PUBLIC NOTICE

Notice is hereby given that the Tooele City Council will meet in a Business Meeting on Wednesday, March 4, 2026 at the hour of 7:00 p.m. The meeting will be held in the Tooele City Hall Council Chambers, located at 90 North Main Street, Tooele, Utah. The complete public notice is posted on the Utah Public Notice Website www.utah.gov, the Tooele City Website www.tooelecity.gov, and at Tooele City Hall. To request a copy of the public notice or for additional inquiries please contact Shilo Baker, City Recorder at (435)843-2111 or shilob@tooelecity.gov.

*Tooele City public meetings may be recorded and transcribed for documentation and quality assurance purposes. By attending this meeting, you consent to being recorded. If you do not consent, we encourage you to join the City Council meeting electronically by visiting the Tooele City YouTube Channel, at **https://www.youtube.com/@tooelecity** or by going to YouTube.com and searching "Tooele City Channel". If you are attending electronically and would like to submit a written comment for the public comment period or for a public hearing item, please email **cmpubliccomment@tooelecity.gov**. If submission by email is not an option, written comments may be submitted to the City Recorder. Written comments must be submitted no later than the day prior to the meeting. Written comments will be addressed at the designated points in the meeting.*

AGENDA

1. **Pledge of Allegiance**

2. **Roll Call**

3. **Mayor's Youth Recognition Awards**

4. **Public Comment Period**

5. **Public Hearing and Motion on Resolution 2026-10** A Resolution of the Tooele City Council Approving Budget Amendments for Fiscal Year 2025-2026
   Presented by Shannon Wimmer, Finance Director

6. **Resolution 2026-09** A Resolution of the Tooele City Council Acknowledging the Mayor's Appointment of Dorothy Manusakis to the Tooele City Historic Main Street Commission as a Commission Member
   Presented by John Perez, Economic Development Director

7. **Resolution 2026-14** A Resolution of the Tooele City Council Authorizing Payment of a Fee in Lieu of Water Rights Conveyance for the Tooele Flex Spaces Development at 1121 West Utah Avenue
   Presented by John Perez, Economic Development Director

8. **Ordinance 2026-04** An Ordinance of Tooele City Amending Tooele City Code Chapters 10-2 and 10-3 Regarding Parking in the Public Rights-of-Way
   Presented by Adrian Day, Police Chief

9. **Resolution 2026-11** A Resolution of the Tooele City Council Approving an Agreement with M&M Asphalt Services, Inc., for the 2026 Roadway Maintenance Project, Schedule A
   Presented by Nathan Farrer, Public Works Director

10. **Resolution 2026-12** A Resolution of the Tooele City Council Approving an Agreement with Staker & Parsons Companies for the 2026 Roadway Maintenance Project, Schedule B
    Presented by Nathan Farrer, Public Works Director

11. **Resolution 2026-13** A Resolution of the Tooele City Council Approving an Agreement with Black Forest Paving, LLC, for the 2026 Roadway Maintenance Project, Schedule C
    Presented by Nathan Farrer, Public Works Director

12. **Invoices & Purchase Orders**
    Presented by Shilo Baker, City Recorder

13. **Minutes**
    ~February 18, 2026 Work Meeting
    ~February 18, 2026 Business Meeting

14. **Adjourn**

_____
Shilo Baker, Tooele City Recorder

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

TOOELE CITY CORPORATION

RESOLUTION 2026-10

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING BUDGET AMENDMENTS FOR FISCAL YEAR 2025-2026.

WHEREAS, the City Council finds it necessary and prudent to re-open the 2025-2026 fiscal year budget to make amendments, pursuant to U.C.A. §§10-6-124, -128, in order to more efficiently utilize funds to be received, said amendments being shown in the attached Exhibit A; and,

WHEREAS, the City Council convened a duly-noticed public hearing on March 4, 2026, pursuant to the requirements of U.C.A. §§10-6-113, -114:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the budget amendments for fiscal year 2025-2026 as shown on Exhibit A, which is attached hereto and made a part hereof, are hereby approved.

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

Passed this 4th day of March, 2026.

TOOELE CITY COUNCIL

(For) (Against)

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For) (Against)

_____ _____

ATTEST:

_____
Shilo Baker, City Recorder

S E A L

Fiscal Approval: _____
Shannon Wimmer, Director of Finance

Approved as to Form: _____
Matthew C. Johnson, City Attorney

Exhibit A

Budget Amendments

TOOELE CITY CORPORATION

BUDGET AMENDMENTS

FISCAL YEAR ENDING 06/30/2026

02/25/26
10:19 AM

	ACCT NUMBER			ACCOUNT NAME	CURRENT	AMENDMENT	AMENDED	DESCRIPTION
				ADMINISTRATION				
32	10	3830	000	CONTRIBUTIONS - OTHER FUNDS	(25,805)	(1,175)	(26,980)	Transfer from Buffalo Trust account to pay for
	10	4131	483024	TOOELE CITY HISTORIC MAIN ST.	1,000	1,175	2,175	buffalo clear coats and signage
				MUSEUM				
33	10	3890	000	APPROPRIATION FUND BALANCE	(1,391,270)	(37,000)	(1,428,270)	RIO Tinto donations for the Tooele Valley
	10	3870	000	CONT. FROM PRIVATE SOURCES	(5,000)	(37,000)	(42,000)	Museum projects
	10	4564	610003	PROJECTS - PRIVATE DONATIONS (RIO)	0	74,000	74,000	
				MUNICIPAL BUILDING AUTHORITY				
34	86	3890	000	APPROPRIATION - FUND BALANCE	(7,000)	(100)	(7,100)	Incorporation fees for the MBA annual renewal
	86	4690	311015	INCORPORATION FEES	0	100	100	
				ROAD C				
35	78	3370	111	TOOELE COUNTY COG GRANTS	0	(1,805,854)	(1,805,854)	COG grant funds for 2400 N & Berra Blvd
	78	4415	486030	COG GRANT EXPENSES	0	1,805,854	1,805,854	
				ROAD C				
36	78	3890	000	APPROPRIATION FUND BALANCE	(1,164,258)	(900,500)	(2,064,758)	Salt shed contract
	78	4415	721000	BUILDING IMPROVEMENTS	200,000	900,500	1,100,500	
				WATER FUND				
37	51	3890	510	APPROPRIATION-RETAINED EARNINGS	(6,042,505)	(200,000)	(6,242,505)	Operation & maintenance expenses to actual
	51	5100	252000	OPERATION & MAINTENANCE	350,000	200,000	550,000	
				REDEVELOPMENT AGENCY				
38	75	3890	000	APPROPRIATION - FUND BALANCE	(1,501,932)	(908,000)	(2,409,932)	RDA participation in O Avenue Roadway
	75	4621	483030	PETERSON INDUSTRIAL DEPOT	755,845	908,000	1,663,845	Improvements
				WATER FUND				
39	51	3890	510	APPROPRIATION-RETAINED EARNINGS	(6,242,505)	(100,000)	(6,342,505)	Water meters needed for water meter
	51	5100	742510	WATER METERS	500,000	100,000	600,000	replacements
				ADMINISTRATION				
40	10	3870	000	CONTRIBUTIONS - PRIVATE SOURCES	(5,000)	(10,000)	(15,000)	Donation for Carnagie Institute to library budget
	10	4580	271000	BUILDING OPERATION & MAINTENANCE	27,800	10,000	37,800	
				ADMINISTRATION				
41	10	3890	000	APPROPRIATION FUND BALANCE	(1,428,270)	(60,000)	(1,488,270)	Impact fees for Harvey Subdivision, Housing
	10	4150	485100	LOW INCOME HOUSING EXPENSES	0	60,000	60,000	Authority
				POLICE				
42	10	3830	000	CONTRIBUTIONS OTHER FUNDS	(26,980)	(24,118)	(51,098)	Shop with a cop funds from donations for 2025
	10	4211	481100	SHOP WITH A COP	0	24,118	24,118	
				NON-DEPARTMENTAL				
43	10	3890	000	APPROPRIATION FUND BALANCE	(1,488,270)	(20,000)	(1,508,270)	Increase for retiree expenses for unbudgeted
	10	4150	213000	RETIRED EMPLOYEES INSURANCE	87,861	20,000	107,861	retirements
				SOLID WASTE FUND				
44	53	3890	530	APPROPRIATION - RETAINED EARNINGS	(5,637)	(45,000)	(50,637)	Addition for garbage can purchases
	53	5300	481000	SPECIAL DEPARTMENT SUPPLIES	190,000	45,000	235,000	

TOOELE CITY CORPORATION

RESOLUTION 2026-09

A RESOLUTION OF THE TOOELE CITY COUNCIL ACKNOWLEDGING THE MAYOR'S APPOINTMENT OF DOROTHY MANUSAKIS TO THE TOOELE CITY HISTORIC MAIN STREET COMMISSION AS A COMMISSION MEMBER.

WHEREAS, Mayor Maresa T. Manzione has appointed Dorothy Manusakis to the position of member of the Tooele City Historic Main Street Commission, filling the unexpired term vacated by Jon Gossett's election to the Tooele City Council; and,

WHEREAS, it is desirable for the City Council to acknowledge the Mayor's appointments to the Tooele City Historic Main Street Commission by resolution so as to maintain an accurate record of all Tooele City Historic Main Street Commission appointments and terms; and,

WHEREAS, terms of the various members of the Tooele City Historic Main Street Commission are shown in the table attached as Exhibit A:

NOW, THEREFORE, BE IT ACKNOWLEDGED BY THE TOOELE CITY COUNCIL that Mayor Maresa T. Manzione has appointed Dorothy Manusakis as a member of the Commission for the term indicated in the table in Exhibit A, below.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2026.

TOOELE CITY COUNCIL

(For) (Against)

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved) (Disapproved)

_____ _____

ATTEST:

_____
Shilo Baker, City Recorder

S E A L

Approved as to Form: _____
Matthew C. Johnson, City Attorney

EXHIBIT A

Tooele City Historic Main St. Commission Member	Term Begin Date	Term End Date	Date of First Appointment	Position
Allison Dunn (Mayor)	10/1/2024	10/1/2027	9/18/2024	Committee Member
Wayne Anderton (Mayor)	10/1/2024	10/1/2027	9/18/2024	Committee Member
Dorothy Manusakis (Mayor)	03/04/2026	10/1/2027	03/04/2026	Committee Member
Heather Hooper (Mayor)	10/1/2024	10/1/2027	9/18/2024	Committee Member
[vacancy]	--	--	--	Committee Member
Jon Gossett	N/A	N/A	01/07/2026	City Council Representative
John Perez	N/A	N/A	9/18/2024	Staff Representative

TOOELE CITY CORPORATION

RESOLUTION 2026-14

A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING PAYMENT OF A FEE IN LIEU OF WATER RIGHTS CONVEYANCE FOR THE TOOELE FLEX SPACES DEVELOPMENT AT 1121 WEST UTAH AVENUE.

WHEREAS, Tooele City Code Chapter 7-26 governs the exaction by Tooele City of water rights as a condition of land use approval (see also UCA 10-20-911); and,

WHEREAS, TCC Section 7-26-3(2) empowers the City Council to adopt a legislative policy allowing for the payment of a fee in lieu of water rights conveyance: "Fee-in-lieu. Pursuant to established City Council policy, in lieu of actual conveyance of water rights pursuant to this Chapter, certain development applicants may pay to the City an amount per acre-foot for access to water rights controlled by the City in a quantity necessary to satisfy the anticipated future water needs of the proposed development to be served and supplied by the City water system"; and,

WHEREAS, on November 1, 2023, the City Council approved Resolution 2023-92, adopting an updated fee-in-lieu of water rights conveyance policy referred to in TCC 7-26-3(2), with an effective date of November 1, 2023 (with the original policy being adopted in 2007) (see the November 1 policy attached as Exhibit B); and,

WHEREAS, the November 1 policy encourages the consideration of at least the following factors in considering requests to pay the fee-in-lieu:

- The number of jobs the development is anticipated to create, together with the nature of the jobs (e.g., full-time) and job compensation (e.g., wage levels, benefits).
- The amount of sales tax the Project is anticipated to generate.
- The amount of property tax the Project is anticipated to generate.
- The anticipated environmental and social benefits and impacts of the Project.
- The number of acre-feet requested against the number of water credits available, given the annual limit and the availability of water rights as described in the November 1 policy.

WHEREAS, the City Council retains sole and exclusive legislative discretion in deciding to allow the payment of the fee-in-lieu; and,

WHEREAS, Tooele City received from Seth Stapel (developer/owner of Tooele Flex Spaces) a letter dated February 24, 2026, requesting the allocation of 1.5 acre-feet of City-owned municipal water rights for development of the Tooele Flex Spaces

Development at 1121 West Utah Avenue (“the Project”), or, in other words, requesting to pay the fee-in-lieu rather than convey water rights for the Project (see the letter attached as Exhibit A); and,

WHEREAS, the Project will consist of a 2.81-acre development of new commercial construction, featuring 49 flex industrial units designed to serve small businesses, contractors, and light industrial users within the Tooele community; and,

WHEREAS, the Project proposal addresses the policy considerations identified above and in the November 1 policy in the following ways:

- The Project requests 1.5 acre-feet of water.
- An estimated capital investment of $5,012,500.
- The creation of an estimated 123 jobs across a wide range of small business sectors, including general contractors and subcontractors, construction trades, local fulfillment and logistics operators, small manufacturing and service businesses.
- The generation of new and ongoing annual property tax revenue.

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that, in light of the legislative policies and considerations discussed above, the City Council hereby authorizes the payment of the fee-in-lieu of water rights for the Project, for up to 1.5 acre-feet of municipal water rights, for the fee amount established in the November 1 policy of $35,000 per acre-foot, subject to the terms and conditions outlined in the November 1 policy.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2026.

TOOELE CITY COUNCIL

(For) (Against)

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSTAINING: _____

TOOELE CITY MAYOR

(Approved) (Disapproved)

_____ _____

ATTEST:

_____
Shilo Baker, City Recorder

S E A L

Approved as to Form: _____
Matthew C. Johnson, Tooele City Attorney

Exhibit A

Letter Requesting Fee in Lieu

February 24, 2026

Tooele City
Attn: John Perez, MPA
Economic Development Director
90 North Main Street
Tooele, UT 84074

Subject: Request for 1.5 Acre-Feet of Water Rights – Tooele Flex Spaces Development

Dear Mr. Perez,

I am writing to formally request 1.5 acre-feet of water rights through payment in lieu for a proposed flex space development located at **1121 W Utah Ave, Tooele, Utah 84074**. As advised by City Engineer Paul Hansen, I understand that this request will need to go before the city council for approval.

The project, titled **Tooele Flex Spaces**, will consist of a 2.81-acre development featuring **49 flex industrial units** designed to serve small businesses, contractors, and light industrial users within the Tooele community.

This development is expected to provide meaningful economic benefits to the city, including job creation, private capital investment, and long-term expansion of the local business base. Key anticipated impacts include:

Project Overview & Economic Impact

Total Capital Investment: Approximately $5,012,500

Property Tax Impact: Once completed and stabilized, the development is expected to generate substantial ongoing annual property tax revenue for Tooele City, Tooele County, and local taxing entities. Because flex industrial properties typically maintain high occupancy and long-term tenancy, this project will provide a stable and durable source of municipal revenue for decades.

Job Creation: The development is projected to support approximately 123 jobs across a wide range of small business sectors, including:

- General contractors and subcontractors
- Construction trades such as carpentry, electrical, and plumbing
- Local fulfillment and logistics operators
- Automotive and equipment service providers
- Small manufacturing and service businesses

Support for Small Business Growth

Unlike large single-user industrial buildings, this project is designed specifically to serve local entrepreneurs and small businesses that often struggle to find affordable, appropriately sized industrial space.

By providing flexible unit sizes, modern infrastructure, and ownership/lease opportunities, Tooele Flex Spaces will:

• Enable local businesses to expand operations within Tooele rather than relocating to the Wasatch Front
• Encourage new business formation and entrepreneurship
• Provide space for service-based industries essential to community growth
• Strengthen the City's local employment base.

We appreciate the City's consideration of this request and look forward to working collaboratively to bring this development to fruition. Please let me know if any additional information, documentation, or formal applications are needed to proceed with review and City Council consideration.

Thank you for your time and support.

Sincerely,

Seth Stapel
Developer/Owner
385-800-3100
Sethhody@gmail.com

Exhibit B

November 1, 2023, Fee-in-lieu Policy

Document # 2023-402

Scanned & Indexed 11-17-2023

Tooele City
Est. 1853

City Council
Justin Brady, Chairman

City Council Policy

RE: Payment of a Fee In Lieu Of Water Rights Conveyance under Tooele City Code §7-26-3(2).

Effective Date: November 1, 2023

Tooele City Code Chapter 7-26 requires the conveyance of water rights as a condition of approval of all land use applications. Section 7-26-3(2) states the following:

> Fee-in-lieu. Pursuant to established City Council policy, in lieu of actual conveyance of water rights pursuant to this Chapter, certain development applicants may pay to the City an amount per acre-foot for access to water rights controlled by the City in a quantity necessary to satisfy the anticipated future water needs of the proposed development to be served and supplied by the City water system.

This City Council Policy is established pursuant to the legislative authority embodied in §7-26-3(2).

Residential Development. Beginning on the Effective Date, Tooele City will allow the owner(s) of an existing single-family parcel of record that, as of the Effective Date, is not part of a recorded subdivision, and the owner(s) of a single-family lot that is part of a recorded subdivision, either of which parcel or lot is subdivided through a two-lot subdivision (e.g., a lot split), to pay a fee (the "Fee") for the new lot in lieu of the residential water right requirement established in TCC §7-26-2(1). The administrative departments are authorized to determine eligibility and to approve payment of the Fee for such a two-lot residential subdivision. The item for which the Fee is paid shall be known for purposes of this Policy as a Water Rights Credit or Credit.

Persons who are eligible under this Policy may purchase Credits by paying the Fee. Credits will be purchased on a first-come first-served basis. The Fee shall be paid in full prior to building permit issuance. Should a building permit for which the Fee was paid expire under the terms of the permit, the City will refund the Fee, minus a $100 administrative service charge. A person who previously paid the Fee and received a Fee refund due to an expired building permit may submit a new building permit application and may again request to pay the Fee on a first-come first-served basis behind others who paid the Fee and whose building permits remain valid.

Non-residential Development. Beginning on the Effective Date, Tooele City will allow owners of a non-residential development project ("Project") to request to pay the Fee if the Project is determined by the City to need less than 20 acre-feet of municipal water rights. Additional Credits may be made available, upon recommendation of the Public Works Director and Economic Development Director, and with written approval of the Mayor. A Request shall be in

writing from the property owner or agent and addressed to the City Council or Mayor. Approval of a request may be granted only after full consideration of the following criteria in relation to the amount of water used for the Project:

- The number of jobs the Project is anticipated to create, together with the nature of the jobs (e.g., full-time) and job compensation (e.g., wage levels, benefits).
- The amount of sales tax the Project is anticipated to generate.
- The amount of property tax the Project is anticipated to generate.
- The anticipated environmental and social benefits and impacts of the Project.

The Council may consider additional criteria as it thinks appropriate. Persons who are eligible under this Policy and approved by the City Council may purchase Credits by paying the Fee. Credits will be purchased on a first-come first-served basis. The Fee shall be paid in full prior to building permit issuance. Should a building permit for which the Fee was paid expire under the terms of the permit, the City will refund the Fee, minus a $100 administrative service charge. A person who previously paid the Fee and received a Fee refund due to an expired building permit, or due to the approval sunsetting, may submit a new building permit application and may again request to pay the Fee. If authorized by the City Council, the Credits may be purchased on a first-come first-served basis behind others who paid the Fee and whose building permits remain valid. The City Council may partially approve a request, for example, by authorizing 10 Credits out of 20 Credits requested.

Sunset for Non-residential Projects.

The City Council's authorization to pay the Fee for one or more buildings in a non-residential development Project containing more than one primary structure (e.g., more than one restaurant or store) is conditioned upon the Project obtaining City approval of a building permit for a first primary structure in the Project, and commencing vertical construction of the permitted structure, within two years of the date of approval of the Resolution authorizing payment of the Fee. Thereafter, the Project shall obtain a building permit for at least one additional primary structure, and commence vertical construction, within each successive twelve months following the commencement of construction of the prior building. By way of example, if a Resolution is approved on January 1, 2024, a first building permit must be obtained, and vertical construction commenced, prior to December 31, 2025; the next building must be permitted and construction commenced prior to December 31, 2026; and so on. Should any of these events not occur before the applicable sunset date, the City Council approval shall lapse and the remaining Credits shall revert to the City. The City Council, in its sole discretion, may extend these sunset deadlines or modify these conditions in a public meeting.

General.

1. Fee Cost. The Fee shall be established at $35,000 per 1.0 acre-foot of depletion of municipal water rights. This Fee amount is not intended or calculated to reflect market value. The Fee applicable to any Request shall be the Fee in effect on the date of the Request, provided the

building permit application for which the Fee is paid is filed with the City within one year of the Request, and otherwise shall be the Fee in effect on the date of the building permit application.

2. Annual Limit. The number of Credits purchased pursuant to this Policy shall not exceed a total of 50 in any calendar year or in any period of 12 consecutive months without the approval of the City Council, in its discretion.
3. Acceptance of Credits. Upon payment of the Fee, the City will indicate the payment on the approved building permit. Payment of the Fee to the City constitutes surrender of the Credits to the City. No Credit certificate is required.
4. Integration. This Policy shall supersede any prior oral or written policies, practices, and understandings on the subject of this Policy.
5. Use of Revenues. Revenues derived from payment of the Fee shall be utilized for the protection of existing water rights and/or the acquisition of additional water rights, except that the City Council may authorize the use of the revenues for other Tooele City water-related projects and needs upon a finding of good cause. The water rights revenue fund is a fund in the City's General Fund and is not an enterprise fund.
6. Limited Availability. The payment of the Fee under this Policy is subject to the availability of corresponding water rights, in the sole discretion of Tooele City.
7. Resolution Required. The City Council's authorization to pay the Fee for a non-residential Project shall be pursuant to approved City Council Resolution.
8. No Entitlement or Security. Approval of a Resolution for a Project containing multiple lots or buildings (e.g., subdivision, site plan) shall be a temporary reservation of Credits for the Project's building permit applicants. Approval of a Resolution shall not constitute a vested development right or a land use entitlement, or the creation of a marketable security. The City will accept the Fee only from building owners, the authorized agents of building owners, or building permit applicants for buildings in a Project.
9. No Assignment or Transfer. Credits shall not be assignable or transferrable but are reserved by the City in the City's sole discretion for specific Projects and sold for specific buildings.
10. No Pre-payment. Project owners may not pre-purchase Credits for their Project or any Project building in advance of building permit application.
11. No Precedent. City Council authorization to pay the Fee for one Project, at whatever Fee amount per Credit, shall not be considered a precedent in any way in reference to any other Project.
12. Refunds. If water usage projection for a building are reduced by the City after payment of the Fee for that building, the City will reimburse the difference between the Fee paid and the Fee that would have been paid under the reduced usage projection. If a Fee payor withdraws a building permit application prior to its approval, the City will reimburse the Fee, with a $100 administrative charge.

Justin Brady
City Council Chair

TOOELE CITY CORPORATION

ORDINANCE 2026-04

AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE CHAPTERS 10-2 AND 10-3 REGARDING PARKING IN THE PUBLIC RIGHTS-OF-WAY.

WHEREAS, UCA Sections 10-3-702 and 10-8-84 empower municipal legislative bodies to pass all ordinances "necessary and proper to provide for the safety and preserve the health, and promote the prosperity, improve the morals, peace and good order, comfort, and convenience of the city and its inhabitants, and for the protection of property in the city"; and,

WHEREAS, Tooele City Code Chapter 10-2 currently governs application of Tooele City Code to the premises of Tooele High School; and,

WHEREAS, Tooele City Code Chapter 10-3 governs parking in the public rights-of-way, and is intended to protect the public health, safety, welfare, and good order of the community; and,

WHEREAS, it is appropriate for current Tooele City Code pertaining to parking to apply to all public school property, as well as to Tooele City property; and,

WHEREAS, it is appropriate to require that vehicles parked in a public right of way be lawfully insured by owner's or operator's security, in order to protect residents from undue loss; and,

WHEREAS, the amendments attached as Exhibit A were requested by and approved by the Chief of Police and are recommended by the City Administration:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that Tooele City Code Chapters 10-2 and 10-3 is hereby amended to read in its entirety as shown in redline in Exhibits A and B; and,

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this ____ day of _____, 2026.

TOOELE CITY COUNCIL

(For) (Against)

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved) (Disapproved)

_____ _____

ATTEST:

_____
Shilo Baker, City Recorder

S E A L

Approved as to Form: _____
Matthew C. Johnson, City Attorney

Exhibit A

TCC Chapter 10-2 (Amended)

CHAPTER 2. MISCELLANEOUS PROVISIONS

10-2-1. Utah Code motor vehicle provisions adopted by reference.
10-2-2. Improper lookout.
10-2-3. Unlawful acceleration. (Repealed)
10-2-4. Funeral processions.
10-2-5. ~~Ordinances enforceable at~~Repealed ~~Tooele High School.~~
10-2-6. Violations.
10-2-7. Large vehicle and vehicles with dangerous load regulations - Truck routes.
10-2-8. Unlawful transfer or exchange on a High-volume Roadway

10-2-1. Utah Code Annotated motor vehicle provisions adopted.

The following sections of the Utah Code Annotated, 1953 as amended, are hereby adopted by reference in their entirely as if fully set forth in this city code: Sections 41-1a-101 et seq.,, 41-6a-101 et seq., 41-8-1, 41-12a-101 et seq., 41-21-1 et seq., and 41-22-1 et seq., and 53-3-101 et seq., save and except sections 41-6a-1404, 41-6a-1405, 41-6a-1401, and 41-6a-1402, and such sections the violation of which constitutes class A misdemeanors other than 41-6a-503(2),, 41-6a-517, , 41-6a-510,, 41-6a-520, 76-5-207, or felonies. Subsequent amendments by the Utah State legislature to those sections adopted hereby are also hereby expressly adopted by this reference.
(Ord. 2020-18, 05-06-2020) (Ord. 1994-48, 08-17-1994)

10-2-2. Improper lookout.

No person shall drive a vehicle on a roadway without keeping a reasonable and proper lookout for other traffic, pedestrians or impediments to safe travel.
(Ord. 1988-12, 03-16-1988)

10-2-3. Unlawful acceleration. (Repealed)

(Ord 2020-18, 05-06-2020) (Ord. 1988-12, 03-16-1988)

10-2-4. Funeral processions.

(1) For purposes of this Section, "funeral procession" means an organized or formal group of two or more vehicles traveling in close formation to or from a mortuary, funeral home, or memorial service, accompanying the body or the cremated remains of a deceased person.

(2) It shall be unlawful for a funeral procession or any participant in a funeral procession to block vehicular traffic, to close or limit access to a public right-of-way, or to violate the traffic laws of the state of Utah.

(3) It shall be unlawful for any person to block vehicular traffic or to close or limit access to a public right-of-way for a funeral procession.

(4) Any violation of Subsections (2) or (3) of this Section shall be a class C misdemeanor.

(5) Notwithstanding the above, Tooele City, in its sole discretion, may block vehicular traffic and may close or limit access to public rights-of-way, using Tooele City peace officers and other peace officers under Tooele City's control, for funeral processions involving the following:

(a) fallen police officers;

(b) fallen firefighters;

(c) fallen soldiers;

(d) elected or appointed officials who die in office;

(e) individuals who have served Tooele City with distinction, such as, former elected officials; and,

(f) other individuals in the discretion of the Mayor or, in the Mayor's temporary absence, the Chairperson of the City Council.

(Ord. 2019-16, 06-05-2019) (Ord. 2016-22, 12-07-2016) (Ord. 1988-12, 03-16-1988)

10-2-5. (Repealed)~~Ordinances enforceable at Tooele High School.~~

~~The Ordinances of Tooele City are declared to be enforceable upon the premises of Tooele High School~~.
(Ord. 1988-12, 03-16-1988)

10-2-6. Violations.

Violations of this chapter are Class "B" misdemeanors unless specifically indicated otherwise.
(Ord. 1988-12, 03-16-1988)

10-2-7. Large vehicle and vehicles with dangerous load regulations - Truck routes.

(1) It is hereby declared necessary in order to safely move traffic in, out, and through the city, to regulate the movement and parking of large vehicles and vehicles with dangerous loads. The regulations in this Section apply to:

(a) all trucks licensed or actually used with a gross weight in excess of 19,000 pounds;

(b) trucks rated for one and one-half tons or larger under standard practices of the State of Utah; and,

(c) all explosive, corrosive and flammable liquid carriers capable of carrying in excess of 3,000 gallons or licensed for a gross weight in excess of 9,000 pounds.

(2) Any vehicle or truck as defined in this Section shall use only those routes specified in Subsection (3).

(3) The following are designated truck routes:

(a) State Road 36 (Main Street);

(b) State Road 112;

(c) Utah Avenue from State Road 112 to 1100 West;

(d) 1100 West from Utah Avenue to Vine Street;

(e) Tooele Boulevard from Vine Street to

Millburn Avenue.

(4) The truck routes identified in Subsection (3) shall not apply to the following:

(a) emergency vehicles, school busses, Utah Transit Authority busses, city, county and state service vehicles, and utility service vehicles; and,

(b) trucks making deliveries or pick-ups or traveling to a business, institutional, or construction site if utilizing the designated truck route closest to the delivery or pick-up location and utilizing the shortest non-designated route possible.

(5) (a) The parking of vehicles regulated by this Section on the public rights-of-way shall be regulated by Section 10-3-25.1.

(b) The parking of a vehicle regulated by this Section on a public right-of-way shall be presumptive evidence of it being operated on the right-of-way on which it is parked.

(6) The driver or owner of any vehicle regulated by this Section that is driven in violation of this Section shall be guilty of a class B misdemeanor.

Ord. 2025-17, 06-04-2025) (Ord. 2019-34, 12-04-2019) (Ord. 2014 -11, 08-06-2014) (Ord. 1994-51, 10-25-1994)

10-2-8. Unlawful transfer or exchange on a High-volume Roadway.

(1) For the purpose of this Section, the term "High-volume Roadway" means any property in or within 10 feet of the right-of-way of the following roadways, including but not limited to access drives, drive approaches, or curb cuts affording access to the roadways:

(a) SR-36 (Main Street)
(b) SR-112
(c) Vine Street
(d) Utah Avenue
(e) 400 North
(f) 600 North
(g) 1000 North
(h) 1280 North
(i) 2000 North
(j) 2400 North
(k) 3100 North
(l) Droubay Road
(m) Industrial Loop Road
(n) 400 West (Franks Drive)
(o) Coleman Street
(p) Skyline Drive
(q) Broadway
(r) 520 East (7th Street)
(s) Tooele Boulevard
(t) 200 West
(u) 100 East (from 1000 N and Utah Avenue)
(v) 700 South

(2) It is unlawful for any person to give, attempt to give, receive, attempt to receive, obtain, or attempt to obtain possession or control of any money, property, item, or thing from a person in a motor vehicle on a High-volume Roadway.

(3) It is unlawful for any driver, passenger, or person in a motor vehicle on a High-volume Roadway to give, attempt to give, receive, attempt to receive, obtain, or attempt to obtain possession or control of any money, property, item, or thing to any person, or to exit a motor vehicle while the motor vehicle remains on a High-volume Roadway in order to do the same.

(4) Actions described in subsections (2) and (3) are deemed to constitute an obstruction of High-volume Roadways and to create a serious public safety hazard.

(5) Actions that would otherwise violate this Section do not violate this Section if they are done as a result of a medical emergency, a traffic accident, or at the direction of a peace officer or other traffic control official in the course of performing his or her duties.

(6) Violation of this Section is a class "C" misdemeanor.

(2024-24, 10-02-2024) (2024-17, 06-06-2024)

Exhibit B

TCC Chapter 10-3 (Amended)

CHAPTER 3. STOPPING, STANDING AND PARKING

10-3-1. Regulation of parking - Definitions.
10-3-2. Signs and color markings.
10-3-3. Angle parking.
10-3-4. Parallel parking.
10-3-5. Parking not to obstruct traffic.
10-3-6. Snow Event Parking Restrictions - Removal of Vehicles - Penalty.
10-3-7. Parking for certain purposes prohibited.
10-3-8. Parking at ~~Tooele High School. (Repealed.)~~Public School Property and Tooele City property.
10-3-9. Application of provisions.
10-3-10. Provisions not exclusive.
10-3-11. Vehicles - Registration and ~~plates~~Insurance Against Liability.
10-3-12. Parking signs required.
10-3-13. Approaching a parking space.
10-3-14. Procedure for leaving vehicle unattended.
10-3-15. Lights on parked vehicles.
10-3-16. Handicap parking - Public property.
10-3-17. Handicap parking - Private property.
10-3-18. Parking lots owned by the city.
10-3-19. Loading zones and restricted parking - Designation and signs.
10-3-20. Freight curb loading zones.
10-3-21. Restricted parking zones.
10-3-22. Parking in alleys.
10-3-23. Double parking, standing or stopping.
10-3-24. Stopping or parking - Roadways without curb. Repealed.
10-3-25. Stopping standing or parking prohibited in certain areas.
10-3-25.1. Large Vehicle Parking.
10-3-26. Parking between curb and property line prohibited.
10-3-27. Using public rights-of-way for storage prohibited.
10-3-28. Presumption of liability.
10-3-29. Parking violation - Owner's responsibility.
10-3-30. Moving illegally parked vehicles - Police authority.
10-3-31. Violations - Penalties.
10-3-32. Parking violations - Appeal procedure.
10-3-33. Using parking lots and vacant lots to display used vehicles for sale.

10-3-1. Regulation of Parking - Definitions.

(1) The chief of police is authorized to prohibit, restrict, and regulate the parking, stopping, and standing of vehicles, including towing authority, as set forth in this Chapter:

(a) on any public right-of-way;

(b) on any off-street parking facility or property which Tooele City owns or operates; and,

(c) as otherwise authorized by federal, state, or local law.

(2) Definitions.

"Alley" means a public right-of-way of the type described in Section 4-8-2.

"Angle parking" means the parking of a vehicle in a manner other than parallel to the street edge. Includes diagonal parking.

"Emergency use areas" means those areas:

(a) in a public right-of-way designated by red curb markings (also known as "red zones");

(b) designated as ambulance zones, fire hydrant zones, or fire lanes, whether on public or private property; and,

(c) any other designated area of the city posted as restricted for emergency vehicles or emergency use.

"Highway"–see Street.

"Park" "stand" and "stop" (as well as their variants) shall have the same meaning, and mean a vehicle's complete cessation of movement upon or within a public right-of-way or other property under subsection (1). If any portion of a parked vehicle protrudes into the public right-of-way, the vehicle is deemed to be parked within the public right-of-way.

"Parking space" means that area of a right-of-way designated by street markings or signage for the parking of a single vehicle.

"Public right-of-way" means the surface of, and the space above and below, any public highway, roadway, street, sidewalk, alley, curb and gutter, park strip, shoulder, or other public way of any type whatsoever, now or hereafter existing as such within Tooele City. A public right-of-way extends across its cross-section from property line to property line. A public right-of-way can be created through dedication by plat, dedication by deed, conveyance by deed, prescriptive use, or other method recognized by Utah law.

"Roadway"–see Street.

"Street" means the portion of a public right-of-way paved and utilized for vehicular traffic. Includes highway and roadway.

"Shoulder" means:

(a) the unpaved portions of a public right-of-way located between the paved street edge and the right-of-way property line; and,

(b) the paved portions of a public right-of-way located between a painted solid white line and the right-of-way property line.

"Vehicle" means any motorized device for the transportation of people or goods containing two or more wheels.

(Ord. 2019-31, 12-04-2019) (Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-2. Signs and Color Markings.

The City is authorized, subject to the provisions and limitations of this Chapter, to place and maintain signs and traffic markings to indicate stopping, standing, and parking regulations. The following traffic markings shall designate zones and have the following meanings:

(1) Red curb means no stopping, standing, or parking at any time.

(2) Yellow curb means no stopping, standing, or parking except as designated by signs or traffic markings.

(Ord. 2019-31, 12-04-2019) (Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-3. Angle Parking.

The chief of police shall determine on what public rights-of-way and streets angle parking shall be permitted and shall cause angle parking areas to be marked or signed. Angle parking in the public rights-of-way is prohibited unless otherwise marked or signed. Angle parking shall not be permitted upon any federal-aid or state right-of-way unless the Utah Department of Transportation has determined that the right-of-way is of sufficient configuration to permit angle parking without interfering with the free movement of vehicular traffic, and the angle parking is marked or signed.

(Ord. 2019-31, 12-04-2019) (Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-4. Parallel Parking.

No person shall stop, stand, or park a vehicle within a public right-of-way other than parallel with the edge of the roadway, headed in the direction of lawful traffic movement. Where a gutter is provided, of whatever design, the right-hand (passenger-side) tires of the vehicle must be located entirely on the gutter, except where the gutter is a historic deep irrigation structure, or as otherwise provided in this Chapter. Where no gutter is provided, vehicles shall be parked so as to not create a risk to vehicles traveling on the roadway.

(Ord. 2019-31, 12-04-2019) (Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-5. Parking Not To Obstruct Traffic.

No person shall stop, stand, or park a vehicle upon a public right-of-way in such a manner as to leave available less than 12 feet of the width of a roadway for the free movement of vehicular traffic.

(Ord. 2025-25, 08-06-2025) (Ord. 2019-31, 12-04-2019) (Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-6. Snow Event Parking Restrictions - Removal of Vehicles - Penalty.

(1) It shall be unlawful to park a vehicle on any public right-of-way:

(a) when snow is falling upon that vehicle; or,

(b) when snow or ice have accumulated in any amount on the right-of-way upon which that vehicle is parked.

(2) Any vehicle parked in violation of this Section may be removed at the discretion of the Tooele City Police Department for creating public safety risks and for obstructing the City's snow removal efforts.

(3) The following are exempt from this Section:

(a) emergency vehicles and personnel in the performance of their functions and duties; and,

(b) Tooele City public works vehicles and employees in the performance of their functions and duties.

(Ord. 2021-09, 09-01-2021) (2020-21, 05-06-2020) (Ord. 2019-31, 12-04-2019) (Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-7. Parking for Certain Purposes Prohibited.

No person shall park a vehicle upon any public right-of-way for any of the following purposes:

(1) displaying the vehicle for sale;

(2) washing, greasing, or repairing the vehicle except repairs necessitated by an emergency;

(3) displaying advertising; or,

(4) selling food or other merchandise, except as expressly authorized in this Code.
(Ord. 2019-31, 12-04-2019) (Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-8. Parking at Tooele High School~~Tooele High School~~. ~~(Repealed.)~~(Repealed)
(Ord. 2019-31, 12-04-2019) (Ord. 1990-08, 06-14-1990)

10-3-9. Application of Provisions.

The provisions of this Chapter shall apply at all times, or at those times specified in this Chapter, or as indicated on official signs, except when it is necessary to stop a vehicle to avoid conflict with other traffic or in compliance with the directions of a police officer or official traffic-control device.
(Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-10. Provisions Not Exclusive.

The provisions of this Chapter imposing a time limit on parking shall not relieve any person from the duty to observe other and more restrictive provisions prohibiting or limiting the stopping, standing, or parking of vehicles in specified places or at specified times.
(Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-11. Vehicles - Registration and Insurance Against Liability~~Plates~~.

(1) Every vehicle at all times while standing or being stopped or parked upon a public right-of-way shall:

(a) be registered in the name of the owner thereof in accordance with the laws of the state, unless the vehicle is not required by the laws of Utah to be registered in ~~this state~~ the State of Utah;

(b) display in accordance with the State of Utah valid, unexpired temporary registration or a license place with indicia of valid, unexpired registration~~ proper position two valid, unexpired registration plates, one on the front and one on the rear of the vehicle~~; and,

(c) be insured by owner's or operator's security in the same manner as required by the laws of the State of Utah for operation on a public highway.~~when required, bear current validation or indicia of registration attached to the rear plate and in a manner complying with the laws of the state of Utah, which registration shall be free from defacement, mutilation, grease, dirt, and other obscuring items, so as to be plainly visible and legible at all times.~~

(2) If the vehicle is not required to be registered in this state, and the indicia of registration issued by another state, territory, possession, or district of the United States, or of a foreign country, substantially complies with the provisions hereof, such registration shall be considered as in compliance with this Section.

(3) This section shall apply to motor vehicles and conveyances on public school property, and on property owned by Tooele City.
(Ord. 2019-31, 12-04-2019) (Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-12. Parking Signs Required.

(1) When the City desires to implement any site-specific parking regulation that imposes a parking time limit or parking prohibition in a specific location, the City shall install and maintain signs and/or pavement markings that provide notice of the regulation at the location where enforcement is sought.

(2) This section shall not apply to the following:

(a) general parking regulations that apply city-wide;

(b) general parking regulations that apply under specified circumstances or to places in general that meet specified criteria without identifying specific places by address, street name, or other specific place description;

(c) any provision of the Tooele City Code listed below:

i. §10-3-6
ii §10-3-11
iii §10-3-14
iv. §10-3-22
v. §10-3-23
vi. §10-3-24
vii. §10-3-25(1)
viii. §10-3-26
ix. §10-3-27; and,

(d) any State Code parking regulation of general application.

(3) When signs or pavement markings are erected or placed by direction of the City, it shall be a violation for any person to park a vehicle or allow a vehicle to remain parked upon any right-of-way for longer than the time specified or contrary to the signs or markings.

(Ord. 2019-31, 12-04-2019) (Ord. 2019-11, 04-17-2019) (Ord. 2007-31, 12-19-2007) (Ord. 1990-08, 06-14-1990)

10-3-13. Approaching a Parking Space.

(1) No person shall move a vehicle in any manner or leave a parking space and then reenter it to avoid the intent of this Chapter.

(2) Every driver about to enter a parking space being vacated shall stop the vehicle and wait to the rear of the vehicle in the actual process of vacating the parking space, and having so waited shall have prior right to the parking space over all other drivers.

(3) No driver shall stop a vehicle ahead of a parking space being vacated and attempt to interfere with a driver who has waited properly to the rear of a parking space being vacated.

(4) No driver shall stop and wait for a parking space unless the vehicle vacating the space is actually in motion in the process of vacating.

(Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-14. Procedure for Leaving Vehicle Unattended.

Except for emergency vehicles in the performance of official duties, no driver or person in charge of a vehicle shall permit it to stand unattended without first stopping the engine, locking the ignition, and removing the key and, when the vehicle is standing, parked, or stopped upon any perceptible grade, without effectively setting the brakes thereon and turning the front wheels to the curb or side of the street.

(Ord. 2019-31, 12-04-2019) (Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-15. Lights on Parked Vehicles.

(1) Whenever a vehicle is lawfully parked upon any right-of-way, no lights need be displayed upon the parked vehicle.

(2) Any lighted headlamp upon a parked vehicle, except official emergency vehicles in the performance of official duties, shall be depressed or dimmed.

(Ord. 2019-31, 12-04-2019) (Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-16. Handicap Parking - Public Property.

(1) Handicap Parking in Restricted Areas.

(a) A disabled person whose automobile has affixed thereto, as provided by law, the handicap license plate or a transferable motor vehicle identification card issued by the state of Utah, shall be entitled to park in the following identified restricted parking areas without charge, notwithstanding any other state or municipal parking restriction:

(i) freight loading zones;

(ii) passenger loading zones; and,

(iii) time-limited parking zones.

(b) It is unlawful for a disabled person to park for longer than the maximum designated time at restricted parking areas.

(2) The City is hereby authorized, at its discretion, to reserve by appropriate signage various public areas or property for handicap parking. It is unlawful for:

(a) any disabled person to park longer than the time shown on the sign designating the area as “handicap parking”; or,

(b) any vehicle to be parked in an area designated as handicap parking, unless the vehicle has displayed upon it the handicap parking plate or transferable identification card issued by the state.

(3) It is unlawful for any person using a vehicle with a handicap license plate or transferable motor vehicle identification card who is not disabled to use handicap parking.

(4) Restricted Areas Not Authorized for Special Handicap Parking. Nothing herein shall be construed to permit parking by any individual, contrary to or as an exception to the limited purpose of any of the following designated areas:

(a) any area where official signs or traffic markings absolutely prohibit stopping, standing, or parking;

(b) areas reserved for emergency use;

(c) on a sidewalk;

(d) in front of or within five feet of a private driveway;

(e) within five feet of a fire hydrant, as measured in both directions along the street or highway curbline or public right-of-way property line, from a line extending from the center of the hydrant to the curbline or property line at its nearest point;

(f) within 20 feet of a crosswalk at an intersection;

(g) within 30 feet of the approach to any flashing beacon or traffic-control device located at the side of a roadway;

(h) between a safety zone and the adjacent curb, or within 30 feet of points on the curb immediately opposite the ends of a safety zone, unless official signs or markings indicate a different length;

(i) within 50 feet of the nearest rail of a railroad crossing;

(j) within 20 feet of the driveway entrance to any fire station, and on the side of a street opposite the entrance when properly signposted;

(k) alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct or be hazardous to traffic;

(l) upon any bridge or other elevated structure upon a street;

(m) at any place in any public park, playground, or grounds of any public building other than on the roads and parking lots provided for public parking in accordance with provisions of any officially installed signs;

(n) on any footpath or trail in any park, recreational area, or playground; or,

(o) taxi and bus stands or stops.

(Ord. 2019-31, 12-04-2019) (Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-17. Handicap Parking - Private Property.

Only those vehicles displaying a handicap license plate or transferable identification card issued by the state may park in any parking space designated for the parking of handicapped or disabled persons. This restriction shall apply to and be enforceable upon public property and private property where parking is open to the general public, whether parking is provided to the general public for free or for a fee.

(Ord. 2019-31, 12-04-2019) (Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-18. Parking Lots Owned by the City.

(1) No person, on the premises of any parking lot owned by the City where a sign or signs are posted designating such parking lot as a parking lot of Tooele City, shall do any of the following:

(a) park any vehicle continuously within the parking lot in excess of 48 hours;

(b) park any boat, trailer, or recreational vehicle;

(c) park any vehicle over 18 feet in length or eight feet wide;

(d) abandon any vehicle;

(e) make repairs on any vehicle; or,

(f) park any vehicle thereon which does not bear a valid license plate and current registration.

(2) Any vehicle found in violation of subsection (1) is hereby declared to be a nuisance and may be summarily abated by removing any such vehicle by, or under the direction of, or at the request of a police officer or other officer charged with enforcing the parking laws of the City to a place of storage by means of towing.

(Ord. 2019-31, 12-04-2019) (Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-19. Loading Zones and Restricted Parking - Designation and Signs.

The City is hereby authorized to determine the location of passenger and freight curb loading zones and restricted parking zones. The City shall place and maintain signs or markings indicating the same and stating the hours during which the provisions of this Section are applicable.

(Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-20. Freight Curb Loading Zones.

(1) No person shall stop or park a vehicle or permit the same to remain stopped or parked for any purpose or length of time other than for the expeditious loading or unloading of materials in any place marked as a freight curb loading zone during the hours when the provisions applicable to such zones are in effect. In no case shall the stop for loading or unloading of materials exceed 30 minutes.

(2) The driver of a passenger vehicle may stop and park at a place marked as a freight curb loading zone for the purpose of and while actually engaged in loading or unloading passengers provided that the driver must remain with the vehicle.

(Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-21. Restricted Parking Zones.

No person shall stop, stand, or park a vehicle for any purpose or length of time in any restricted parking zone other than for the purpose to which parking

in the zone is restricted, except that a driver of a passenger vehicle may stop or park temporarily in the zone for the purpose of and while actually engaged in loading or unloading of passengers when such stopping does not interfere with any vehicle which is waiting to enter or about to enter the zone for the purpose of parking in accordance with the purposes to which parking is restricted. The driver must remain with the vehicle.
(Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-22. Parking in Alleys.

No person shall park a vehicle within an alley except during the necessary and expeditious loading and unloading of merchandise. No person shall stop, stand, or park a vehicle within an alley in such a position as to block the driveway entrance of any abutting property, or interfere with the free movement of traffic through the alley.
(Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-23. Double Parking, Standing, or Stopping.

No person shall park, stand, or stop a vehicle in a public right-of-way upon the roadway side of another vehicle which is parked, standing, or stopped in a public right-of-way except while actually engaged in loading or unloading passengers, or in compliance with the directions of a police officer or traffic-control device, or when temporarily necessary to avoid other traffic.
(Ord. 2019-31, 12-04-2019) (Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-24. Stopping or Parking - Roadways without Curb. Repealed
(Ord. 2025-25, 08/06/2025)

10-3-25. Stopping Standing or Parking Prohibited in Certain Areas.

(1) No person shall stop, stand, or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with law or the directions of a police officer or traffic-control device, in any of the following places:

(a) on a sidewalk or curb;

(b) in front or within five feet of a private driveway, to include the drive approach;

(c) within an intersection;

(d) within five feet of a fire hydrant, as measured in both directions along the street or highway curbline or right-of-way property line from the line extending from the center of the hydrant to the curbline or property line at its nearest point;

(e) on a crosswalk;

(f) within 20 feet of a crosswalk at an intersection;

(g) within 30 feet upon the approach of any flashing beacon or traffic-control device located at the side of a roadway;

(h) between a safety zone and the adjacent curb, or within 30 feet of points on the curb immediately opposite the ends of a safety zone, unless authorized signs or markings indicate a different length;

(i) within 50 feet of the nearest rail of a railroad crossing;

(j) within 20 feet of the driveway entrance to any fire station, and on the side of a street opposite the entrance when properly signposted;

(k) alongside or opposite any street excavation or obstruction, when stopping, standing, or parking would obstruct or be hazardous to traffic;

(l) upon any bridge or other elevated structure upon a street;

(m) where official signs or traffic markings prohibit stopping, standing, or parking;

(n) in any public park, playground, recreational area, or grounds of any public buildings other than on the roads or parking lots provided for public parking and then only in accordance with provisions of any signs, officially installed by direction of the city;

(o) on any footpath or trail in any park, recreational area, or playground;

(p) within a fire lane, as designated by Tooele City, whether on public or private property;

(q) on any median or island, or on any dividing section of a street;

(r) on any street or alley less than 20 feet wide; or,

(s) on the south or east side of any street or alley where the width is over 20 feet, but less than 30 feet, unless otherwise directed by traffic-control devices.

(2) No person shall stop, stand, or park a vehicle in any manner or position contrary to any sign or marking officially placed by direction of the City.

(3) No person shall move a vehicle under such person's control into any such prohibited area, or upon any area not designated for vehicular travel or parking. (Ord. 2019-31, 12-04-2019) (Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-25.1. Large Vehicle Parking.

Vehicles defined in Section 10-2-7(1):

(1) are prohibited from parking on public rights-of-way except those routes identified in Section 10-2-7(3); and,

(2) shall comply with the provisions of this Chapter.

(Ord. 2019-31, 12-04-2019)

10-3-26. Parking between Curb and Property Line Prohibited.

No person shall stop, stand, or park any vehicle upon any portion of a public right-of-way between the curb lines and the adjacent property lines. (Ord. 2019-31, 12-04-2019) (Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-27. Using Public Rights-of-way for Storage Prohibited.

No person shall use the public rights-of-way for storage of vehicles, including a car, truck, boat, trailer, motor home, camper, recreational vehicle, motorcycle, all-terrain vehicle, or other similar vehicle. For purposes of this Section, the word "storage" shall mean being located within any public right-of-way for a period of time longer than 48 hours. Moving a vehicle from one public right-of-way location to another within the 48 hours is not a defense. (Ord. 2024-20, 06-19-2024) (Ord. 2019-31, 12-04-2019) (Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-28. Presumption of Liability.

The fact that a vehicle which is parked in violation of the provisions of this Chapter is registered in the name of a person shall be sufficient to constitute a presumption that such person was in control of the vehicle at the time of its parking.

(Ord. 2019-31, 12-04-2019) (Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-29. Parking Violation - Owner Responsibility.

Whenever any vehicle is parked in violation of any of the provisions of this Chapter, the person in whose name the vehicle is registered shall be prima facie responsible and strictly liable for the violation and associated penalty.

(Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-30. Moving Illegally Parked Vehicles - Police Authority.

(1) All vehicles parked in violation of this Chapter are illegally parked and are considered to be unsafely parked and to obstruct the normal and safe movement of emergency response vehicles (including police vehicles, fire apparatus, ambulance, etc.), city service vehicles (including snow plows, street sweepers, garbage trucks, etc.), as well as bicycles and pedestrians. Therefore, a police officer is hereby authorized to remove or cause to be removed to a place of safety any abandoned vehicle and any unattended vehicle stopped, parked, or left standing on a street or public right-of-way in violation of this Chapter.

(2) Before removing a vehicle that is not an immediate hazard to persons or property, a police officer will make a reasonable attempt to contact the registered owner to request the owner's immediate removal of the vehicle.

(Ord. 2023-41, 10-18-2023) (Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-31. Violations - Penalties.

(1) A violation of any provision of this Chapter shall be a civil offense.

(2) Any person violating any provision of this Chapter shall be liable for a $50 civil penalty for each violation. Any penalty assessed under this Chapter may be in addition to such other penalties as may be provided in this Title.

(3) Any penalty that is not paid within 15 calendar days from the date of receipt of notice shall be increased to $100.

(4) As used in this Chapter, "receipt of notice" means any of the following:

(a) affixing a notice to the vehicle alleged to have been in violation;

(b) affixing a notice in a conspicuous place at the vehicle owner's address as indicated on vehicle registration records;

(c) delivering a notice to the owner or driver of the vehicle in violation;

(d) delivering a notice by U.S. mail to the vehicle owner's address as indicated on vehicle registration records. Deliveries by U.S. mail are presumed received three days after posting.

(Ord. 2023-13, 04-05-2023) (Ord. 2019-31, 12-04-2019) (Ord. 2019-11, 04-17-2019) (Ord. 1990-08, 06-14-1990)

10-3-32. Parking Violations - Appeal Procedure.

Appeal of civil penalties imposed under this Chapter shall be to the Administrative Hearing Officer under Chapter 1-28 of this Code.
(Ord. 2019-11, 04-17-2019) (Ord. 2013-07, 04-17-2013) (Ord. 2006-02, 01-04-2006) (Ord. 1990-08, 06-14-1990)

10-3-33. Using Parking Lots and Vacant Lots to Display Used Vehicles for Sale.
It shall be unlawful for the owner of a vehicle or boat, or for any other person, to park, cause to be parked, or allow to be parked the vehicle or boat on a vacant lot or parking lot owned by another person for the purpose of displaying the vehicle or boat for sale unless the owner or lessee of the property on which it is parked has given authorization for the vehicle or boat to be so parked.
(Ord. 2019-11, 04-17-2019) (Ord. 1994-29, 07-06-1994)

TOOELE CITY CORPORATION

RESOLUTION 2026-11

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH M&M ASPHALT SERVICES, INC., FOR THE 2026 ROADWAY MAINTENANCE PROJECT, SCHEDULE A.

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

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

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

WHEREAS, the City solicited public bids for the 2026 Roadway Maintenance Project in accordance with the procedures of §72-6-108, Utah Code Annotated, as amended, in three bid schedules: 1) Schedule A for Type II slurry seal; 2) Schedule B for light-weight aggregate chip seal; and, 3) Schedule C for roto-mill and asphalt overlay; and,

WHEREAS, M&M Asphalt Services, Inc., submitted a cost proposal of $34,225, which is the lowest responsible responsive bid for Schedule A of the Project (see bid results attached as Exhibit A); and,

WHEREAS, the City Administration requests an additional appropriation of about 5% in the amount of $1,700 as contingency for change orders for changed conditions which may arise during the Project, as reviewed and approved by the Mayor:

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

1. the agreement attached as Exhibit B with M&M Asphalt Services, Inc., is hereby approved, in the amount of $34,225, for completion of the Schedule A of the Project; and,
2. an additional $1,700 contingency is hereby approved, which may be used for changed conditions as reviewed and approved by the Mayor.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this_____ day of _____, 2026.

TOOELE CITY COUNCIL

(For) (Against)

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved) (Disapproved)

_____ _____

ATTEST:

_____
Shilo Baker, City Recorder

S E A L

Approved as to Form: _____
Matthew C. Johnson, Tooele City Attorney

EXHIBIT A

Schedule A Bid Results

BID TABULATION
2026 Roadway Maintenance Project
Bid Opening February 18, 2026

Item No.	Description	Bid Quantity	Unit	HOLBROOK ASPHALT		MORGAN PAVEMENT MANAGEMENT		MORGAN ASPHALT		ASPHALT PRESERVATION	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BID SCHEDULE "A" - SLURRY SEAL TYPE II											
A1	Furnish and Install Slurry Seal Type II - Public Roads	185,000	SF	$0.3700	$68,450.00	$0.2375	$43,937.50	NO BID		$0.3000	$55,500.00
	SUB TOTAL - BID SCHEDULE "A"			**$68,450.00**		**$43,937.50**				**$55,500.00**	
	Comments										
BID SCHEDULE "B" - LIGHT WEIGHT AGGREGATE CHIP SEAL											
B1	Furnish and Install Light Weight Aggregate Chip Seal	2,400,000		$0.42	$1,008,000.00	NO BID		NO BID		NO BID	
B2	Furnish and Install Railroad Pavement Marking	8		$240.00	$1,920.00						
B3	Furnish and Install Stop Ahead Pavement Marking	2		$150.00	$300.00						
B4	Furnish and Install Arrow Pavement Marking	48		$110.00	$5,280.00						
B5	Furnish and Install School Pavement Marking	26		$110.00	$2,860.00						
B6	Furnish and Install Bike Symbol Pavement Marking	20		$115.00	$2,300.00						
B7	Furnish and Install Bike Shared Roadway Pavement Symbol (UDOT Plan 3B) with Green Background Marking	20		$115.00	$2,300.00						
B8	Furnish and Install Cross Walk Pavement Marking	1,275		$8.00	$10,200.00						
B9	Furnish and Install Stop Bar Pavement Marking	720		$4.25	$3,060.00						
B10	Furnish and Install 4-foot wide Green Bike Lane	660		$14.50	$9,570.00						
B11	Furnish and Install Dashed White Line Striping	1,320		$0.60	$792.00						
B12	Furnish and Install White Line Striping	33,200		$0.40	$13,280.00						
B13	Furnish and Install Dashed Yellow Line Striping	725		$0.40	$290.00						
B14	Furnish and Install Yellow Median Line Striping	6,000		$0.40	$2,400.00						

BID TABULATION
2026 Roadway Maintenance Project
Bid Opening February 18, 2026

Item No.	Description	Bid Quantity	Unit	HOLBROOK ASPHALT		MORGAN PAVEMENT MANAGEMENT		MORGAN ASPHALT		ASPHALT PRESERVATION	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BID SCHEDULE "B" - LIGHT WEIGHT AGGREGATE CHIP SEAL (continued)											
B15	Furnish and Install Double Yellow Line Striping	19,600		$0.75	$14,700.00	NO BID		NO BID		NO BID	
B16	Furnish and Install Parking Space Pavement Marking and Striping (Vine Street)	1		$545.00	$545.00						
SUB TOTAL - BID SCHEDULE "B"				**$1,077,797.00**							
Comments											
BID SCHEDULE "C" - ROTO-MILL AND ASPHALT OVERLAY											
C1	Remove, Adjust and Reinstall Concrete Collars Around Water Valves and Survey Monuments	20		NO BID		$1,380.30	$27,606.00	$1,000.00	$20,000.00	NO BID	
C2	Remove, Adjust and Reinstall Concrete Collars Around Manholes	13				$1,749.00	$22,737.00	$1,075.00	$13,975.00		
C3	(Canyon Overlook Drive) Roto-Mill Edge of Existing Roadway (taper 2"	3,200				$6.07	$19,424.00	$3.15	$10,080.00		
C4	(2000 North) Full Width Roto-Mill Existing Roadway 1 ½"	25,200				$0.8250	$20,790.00	$0.51	$12,852.00		
C5	Furnish and Install Level Course	100				$218.30	$21,830.00	$122.00	$12,200.00		
C6	Furnish and Install 2 ½" PG 64-28 Asphalt	85,000				$2.0248	$172,108.00	$1.78	$151,300.00		
SUB TOTAL - BID SCHEDULE "C"						**$284,495.00**		**$220,407.00**			
Comments								Did not use Addendum No. 1. However, the Addendum did not modify Bid Schedule C			

BID TABULATION
2026 Roadway Maintenance Project
Bid Opening February 18, 2026

Item No.	Description	Bid Quantity	Unit	STAKER & PARSONS COMPANIES		BLACK FOREST PAVING		M&M ASPHALT SERVICES		INTERMOUNTAIN SLURRY SEAL	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BID SCHEDULE "A" - SLURRY SEAL TYPE II											
A1	Furnish and Install Slurry Seal Type II - Public Roads	185,000	SF	NO BID		NO BID		$0.1850	$34,225.00	NO BID	
	SUB TOTAL - BID SCHEDULE "A"							**$34,225.00**			
	Comments										
BID SCHEDULE "B" - LIGHT WEIGHT AGGREGATE CHIP SEAL											
B1	Furnish and Install Light Weight Aggregate Chip Seal	2,400,000		$0.36	$864,000.00	NO BID		NO BID		$0.42	$1,008,000.00
B2	Furnish and Install Railroad Pavement Marking	8		$58.85	$470.80					$91.00	$728.00
B3	Furnish and Install Stop Ahead Pavement Marking	2		$58.85	$117.70					$91.00	$182.00
B4	Furnish and Install Arrow Pavement Marking	48		$76.50	$3,672.00					$118.00	$5,664.00
B5	Furnish and Install School Pavement Marking	26		$76.50	$1,989.00					$118.00	$3,068.00
B6	Furnish and Install Bike Symbol Pavement Marking	20		$76.50	$1,530.00					$118.00	$2,360.00
B7	Furnish and Install Bike Shared Roadway Pavement Symbol (UDOT Plan 3B) with Green Background Marking	20		$76.50	$1,530.00					$118.00	$2,360.00
B8	Furnish and Install Cross Walk Pavement Marking	1,275		$1.65	$2,103.75					$2.55	$3,251.25
B9	Furnish and Install Stop Bar Pavement Marking	720		$1.45	$1,044.00					$2.55	$1,836.00
B10	Furnish and Install 4-foot wide Green Bike Lane	660		$1.20	$792.00					$1.82	$1,201.20
B11	Furnish and Install Dashed White Line Striping	1,320		$0.14	$184.80					$0.22	$290.40
B12	Furnish and Install White Line Striping	33,200		$0.29	$9,628.00					$0.46	$15,272.00
B13	Furnish and Install Dashed Yellow Line Striping	725		$0.14	$101.50					$0.22	$159.50
B14	Furnish and Install Yellow Median Line Striping	6,000		$0.29	$1,740.00					$0.45	$2,700.00

BID TABULATION
2026 Roadway Maintenance Project
Bid Opening February 18, 2026

Item No.	Description	Bid Quantity	Unit	STAKER & PARSONS COMPANIES		BLACK FOREST PAVING		M&M ASPHALT SERVICES		INTERMOUNTAIN SLURRY SEAL	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BID SCHEDULE "B" - LIGHT WEIGHT AGGREGATE CHIP SEAL											
B15	Furnish and Install Double Yellow Line Striping	19,600		$0.47	$9,212.00	NO BID		NO BID		$0.73	$14,308.00
B16	Furnish and Install Parking Space Pavement Marking and Striping (Vine Street)	1		$31.80	$31.80					$3,000.00	$3,000.00
	SUB TOTAL - BID SCHEDULE "B"			**$898,147.35**						**$1,064,380.35**	
	Comments										
BID SCHEDULE "C" - ROTO-MILL AND ASPHALT OVERLAY											
C1	Remove, Adjust and Reinstall Concrete Collars Around Water Valves and Survey Monuments	20		NO BID		$750.00	$15,000.00	NO BID		$1,450.00	$29,000.00
C2	Remove, Adjust and Reinstall Concrete Collars Around Manholes	13				$930.00	$12,090.00			$1,150.00	$14,950.00
C3	(Canyon Overlook Drive) Roto-Mill Edge of Existing Roadway (taper 2"	3,200				$3.00	$9,600.00			$3.15	$10,080.00
C4	(2000 North) Full Width Roto-Mill Existing Roadway 1 ½"	25,200				$0.52	$13,104.00			$0.42	$10,584.00
C5	Furnish and Install Level Course	100				$118.00	$11,800.00			$133.00	$13,300.00
C6	Furnish and Install 2 ½" PG 64-28 Asphalt	85,000				$1.78	$151,300.00			$2.00	$170,000.00
	SUB TOTAL - BID SCHEDULE "C"					**$212,894.00**				**$247,914.00**	
	Comments										

BID TABULATION
2026 Roadway Maintenance Project
Bid Opening February 18, 2026

Item No.	Description	Bid Quantity	Unit	GENEVA ROCK							
				Unit Price	Total						
BID SCHEDULE "A" - SLURRY SEAL TYPE II											
A1	Furnish and Install Slurry Seal Type II - Public Roads	185,000	SF	NO BID							
	SUB TOTAL - BID SCHEDULE "A"										
	Comments										
BID SCHEDULE "B" - LIGHT WEIGHT AGGREGATE CHIP SEAL											
B1	Furnish and Install Light Weight Aggregate Chip Seal	2,400,000		$0.47	$1,128,000.00						
B2	Furnish and Install Railroad Pavement Marking	8		$280.00	$2,240.00						
B3	Furnish and Install Stop Ahead Pavement Marking	2		$335.00	$670.00						
B4	Furnish and Install Arrow Pavement Marking	48		$80.00	$3,840.00						
B5	Furnish and Install School Pavement Marking	26		$112.00	$2,912.00						
B6	Furnish and Install Bike Symbol Pavement Marking	20		$70.00	$1,400.00						
B7	Furnish and Install Bike Shared Roadway Pavement Symbol (UDOT Plan 3B) with Green Background Marking	20		$775.00	$15,500.00						
B8	Furnish and Install Cross Walk Pavement Marking	1,275		$15.50	$19,762.50						
B9	Furnish and Install Stop Bar Pavement Marking	720		$3.10	$2,232.00						
B10	Furnish and Install 4-foot wide Green Bike Lane	660		$31.00	$20,460.00						
B11	Furnish and Install Dashed White Line Striping	1,320		$0.10	$132.00						
B12	Furnish and Install White Line Striping	33,200		$0.35	$11,620.00						
B13	Furnish and Install Dashed Yellow Line Striping	725		$0.10	$72.50						
B14	Furnish and Install Yellow Median Line Striping	6,000		$0.90	$5,400.00						

BID TABULATION
2026 Roadway Maintenance Project
Bid Opening February 18, 2026

Item No.	Description	Bid Quantity	Unit	GENEVA ROCK							
				Unit Price	Total						
BID SCHEDULE "B" - LIGHT WEIGHT AGGREGATE CHIP SEAL											
B15	Furnish and Install Double Yellow Line Striping	19,600		$0.70	$13,720.00						
B16	Furnish and Install Parking Space Pavement Marking and Striping (Vine Street)	1		$6,200.00	$6,200.00						
SUB TOTAL - BID SCHEDULE "B"				**$1,234,161.00**							
Comments											
BID SCHEDULE "C" - ROTO-MILL AND ASPHALT OVERLAY											
C1	Remove, Adjust and Reinstall Concrete Collars Around W ater Valves and Survey Monuments	20		$6,000.00	$120,000.00						
C2	Remove, Adjust and Reinstall Concrete Collars Around Manholes	13		$5,600.00	$72,800.00						
C3	(Canyon Overlook Drive) Roto-Mill Edge of Existing Roadway (taper 2"	3,200		$4.60	$14,720.00						
C4	(2000 North) Full Width Roto-Mill Existing Roadway 1 ½"	25,200		$1.35	$34,020.00						
C5	Furnish and Install Level Course	100		$200.85	$20,085.00						
C6	Furnish and Install 2 ½" PG 64-28 Asphalt	85,000		$2.71	$230,350.00						
SUB TOTAL - BID SCHEDULE "C"				**$491,975.00**							
Comments											

EXHIBIT B

Agreement for Schedule A

DOCUMENT 00 52 00

AGREEMENT

PART 1 GENERAL

1.1 CONTRACTOR

A. Name: M&M Asphalt Services, Inc.

B. Address: 5464 West Leo Park Road, West Jordan, Utah 84081

C. Telephone number: (801) 280-9400

1.2 OWNER

A. The name of the OWNER is Tooele City Corporation

1.3 CONSTRUCTION CONTRACT

A. The Construction Contract is known as

2026 Roadway Maintenance Project
Bid Schedule A - Slurry Seal Type II

1.4 ENGINEER

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

PART 2 TIME AND MONEY CONSIDERATIONS

2.1 CONTRACT PRICE

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

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

1. Base Bid.

2. _____

3. _____

4. _____

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

D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is: Thirty Four Thousand Two Hundred Twenty Five Dollars ($ $34.225.00).

2.2 CONTRACT TIME

A. All work shall be completed **prior to August 31, 2026**.

B. Any time specified in work sequences in the Summary of Work shall be a part of the Contract Time. All work located adjacent to Schools shall be completed **prior to August 1, 2026.**

2.3 PUNCH LIST TIME

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

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

2.4 **LIQUIDATED DAMAGES**

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

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

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

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

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

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

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

PART 3 EXECUTION

3.1 EFFECTIVE DATE

A. OWNER and CONTRACTOR execute this Agreement and declare it in effect as of the_____day of _____, 2026.

3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

A. CONTRACTOR's signature: _____

B. Please print name here: _____

C. Title: _____

D. CONTRACTOR's Utah license number: _____

Acknowledgment

State of _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026.

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

_____
Notary's signature

_____
Residing at

_____
My commission expires: Notary's seal

3.3 **OWNER'S SUBSCRIPTION AND ACKNOWLEDGMENT**

A. OWNER's signature: _____

B. Please print name here: Maresa Manzione

C. Title: Mayor

ATTEST:

_____
Shilo Baker
Tooele City Recorder

S E A L

APPROVED AS TO FORM

_____
Matthew C. Johnson
Tooele City Attorney

END OF DOCUMENT

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TOOELE CITY CORPORATION

RESOLUTION 2026-12

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH STAKER & PARSONS COMPANIES FOR THE 2026 ROADWAY MAINTENANCE PROJECT, SCHEDULE B.

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

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

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

WHEREAS, the City solicited public bids for the 2026 Roadway Maintenance Project in accordance with the procedures of §72-6-108, Utah Code Annotated, as amended, in three bid schedules: 1) Schedule A for Type II slurry seal; 2) Schedule B for light-weight aggregate chip seal; and, 3) Schedule C for roto-mill and asphalt overlay; and,

WHEREAS, Staker & Parsons Companies submitted a cost proposal of $898,147.35, which is the lowest responsible responsive bid for Schedule B of the Project (see bid results attached as Exhibit A); and,

WHEREAS, the City Administration requests an additional appropriation of about 5% in the amount of $45,000 as contingency for change orders for changed conditions which may arise during the Project, as reviewed and approved by the Mayor:

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

1. the agreement attached as Exhibit B with Staker & Parsons Co. is hereby approved, in the amount of $898,147.35, for completion of the Schedule B of the Project; and,
2. an additional $45,000 contingency is hereby approved, which may be used for changed conditions as reviewed and approved by the Mayor.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this_____ day of _____, 2026.

TOOELE CITY COUNCIL

(For) (Against)

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved) (Disapproved)

_____ _____

ATTEST:

_____
Shilo Baker, City Recorder

S E A L

Approved as to Form: _____
Matthew C. Johnson, Tooele City Attorney

EXHIBIT A

Schedule B Bid Results

BID TABULATION
2026 Roadway Maintenance Project
Bid Opening February 18, 2026

Item No.	Description	Bid Quantity	Unit	HOLBROOK ASPHALT		MORGAN PAVEMENT MANAGEMENT		MORGAN ASPHALT		ASPHALT PRESERVATION	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BID SCHEDULE "A" - SLURRY SEAL TYPE II											
A1	Furnish and Install Slurry Seal Type II - Public Roads	185,000	SF	$0.3700	$68,450.00	$0.2375	$43,937.50	NO BID		$0.3000	$55,500.00
	SUB TOTAL - BID SCHEDULE "A"			**$68,450.00**		**$43,937.50**				**$55,500.00**	
	Comments										
BID SCHEDULE "B" - LIGHT WEIGHT AGGREGATE CHIP SEAL											
B1	Furnish and Install Light Weight Aggregate Chip Seal	2,400,000		$0.42	$1,008,000.00	NO BID		NO BID		NO BID	
B2	Furnish and Install Railroad Pavement Marking	8		$240.00	$1,920.00						
B3	Furnish and Install Stop Ahead Pavement Marking	2		$150.00	$300.00						
B4	Furnish and Install Arrow Pavement Marking	48		$110.00	$5,280.00						
B5	Furnish and Install School Pavement Marking	26		$110.00	$2,860.00						
B6	Furnish and Install Bike Symbol Pavement Marking	20		$115.00	$2,300.00						
B7	Furnish and Install Bike Shared Roadway Pavement Symbol (UDOT Plan 3B) with Green Background Marking	20		$115.00	$2,300.00						
B8	Furnish and Install Cross Walk Pavement Marking	1,275		$8.00	$10,200.00						
B9	Furnish and Install Stop Bar Pavement Marking	720		$4.25	$3,060.00						
B10	Furnish and Install 4-foot wide Green Bike Lane	660		$14.50	$9,570.00						
B11	Furnish and Install Dashed White Line Striping	1,320		$0.60	$792.00						
B12	Furnish and Install White Line Striping	33,200		$0.40	$13,280.00						
B13	Furnish and Install Dashed Yellow Line Striping	725		$0.40	$290.00						
B14	Furnish and Install Yellow Median Line Striping	6,000		$0.40	$2,400.00						

BID TABULATION
2026 Roadway Maintenance Project
Bid Opening February 18, 2026

Item No.	Description	Bid Quantity	Unit	HOLBROOK ASPHALT		MORGAN PAVEMENT MANAGEMENT		MORGAN ASPHALT		ASPHALT PRESERVATION	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BID SCHEDULE "B" - LIGHT WEIGHT AGGREGATE CHIP SEAL (continued)											
B15	Furnish and Install Double Yellow Line Striping	19,600		$0.75	$14,700.00	NO BID		NO BID		NO BID	
B16	Furnish and Install Parking Space Pavement Marking and Striping (Vine Street)	1		$545.00	$545.00						
SUB TOTAL - BID SCHEDULE "B"				**$1,077,797.00**							
Comments											
BID SCHEDULE "C" - ROTO-MILL AND ASPHALT OVERLAY											
C1	Remove, Adjust and Reinstall Concrete Collars Around Water Valves and Survey Monuments	20		NO BID		$1,380.30	$27,606.00	$1,000.00	$20,000.00	NO BID	
C2	Remove, Adjust and Reinstall Concrete Collars Around Manholes	13				$1,749.00	$22,737.00	$1,075.00	$13,975.00		
C3	(Canyon Overlook Drive) Roto-Mill Edge of Existing Roadway (taper 2"	3,200				$6.07	$19,424.00	$3.15	$10,080.00		
C4	(2000 North) Full Width Roto-Mill Existing Roadway 1 ½"	25,200				$0.8250	$20,790.00	$0.51	$12,852.00		
C5	Furnish and Install Level Course	100				$218.30	$21,830.00	$122.00	$12,200.00		
C6	Furnish and Install 2 ½" PG 64-28 Asphalt	85,000				$2.0248	$172,108.00	$1.78	$151,300.00		
SUB TOTAL - BID SCHEDULE "C"						**$284,495.00**		**$220,407.00**			
Comments								Did not use Addendum No. 1. However, the Addendum did not modify Bid Schedule C			

BID TABULATION
2026 Roadway Maintenance Project
Bid Opening February 18, 2026

Item No.	Description	Bid Quantity	Unit	STAKER & PARSONS COMPANIES		BLACK FOREST PAVING		M&M ASPHALT SERVICES		INTERMOUNTAIN SLURRY SEAL	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BID SCHEDULE "A" - SLURRY SEAL TYPE II											
A1	Furnish and Install Slurry Seal Type II - Public Roads	185,000	SF	NO BID		NO BID		$0.1850	$34,225.00	NO BID	
	SUB TOTAL - BID SCHEDULE "A"							**$34,225.00**			
	Comments										
BID SCHEDULE "B" - LIGHT WEIGHT AGGREGATE CHIP SEAL											
B1	Furnish and Install Light Weight Aggregate Chip Seal	2,400,000		$0.36	$864,000.00	NO BID		NO BID		$0.42	$1,008,000.00
B2	Furnish and Install Railroad Pavement Marking	8		$58.85	$470.80					$91.00	$728.00
B3	Furnish and Install Stop Ahead Pavement Marking	2		$58.85	$117.70					$91.00	$182.00
B4	Furnish and Install Arrow Pavement Marking	48		$76.50	$3,672.00					$118.00	$5,664.00
B5	Furnish and Install School Pavement Marking	26		$76.50	$1,989.00					$118.00	$3,068.00
B6	Furnish and Install Bike Symbol Pavement Marking	20		$76.50	$1,530.00					$118.00	$2,360.00
B7	Furnish and Install Bike Shared Roadway Pavement Symbol (UDOT Plan 3B) with Green Background Marking	20		$76.50	$1,530.00					$118.00	$2,360.00
B8	Furnish and Install Cross Walk Pavement Marking	1,275		$1.65	$2,103.75					$2.55	$3,251.25
B9	Furnish and Install Stop Bar Pavement Marking	720		$1.45	$1,044.00					$2.55	$1,836.00
B10	Furnish and Install 4-foot wide Green Bike Lane	660		$1.20	$792.00					$1.82	$1,201.20
B11	Furnish and Install Dashed White Line Striping	1,320		$0.14	$184.80					$0.22	$290.40
B12	Furnish and Install White Line Striping	33,200		$0.29	$9,628.00					$0.46	$15,272.00
B13	Furnish and Install Dashed Yellow Line Striping	725		$0.14	$101.50					$0.22	$159.50
B14	Furnish and Install Yellow Median Line Striping	6,000		$0.29	$1,740.00					$0.45	$2,700.00

BID TABULATION
2026 Roadway Maintenance Project
Bid Opening February 18, 2026

Item No.	Description	Bid Quantity	Unit	STAKER & PARSONS COMPANIES		BLACK FOREST PAVING		M&M ASPHALT SERVICES		INTERMOUNTAIN SLURRY SEAL	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BID SCHEDULE "B" - LIGHT WEIGHT AGGREGATE CHIP SEAL											
B15	Furnish and Install Double Yellow Line Striping	19,600		$0.47	$9,212.00	NO BID		NO BID		$0.73	$14,308.00
B16	Furnish and Install Parking Space Pavement Marking and Striping (Vine Street)	1		$31.80	$31.80					$3,000.00	$3,000.00
	SUB TOTAL - BID SCHEDULE "B"			**$898,147.35**						**$1,064,380.35**	
	Comments										
BID SCHEDULE "C" - ROTO-MILL AND ASPHALT OVERLAY											
C1	Remove, Adjust and Reinstall Concrete Collars Around Water Valves and Survey Monuments	20		NO BID		$750.00	$15,000.00	NO BID		$1,450.00	$29,000.00
C2	Remove, Adjust and Reinstall Concrete Collars Around Manholes	13				$930.00	$12,090.00			$1,150.00	$14,950.00
C3	(Canyon Overlook Drive) Roto-Mill Edge of Existing Roadway (taper 2"	3,200				$3.00	$9,600.00			$3.15	$10,080.00
C4	(2000 North) Full Width Roto-Mill Existing Roadway 1 ½"	25,200				$0.52	$13,104.00			$0.42	$10,584.00
C5	Furnish and Install Level Course	100				$118.00	$11,800.00			$133.00	$13,300.00
C6	Furnish and Install 2 ½" PG 64-28 Asphalt	85,000				$1.78	$151,300.00			$2.00	$170,000.00
	SUB TOTAL - BID SCHEDULE "C"					**$212,894.00**				**$247,914.00**	
	Comments										

BID TABULATION
2026 Roadway Maintenance Project
Bid Opening February 18, 2026

Item No.	Description	Bid Quantity	Unit	GENEVA ROCK							
				Unit Price	Total						
BID SCHEDULE "A" - SLURRY SEAL TYPE II											
A1	Furnish and Install Slurry Seal Type II - Public Roads	185,000	SF	NO BID							
	SUB TOTAL - BID SCHEDULE "A"										
	Comments										
BID SCHEDULE "B" - LIGHT WEIGHT AGGREGATE CHIP SEAL											
B1	Furnish and Install Light Weight Aggregate Chip Seal	2,400,000		$0.47	$1,128,000.00						
B2	Furnish and Install Railroad Pavement Marking	8		$280.00	$2,240.00						
B3	Furnish and Install Stop Ahead Pavement Marking	2		$335.00	$670.00						
B4	Furnish and Install Arrow Pavement Marking	48		$80.00	$3,840.00						
B5	Furnish and Install School Pavement Marking	26		$112.00	$2,912.00						
B6	Furnish and Install Bike Symbol Pavement Marking	20		$70.00	$1,400.00						
B7	Furnish and Install Bike Shared Roadway Pavement Symbol (UDOT Plan 3B) with Green Background Marking	20		$775.00	$15,500.00						
B8	Furnish and Install Cross Walk Pavement Marking	1,275		$15.50	$19,762.50						
B9	Furnish and Install Stop Bar Pavement Marking	720		$3.10	$2,232.00						
B10	Furnish and Install 4-foot wide Green Bike Lane	660		$31.00	$20,460.00						
B11	Furnish and Install Dashed White Line Striping	1,320		$0.10	$132.00						
B12	Furnish and Install White Line Striping	33,200		$0.35	$11,620.00						
B13	Furnish and Install Dashed Yellow Line Striping	725		$0.10	$72.50						
B14	Furnish and Install Yellow Median Line Striping	6,000		$0.90	$5,400.00						

BID TABULATION
2026 Roadway Maintenance Project
Bid Opening February 18, 2026

Item No.	Description	Bid Quantity	Unit	GENEVA ROCK							
				Unit Price	Total						
BID SCHEDULE "B" - LIGHT WEIGHT AGGREGATE CHIP SEAL											
B15	Furnish and Install Double Yellow Line Striping	19,600		$0.70	$13,720.00						
B16	Furnish and Install Parking Space Pavement Marking and Striping (Vine Street)	1		$6,200.00	$6,200.00						
SUB TOTAL - BID SCHEDULE "B"				**$1,234,161.00**							
Comments											
BID SCHEDULE "C" - ROTO-MILL AND ASPHALT OVERLAY											
C1	Remove, Adjust and Reinstall Concrete Collars Around W ater Valves and Survey Monuments	20		$6,000.00	$120,000.00						
C2	Remove, Adjust and Reinstall Concrete Collars Around Manholes	13		$5,600.00	$72,800.00						
C3	(Canyon Overlook Drive) Roto-Mill Edge of Existing Roadway (taper 2"	3,200		$4.60	$14,720.00						
C4	(2000 North) Full Width Roto-Mill Existing Roadway 1 ½"	25,200		$1.35	$34,020.00						
C5	Furnish and Install Level Course	100		$200.85	$20,085.00						
C6	Furnish and Install 2 ½" PG 64-28 Asphalt	85,000		$2.71	$230,350.00						
SUB TOTAL - BID SCHEDULE "C"				**$491,975.00**							
Comments											

EXHIBIT B

Agreement for Schedule B

DOCUMENT 00 52 00

AGREEMENT

PART 1 GENERAL

1.1 CONTRACTOR

A. Name: Staker & Parson Companies

B. Address: 2350 South 1900 West, Ste. 100, Ogden, Utah 84401

C. Telephone number: (801) 731-1111

1.2 OWNER

A. The name of the OWNER is Tooele City Corporation

1.3 CONSTRUCTION CONTRACT

A. The Construction Contract is known as

2026 Roadway Maintenance Project
Bid Schedule B - Light Weight Aggregate Chip Seal

1.4 ENGINEER

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

PART 2 TIME AND MONEY CONSIDERATIONS

2.1 CONTRACT PRICE

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

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

1. Base Bid.

2. _____

3. _____

4. _____

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

D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is: Eight Hundred Ninety Eight Thousand One Hundred Forty Seven Dollars and Thirty Five Cents ($898,147.35).

2.2 CONTRACT TIME

A. All work shall be completed **prior to August 31, 2026**.

B. Any time specified in work sequences in the Summary of Work shall be a part of the Contract Time. All work located adjacent to Schools shall be completed **prior to August 1, 2026.**

2.3 PUNCH LIST TIME

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

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

2.4 **LIQUIDATED DAMAGES**

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

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

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

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

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

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

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

PART 3 EXECUTION

3.1 EFFECTIVE DATE

A. OWNER and CONTRACTOR execute this Agreement and declare it in effect as of the_____day of _____, 2026.

3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

A. CONTRACTOR's signature: _____

B. Please print name here: _____

C. Title: _____

D. CONTRACTOR's Utah license number: _____

Acknowledgment

State of _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026.

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

_____
Notary's signature

_____
Residing at

_____
My commission expires: Notary's seal

3.3 **OWNER'S SUBSCRIPTION AND ACKNOWLEDGMENT**

A. OWNER's signature: _____

B. Please print name here: Maresa Manzione

C. Title: Mayor

ATTEST:

_____
Shilo Baker
Tooele City Recorder

S E A L

APPROVED AS TO FORM

_____
Matthew C. Johnson
Tooele City Attorney

END OF DOCUMENT

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TOOELE CITY CORPORATION

RESOLUTION 2026-13

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH BLACK FOREST PAVING, LLC, FOR THE 2026 ROADWAY MAINTENANCE PROJECT, SCHEDULE C.

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

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

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

WHEREAS, the City solicited public bids for the 2026 Roadway Maintenance Project in accordance with the procedures of §72-6-108, Utah Code Annotated, as amended, in three bid schedules: 1) Schedule A for Type II slurry seal; 2) Schedule B for light-weight aggregate chip seal; and, 3) Schedule C for roto-mill and asphalt overlay; and,

WHEREAS, Black Forest Paving, LLC, submitted a cost proposal of $212,894, which is the lowest responsible responsive bid for Schedule C of the Project (see bid results attached as Exhibit A); and,

WHEREAS, the City Administration requests an additional appropriation of about 5% in the amount of $11,000 as contingency for change orders for changed conditions which may arise during the Project, as reviewed and approved by the Mayor:

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

1. the agreement attached as Exhibit B with Morgan Asphalt is hereby approved, in the amount of $212,894, for completion of the Schedule C of the Project; and,
2. an additional $11,000 contingency is hereby approved, which may be used for changed conditions as reviewed and approved by the Mayor.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this_____ day of _____, 2026.

TOOELE CITY COUNCIL

(For) (Against)

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved) (Disapproved)

_____ _____

ATTEST:

_____
Shilo Baker, City Recorder

S E A L

Approved as to Form: _____
Matthew C. Johnson, Tooele City Attorney

EXHIBIT A

Schedule C Bid Results

BID TABULATION
2026 Roadway Maintenance Project
Bid Opening February 18, 2026

Item No.	Description	Bid Quantity	Unit	HOLBROOK ASPHALT		MORGAN PAVEMENT MANAGEMENT		MORGAN ASPHALT		ASPHALT PRESERVATION	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BID SCHEDULE "A" - SLURRY SEAL TYPE II											
A1	Furnish and Install Slurry Seal Type II - Public Roads	185,000	SF	$0.3700	$68,450.00	$0.2375	$43,937.50	NO BID		$0.3000	$55,500.00
	SUB TOTAL - BID SCHEDULE "A"			**$68,450.00**		**$43,937.50**				**$55,500.00**	
	Comments										
BID SCHEDULE "B" - LIGHT WEIGHT AGGREGATE CHIP SEAL											
B1	Furnish and Install Light Weight Aggregate Chip Seal	2,400,000		$0.42	$1,008,000.00	NO BID		NO BID		NO BID	
B2	Furnish and Install Railroad Pavement Marking	8		$240.00	$1,920.00						
B3	Furnish and Install Stop Ahead Pavement Marking	2		$150.00	$300.00						
B4	Furnish and Install Arrow Pavement Marking	48		$110.00	$5,280.00						
B5	Furnish and Install School Pavement Marking	26		$110.00	$2,860.00						
B6	Furnish and Install Bike Symbol Pavement Marking	20		$115.00	$2,300.00						
B7	Furnish and Install Bike Shared Roadway Pavement Symbol (UDOT Plan 3B) with Green Background Marking	20		$115.00	$2,300.00						
B8	Furnish and Install Cross Walk Pavement Marking	1,275		$8.00	$10,200.00						
B9	Furnish and Install Stop Bar Pavement Marking	720		$4.25	$3,060.00						
B10	Furnish and Install 4-foot wide Green Bike Lane	660		$14.50	$9,570.00						
B11	Furnish and Install Dashed White Line Striping	1,320		$0.60	$792.00						
B12	Furnish and Install White Line Striping	33,200		$0.40	$13,280.00						
B13	Furnish and Install Dashed Yellow Line Striping	725		$0.40	$290.00						
B14	Furnish and Install Yellow Median Line Striping	6,000		$0.40	$2,400.00						

BID TABULATION
2026 Roadway Maintenance Project
Bid Opening February 18, 2026

Item No.	Description	Bid Quantity	Unit	HOLBROOK ASPHALT		MORGAN PAVEMENT MANAGEMENT		MORGAN ASPHALT		ASPHALT PRESERVATION	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BID SCHEDULE "B" - LIGHT WEIGHT AGGREGATE CHIP SEAL (continued)											
B15	Furnish and Install Double Yellow Line Striping	19,600		$0.75	$14,700.00	NO BID		NO BID		NO BID	
B16	Furnish and Install Parking Space Pavement Marking and Striping (Vine Street)	1		$545.00	$545.00						
SUB TOTAL - BID SCHEDULE "B"				**$1,077,797.00**							
Comments											
BID SCHEDULE "C" - ROTO-MILL AND ASPHALT OVERLAY											
C1	Remove, Adjust and Reinstall Concrete Collars Around Water Valves and Survey Monuments	20		NO BID		$1,380.30	$27,606.00	$1,000.00	$20,000.00	NO BID	
C2	Remove, Adjust and Reinstall Concrete Collars Around Manholes	13				$1,749.00	$22,737.00	$1,075.00	$13,975.00		
C3	(Canyon Overlook Drive) Roto-Mill Edge of Existing Roadway (taper 2"	3,200				$6.07	$19,424.00	$3.15	$10,080.00		
C4	(2000 North) Full Width Roto-Mill Existing Roadway 1 ½"	25,200				$0.8250	$20,790.00	$0.51	$12,852.00		
C5	Furnish and Install Level Course	100				$218.30	$21,830.00	$122.00	$12,200.00		
C6	Furnish and Install 2 ½" PG 64-28 Asphalt	85,000				$2.0248	$172,108.00	$1.78	$151,300.00		
SUB TOTAL - BID SCHEDULE "C"						**$284,495.00**		**$220,407.00**			
Comments								Did not use Addendum No. 1. However, the Addendum did not modify Bid Schedule C			

BID TABULATION
2026 Roadway Maintenance Project
Bid Opening February 18, 2026

Item No.	Description	Bid Quantity	Unit	STAKER & PARSONS COMPANIES		BLACK FOREST PAVING		M&M ASPHALT SERVICES		INTERMOUNTAIN SLURRY SEAL	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BID SCHEDULE "A" - SLURRY SEAL TYPE II											
A1	Furnish and Install Slurry Seal Type II - Public Roads	185,000	SF	NO BID		NO BID		$0.1850	$34,225.00	NO BID	
	SUB TOTAL - BID SCHEDULE "A"							**$34,225.00**			
	Comments										
BID SCHEDULE "B" - LIGHT WEIGHT AGGREGATE CHIP SEAL											
B1	Furnish and Install Light Weight Aggregate Chip Seal	2,400,000		$0.36	$864,000.00	NO BID		NO BID		$0.42	$1,008,000.00
B2	Furnish and Install Railroad Pavement Marking	8		$58.85	$470.80					$91.00	$728.00
B3	Furnish and Install Stop Ahead Pavement Marking	2		$58.85	$117.70					$91.00	$182.00
B4	Furnish and Install Arrow Pavement Marking	48		$76.50	$3,672.00					$118.00	$5,664.00
B5	Furnish and Install School Pavement Marking	26		$76.50	$1,989.00					$118.00	$3,068.00
B6	Furnish and Install Bike Symbol Pavement Marking	20		$76.50	$1,530.00					$118.00	$2,360.00
B7	Furnish and Install Bike Shared Roadway Pavement Symbol (UDOT Plan 3B) with Green Background Marking	20		$76.50	$1,530.00					$118.00	$2,360.00
B8	Furnish and Install Cross Walk Pavement Marking	1,275		$1.65	$2,103.75					$2.55	$3,251.25
B9	Furnish and Install Stop Bar Pavement Marking	720		$1.45	$1,044.00					$2.55	$1,836.00
B10	Furnish and Install 4-foot wide Green Bike Lane	660		$1.20	$792.00					$1.82	$1,201.20
B11	Furnish and Install Dashed White Line Striping	1,320		$0.14	$184.80					$0.22	$290.40
B12	Furnish and Install White Line Striping	33,200		$0.29	$9,628.00					$0.46	$15,272.00
B13	Furnish and Install Dashed Yellow Line Striping	725		$0.14	$101.50					$0.22	$159.50
B14	Furnish and Install Yellow Median Line Striping	6,000		$0.29	$1,740.00					$0.45	$2,700.00

BID TABULATION
2026 Roadway Maintenance Project
Bid Opening February 18, 2026

Item No.	Description	Bid Quantity	Unit	STAKER & PARSONS COMPANIES		BLACK FOREST PAVING		M&M ASPHALT SERVICES		INTERMOUNTAIN SLURRY SEAL	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BID SCHEDULE "B" - LIGHT WEIGHT AGGREGATE CHIP SEAL											
B15	Furnish and Install Double Yellow Line Striping	19,600		$0.47	$9,212.00	NO BID		NO BID		$0.73	$14,308.00
B16	Furnish and Install Parking Space Pavement Marking and Striping (Vine Street)	1		$31.80	$31.80					$3,000.00	$3,000.00
	SUB TOTAL - BID SCHEDULE "B"			**$898,147.35**						**$1,064,380.35**	
	Comments										
BID SCHEDULE "C" - ROTO-MILL AND ASPHALT OVERLAY											
C1	Remove, Adjust and Reinstall Concrete Collars Around Water Valves and Survey Monuments	20		NO BID		$750.00	$15,000.00	NO BID		$1,450.00	$29,000.00
C2	Remove, Adjust and Reinstall Concrete Collars Around Manholes	13				$930.00	$12,090.00			$1,150.00	$14,950.00
C3	(Canyon Overlook Drive) Roto-Mill Edge of Existing Roadway (taper 2"	3,200				$3.00	$9,600.00			$3.15	$10,080.00
C4	(2000 North) Full Width Roto-Mill Existing Roadway 1 ½"	25,200				$0.52	$13,104.00			$0.42	$10,584.00
C5	Furnish and Install Level Course	100				$118.00	$11,800.00			$133.00	$13,300.00
C6	Furnish and Install 2 ½" PG 64-28 Asphalt	85,000				$1.78	$151,300.00			$2.00	$170,000.00
	SUB TOTAL - BID SCHEDULE "C"					**$212,894.00**				**$247,914.00**	
	Comments										

BID TABULATION
2026 Roadway Maintenance Project
Bid Opening February 18, 2026

Item No.	Description	Bid Quantity	Unit	GENEVA ROCK							
				Unit Price	Total						
BID SCHEDULE "A" - SLURRY SEAL TYPE II											
A1	Furnish and Install Slurry Seal Type II - Public Roads	185,000	SF	NO BID							
	SUB TOTAL - BID SCHEDULE "A"										
	Comments										
BID SCHEDULE "B" - LIGHT WEIGHT AGGREGATE CHIP SEAL											
B1	Furnish and Install Light Weight Aggregate Chip Seal	2,400,000		$0.47	$1,128,000.00						
B2	Furnish and Install Railroad Pavement Marking	8		$280.00	$2,240.00						
B3	Furnish and Install Stop Ahead Pavement Marking	2		$335.00	$670.00						
B4	Furnish and Install Arrow Pavement Marking	48		$80.00	$3,840.00						
B5	Furnish and Install School Pavement Marking	26		$112.00	$2,912.00						
B6	Furnish and Install Bike Symbol Pavement Marking	20		$70.00	$1,400.00						
B7	Furnish and Install Bike Shared Roadway Pavement Symbol (UDOT Plan 3B) with Green Background Marking	20		$775.00	$15,500.00						
B8	Furnish and Install Cross Walk Pavement Marking	1,275		$15.50	$19,762.50						
B9	Furnish and Install Stop Bar Pavement Marking	720		$3.10	$2,232.00						
B10	Furnish and Install 4-foot wide Green Bike Lane	660		$31.00	$20,460.00						
B11	Furnish and Install Dashed White Line Striping	1,320		$0.10	$132.00						
B12	Furnish and Install White Line Striping	33,200		$0.35	$11,620.00						
B13	Furnish and Install Dashed Yellow Line Striping	725		$0.10	$72.50						
B14	Furnish and Install Yellow Median Line Striping	6,000		$0.90	$5,400.00						

BID TABULATION
2026 Roadway Maintenance Project
Bid Opening February 18, 2026

Item No.	Description	Bid Quantity	Unit	GENEVA ROCK							
				Unit Price	Total						
BID SCHEDULE "B" - LIGHT WEIGHT AGGREGATE CHIP SEAL											
B15	Furnish and Install Double Yellow Line Striping	19,600		$0.70	$13,720.00						
B16	Furnish and Install Parking Space Pavement Marking and Striping (Vine Street)	1		$6,200.00	$6,200.00						
SUB TOTAL - BID SCHEDULE "B"				**$1,234,161.00**							
Comments											
BID SCHEDULE "C" - ROTO-MILL AND ASPHALT OVERLAY											
C1	Remove, Adjust and Reinstall Concrete Collars Around W ater Valves and Survey Monuments	20		$6,000.00	$120,000.00						
C2	Remove, Adjust and Reinstall Concrete Collars Around Manholes	13		$5,600.00	$72,800.00						
C3	(Canyon Overlook Drive) Roto-Mill Edge of Existing Roadway (taper 2"	3,200		$4.60	$14,720.00						
C4	(2000 North) Full Width Roto-Mill Existing Roadway 1 ½"	25,200		$1.35	$34,020.00						
C5	Furnish and Install Level Course	100		$200.85	$20,085.00						
C6	Furnish and Install 2 ½" PG 64-28 Asphalt	85,000		$2.71	$230,350.00						
SUB TOTAL - BID SCHEDULE "C"				**$491,975.00**							
Comments											

EXHIBIT B

Agreement for Schedule C

DOCUMENT 00 52 00

AGREEMENT

PART 1 GENERAL

1.1 CONTRACTOR

A. Name: Black Forest Paving, LLC

B. Address: 6153 Broken Rock Circle, South Jordan, Utah 84009

C. Telephone number: (801) 280-1313

1.2 OWNER

A. The name of the OWNER is Tooele City Corporation

1.3 CONSTRUCTION CONTRACT

A. The Construction Contract is known as

2026 Roadway Maintenance Project
Bid Schedule C - Roto-Mill and Asphalt Overlay

1.4 ENGINEER

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

PART 2 TIME AND MONEY CONSIDERATIONS

2.1 CONTRACT PRICE

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

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

1. Base Bid.

2. _____

3. _____

4. _____

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

D. Based upon the above awarded schedules and the Agreement Supplement (if any), the Contract Price awarded is: Two Hundred Twelve Thousand Eight Hundred Ninety Four Dollars ($212,894.00).

2.2 CONTRACT TIME

A. All work shall be completed **prior to August 31, 2026**.

B. Any time specified in work sequences in the Summary of Work shall be a part of the Contract Time. All work located adjacent to Schools shall be completed **prior to August 1, 2026.**

2.3 PUNCH LIST TIME

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

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

2.4 **LIQUIDATED DAMAGES**

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

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

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

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

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

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

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

PART 3 EXECUTION

3.1 EFFECTIVE DATE

A. OWNER and CONTRACTOR execute this Agreement and declare it in effect as of the_____day of _____, 2026.

3.2 CONTRACTOR'S SUBSCRIPTION AND ACKNOWLEDGMENT

A. CONTRACTOR's signature: _____

B. Please print name here: _____

C. Title: _____

D. CONTRACTOR's Utah license number: _____

Acknowledgment

State of _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026.

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

_____
Notary's signature

_____
Residing at

_____
My commission expires: Notary's seal

3.3 **OWNER'S SUBSCRIPTION AND ACKNOWLEDGMENT**

A. OWNER's signature: _____

B. Please print name here: Maresa Manzione

C. Title: Mayor

ATTEST:

_____
Shilo Baker
Tooele City Recorder

S E A L

APPROVED AS TO FORM

_____
Matthew C. Johnson
Tooele City Attorney

END OF DOCUMENT

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TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE

02/24/26

DESCRIPTION OF EXPENDITURE: **VENDOR:** OWEN EQUIPMENT V# 10012

MAIN JETTER PUMP FOR CLEANING MAIN SEWER LINES

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

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
OPERATION & MAINTENANCE	52 5200 252000	700,000.00	402,687.00	34,024.45	263,288.55
TOTAL:				34,024.45	

REQUESTED /s/ Nathan Farnes
DEPARTMENT HEAD

REVIEWED Shannon L Dimmick
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN

REQUEST FOR PURCHASE ORDER
PUBLIC WORKS DIVISION
WATER RECLAMATION FACILITY
3300 North 1200 West
Tooele, Utah 84074

Vendor: Owen Equipment Vendor #: 10012

Account #: 52.5200.252000 Date: 2.13.26

Amount: 34024.45 WRF Signature: JZ, MF

Item(s) Description: Main Jetter pump for cleaning main sewer lines.

Reason for Purchase: pump and cylinders are rotted through need replacement to return to service

Approval:

Signature _____ PO #: _____

When approved please forward the approval to WRF via jamieg@tooelecity.gov

OWEN EQUIPMENT

SALES | SERVICE | PARTS | RENTALS

Please Remit Payment to:
Owen Equipment Co.
PO Box 30640
Los Angeles, CA 90030-0640
Federal ID No: 83-1127731
(800) 992-3656

SALES ORDER ESTIMATE

Account#	Work Ord	Brc	Sls
S1635		20	836

Date Time	Order #	Page
01-28-26 13:03	137646	1

Sold To: 000
TOOELE CITY CORPORATION
1015 S COLEMEN

TOOELE UT 84074-0089

Ship To:
TOOELE CITY CORPORATION
1015 S COLEMEN

TOOELE UT 84074-0089

Ship Via Will Call

Entered By	Customer Purchase Order	Customer Contact	Ord Date
merkley		CRAIG 435-241-2173	01-23-26

		Equip ID	Customer Job #	Customer Phone #
RAMJET	01-02T-1264		38366	4358432100

Ord	Ship	B/O	Mfg	Part Number Description	Bin	Unit Price	UM	Extended
NOTE THIS IS NOT AN INVOICE. YOUR INVOICE WILL FOLLOW WITH REMITTANCE INFORMATION. PLEASE DO NOT REMIT PAYMENT TO THE SALT LAKE ADDRESS.								
55	55		TPI	AW32 HYDRAULIC OIL	DOOR8	15.89	Ea	873.95
1	1		VAC	46961 CYLINDER,HYD,TIE ROD,3X15	FS2	468.30	EA	468.30
1	1	Y	VAC	46961B PIN KIT	.....	34.83	EA	34.83
1	1	Y	VAC	62180 RODDER PUMP ASSEMBLY	YARD	25,697.57	EA	25,697.57
1	1		VAC	41280 SCREEN 80 MESH 3"	Z13D	49.40	EA	49.40
2	2		VAC	507349 CHECK VALVE, 3"	Z14F	631.79	EA	1,263.58
2	2		VAC	507171 DISCHARGE VALVE ASSY, 2"	Z14F	391.05	EA	782.10
1	1		ELG	1099061 CARTRIDGE,HYD FILTER	Z21E	199.24	EA	199.24
1.50			SR	DIAG		175.00		262.50
10.50			SR	REMOVE AND TEAR DOWN		195.00		2,047.50

NO RETURNS WITHOUT RETURN GOODS AUTHORIZATION.
A RESTOCKING CHARGE OF 15 PERCENT WILL BE APPLIED ON ALL ITEMS ORDERED IN ERROR (20 PERCENT FOR SPECIAL ORDER PARTS).
NO REFUNDS ON RETURNS RECEIVED AFTER 180 DAYS FROM DATE OF SALE.

Total Amount

Continued

SELLER EXPRESSLY DISCLAIMS ALL EXPRESS WARRANTIES ON PRODUCTS IT SELLS. ANY WARRANTY IS THAT OF THE MANUFACTURER ONLY AND NOT OF THE SELLER.

25% RE-STOCKING FEE MAY APPLY ON ANY RETURNED PARTS. NO RETURNS ON SPECIAL ORDER, MANUFACTURED PARTS, VALVES OR ELECTRONICS. NO RETURNS AFTER 30 DAYS.

PAYMENT TERMS:
PARTS INVOICES - NET 30 DAYS FROM DATE OF INVOICE
EQUIPMENT SALES & RENTAL INVOICES - DUE UPON RECEIPT
1.5% FINANCE CHARGE PER MONTH (18% ANNUAL RATE).

OWEN EQUIPMENT

SALES | SERVICE | PARTS | RENTALS

Please Remit Payment to:
Owen Equipment Co.
PO Box 30640
Los Angeles, CA 90030-0640
Federal ID No: 83-1127731
(800) 992-3656

Account#	Work Ord	Brc	Sls
S1635		20	836

SALES ORDER ESTIMATE

Date Time	Order #	Page
01-28-26 13:03	137646	2

Sold To: 000
TOOELE CITY CORPORATION
1015 S COLEMEN

TOOELE UT 84074-0089

Ship To:
TOOELE CITY CORPORATION
1015 S COLEMEN

TOOELE UT 84074-0089

Ship Via Will Call

Entered By	Customer Purchase Order	Customer Contact	Ord Date
merkley		CRAIG 435-241-2173	01-23-26

		Equip ID	Customer Job #	Customer Phone #
RAMJET	01-02T-1264		38366	4358432100

Ord	Ship	B/O	Mfg	Part Number	Description	Bin	Unit Price	UM	Extended
					NOTE THIS IS NOT AN INVOICE. YOUR INVOICE WILL FOLLOW WITH REMITTANCE INFORMATION. PLEASE DO NOT REMIT PAYMENT TO THE SALT LAKE ADDRESS.				
7.00			SR		INSTALL PUMP		195.00		1,365.00
1.00			SR		TESTING		195.00		195.00
1.00			SR		DIAG OIL LEAK		195.00		195.00
2.00			SR		REPLACE HOSE REEL CYLINDER		195.00		390.00
			SS		SHOP SUPPLIES-SLC				111.38
			ENV		ENVIRONMENTAL CHARGE - SHOP-SL				89.10
			UT		Utah Sales Tax				0.00

VENDOR # 10012
P.O. #
DEPT. # ~~52-252000~~ 52-5200-252000
DATE 2/13/26
AMOUNT $34,024.45
SIGNATURE

NO RETURNS WITHOUT RETURN GOODS AUTHORIZATION.
A RESTOCKING CHARGE OF 15 PERCENT WILL BE APPLIED ON ALL ITEMS ORDERED IN ERROR (20 PERCENT FOR SPECIAL ORDER PARTS).
NO REFUNDS ON RETURNS RECEIVED AFTER 180 DAYS FROM DATE OF SALE.

Total Amount 34,024.45

Total Weight 986.8

SELLER EXPRESSLY DISCLAIMS ALL EXPRESS WARRANTIES ON PRODUCTS IT SELLS. ANY WARRANTY IS THAT OF THE MANUFACTURER ONLY AND NOT OF THE SELLER.

25% RE-STOCKING FEE MAY APPLY ON ANY RETURNED PARTS. NO RETURNS ON SPECIAL ORDER, MANUFACTURED PARTS, VALVES OR ELECTRONICS. NO RETURNS AFTER 30 DAYS.

PAYMENT TERMS:
PARTS INVOICES - NET 30 DAYS FROM DATE OF INVOICE
EQUIPMENT SALES & RENTAL INVOICES - DUE UPON RECEIPT
1.5% FINANCE CHARGE PER MONTH (18% ANNUAL RATE).

City Council Work and RDA Meeting Minutes

Date: February 18, 2026
Time: 5:30 p.m.
Place: Tooele City Hall Council Chambers
90 North Main Street, Tooele City, Utah

Council Members Present
Justin Brady
Dave McCall
Ed Hansen
Melodi Gochis
Jon Gossett

Staff Present
Maresa Manzione, Mayor
Matthew Johnson, City Attorney
Nathan Farrer, Public Works Director
Darwin Cook, Parks and Recreation Director
Jamie Grandpre, Former Public Works Director
John Perez, Economic Development Director
Kelley Anderson, Planning Commissioner
Paul Hansen, City Engineer
Andrew Aagard, Community Development Director
Shannon Wimmer, Finance Director
Shilo Baker, City Recorder
Loretta Herron, Deputy City Recorder

Minutes Prepared by Teresa Young

1. **Open City Council Meeting**

   Chairman Brady opened the meeting at 5:30 p.m.

2. **Roll Call**

   Jon Gossett, Present
   Melodi Gochis, Present
   Ed Hansen, Present
   Dave McCall, Present
   Justin Brady, Present

3. **Mayor's Report**

   Mayor Manzione expressed appreciation for recent snowfall and noted that additional snow is expected, which will be beneficial moving into the summer months.

DRAFT

Mayor Manzione provided a brief legislative update, she reported that there are over 900 bills currently active and approximately 12 days remaining in the legislative session. Council members were encouraged to follow League meetings, which are recorded and available online. Mayor Manzione also reported attending a Shelter Cities Board meeting focused on homelessness-related legislation. Discussions included proposed legislation aimed at consolidating homeless-related bills and ongoing efforts to revise the homeless mitigation funding formula to more equitably support cities with homeless shelters, particularly those not currently receiving mitigation funds.

Mayor Manzione recognized the swearing-in of five new police officers in recent weeks. Weather-related impacts were also reported, including downed power lines, fallen trees, fence damage, wind-related damage at the golf course, and several fires. The Mayor extended sincere thanks to Public Works, Police, and Fire departments for their continued efforts and responsiveness during a particularly demanding period.

4. **Council Members' Report**

Councilman McCall reported limited activity since the last meeting. He attended a ribbon cutting ceremony at Tropical Smoothie Cafe earlier in the month. He also expressed appreciation for the opportunity to take vacation time and noted his absence from the previous two meetings.

Councilman Hansen reported limited city-related activity over the past two weeks due to work-related travel. He noted positive conditions from recent snowfall and expressed optimism that the snowpack will continue to improve.

Councilwoman Gochis reported she also attended the ribbon cutting for Tropical Smoothie Cafe. She also participated in an RDA Executive Meeting on February 5 and an RDA Meeting on February 12. She attended the retirement luncheon for Jamie Grandpre and expressed appreciation for his service, wishing him and his wife well in their next chapter. On February 17, she attended the legislative session at the State Capitol with Representative Peck and noted her appreciation for the building and its use of Utah-sourced materials. She also attended an LPC meeting via Zoom and participated in the City's budget kickoff meeting. She thanked the Mayor, Shannon Wimmer, and Kami for their presentations and noted that the meeting provided a strong foundation for understanding this year's budget needs.

Councilman Gossett reported attending the City's budget kickoff meeting. He also participated in an Arts Council meeting, where updates were provided on progress at the Ritz Theater, including completion of the ceiling, upcoming events beginning this week, and finalization of the Fridays on Vine lineup. He attended a Children's Justice Center meeting and noted the significant impact the organization had over the past year based on reported service numbers. Additionally, he completed Open and Public Meetings Act training and Introductory Training for Municipal Officials.

Councilman Brady reported attending the City's budget kickoff meeting and noted that it included a productive discussion. He expressed confidence in the City's strong financial position and acknowledged the work done over the years to maintain it. He also reported ongoing participation in weekly staff meetings and thanked City staff for their continued efforts, emphasizing that much of their important work occurs behind the scenes.

DRAFT

5. **Discussion Items**

   a. **A Discussion on Resolution 2026-08** A Resolution of the Tooele City Council Waiving Development Impact Fees for the Tooele County Housing Authority's Harvey Subdivision
      Presented by Matthew Johnson, City Attorney

Mr. Johnson advised that during tonight's work meeting, and again at the upcoming business meeting, the City Council will consider a request from the Tooele County Housing Authority to waive a portion of the impact fees associated with the proposed Harvey Subdivision, which includes six dwelling units.

Total impact fees are approximately $16,000 per unit. Under City Code Section 4-15-5, the Council may waive up to $10,000 per unit. Approval of the waiver would require the waived portion to be covered through another City funding source and would reduce financial barriers for the Housing Authority in delivering affordable homeownership opportunities.

Karen Kuipers, Executive Director for Tooele County Housing Authority presented information on its Mutual Self-Help Housing Program, a USDA Rural Development–supported home ownership program that enables low-and very-low-income households to build their own homes through sweat equity. Participants contribute a minimum of 30 hours per week over approximately nine months, allowing them to qualify for low-interest mortgages and achieve homeownership. The program recently completed 21 homes in the Murdoch Subdivision, and six applicants have applied for homes in the Harvey Subdivision located at 600 North 200 West.

Ms. Kupiers advised that Council previously approved a similar impact fee waiver for the Murdock Subdivision, which was critical in allowing very-low-income families to qualify. Without the waiver, some applicants—particularly those at or below 50% of Area Median Income—would be unable to participate.

Ms. Kuipers shared profiles of program participants, including teachers, law enforcement officers, healthcare workers, tradespeople, and veterans, highlighting the program's community impact. Estimated mortgage payments range from approximately $950 to $1,500 per month, depending on income and subsidy levels.

Mayor Manzione reminded Council that any waived impact fees would still need to be paid by the City, likely from fund balance.

   b. **A Discussion on J-U-B Water Rights Planning Study**
      Presented by Jamie Grandpre, former Public Works Director, and Nathan Farrer, Public Works Director

Mr. Grandpre, Mr. Farrer, and J-U-B representative Andrew Hobbs presented results of a Water Rights Planning Study initiated approximately one year ago to evaluate the City's long-term water sustainability in the context of population growth, climate variability, and regulatory constraints. The study was conducted in coordination with the City's Water Master Plan, Water Reuse Plan, and 40-Year Water Rights Plan, and is intended to provide a strategic roadmap for future water policy decisions.

The City currently holds approximately 19,205 acre-feet of water rights on paper; however, after accounting for engineering adjustments, conversion of irrigation rights to municipal use, and a 10 percent drought safety factor, the City's reliable usable water supply is estimated at approximately 12,365 acre-feet. Based on a projected annual growth rate of two percent, water demand is expected to reach approximately 16,576 acre-feet by the year 2060, resulting in a projected long-term deficit of roughly 4,200 acre-feet if no action is taken.

Because the Tooele Valley is a closed basin, the City cannot obtain new water rights and must instead acquire rights from existing holders. As a result, the study recommends maintaining or strengthening the current developer exaction policy requiring new development to provide water rights, rather than allowing fee-in-lieu payments, which could shift the long-term burden of water acquisition to existing ratepayers.

The study emphasizes the importance of protecting existing water rights from forfeiture, managing groundwater use to avoid net increases despite population growth, and preserving access to key water rights. It also highlights the need to expand water reuse from the Water Reclamation Facility for secondary irrigation purposes, continue strategic well development near growth areas to minimize infrastructure costs, and implement conservation measures targeting a 15 to 20 percent reduction in demand, particularly among high-volume water users.

A phased implementation plan extending through 2060 was presented, beginning with near-term actions such as completing the Rogers Road well, initiating additional test wells, expanding reuse infrastructure, refining developer water policies, and enhancing aquifer monitoring. The planning framework includes a built-in drought buffer to maintain service reliability during dry years. Council discussion focused on aquifer capacity, well drilling strategy, reuse feasibility, conservation goals, and the importance of maintaining local control over water policy. Staff emphasized that proactive planning is essential to ensure the City can continue to meet water demands for both current and future residents.

6. **Closed Meeting**

~ Litigation, Property Acquisition, and/or Personnel

Chairman Brady stated there was a need for a Closed Meeting due to pending litigation and/or property acquisition.

Motion: Councilman Hansen moved to proceed into a Closed Meeting. Councilman McCall seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilwoman Gochis, "Aye"; Councilman Gossett, "Aye"; Chairman Brady, "Aye". There were none opposed. The motion passed 5-0.

The public meeting recessed at 6:23 p.m. The Council reconvened for the Closed Meeting in the Large Conference Room.

Chairman Brady called the Closed Meeting to order at 6:28 p.m.

Roll Call: Councilman Jon Gossett, Present; Councilman Ed Hansen, Present; Councilman Dave McCall, Present; Councilwoman Melodi Gochis, Present; and Councilman Justin Brady, Present.

Also, in attendance: Mayor Maresa Manzione; John Perez, Economic Development Director; Matt Johnson, City Attorney; Shilo Baker, City Recorder; Paul Hansen, Contract City Engineer;

Nathan Farrer, Public Works Director; Shannon Wimmer, Finance Director; Andrew Aagard, Community Development Director; and Darwin Cook, Parks & Recreation Director.

7. Adjourn

Upon conclusion of the Closed Meeting, Chairman Brady adjourned the meeting at 6:55 p.m.

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

Approved this ____ day of March, 2026

_____

Justin Brady, City Council Chair

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City Council Business Meeting Minutes

Date: February 18, 2026
Time: 7:06 p.m.
Place: Tooele City Hall Council Chambers
90 North Main Street, Tooele City, Utah

Council Members Present:
Justin Brady
Dave McCall
Ed Hansen
Jon Gossett
Melodi Gochis

Staff Present:
Maresa Manzione, Mayor
Matthew Johnson, City Attorney
Nathan Farrer, Public Works Director
Darwin Cook, Parks and Recreation Director
Kelley Anderson, Planning Commissioner
Adrian Day, Police Chief
Paul Hansen, City Engineer
Andrew Aagard, Community Development Director
Shannon Wimmer, Finance Director
Shilo Baker, City Recorder
Loretta Herron, Deputy City Recorder
Chase Randall, Library Director

Minutes Prepared by Teresa Young

1. **Pledge of Allegiance**
   Chairman Brady called meeting to order at 7:06 and led the Pledge of Allegiance.

2. **Roll Call**
   Jon Gossett, Present
   Melodi Gochis, Present
   Ed Hansen, Present
   Dave McCall, Present
   Justin Brady, Present

3. **America 250 Tribute**
   Reading of the Declaration of Independence Presented by Chase Randall, Library Director

DRAFT

Mr. Randall volunteered to read the Declaration of Independence. In doing so, he noted that while much of the Council's work focuses on the technical details and day-to-day mechanics of governance—such as water rights, development, and policy—it is important to periodically reflect on the underlying purpose of that work. He observed that while the Constitution, along with the state constitution and city charter, defines the "how" of government, the Declaration of Independence clearly articulates the "why," serving as a reminder of the principles and values that guide public service.

4. **State Funded Grant for Court Victim Advocates**

Presented by Velynn Matson, Tooele Victim Advocate

Ms. Matson, Court Victim Advocate with the Tooele City Police Department, provided a biannual update as required by state grant funding. She reported that beginning with the current grant cycle in July, her approved hours were increased, allowing the program to expand services. As a result, the Victim Advocate program assisted 426 crime victims, compared to 302 victims served during the previous eight-month period.

Ms. Matson noted that the additional hours have improved consistency in outreach and support for victims and their families. She highlighted a significant case involving a DUI-related homicide that occurred on September 26, 2025, at Main Street and 2400 North. The defendant has since entered a guilty plea and was sentenced to one to twenty years in the Utah State Prison. Victim services were provided to the surviving family, including support during court proceedings and victim impact statements. She also reported that victim services are currently being provided to the family affected by the recent incident at Main Street and 1000 North. Ms. Matson expressed appreciation for the City's continued support of victim services. Council members thanked her for her work and commitment to the community.

5. **Public Comment Period**

Chairman Brady reported that the city received one public comment via email on Tuesday, February 17, at 10:39 a.m. The email expressed concerns regarding the installation of cameras throughout the City and requested information on who approved and installed the cameras, as well as the associated cost to taxpayers. The comment was submitted by Shyanna Jorgensen of Tooele.

Chairman Brady opened the public hearing at 7:19 p.m. Seeing no members of the public coming forward, Chairman Brady closed the public hearing at 7:19 p.m.

6. **Public Hearing and Motion on Ordinance 2026-02 An Ordinance of the Tooele City Council Vacating a Municipal Utility Easement Near 2400 North Main Street (The Peak at Compass Point Subdivision) and Accepting a Replacement Municipal Utility Easement for Identical Utility Service to the Same Area**

Presented by Paul Hansen, City Engineer

Mr. Hansen advised this resolution addresses a utility easement within the Peak at Compass Point development, located at the northwest corner of 2400 North and SR-36. The City has a water line running through the development that connects back into the municipal system, making it public infrastructure that must be protected from cross-contamination and potential damage. While an easement was originally

created and shown on the subdivision plat, minor adjustments were made during construction to account for field conditions. This action vacates the original easement and replaces it with a new easement that accurately reflects the utilities as they were constructed. The revised easement does not change the size or scope of the easement; it simply corrects its location to match existing infrastructure.

Chairman Brady opened the public hearing at 7:21 p.m. Seeing no members of the public coming forward, Chairman Brady closed the public hearing at 7:21 p.m.

Motion: Council Member Hansen moved to approve Ordinance 2026-02 An Ordinance of the Tooele City Council Vacating a Municipal Utility Easement Near 2400 North Main Street (The Peak at Compass Point Subdivision) and Accepting a Replacement Municipal Utility Easement for Identical Utility Service to the Same Area. Councilman McCall seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Council Hansen, "Aye"; Councilwoman Gochis, "Aye"; Councilman Gossett, "Aye"; and Chairman Brady, "Aye". The motion passed 5-0.

7. **Ordinance 2026-03 An Ordinance of the Tooele City Council Amending Tooele City Code Chapter 1-26, Clarifying Application of Fee Changes to New and Pending Submissions, and Updating Reference to Utah Code**

Presented by Shannon Wimmer, Finance Director

Ms. Wimmer advised that this ordinance updates City Code 1-26, Sections 1 and 2, to clarify when newly adopted fees take effect. Under the revised language, any fee change approved by the City Council will apply to all new and pending applications or submissions for which the fee has not yet been paid in full, unless the fee is otherwise vested by law or governed by a written agreement with the City. In general, fees will take effect immediately upon adoption unless a different effective date is specified in the adopting resolution. This recognizes existing exceptions, such as impact fees, which are subject to a statutory 90-day waiting period. The clarification is intended to ensure consistency in internal procedures and fee implementation.

Motion: Councilwoman Gochis moves to approve Ordinance 2026-03 An Ordinance of the Tooele City Council Amending Tooele City Code Chapter 1-26, Clarifying Application of Fee Changes to New and Pending Submissions, and Updating Reference to Utah Code. Councilman Gossett seconded the motion. The vote was as follows: Councilman Gossett, "Aye"; Councilwoman Gochis, "Aye"; Councilman Hansen, "Aye"; Councilman McCall, "Aye"; and Chairman Brady, "Aye". The motion passed 5-0.

8. **Resolution 2026-06 A Resolution of the Tooele City Council Amending the Legislative Policy Regarding Public Comments in Public Meetings, Applicable to the Public Comment Period and Public Hearings**

Presented by Matthew Johnson, City Attorney

Mr. Johnson advised that this resolution amends the City's public comment policy to clarify how written public comments are handled. The update addresses uncertainty regarding which portions of the existing policy—originally focused on verbal, in-person comments—apply to comments submitted in writing. Additional clarifications distinguish between public hearings and the general public comment period. Revisions discussed at the prior work meeting are reflected in the red- and blue-lined version, with red indicating the original proposed changes and blue indicating revisions made since that meeting. A key change extends the deadline for written comments from 5:00 p.m. to 11:59 p.m. the day prior to the

meeting, providing clearer guidance to both staff and the public. Minor edits were also made to improve clarity and avoid impractical requirements. The overall purpose of the resolution is to ensure consistency, transparency, and clear procedures for receiving written public comments.

Motion: Councilman McCall moves to approve Resolution 2026-06 A Resolution of the Tooele City Council Amending the Legislative Policy Regarding Public Comments in Public Meetings, Applicable to the Public Comment Period and Public Hearings. Councilman Hansen seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilwoman Gochis, "Aye"; Councilman Gossett, "Aye"; and Chairman Brady, "Aye". The motion passed 5-0.

9. **Resolution 2026-08 A Resolution of the Tooele City Council Waiving Development Impact Fees for the Tooele County Housing Authority's Harvey Subdivision**

Presented by Matthew Johnson, City Attorney

Mr. Johnson advised this resolution considers a request from the Tooele County Housing Authority for a waiver of impact fees associated with the construction of six dwelling units. The City Council has the discretionary authority to waive up to $10,000 per dwelling unit for this type of housing, for a potential total waiver of $60,000. Any approved waiver would be funded from the City's fund balance. Consistent with prior resolutions, the specific dollar amount is left blank in the resolution and would be stated in the motion if approved. The matter was discussed earlier in the work meeting, with councilmembers expressing support for approving the maximum waiver amount per unit due to the positive impact on housing affordability.

Motion: Councilman Gossett moved to approve Resolution 2026-08 A Resolution of the Tooele City Council Waiving Development Impact Fees for the Tooele County Housing Authority's Harvey Subdivision for $10,000 each dwelling unit for a total of $60,000. Councilwoman Gochis seconded the motion. The vote was as follows Councilman Gossett, "Aye"; Councilwoman Gochis, "Aye"; Councilman Hansen, "Aye"; Councilman McCall, "Aye"; and Chairman Brady, "Aye". The motion passed 5-0.

10. **Resolution 2026-07 A Resolution of the Tooele City Council Approving an Agreement with Aarrow Landscape Construction, LLC, for the 2026 Tooele Valley Museum Sidewalk Project**

Presented by Darwin Cook, Parks & Recreation Director

Mr. Cook provided an update on recent improvements to the Tooele Valley Museum and Historical Park property, including multiple sidewalk upgrades and enhanced public access. A key improvement for the upcoming season is the inclusion of the Foreman's House as part of the museum exhibit, now fully accessible to the public with the addition of an ADA-compliant ramp. Mr. Cook emphasized the museum's growing value as a community asset and its role in preserving and sharing local history. The resolution presented proposes entering into a contract with Aarrow Landscape Construction LLC, to

construct a new six-foot-wide sidewalk along the south side of the museum property where an existing sidewalk easement exists but no sidewalk is currently built. The area is heavily used by pedestrians, including students, and the new sidewalk would replace an informal dirt path. The project also includes repairing deteriorated sidewalk sections between First Street and Pinehurst, adding an ADA-compliant crossing, and removing obsolete driveway approaches from the site's former use as a depot. The project was competitively bid, with twelve bidders responding. Aarrow Landscape Construction, LLC, was

selected as the low bidder with a total cost of $73,591.25. Of that amount, $65,497.50 will be funded through the Capital Projects Fund for the museum portion, and $8,093.75 will come from the General Sidewalk Fund for the First Street to Pinehurst segment. The contractor has a proven track record with prior city sidewalk and parking lot projects. Councilmembers expressed support for the project, noting improvements to safety, accessibility, and the overall appearance of the property.

Motion: Councilwoman Gochis moved to approve Resolution 2026-07 A Resolution of the Tooele City Council Approving an Agreement with Aarrow Landscape Construction, LLC, for the 2026 Tooele Valley Museum Sidewalk Project. Councilman McCall seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye", Councilwoman Gochis, "Aye", Councilman Gossett, "Aye"; and Chairman Brady, "Aye". The motion passed 5-0.

11. **Invoices & Purchase Orders**
Presented by Shilo Baker, City Recorder

No invoices were presented.

12. **Minutes**
~February 4, 2026 Work Meeting
~February 4, 2026 Business Meeting

Motion: Councilman Hansen made a motion to approve the February 4, 2026 Work Meeting Minutes and the February 4, 2026 Meeting Minutes. Councilwoman Gochis seconded the motion. The vote was as follows: Councilman Gossett, "Aye"; Councilwoman Gochis, "Aye"; Councilman Hansen, "Aye"; Councilman McCall, "Aye"; and Chairman Brady, "Aye". The motion passes 5-0.

13. **Adjourn**
Chairman Brady adjourned the meeting at 7:38 p.m.

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

Approved this _____ day of March, 2026

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Justin Brady, City Council Chair

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