
<td>Administrative Conditional Use - Chickens; Apiaries</td>
<td>$75.00</td>
</tr>
<tr>
<td>Preliminary Site Plan</td>
<td>$640.00</td>
</tr>
<tr>
<td>Final Site Plan</td>
<td>$1,090.00</td>
</tr>
<tr>
<td>Preliminary Condominium</td>
<td>$900.00</td>
</tr>
<tr>
<td>Development Agreement</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Lot Line Adjustment</td>
<td>$125.00</td>
</tr>
<tr>
<td>Sign Permit</td>
<td>Based on Sign Value Per Resolution 2/26/02C</td>
</tr>
<tr>
<td>Temporary Sign Permit</td>
<td>$10.00</td>
</tr>
<tr>
<td>Text Amendment</td>
<td>$630.00</td>
</tr>
<tr>
<td>Property Vacation</td>
<td>$800</td>
</tr>
<tr>
<td>Appeal</td>
<td>$500.00</td>
</tr>
<tr>
<td>Variance</td>
<td>250</td>
</tr>
</tbody>
</table>

*More than one plat will result in an additional per plat charge of $250.00*
## MIDVALE CITY

### MUNICIPAL FEE SCHEDULE FOR FY 2019

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

### MUNICIPAL FEE SCHEDULE FOR FY 2019

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>CURRENT FY 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Road Cuts</strong></td>
<td></td>
</tr>
<tr>
<td>Permit</td>
<td>$100 per cut for 400 sq. ft. &amp; under</td>
</tr>
<tr>
<td></td>
<td>$.25/sq.ft. over 400 sq. ft.</td>
</tr>
</tbody>
</table>

### Residential/Commercial/Industrial

<table>
<thead>
<tr>
<th>Single Dwelling</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Base fee</td>
<td>22.74</td>
</tr>
<tr>
<td>Usage fee per 1,000 gallons of average winter water usage</td>
<td>1.91</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Multi Dwelling</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Base fee - First Unit</td>
<td>22.74</td>
</tr>
<tr>
<td>Additional Unit (Each)</td>
<td>18.87</td>
</tr>
<tr>
<td>Usage fee per 1,000 gallons of average winter water usage</td>
<td>1.91</td>
</tr>
</tbody>
</table>

### Lifeline discount of 45% available on base fee if qualified for Salt Lake County Circuit Breaker property tax relief

<table>
<thead>
<tr>
<th>Sewer Connection Fees all areas</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>4&quot; Connection</td>
<td></td>
</tr>
<tr>
<td>First Unit</td>
<td>$500.00</td>
</tr>
<tr>
<td>Second Unit</td>
<td>$200.00</td>
</tr>
<tr>
<td>6&quot; Connection</td>
<td></td>
</tr>
<tr>
<td>First Unit</td>
<td>$700.00</td>
</tr>
<tr>
<td>Second Unit</td>
<td>$200.00</td>
</tr>
</tbody>
</table>

### Storm Water

<table>
<thead>
<tr>
<th>Equivalent Residential Unit (ERU)=3,000 square feet</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$8.00: $9.00 per month</td>
<td></td>
</tr>
</tbody>
</table>

Lifeline discount of 45% available if qualified for Salt Lake County Circuit Breaker property tax relief

---
**MIDVALE CITY**

**MUNICIPAL FEE SCHEDULE FOR FY 2019**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>CURRENT FY 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single family residential and duplex parcels constitute one ERU. No charges apply to undeveloped parcels. Charge for all other parcels is computed by multiplying the total ERUs for a parcel by the monthly rate. Total ERUs are calculated by dividing total square feet of impervious surface by three thousand square feet (one ERU). A service charge credit is available for non-single family residential customers that exceed the city's stormwater development standards and/or reduce the city's downstream costs in providing stormwater capacity.</td>
<td></td>
</tr>
</tbody>
</table>

**Waste Collection Fees**

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Can</td>
<td>$8.75 $9.62 per month</td>
</tr>
<tr>
<td>Recycling</td>
<td>$2.98 $3.28 per month</td>
</tr>
<tr>
<td>Each additional can</td>
<td>$8.75 $9.62 month (Not Subject to Circuit Breaker)</td>
</tr>
<tr>
<td>Bulky Waste Dumpster</td>
<td>$200.00 ($150 deposit may be required)</td>
</tr>
<tr>
<td>Green Waste Dumpster</td>
<td>$180.00 ($150 deposit may be required)</td>
</tr>
</tbody>
</table>

Lifeline discount of 45% available if qualified for Salt Lake County Circuit Breaker property tax relief

**Water Rates**

<table>
<thead>
<tr>
<th>Residential/Commercial/Industrial</th>
<th>AREA #1</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Base rate by Meter size:</strong></td>
<td></td>
</tr>
<tr>
<td>3/4&quot;</td>
<td>16.83  $18.01</td>
</tr>
<tr>
<td>1&quot;</td>
<td>23.56  $25.21</td>
</tr>
<tr>
<td>1.5&quot;</td>
<td>30.29  $32.41</td>
</tr>
<tr>
<td>2&quot;</td>
<td>48.79  $52.21</td>
</tr>
<tr>
<td>3&quot;</td>
<td>185.09 $198.05</td>
</tr>
<tr>
<td>4&quot;</td>
<td>235.56 $252.05</td>
</tr>
<tr>
<td>6&quot;</td>
<td>353.32 $378.05</td>
</tr>
</tbody>
</table>

Usage fee per 1,000 gallons

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Peak (June-September)</td>
<td>$1.66 $1.78    (Not Subject to Circuit Breaker)</td>
</tr>
<tr>
<td>Off-peak (October - May)</td>
<td>$1.16 $1.24  (Not Subject to Circuit Breaker)</td>
</tr>
</tbody>
</table>

Lifeline discount of 45% available on base fee if qualified for Salt Lake County Circuit Breaker property tax relief
## MUNICIPAL FEE SCHEDULE FOR FY 2019

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>CURRENT FY 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fireline service</td>
<td>$10.15 per month</td>
</tr>
<tr>
<td>Residential/Commercial/Industrial</td>
<td>AREA #2</td>
</tr>
<tr>
<td><strong>Base rate by Meter size:</strong></td>
<td></td>
</tr>
<tr>
<td>3/4&quot;</td>
<td>$20.59</td>
</tr>
<tr>
<td>1&quot;</td>
<td>$28.81</td>
</tr>
<tr>
<td>1.5&quot;</td>
<td>$37.05</td>
</tr>
<tr>
<td>2&quot;</td>
<td>$59.70</td>
</tr>
<tr>
<td>3&quot;</td>
<td>$226.40</td>
</tr>
<tr>
<td>4&quot;</td>
<td>$288.16</td>
</tr>
<tr>
<td>6&quot;</td>
<td>$432.23</td>
</tr>
<tr>
<td><strong>Usage fee per 1,000 gallons</strong></td>
<td></td>
</tr>
<tr>
<td>Peak (June-September)</td>
<td>$1.83 - $1.87 (Not Subject to Circuit Breaker)</td>
</tr>
<tr>
<td>Off-peak (October - May)</td>
<td>$1.27 - $1.29 (Not Subject to Circuit Breaker)</td>
</tr>
<tr>
<td><strong>Lifeline discount of 45% available on base fee if qualified for Salt Lake County Circuit Breaker property tax relief</strong></td>
<td></td>
</tr>
<tr>
<td>Fireline service</td>
<td>$10.15 per month</td>
</tr>
<tr>
<td>Residential/Commercial/Industrial</td>
<td>AREA #3</td>
</tr>
<tr>
<td><strong>Base rate by Meter size:</strong></td>
<td></td>
</tr>
<tr>
<td>3/4&quot;</td>
<td>$21.67</td>
</tr>
<tr>
<td>1&quot;</td>
<td>$30.33</td>
</tr>
<tr>
<td>1.5&quot;</td>
<td>$39.01</td>
</tr>
<tr>
<td>2&quot;</td>
<td>$62.82</td>
</tr>
<tr>
<td>3&quot;</td>
<td>$238.28</td>
</tr>
<tr>
<td>4&quot;</td>
<td>$303.26</td>
</tr>
<tr>
<td>6&quot;</td>
<td>$454.91</td>
</tr>
<tr>
<td><strong>Usage fee per 1,000 gallons</strong></td>
<td></td>
</tr>
<tr>
<td>Peak (June-September)</td>
<td>$1.87 (Not Subject to Circuit Breaker)</td>
</tr>
</tbody>
</table>
## MUNICIPAL FEE SCHEDULE FOR FY 2019

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