
PUBLIC NOTICE

Notice is hereby given that the Tooele City Council will meet in a Business Meeting on Wednesday, April 1, 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.tooelecitey.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@tooelecitey.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/@tooelecitey> 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@tooelecitey.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. **America 250 Library Monument Refurbishment**
Presented by Chase Randall, Library Director
6. **Public Hearing and Motion on Ordinance 2025-32** An Ordinance of Tooele City Council Amending Section 7-9-2 of Tooele City Code Regarding the Parking of Recreational Vehicles
Presented by Adrian Day, Police Chief
7. **Public Hearing and Motion on Ordinance 2026-07** An Ordinance of Tooele City Amending Tooele City Code Section 7-26-3 Regarding Water Rights Exactions
Presented by Paul Hansen, City Engineer
8. **Public Hearing and Motion on Ordinance 2026-08** An Ordinance of the Tooele City Council Amending Section 7-4-7 of the Tooele City Code Regarding the Parking of Operable Motorized Vehicles in the Front and Side Yards of Residential Properties in Single-Family Residential Zoning Districts
Presented by Andrew Aagard, Community Development Director
9. **Resolution 2026-16** A Resolution of the Tooele City Council Consenting to the Mayor's Appointment of William Monosso to the Tooele Valley Museum Advisory Board
Presented by Maresa Manzione, Mayor

10. **Resolution 2026-17** A Resolution of the Tooele City Council Approving an Agreement Change Order No. 3 with Hydro Resources Rocky Mountain, Inc., for Drilling of the 2025 Tooele City Wells Project
Presented by Nathan Farrer, Public Works Director
11. **Resolution 2026-18** A Resolution of the Tooele City Council Approving an Agreement with Huber Technology, LLC, for the Water Reclamation Facility Solar Dryer Project
Presented by Nathan Farrer, Public Works Director
12. **Resolution 2026-19** A Resolution of the Tooele City Council Authorizing the Application for and Acceptance of Edward Byrne Justice Assistance Grant Funding for Police Department Equipment
Presented by Adrian Day, Police Chief
13. **Resolution 2026-20** A Resolution of the Tooele City Council Approving an Interlocal Agreement Between Tooele City and Tooele County for 2026 Edward Byrne Justice Assistance Grant Funds
Presented by Adrian Day, Police Chief
14. **Invoices & Purchase Orders**
Presented by Shilo Baker, City Recorder
15. **Minutes**
~March 18, 2026 Business Meeting
16. **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

ORDINANCE 2025-32

AN ORDINANCE OF TOOELE CITY COUNCIL AMENDING SECTION 7-9-2 OF TOOELE CITY CODE REGARDING THE PARKING OF RECREATIONAL VEHICLES.

WHEREAS, Utah Code §10-8-84 and §10-20-101 authorize cities to enact ordinances, resolutions, and rules and to enter other forms of land use controls they consider necessary or appropriate for the use and development of land within the municipality to provide for the health, safety, welfare, prosperity, peace, and good order, comfort, convenience, and aesthetics of the municipality; and,

WHEREAS, Tooele City Code Chapter 7-9 regulates recreational vehicles in Tooele City, and,

WHEREAS, the City Administration recommends amending Title 7 Chapter 9 Section 2 as shown in Exhibit A; and,

WHEREAS, the proposed amendments shown in red text in Exhibit A have been formulated by the City Attorney in cooperation with the Tooele City Police Department, which enforces RECREATIONAL VEHICLE code, in order to add provisions related to recreational vehicle accommodations at homeless shelter facilities; and,

WHEREAS, the proposed amendments serve to modernize, correct, supplement, and clarify Title 7, making Title 7 serve the best interests of Tooele City and the public; and,

WHEREAS, on February 11, 2026, the Planning Commission convened a duly noticed public hearing, accepted written and verbal comment, and voted to table the matter; subsequently, on March 11, 2026, the Planning Commission voted to forward its positive recommendation to the City Council, conditioned upon the inclusion of a requirement that the homeless shelter submit a report to the Tooele City Police Department (see Planning Commission Minutes attached as Exhibit B; see also blue text in Exhibit A); and,

WHEREAS, on April 1, 2026, the City Council convened a duly-advertised public hearing:

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

1. Tooele City Code § 7-9-2 is hereby amended as shown in Exhibit A (both red and blue text).

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

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

Proposed Amendments to TCC §7-9-2

CHAPTER 9. RECREATIONAL VEHICLES AND RECREATIONAL VEHICLE PARKS

7-9-1. Purpose.

7-9-1a. Definition.

7-9-2. Location and use.

7-9-3. Approval.

7-9-4. Recreational vehicle park development application.

7-9-1. Purpose.

To permit development of facilities for recreational vehicles in appropriate districts and to require that recreational vehicle accommodations will be of such character as to promote the objectives and purposes of this Title, to protect the integrity and character of the districts contiguous to those in which recreational vehicle parks are located, and to protect other use values contiguous to or near recreational vehicle park uses. (Ord. 83-05, 04-20-83)

7-9-1a. Definition.

“Recreational vehicle” means a vehicular unit other than a mobile home, primarily designed as a temporary dwelling for travel, recreational, or vacation use, that is either self-propelled or pulled by another vehicle. “Recreational vehicle” includes a travel trailer, a camping trailer, a motor home, a fifth wheel trailer, and a van. (Ord. 2010-14, 11-03-10)

7-9-2. Location and use.

(1) No recreational vehicle as herein defined shall be located, placed, used, or occupied for residential purposes in any district except within approved and licensed recreational vehicle parks and except as otherwise provided herein. Each person residing in a recreational vehicle in violation of this Section and each property owner permitting persons to reside in a recreational vehicle on the owner’s property is guilty of a class C misdemeanor. Each day of residence shall be a separate offense.

(2) Recreational vehicle parks shall be generally located:

- (a) Adjacent to or in close proximity to a major traffic artery or highway.
- (b) Near adequate shopping facilities.
- (c) Within or adjacent to a mobile home park.

(3) No individual space in a recreational vehicle park shall be used by one individual vehicle for more than thirty (30) consecutive days, nor shall such space be rented or leased to any one individual for a period longer than thirty (30) days.

(4) Recreational vehicles may be stored, but not used for permanent living quarters.

(5) Recreational vehicles may be stored, displayed, sold and serviced, but not used for living quarters, in a sales lot in a Commercial or Manufacturing district when

such use is a permitted or a conditional use.

(6) Recreational vehicles may be accommodated in an approved and licensed mobile home park, provided that:

(a) The recreational vehicle park portion of the development is separated by barriers, screens, or otherwise from the area of mobile homes.

(b) The recreational vehicle use area shall have direct access to a collector or arterial street.

(c) Separate ingress and egress shall be provided for recreational vehicles when required by the Planning Commission.

(7) Notwithstanding the foregoing provisions of this Section, in addition to recreational vehicle parks, recreational vehicles may be accommodated for up to two weeks in the parking lot of a homeless shelter facility that has paved parking available while services are being rendered. The two-week time period must consist of consecutive days, for up to 14 nights. Once accommodated, the same recreational vehicle shall not be accommodated again for 6 months. In addition, the homeless shelter:

a) Within 24 hours after the arrival of the recreational vehicle at the facility, must notify the Tooele City Police Department of the arrival date and time of the vehicle, the vehicle identification number, and that the facility intends to accommodate the vehicle within the meaning of this Subsection:

~~a)b) Must provide a meal a day to those staying in the recreational vehicle;~~

~~b)c) Must provide access to showers and bathrooms for those staying in the recreational vehicle;~~

~~c)d) May only allow two recreational vehicles at any given time;~~

~~c)e) Must not allow the accumulation of garbage, refuse, or unsightly or deleterious objects. The homeless shelter may be found in violation of any applicable City Code jointly and severally with any individuals responsible for the violations.~~

~~c)f) Will be responsible for the cost of an impound if mechanical failure occurs to the recreational vehicle.~~

~~c)g) May not allow any storage of any recreational vehicle for any purpose other than the one described in this Subsection (7).~~

Within the meaning of this subsection, a homeless shelter is a facility that provides temporary shelter for individuals experiencing homelessness operating 24 hours a day, 7 days a week. A homeless shelter is not an overflow shelter, micro-shelter community, correctional facility, behavioral health transition facility, psychiatric, or medical facility.

(Ord. 2010-14, 11-03-10); (Ord. 83-05, 04-20-83)

7-9-3. Approval.

A recreational vehicle park may not be constructed unless first approved by the Planning Commission and City Council, after review of plans for said park which satisfy the Commission that the proposed development will:

(1) Be in keeping with the general character of the district where it is proposed to be located.

(2) Be located on a parcel of land containing not less than five (5) acres, unless attached to a mobile home park, in which case no minimum area is required.

(3) Have at least ten (10) spaces completed and ready for occupancy before first occupancy permit is issued.

(4) Meet all requirements of the State of Utah Code of Camp, Trailer Court, Hotel, Motel, and Resort Sanitation Regulations which are intended to apply to trailer, camper, and ten camps as defined in such Code.

(5) Be designed by a professional architect, engineer or land surveyor.

(b) the proposed street and recreational vehicle space pad layout, with convenient means of vehicular and pedestrian access to recreational vehicles, parking areas and accessory buildings, including access for firefighting equipment, delivery trucks, and garbage trucks, as well as occupant's automobiles;

(c) tabulations showing the percent of area to be devoted to parks, playgrounds and open space, the number of trailer spaces and total area to be developed;

(d) proposed location, number, and design of parking spaces and accessory buildings;

(e) a generalized landscaping and utility plan, including location of water, sewer, electricity, gas lines, and fire hydrants;

(f) any other data the city engineer or planning commission may require.

(2) Applications for approval shall be in writing, submitted to the planning commission.

(3) It shall be the duty of the city engineer to investigate and examine all such premises to determine that licenses or keepers thereof have complied with the provisions of this Code.

(4) Every licensee of such premises shall keep a daily register of all guests or tenants of such premises. The register shall be available at all times and for one year thereafter for inspection by Tooele City.

(5) After the installation of all required improvements and service facilities in accordance with specifications as indicated by a statement from the city engineer, and upon the payment of a fee as per an adopted schedule, which fee shall be effective for the balance of the calendar year in which it is issued, the city recorder shall issue a license to operate a recreational vehicle park.

(6) Upon the recommendation of the city engineer,

(6) Contain not more than twenty (20) units per acre. The spaces may be clustered, provided that the total number of units does not exceed the number permitted on one (1) acre, multiplied by the number of acres in the development. The remaining land not contained in individual trailer spaces, roads or parking, shall be set aside and developed as park, playground, or service areas for the common use and enjoyment of occupants of the development and of visitors thereto. (Ord. 83-05, 04-20-83)

7-9-4. Recreational vehicle park development application.

(1) An overall plan for development of a recreational vehicle park shall be submitted to the planning commission for review. The plan shall be drawn to a scale not smaller than one inch to 50 feet. At least six copies of the plan shall be submitted. The plan shall show:

(a) the topography of the site, when required by the planning commission, represented by contours shown at not greater than two foot intervals;

and after a hearing and due cause shown at such hearing, the city council may refuse to grant any license under this Chapter and may revoke any license theretofore issued. It shall be unlawful for any person to operate any recreational vehicle park after the revocation of the license; provided, that all applicants or licensees shall be given a reasonable notice of any hearing as specified in this Chapter.

(7) The City is hereby authorized to make and to adopt such written regulations as may be necessary for the proper enforcement of the provisions of this Chapter provided, that such regulations shall not be in conflict with the provisions of this Chapter, and the penalty for violation of the provisions thereof shall be the same as the penalty for violation of any provisions of the Code.

(8) The license to conduct or maintain a recreational vehicle park shall be conspicuously displayed in the recreational park office located upon the premises.

(9) The dimensions and improvement specifications of recreational vehicle parks shall be as follows:

(a) Each recreational vehicle space shall be not less than 1,250 square feet in area and shall be at least 25 feet wide. All spaces shall be clearly marked and shall be accessible from all sides. Only one recreational vehicle shall be parked in one recreation vehicle space.

(b) The minimum spacing between recreational vehicles and between recreational vehicles and buildings shall be as follows:

(i) side-to-side spacing, 15 feet;

(ii) end-to-end spacing, ten feet.

(c) No recreational vehicle shall be located closer than 25 feet from the right-of-way line of a street or highway nor closer than ten feet from the recreational

vehicle park boundary.

(d) All roads within the recreational vehicle park shall be at least 20 feet wide, exclusive of parking space, and shall be continuous.

(e) Each recreational vehicle space shall be provided with parking space of not less than 200 square feet for at least one vehicle, exclusive of roadways.

(f) Walks of not less than three feet in width shall be provided from the entrance exclusive of roadways.

(g) In any recreational vehicle park designed for, or licensed to permit, one or more dependent recreational vehicles, service buildings shall be provided within 200 feet from any such recreational vehicle space as follows:

(i) There shall be separate men's and women's toilet rooms, distinctly marked and separated by a sound-resistant wall. A vestibule or screen shall be provided to prevent direct view into toilet rooms when exterior doors are open.

(ii) For each ten dependent recreational vehicles or fraction thereof, there shall be:

(a) one laundry tray or washing machine;

(j) Fly-tight and rodent-tight containers of not less than 20 gallons capacity shall be provided and maintained for each recreational vehicle space.

(10) Utilities, including culinary water, sewage electricity, shall be available to each recreational vehicle space. (Ord. 94-56, 01-31-95); (Ord. 88-18, 07-06-88); (Ord. 83-05, 04-20-83)

(b) for men, one water closet, but urinals may be substituted for one-third of the number of required water closets; one lavatory or wash basin; one bathtub or shower; one sink with hot and cold running water;

(c) for women, one water closet; one lavatory or wash basin; one bathtub or shower; one sink with hot and cold running water;

(iii) All water closets and bathtubs for women and water closets and bathtubs for men shall be located in separate compartments. Gangtype shower compartments may be used for men. The room containing the laundry units shall be separated from the toilet rooms and have an exterior entrance only.

(iv) Heating facilities capable of maintaining a temperature in the service buildings of 70 degrees Fahrenheit in cold weather shall be provided.

(h) Hot water facilities capable of maintaining a continuous supply of two to three gallons of 180 degrees hot water per trailer shall be provided.

(i) Mechanical laundry drying equipment or laundry drying yards of at least 50 square feet per recreational vehicle space shall be provided.

EXHIBIT B

Planning Commission Minutes March 11, 2026

**Tooele City Planning Commission
Business Meeting Minutes**

Date: February 25, 2026

Time: 7:00 p.m.

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

Planning Commissioners Present:

Melanie Hammer
Chris Sloan
Jon Proctor
Amanda Cordova
Tyson Hamilton
Weston Jensen
Kelley Anderson
Sarah Faircloth, Alternate

Excused:

Frank Linford, Alternate

Council Member Liaisons:

Dave McCall
Jon Gossett, Excused
Ed Hansen, Excused

Staff Present:

Andrew Aagard, Community Development Director
Anna Anglin, City Planner
Matt Johnson, City Attorney
Chief Adrian Day
Angela Valdez, IT Intern

Minutes Prepared by Teresa Young

1. **Pledge of Allegiance**

Chairman Hamilton called the meeting to order at 7:00 p.m.

2. **Roll Call**

Melanie Hammer, Present
Chris Sloan, Present
Jon Proctor, Present
Amanda Cordova, Present
Sarah Faircloth, Present
Weston Jensen, Present
Kelley Anderson, Present
Tyson Hamilton, Present

3. **Recommendation on a proposed text amendment to Tooele City Code 7-9-2; Recreational Vehicles and Recreational Vehicle Parks, regarding the accommodation of recreational vehicles in parking lots**

of non-profit 501-c3 organization whose purpose is to assist persons who are unhoused (tabled from February 25, 2026 Planning Commission Meeting).

Mr. Aagard reminded the Planning Commission that the proposed ordinance has been discussed over the course of three meetings. At the previous meeting, the item was tabled to allow time for additional information and revisions. Edits to the ordinance were made by Chief Day and the City Attorney, and those updates were included in the meeting packet, with the City Attorney's changes highlighted. Mr. Aagard indicated the item is now ready for a recommendation from the Planning Commission so it can proceed to the City Council.

Chief Day reviewed the revisions and explained that Commissioner Linford had suggested implementing a reporting system whenever an RV is staying at the facility. This would allow staff to track the two-week stay limit more effectively rather than relying on visual monitoring. Facility staff indicated they are willing to provide notifications when RVs are present. Chief Day also noted that the ordinance allows for a maximum of two recreational vehicles at any given time and discussed the possibility of monitoring repeat use within a six-month period.

Chief Day considered an alternative location behind the facility near the Tooele County Housing Authority parking area; however, he stated he could not recommend placing RVs there because it is less visible and does not have camera coverage. He explained that keeping RVs in the front area allows for better visibility and monitoring, which can help prevent issues that may arise when areas are out of sight.

During Planning Commission discussion, planning commissioners clarified that the proposal allows for two RV spaces rather than three. Planning Commissioners also asked about language in the ordinance referencing a 501(c)(3) designation; Mr. Aagard explained that the version including that language was part of the original document and that the updated versions in the packet had removed it.

Planning Commissioners discussed additional considerations, including the timeframe for RV stays, screening or visibility of the RVs from neighboring properties, and whether licensing and insurance requirements would be enforced. Chief Day explained that licensing and registration are generally not enforced on private property, though they are enforced on public rights-of-way and city property. He reiterated that he prefers the RVs remain visible rather than screened to allow for better oversight and safety monitoring.

Motion: Commissioner Sloan moved to approve a positive recommendation to the City Council for recreation vehicles location and use amendment. The request by Tooele City for the purpose of amending Tooele City Code 7-9-2 recreational vehicles and recreational vehicle parks to limit the use of recreational vehicles for temporary housing. Commissioner Cordova seconded the motion.

Commissioner Sloan clarified that his motion did not include the final line referencing the requirement for a nonprofit 501(c)(3) recommendation. Commissioner Cordova indicated agreement with the motion as clarified.

Commissioner Anderson asked whether the motion could be amended to include a requirement that a report be submitted to the City Police Department. Commissioner Sloan and Commissioner Cordova accepted the amendment to the motion.

The vote was as follows: Commissioner Hammer, "Aye"; Commissioner Sloan, "Aye", Commissioner

Proctor, “Aye”; Commissioner Cordova, “Aye”; Commissioner Jensen, “Aye”; Commissioner Anderson, “Aye”; and Chairman Hamilton “Aye”. Motion passed 7-0.

4. **Public Hearing and Decision on a Conditional Use Permit request by Suzanne Jameson representing Buy Right Enterprise to authorize the use of “Automobile Sales and Rental” to occur at the property located at 397 N Main Street in the GC General Commercial zoning district on .26 acres.**

Miss England presented information regarding a proposed second location for the enterprise at the southwest corner of Main Street and 400 North. Their first location, near City Hall, has been in operation for approximately five years. The existing commercial property under consideration has previously been used for various commercial activities, most recently an auto glass repair and sales business, and has been vacant since. The property is considered a legal nonconforming use under city code, allowing it to continue operations as long as no structural or site changes are made.

Staff outlined several recommended conditions of approval. Any new site lighting must be cabinet-style and directed onto the property to avoid impacting neighboring residential areas. Ancillary activities such as car detailing or interior cleaning may be allowed, but the property is not approved as a full auto repair shop or car wash unless proper water rights and code requirements are met. The site must retain the existing accessible parking stall and provide a minimum of three off-street customer parking spaces in convenient locations near the building entrance.

Staff then presented visual references of the property, including bay doors for potential auto detailing

Chairman Hamilton opened the public hearing at 7:18 p.m.

Lorraine Mascarenes, a resident directly west of the proposed site, expressed concerns regarding the new lighting and site maintenance. She asked whether the lighting would be on timers and how bright it would be, noting that it could affect the four bedrooms on the west side of her home. She also raised concerns about the grassy areas around the property, asking if they would be properly maintained as grass rather than weeds, and noted past issues with overgrown weeds and potential fire hazards during events such as the Fourth of July.

Juanita Talas, a resident at 391 North Main located directly behind the proposed site, expressed concerns about access and safety. She noted that the proximity of the building to her property, combined with a bus stop in front, raises the potential for vehicle or pedestrian accidents. She also stated that she declined a request from the applicant to use her driveway for parking.

Kip Mautner, a resident owning two houses just north on 400 North, expressed concerns about parking and traffic. He noted that if the proposed site does not provide adequate on-site parking, vehicles may park on nearby streets, making it difficult for residents to access their driveways. He referenced previous issues with a former auto glass business at the location, which had limited the number of cars on-site, and emphasized that traffic and congestion remain his primary concerns.

Cameron Shewmake, a resident living in the same house as Juanita Talas, expressed concerns regarding parking and lighting. He noted the need for at least one open parking space to accommodate his elderly grandfather and visiting therapists who provide daily care and physical therapy. He also expressed concern that the proposed site lighting could shine into his and his grandfather’s bedrooms, potentially affecting their ability to sleep. These were his primary concerns regarding the proposed site.

Karen Mautner, a resident of the two houses on the north side of 400 North, expressed concerns regarding the hours of operation and parking for the proposed site. She asked about the days and times the business would be open and how many cars would be allowed on-site, noting that insufficient parking could result in vehicles being parked on the street, making it difficult for residents to access their homes.

Seeing no other members of the public coming forward. Chairman Hamilton closed the public hearing at 7:26 p.m.

Miss England, addressed questions regarding the proposed second location in the absence of the applicant. Commissioners and staff discussed conditions to mitigate impacts on neighboring properties, including exterior lighting, safety, fencing, hours of operation, and parking. Downward-directed lighting was required, and staff suggested additional measures such as timers, warmer light temperatures, and dark-sky compliance to reduce intrusion into neighboring residences. Signage would be required to prevent vehicles from blocking driveways, and code enforcement would address weeds at the rear of the property; landscaping could not be mandated.

Ms. Anglin noted the property has existing nonconforming rights, and the use as a car dealership is allowed. Steel fencing exists, but opaque fencing could be required for additional screening. Planning Commissioners discussed hours of operation and agreed the site would operate only during normal business hours, with the potential to extend an hour after dark. Parking was a primary focus; all parking must remain on-site, and vehicles cannot block driveways, sidewalks, or public right-of-way. The lot can accommodate the required three customer parking spaces, including one accessible stall, and the grassy or landscaped areas cannot be used for vehicle display. Planning Commissioners also discussed vehicle placement within the lot to ensure safe access and circulation.

The discussion concluded that these measures would address safety, lighting, parking, and neighborhood impacts while maintaining compliance with the city's nonconforming use regulations.

Councilman McCall raised a concern regarding lighting at the proposed site, noting that car dealerships are typically well-lit. He asked whether a condition could be added to ensure that exterior lighting is directed onto the vehicles and the property, but away from neighboring homes, to minimize impacts on adjacent residents. Ms. Anglin confirmed that the current lighting plan points toward the dealership property, and a condition could be added to maintain that orientation.

Before making his motion, Commissioner Sloan explained that he was struggling with the decision. He noted for the public in the audience, that conditional use permits are narrowly focused and can only be denied if there is a concern that cannot be mitigated. Since he felt solutions existed to address the potential impacts, he indicated he would proceed with making the motion.

Motion: Commissioner Sloan moved to approve the Conditional Use Permit request by Suzanne Jameson to authorize the use of automobile sales and rental at the subject property, Application #202612, based on the findings and subject to the conditions listed in the staff report dated March 5, 2026. He emphasized condition number one as recommended by staff: all new site lighting installed on the building shall use cabinetry or be designed to direct light downward onto the site. All site lighting installed around the perimeter of the property shall also be directed downward, away from neighboring residences. An additional condition prohibits off-site parking; no parking will be allowed on any of the streets surrounding the site. Landscaping areas must be maintained in conformance with Tooele City ordinance. Finally, the number of vehicles displayed on-site shall be limited to ten, which includes cars for sale and does not include customer vehicles. Commissioner Proctor seconded

the motion.

Commissioner Sloan advised residents that if anyone is parking in their right of way Tooele City Police should be called as it is in violation of the conditional use permit.

The vote was as follows: Commissioner Hammer, “Aye”; Commissioner Sloan, “Aye”, Commissioner Proctor, “Aye”; Commissioner Cordova, “Aye”; Commissioner Jensen, “Aye”; Commissioner Anderson, “Aye”; and Chairman Hamilton “Aye”. Motion passed 7-0.

5. **City Council Reports**

Councilman McCall provided an update regarding the recent City Council Meeting. There was discussion on a proposed amendment to Tooele City Code 7-4-7, which addresses parking limitations in residential zoning districts, including front-yard, side-yard, and back-yard parking. He noted that the amendment is intended to clarify what types and amounts of parking are allowed, whether areas need to be paved or landscaped, and to address ongoing issues with overcrowded residential parking, including multiple vehicles in yards and on streets. Councilman McCall highlighted that the amendment is a response to observed problems in the community and that the Planning Commission will review it at the next meeting. He emphasized that the discussion stems from broader challenges such as housing affordability and residents storing vehicles due to limited space.

6. **Review and Decision – February 25, 2026 Planning Commission Meeting Minutes.**

There were no corrections to the minutes

Motion: Commissioner Proctor moved to approve February 25, 2026 Planning Commission Meeting Minutes. Commissioner Anderson seconded the motion. The vote was as follows: Commissioner Hammer, “Aye”; Commissioner Sloan, “Aye”, Commissioner Proctor, “Aye”; Commissioner Cordova, “Aye”; Commissioner Jensen, “Aye”; Commissioner Anderson, “Aye”; and Chairman Hamilton “Aye”. Motion passed 7-0.

7. **Adjourn**

Commissioner Hammer motioned to adjourn. Time of adjournment was 7:50 p.m.

Note: The content of the minutes is not intended, nor 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

Tyson Hamilton, Tooele City Planning Commission Chair

TOOELE CITY CORPORATION

ORDINANCE 2026-07

AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE SECTION 7-26-3 REGARDING WATER RIGHTS EXACTIONS.

WHEREAS, on May 6, 1998, the City Council adopted Ordinance 1998-10, which enacted a temporary land use ordinance requiring the conveyance of water rights as part of every land use approval; and,

WHEREAS, on August 8, 1998, the City Council adopted Ordinance 1998-31, which enacted a permanent land use ordinance requiring the conveyance of water rights as part of every land use approval, codified in Tooele City Code (T.C.C.) Chapter 7-26; and,

WHEREAS, on March 4, 2015, the City Council adopted Ordinance 2015-03, which amended T.C.C. Chapter 7-26 in order to clarify water rights conveyance requirements and to make technical changes; and,

WHEREAS, on June 4, 2025, the City Council adopted Ordinance 2025-10, which enacted a temporary land use ordinance, expanding the City's discretion to reject deficient water rights, including water rights not associated with a developed or identified developable water source; and,

WHEREAS, on March 18, 2026, the City Council adopted Ordinance 2026-05, which enacted a temporary land use ordinance, expanding the City's discretion to reject deficient water rights, including water rights not associated with a developed or identified developable water source; and,

WHEREAS, whereas some Utah municipalities include the cost of water rights in the water impact fee, Tooele City has enacted a policy of requiring the conveyance of water rights separately from the water impact fee; and,

WHEREAS, requiring new development to convey water rights sufficient for the development is consistent with the general policy of requiring new development to pay its own way rather than requiring existing residents and businesses to subsidize the new development; and,

WHEREAS, water rights are a critical component of Tooele City's ability to provide culinary water service to the City's residents and businesses; and,

WHEREAS, the City Administration recommends that T.C.C. Section 7-26-3 be amended in the manner shown below, adding the highlighted language, in order to clarify and expand the City's discretion to reject deficient water rights, including water rights not associated with a developed or identified developable water source:

7-26-3. Type of Water Rights Acceptable for Conveyance.

(1) Water rights proposed for conveyance to the City shall be municipal or municipal-type water rights. Prior to acceptance of such water rights, the City shall evaluate the rights proposed for conveyance and, in its discretion, may refuse to accept any right which it determines to be insufficient in annual quantity or flow rate, unsuitable for municipal use, not reasonably likely to be approved for change to municipal purposes within the City by the State Engineer, not associated with a developed or identified developable water source, or otherwise deficient. The City's refusal of such rights shall not constitute a waiver of, and shall not relieve an applicant from complying with, the requirements of this Chapter. In determining the quantity of water available under the water rights, the City will evaluate the priority of the water rights, the historic average quantities of water associated with the water rights, water source sufficiency, water quality, and other relevant factors. The City will require an approved application for the change of use and change of point of diversion, as applicable, with the State Engineer in order to quantify and verify the water rights.

WHEREAS, providing potable water to its residents and businesses is a core and quintessential municipal service provided by city governments, and Tooele City in particular due to the lack of a regional water district in the Tooele Valley; and,

WHEREAS, the Planning Commission convened a public hearing on March 25, 2026, and voted to recommend approval of this Ordinance to the City Council (see the Planning Commission draft minutes attached as Exhibit A); and,

WHEREAS, the City Council convened a public hearing on April 1, 2026; and,

WHEREAS, this Ordinance and the City Code amendments it proposes are reasonably debatable and, in fact, necessary for the preservation of the peace, health, safety, and welfare of Tooele City:

NOW, THEREFORE, BE IT ORDAINED BY TOOELE CITY that Tooele City Code §7-26-3 is hereby amended to read as shown above in this Ordinance.

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

Planning Commission Draft Minutes

**Tooele City Planning Commission
Business Meeting Minutes**

Date: March 25, 2026

Time: 7:00 p.m.

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

Planning Commissioners Present:

Melanie Hammer
Jon Proctor
Amanda Cordova
Tyson Hamilton
Weston Jensen
Kelley Anderson
Sarah Faircloth, Alternate

Excused:

Chris Sloan
Frank Linford. Alternate

Council Member Liaisons:

Jon Gossett
Ed Hansen

Staff Present:

Andrew Aagard, Community Development Director
Anna Anglin, City Planner
Matt Johnson, City Attorney
Paul Hansen, City Engineer

Minutes Prepared by Teresa Young

1. **Pledge of Allegiance**

Chairman Hamilton called the meeting to order at 7 p.m. and led the Pledge of Allegiance.

2. **Roll Call**

Before Chairman Hamilton conducted a roll call he provided a quick announcement for applicants, the public, and everyone involved: There has been a significant increase in fraudulent phishing requests using information from public notices related to Planning Commission meetings. Please be aware that Tooele City only collects fees at the time of application submittal and will never request additional payments via wire transfer. All official emails from Tooele City will end in @tooelecity.gov. If you receive a payment request from any other email after submitting your application, it is fraudulent. Do not send money, and please contact the Tooele City Community Development Department immediately to report it. Stay vigilant and protect your information and assets.

Chairman Hamilton then conducted roll call.

Melanie Hammer, Present
Sarah Faircloth, Present

Jon Proctor, Present
Amanda Cordova, Present
Weston Jensen, Present
Kelley Anderson, Present
Tyson Hamilton, Present

3. **Public Hearing and Recommendation on a proposed text amendment to Tooele City Code 7-26-3; Types of Water Rights Acceptable for Conveyance, regarding water rights exactions.**

Mr. Hansen advised the Planning Commission this ordinance, originally adopted in 1998, requires developers to provide water rights for new development. The proposed amendment does not change that requirement but allows the City more discretion in evaluating those water rights. Specifically, it would allow the City to refuse rights that are not supported by a reliable or developable water source, or that raise concerns about efficiency or quality. The goal is to ensure the City accepts water rights that are viable and sustainable as development continues.

Commissioner Proctor stated that he had watched the presentation during the Tooele City Council meeting, noted it was straightforward, and expressed that the proposal protects the city.

Chairman Hamilton opened the public hearing at 7:04 p.m. he invited members of the audience, including those watching on YouTube, to participate, and, seeing no one from the public coming forward Chairman Hamilton closed the public hearing at 7:05 p.m.

Motion: Commissioner Proctor motioned to make a positive recommendation to the City Council for the proposed language as presented. Commissioner Anderson seconded the motion. The vote was as follows: Commissioner Hammer, “Aye”; Commissioner Faircloth, “Aye”; Commissioner Proctor, “Aye”, Commissioner Cordova, “Aye”; Commissioner Jensen, “Aye”; Commissioner Anderson, “Aye”; and Chairman Hamilton, “Aye”. The motion passed 7-0.

4. **Public Hearing and Recommendation on a proposed text amendment to Tooele City Code 7-4-7; Parking Location, regarding the parking of operable motorized vehicles in the front and side yards of residential properties in single-family residential zoning districts.**

Mr. Aagard presented a proposed ordinance amendment regulating residential front yard parking, developed at the direction of the Tooele City Council after concerns about properties being converted into parking areas. The amendment would limit where vehicles may be parked, require parking areas to be paved or covered with approved materials, and prohibit parking in certain front yard areas. Mr. Aagard explained that the intent is to provide an enforcement mechanism for extreme situations, help maintain neighborhood appearance, and protect groundwater, while balancing private property rights. Potential challenges include creating nonconforming situations, additional enforcement workload, and concerns about property rights.

The Planning Commissioners asked questions regarding paving materials, enforcement procedures, groundwater protection, and screening requirements. Mr. Aagard clarified that gravel is allowed as a cost-effective option, enforcement would be complaint-driven and focused on long-term issues, and existing nuisance procedures would apply if vehicle removal became necessary. The Planning Commissioners acknowledged the difficulty of balancing property rights with community standards and expressed appreciation for the work completed, noting the proposal represents a reasonable compromise.

Chairman Hamilton opened the public hearing at 7:31 p.m. Seeing no members of the public coming forward, Chairman Hamilton closed the public hearing at 7: 31 p.m.

Motion: Commissioner Jensen motioned to make a positive recommendation to the Tooele City Council for the parking and residential zone text amendment requested by Tooele City for the purpose of amending the Tooele City Code regarding the parking of motor vehicles in front and side yards of residential properties as found in Tooele City Code 7-4-7 and to include figure 7-4-7 in the ordinance. Commissioner Proctor seconded the motion. The vote was as follows: Commissioner Hammer, “Aye”; Commissioner Faircloth, “Aye”; Commissioner Proctor, “Aye”, Commissioner Cordova, “Aye”; Commissioner Jensen, “Aye”; Commissioner Anderson, “Aye”; and Chairman Hamilton, “Aye”. The motion passed 7-0.

- 5. Public Hearing and Decision on a Conditional Use Permit request by Trevor Jensen, representing Bit-N-Spur Riding Club and Rodeo, to authorize the continued use of an “open-air theaters and meeting places”, located approximately at 240 West 500 North within the Open Space (OS) zoning district and encompasses approximately 15-acres.**

Ms. Anglin explained that the request involves the existing Tooele rodeo grounds, which have operated since 1945. The applicant requested to construct a shed for tractor storage; however, because no record of a conditional use permit could be found, the property is considered nonconforming. Ms. Anglin advised that planning staff recommended approving a conditional use permit to bring the property into compliance, allowing the shed to be constructed and preventing future complications.

The Planning Commissioners asked questions regarding why the permit is needed and whether it applied to the building or the property. Ms. Anglin clarified that the conditional use permit would apply to the property’s use, making it conforming and allowing future improvements without additional approvals, while the shed itself would still require a building permit. Ms. Anglin noted the action is primarily housekeeping to formalize the long-standing use and improve recordkeeping.

Chairman Hamilton opened the public hearing at 7:37 p.m. Seeing no members of the public coming forward, Chairman Hamilton closed the public hearing at 7:37 p.m.

Motion: Commissioner Proctor moved to approve the conditional use permit requested by Trever and Christina Jensen to authorize the use of open-air theatres and meeting places to be conducted on property located at 240 West 500 North, application number 2026018, based on findings listed in the staff report dated March 20, 2026. Commissioner Hammer seconded the motion. The vote was as follows: Commissioner Hammer, “Aye”; Commissioner Faircloth, “Aye”; Commissioner Proctor, “Aye”, Commissioner Cordova, “Aye”; Commissioner Jensen, “Aye”; Commissioner Anderson, “Aye”; and Chairman Hamilton, “Aye”. The motion passed 7-0.

- 6. City Council Reports**

Councilman Hanson expressed his gratitude to the Planning Commission for their dedication and participation, noting that their discussions reflect many of the same topics the City Council has addressed. He concluded by sincerely thanking both the Commission and city staff for their ongoing efforts.

- 7. Review and Decision – March 11, 2026 Planning Commission Meeting Minutes.**

The Planning Commission had no corrections to the minutes.

Motion: Commissioner Hammer moved to approve the March 11, 2026 Planning Commission Meeting Minutes. Commissioner Anderson seconded the motion. The vote was as follows: Commissioner Hammer, “Aye”; Commissioner Faircloth, “Aye”; Commissioner Proctor, “Aye”, Commissioner Cordova, “Aye”; Commissioner Jensen, “Aye”; Commissioner Anderson, “Aye”; and Chairman Hamilton, “Aye”. The motion passed 7-0.

8. **Adjourn**

Chairman Hamilton adjourned the meeting at 7:41 p.m.

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

Approved this _____ day of April, 2026

Tyson Hamilton, Tooele City Planning Commission Chair

DRAFT

TOOELE CITY CORPORATION

ORDINANCE 2026-08

AN ORDINANCE OF THE TOOELE CITY COUNCIL AMENDING SECTION 7-4-7 OF THE TOOELE CITY CODE REGARDING THE PARKING OF OPERABLE MOTORIZED VEHICLES IN THE FRONT AND SIDE YARDS OF RESIDENTIAL PROPERTIES IN SINGLE-FAMILY RESIDENTIAL ZONING DISTRICTS.

WHEREAS, Utah Code §10-8-84 and §10-20-101 authorize cities to enact ordinances, resolutions, and rules and to enter other forms of land use controls they consider necessary or appropriate for the use and development of land within the municipality to provide for the health, safety, welfare, prosperity, peace, and good order, comfort, convenience, and aesthetics of the municipality; and,

WHEREAS, parking and access requirements and regulations for various land uses in Tooele City are regulated by Tooele City Code Chapter 7-4; and,

WHEREAS, it is proper and appropriate to routinely review the ordinances and provisions of the Tooele City Code for clarity, predictability, relevance, applicability, and appropriateness; and,

WHEREAS, City Administration, with input from the City Council, has developed and recommends the amendments to Tooele City Code §7-4-7 pertaining to off-street parking requirements; and,

WHEREAS, the purposes of the proposed amendments include the addition of Subsection 7-4-7(5) (Exhibit A) and Figure 7-4-7 (Exhibit B), which regulate off-street parking locations for operable motorized vehicles within the yards of residential properties; and,

WHEREAS, the proposed amendments promote traffic and pedestrian safety, preserve neighborhood aesthetics and integrity, and mitigate environmental impacts related to soil compaction and stormwater runoff; and,

WHEREAS, the City Council discussed the initial proposal during its work meetings of November 5, 2025, December 3, 2025, and March 4, 2026; and,

WHEREAS, on March 25, 2026, the Planning Commission convened a duly noticed public hearing, accepted written and verbal comment, and voted to forward its positive recommendation to the City Council (see the Planning Commission draft minutes attached as Exhibit C); and,

WHEREAS, on April 1, 2026, the City Council convened a duly-advertised public hearing:

NOW, THEREFORE, BE IT ORDAINED BY TOOELE CITY that Tooele City Code §7-26-7 is hereby amended to read as shown above in Exhibit A, with the addition of Exhibit B as Figure 7-4-7 in the Tooele City Code.

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

Proposed Amendments to TCC §7-4-7

7-4-7. Parking Location.

(4) Parking of Recreational Vehicles in Residential Zones. Personal recreational vehicles, including but not limited to trailers, boats and watercraft, travel trailers, utility trailers, and motor homes parked in residential zones shall be parked on a hard surfaced area behind the front wall plane of the primary structure on the same property. Parking for such vehicles within residential developments approved with off-street recreational vehicle parking areas shall be allowed within those recreational vehicle parking areas only.

(5) Parking of Vehicles in Residential Zones. Parking of vehicles shall be limited to the following:

A. The established driveway and to the side yard adjacent to the driveway, garage or car port, as well as the rear yard. Vehicle parking may be permitted in the side yard opposite to the driveway if the parking complies with the following:

1. There is direct access to a detached accessory garage behind the home on the same side of the lot.
2. The parking spot and access lane are paved as per this code section.
3. The drive approach meets the requirements of TCC 7-4-8-1; Access Requirements, regarding drive approach widths and locations.
4. The parking does not otherwise violate any other laws or regulations.

B. Where a garage or car port is not present parking shall be permitted only on the same side yard as the driveway.

C. Circular drives are exempt from front yard parking restrictions as long as the circular drive complies with the access requirements as found in TCC 7-4-8-1.

D. All parking areas in the front yards, side yards and rear yard shall be paved with concrete, asphalt, gravel, pavers or other similar paving methods.

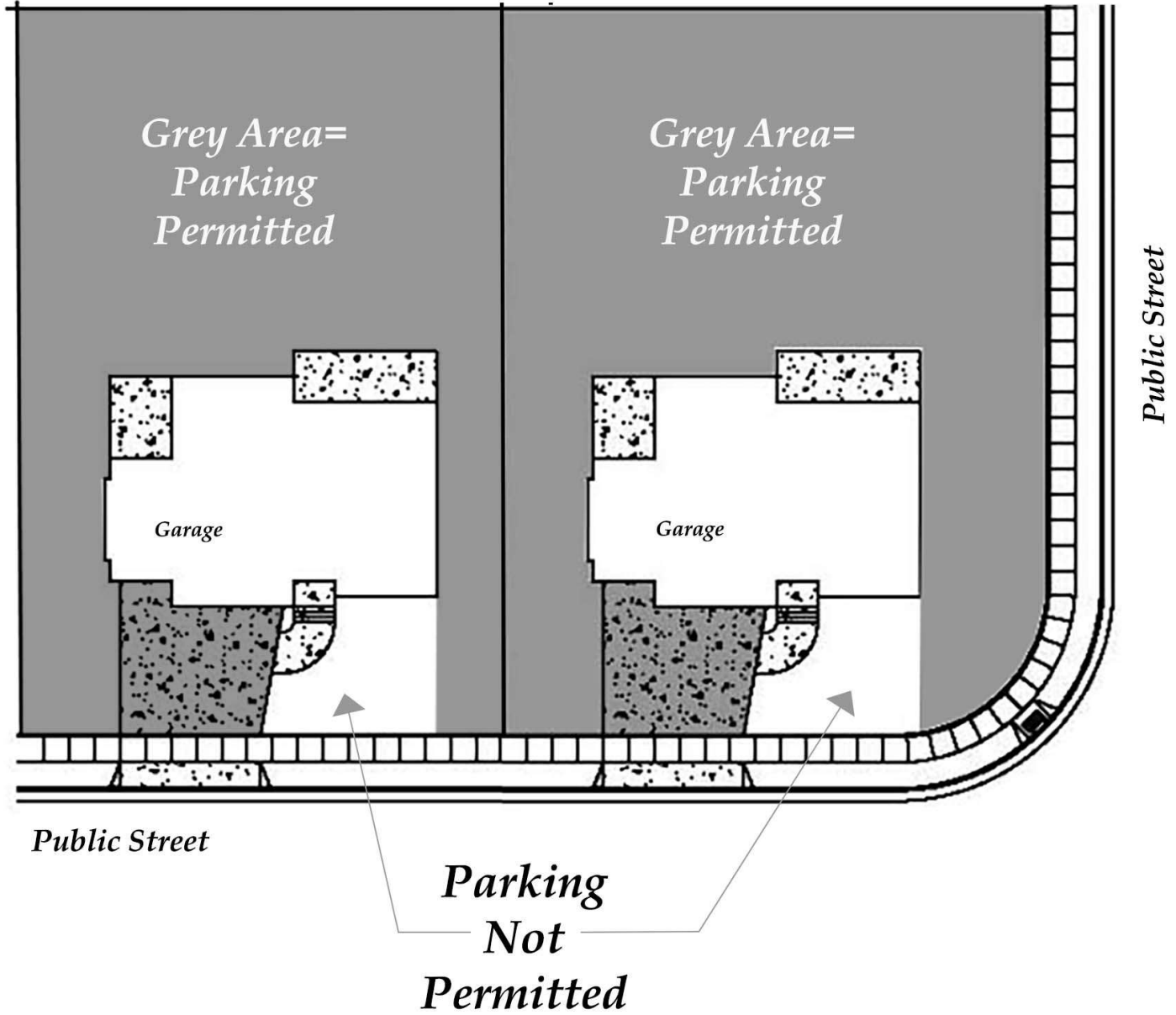
E. Parking of vehicles shall be prohibited in the front yard area between the inside edge of the driveway and the front corner of the residential structure (see graphic).

Exhibit B

Proposed Figure 7-4-7

*Interior Lot
Parking*

*Corner Lot
Parking**



**On corner lots where the garage or carport is adjacent to the side street the same parking scenario would apply*

Exhibit C

Planning Commission Draft Minutes

**Tooele City Planning Commission
Business Meeting Minutes**

Date: March 25, 2026

Time: 7:00 p.m.

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

Planning Commissioners Present:

Melanie Hammer
Jon Proctor
Amanda Cordova
Tyson Hamilton
Weston Jensen
Kelley Anderson
Sarah Faircloth, Alternate

Excused:

Chris Sloan
Frank Linford. Alternate

Council Member Liaisons:

Jon Gossett
Ed Hansen

Staff Present:

Andrew Aagard, Community Development Director
Anna Anglin, City Planner
Matt Johnson, City Attorney
Paul Hansen, City Engineer

Minutes Prepared by Teresa Young

1. **Pledge of Allegiance**

Chairman Hamilton called the meeting to order at 7 p.m. and led the Pledge of Allegiance.

2. **Roll Call**

Before Chairman Hamilton conducted a roll call he provided a quick announcement for applicants, the public, and everyone involved: There has been a significant increase in fraudulent phishing requests using information from public notices related to Planning Commission meetings. Please be aware that Tooele City only collects fees at the time of application submittal and will never request additional payments via wire transfer. All official emails from Tooele City will end in @tooelecity.gov. If you receive a payment request from any other email after submitting your application, it is fraudulent. Do not send money, and please contact the Tooele City Community Development Department immediately to report it. Stay vigilant and protect your information and assets.

Chairman Hamilton then conducted roll call.

Melanie Hammer, Present
Sarah Faircloth, Present

Jon Proctor, Present
Amanda Cordova, Present
Weston Jensen, Present
Kelley Anderson, Present
Tyson Hamilton, Present

3. **Public Hearing and Recommendation on a proposed text amendment to Tooele City Code 7-26-3; Types of Water Rights Acceptable for Conveyance, regarding water rights exactions.**

Mr. Hansen advised the Planning Commission this ordinance, originally adopted in 1998, requires developers to provide water rights for new development. The proposed amendment does not change that requirement but allows the City more discretion in evaluating those water rights. Specifically, it would allow the City to refuse rights that are not supported by a reliable or developable water source, or that raise concerns about efficiency or quality. The goal is to ensure the City accepts water rights that are viable and sustainable as development continues.

Commissioner Proctor stated that he had watched the presentation during the Tooele City Council meeting, noted it was straightforward, and expressed that the proposal protects the city.

Chairman Hamilton opened the public hearing at 7:04 p.m. he invited members of the audience, including those watching on YouTube, to participate, and, seeing no one from the public coming forward Chairman Hamilton closed the public hearing at 7:05 p.m.

Motion: Commissioner Proctor motioned to make a positive recommendation to the City Council for the proposed language as presented. Commissioner Anderson seconded the motion. The vote was as follows: Commissioner Hammer, “Aye”; Commissioner Faircloth, “Aye”; Commissioner Proctor, “Aye”, Commissioner Cordova, “Aye”; Commissioner Jensen, “Aye”; Commissioner Anderson, “Aye”; and Chairman Hamilton, “Aye”. The motion passed 7-0.

4. **Public Hearing and Recommendation on a proposed text amendment to Tooele City Code 7-4-7; Parking Location, regarding the parking of operable motorized vehicles in the front and side yards of residential properties in single-family residential zoning districts.**

Mr. Aagard presented a proposed ordinance amendment regulating residential front yard parking, developed at the direction of the Tooele City Council after concerns about properties being converted into parking areas. The amendment would limit where vehicles may be parked, require parking areas to be paved or covered with approved materials, and prohibit parking in certain front yard areas. Mr. Aagard explained that the intent is to provide an enforcement mechanism for extreme situations, help maintain neighborhood appearance, and protect groundwater, while balancing private property rights. Potential challenges include creating nonconforming situations, additional enforcement workload, and concerns about property rights.

The Planning Commissioners asked questions regarding paving materials, enforcement procedures, groundwater protection, and screening requirements. Mr. Aagard clarified that gravel is allowed as a cost-effective option, enforcement would be complaint-driven and focused on long-term issues, and existing nuisance procedures would apply if vehicle removal became necessary. The Planning Commissioners acknowledged the difficulty of balancing property rights with community standards and expressed appreciation for the work completed, noting the proposal represents a reasonable compromise.

Chairman Hamilton opened the public hearing at 7:31 p.m. Seeing no members of the public coming forward, Chairman Hamilton closed the public hearing at 7: 31 p.m.

Motion: Commissioner Jensen motioned to make a positive recommendation to the Tooele City Council for the parking and residential zone text amendment requested by Tooele City for the purpose of amending the Tooele City Code regarding the parking of motor vehicles in front and side yards of residential properties as found in Tooele City Code 7-4-7 and to include figure 7-4-7 in the ordinance. Commissioner Proctor seconded the motion. The vote was as follows: Commissioner Hammer, “Aye”; Commissioner Faircloth, “Aye”; Commissioner Proctor, “Aye”, Commissioner Cordova, “Aye”; Commissioner Jensen, “Aye”; Commissioner Anderson, “Aye”; and Chairman Hamilton, “Aye”. The motion passed 7-0.

- 5. Public Hearing and Decision on a Conditional Use Permit request by Trevor Jensen, representing Bit-N-Spur Riding Club and Rodeo, to authorize the continued use of an “open-air theaters and meeting places”, located approximately at 240 West 500 North within the Open Space (OS) zoning district and encompasses approximately 15-acres.**

Ms. Anglin explained that the request involves the existing Tooele rodeo grounds, which have operated since 1945. The applicant requested to construct a shed for tractor storage; however, because no record of a conditional use permit could be found, the property is considered nonconforming. Ms. Anglin advised that planning staff recommended approving a conditional use permit to bring the property into compliance, allowing the shed to be constructed and preventing future complications.

The Planning Commissioners asked questions regarding why the permit is needed and whether it applied to the building or the property. Ms. Anglin clarified that the conditional use permit would apply to the property’s use, making it conforming and allowing future improvements without additional approvals, while the shed itself would still require a building permit. Ms. Anglin noted the action is primarily housekeeping to formalize the long-standing use and improve recordkeeping.

Chairman Hamilton opened the public hearing at 7:37 p.m. Seeing no members of the public coming forward, Chairman Hamilton closed the public hearing at 7:37 p.m.

Motion: Commissioner Proctor moved to approve the conditional use permit requested by Trever and Christina Jensen to authorize the use of open-air theatres and meeting places to be conducted on property located at 240 West 500 North, application number 2026018, based on findings listed in the staff report dated March 20, 2026. Commissioner Hammer seconded the motion. The vote was as follows: Commissioner Hammer, “Aye”; Commissioner Faircloth, “Aye”; Commissioner Proctor, “Aye”, Commissioner Cordova, “Aye”; Commissioner Jensen, “Aye”; Commissioner Anderson, “Aye”; and Chairman Hamilton, “Aye”. The motion passed 7-0.

- 6. City Council Reports**

Councilman Hanson expressed his gratitude to the Planning Commission for their dedication and participation, noting that their discussions reflect many of the same topics the City Council has addressed. He concluded by sincerely thanking both the Commission and city staff for their ongoing efforts.

- 7. Review and Decision – March 11, 2026 Planning Commission Meeting Minutes.**

The Planning Commission had no corrections to the minutes.

Motion: Commissioner Hammer moved to approve the March 11, 2026 Planning Commission Meeting Minutes. Commissioner Anderson seconded the motion. The vote was as follows: Commissioner Hammer, “Aye”; Commissioner Faircloth, “Aye”; Commissioner Proctor, “Aye”, Commissioner Cordova, “Aye”; Commissioner Jensen, “Aye”; Commissioner Anderson, “Aye”; and Chairman Hamilton, “Aye”. The motion passed 7-0.

8. **Adjourn**

Chairman Hamilton adjourned the meeting at 7:41 p.m.

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

Approved this _____ day of April, 2026

Tyson Hamilton, Tooele City Planning Commission Chair

DRAFT

TOOELE CITY CORPORATION

RESOLUTION 2026-16

A RESOLUTION OF THE TOOELE CITY COUNCIL CONSENTING TO THE MAYOR'S APPOINTMENT OF WILLIAM MONOSSO TO THE TOOELE VALLEY MUSEUM ADVISORY BOARD.

WHEREAS, Tooele City Code Chapter 2-2 governs the Mayor's appointments to the Tooele Valley Museum Advisory Board ("Board") and prescribes, among other things: a Board of 7 to 14 members, one of whom is the Mayor (or designee); Board members being appointed for terms of three years; and, City Council consent to the Mayor's Board appointments; and,

WHEREAS, Mayor Maresa T. Manzione presents to City Council the appointment of William Monosso to the Board, for a term of three years, and seeks the City Council's consent to the appointment; and,

WHEREAS, terms of the various members of the Board are shown in the table attached as Exhibit A:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that consent is hereby given to Mayor Manzione's appointment of William Monosso to the Tooele Valley Museum Advisory Board for a term of three years, as shown in Exhibit A.

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

Passed this ____ day of _____, 2026.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(For)

(Against)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form:

Matthew C. Johnson, Tooele City Attorney

EXHIBIT A

Tooele Valley Museum Advisory Board Members	Appointed	Term Expiration
Clint Warner	12/31/2023	12/31/2026
Emma Penrod	12/31/2023	12/31/2026
Daniel Cushman	12/31/2023	12/31/2026
Wade Matthews	12/31/2023	12/31/2026
William Monosso	04/01/2026	12/31/2028
Maresa Manzione*	ex-officio*	Mayor*
Ed Hansen*	ex-officio*	City Council*

TOOELE CITY CORPORATION

RESOLUTION 2026-17

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT CHANGE ORDER NO. 3 WITH HYDRO RESOURCES ROCKY MOUNTAIN, INC., FOR DRILLING OF THE 2025 TOOELE CITY WELLS PROJECT.

WHEREAS, on July 16, 2025, the City Council approved Resolution 2025-61, approving an agreement with Hydro Resources Rocky Mountain, Inc., for drilling in connection with the 2025 Tooele City Wells Project (the “Wells Project”); and,

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

WHEREAS, during the course of the construction of the Wells Project, certain unforeseen conditions or necessary adjustments were identified, and the City Administration has determined it to be prudent to change the well screen from wire wrapped to louvered, to increase the total screen length, and to increase the overall drilling depth (see Change Order No. 3 attached as Exhibit A); and,

WHEREAS, these changes are essential to the successful completion and long-term integrity of the Wells Project and are determined to be within the original general scope of work envisioned by the bid documents; and,

WHEREAS, Change Order No. 3 would increase the contract amount by \$252,475.09, and City Administration requests an additional contingency in the amount of \$85,000.00; and,

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

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

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

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

WHEREAS, the Purchasing Policies and Procedures allow for Change Order No. 3 because the Mayor and Parks and Public Works Director have determined that the change order is related to the agreement for the Wells Project, and the change order will maximize efficiency in Project completion and result in cost savings; and,

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that: (1) the City Council hereby approves Change Order No. 3 with Hydro Resources Rocky Mountain, Inc., in the amount of \$252,475.09, for the Wells Project; and, (2) the City Council hereby approves an additional \$85,000.00 for contingency.

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

Change Order No. 3
with Cover Letter and Exhibits



THE
LANGDON
GROUP



J-U-B ENGINEERS, INC.



GATEWAY
MAPPING
INC.

October 15, 2025

Jamie Grandpre
90 North Main
Tooele, UT 84074

RE: Change Order #3 2025 Tooele City Well Drilling Project

Dear Jamie,

The 2025 Tooele City Well Drilling Project awarded to Hydro Resources Rocky Mountain includes the drilling of two pilot wells and one production well. The drilling of the two pilot wells is now complete. The Rogers site has been selected for the location of the production well based upon more favorable water production and water quality results.

Several modifications to the production well design are recommended based upon the findings of the test well including:

- Increasing the depth of the well from 1,210 feet to 1,320 feet with an additional 60 feet of screen to improve the water yield of the well
- Changing the type of well screen from continuous wire wrap to louvered screen and gradation of the gravel pack due to the formation encountered in the test well
- Adding an intermediate casing and seal to mitigate lost circulation risks

The addition of the intermediate casing and seal is the most substantial change to the well design. During the drilling of the Rogers pilot well Hydro Resources experienced zones of lost circulation of the drilling mud which posed a risk of the borehole collapsing which would have prevented the completion of the well. Additional materials were added to stabilize the borehole wall and allow the successful completion of the well. However, it was a challenge to maintain the borehole wall stability throughout the drilling and will very likely be even more challenging with the larger diameter production well. The addition of the intermediate casing mitigates the risk of the borehole wall collapsing by providing a way to seal off the most severe lost circulation zone at the beginning of the well drilling process. The addition of the intermediate casing requires increasing the diameter of the conductor borehole and casing.

Change Order #3 incorporates these changes into the production well design and establishes the unit prices for these changes. Quantities for materials to incorporate these changes and the cost are included in the change order but actual quantities for items such as cement grout, gravel pack, development time and others may vary.

HELPING EACH OTHER
CREATE BETTER COMMUNITIES

J-U-B FAMILY OF COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

J-U-B ENGINEERS, INC.

The net total change to the contract price for Change Order #3 is anticipated to be \$252,475.09. We recommend the approval of this change order to provide a production well designed to leverage the information from and mitigate the drilling risks experienced during the test well drilling.

Please let us know if you have questions or would like to discuss this matter in greater detail.

Sincerely,

Andrew Hobson, P.E.
Project Manager
J-U-B ENGINEERS, Inc.

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EJCDC® C-941, Change Order.

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and American Society of Civil Engineers. All rights reserved.

Page 2 of 2



Hydro resources

13027 Weld County Road 18, Ft Lupton, CO, 80621
PH: (303) 857-7540

Change Order #3

Project Name: 2025 Tooele City Wells Drilling

Change Order Date: 10/1/2025

Project Location Tooele UT

Owner: Tooele City Corporation

Engineering Firm: JUB Engineering

Contract Number: 55-25-021

Contract Date: 7/10/2025

The contract is changed as follows:

Changed geological conditions necessitate revisions to the production well design and drilling methodology.

The original contract sum was	\$	<u>2,536,638.00</u>
The net change by previously authorized Change Orders	\$	<u>41,652.50</u>
The contract sum prior to this Change Order was	\$	<u>2,578,290.50</u>
The contract sum will be (increased) by this Change Order in the amount of	\$	<u>252,475.09</u>
The new contract sum, including this Change Order will be	\$	<u>2,830,765.59</u>
The Contract Time will be (increased/decreased/unchanged) by		<u>(0) days</u>
The new date of Substantial Completion will be		<u>1/10/2026</u>

JUB Engineering
ENGINEER

HYDRO RESOURCES, Rocky Mountain Inc.
CONTRACTOR

Tooele City Corporation
OWNER

SIGNATURE

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

Jacob Gallagher, Project Manager
PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

10/1/2025
DATE

DATE



13027 Weld County Road 18, Ft Lupton, CO, 80621
 PH: (303) 857-7540

EXHIBIT A (Line Items Summary)

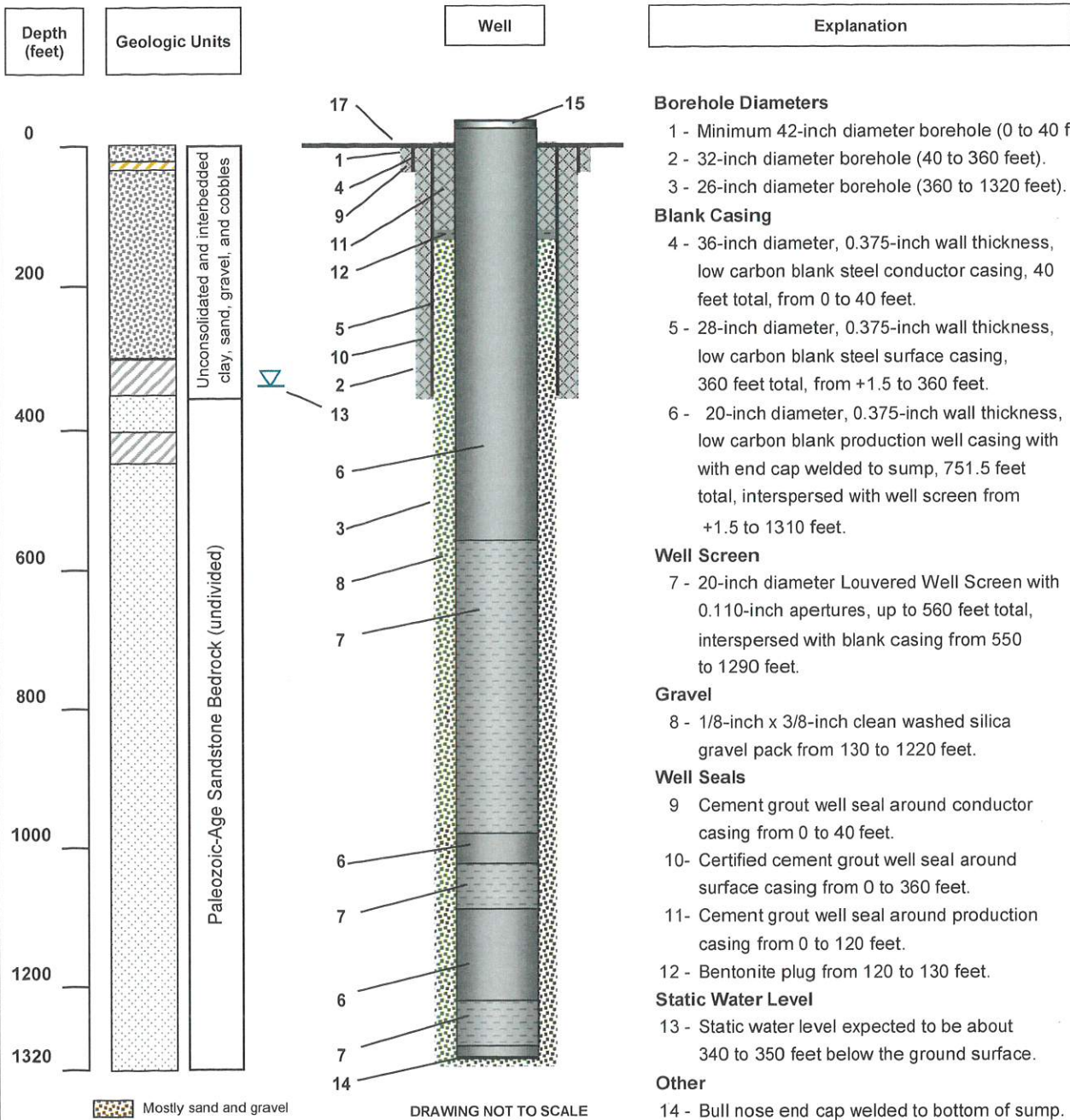
Change Order Date: 1-Oct-2025

Project Name: 2025 Tooele City Wells Drilling

Project Location Tooele UT
 Owner: Tooele City Corporation

Engineering Firm: JUB Engineering
 Contract Number: 55-25-021
 Contract Date: 7/10/2025

Original Contract Line Item #	Item Description	BID QTY	UNIT	UNIT PRICE	Contracted Amount	ACTUAL QTY	ACTUAL AMOUNT	DELTA FROM BID
Surface Conductor								
C.1	Mob and demob	1	LS	\$ 118,000.00	\$ 118,000.00	1	\$118,000.00	\$0.00
C.2	Drill min 40" conductor casing borehole	40	LF	\$ 496.00	\$ 19,840.00	0	\$0.00	-\$19,840.00
C.3	Furnish min 32" conductor casing	40	LF	\$ 270.00	\$ 10,800.00	0	\$0.00	-\$10,800.00
C.4	Install min 32" conductor casing	40	LF	\$ 86.00	\$ 3,440.00	0	\$0.00	-\$3,440.00
C.5	F&I well seal for conductor casing	160	CF	\$ 110.00	\$ 17,600.00	145	\$15,950.00	-\$1,650.00
NEW (E.1)	Drill 42" surface conductor casing borehole	0	LF	\$ 575.00	\$ -	40	\$23,000.00	\$23,000.00
NEW (E.2)	Furnish & install min 36" surface conductor casing	0	LF	\$ 375.00	\$ -	40	\$15,000.00	\$15,000.00
Intermediate Casing and Grout Seal								
C.6	Drill min 28" production borehole - (unconsolidated)	1170	LF	\$ 365.00	\$ 427,050.00	0	\$0.00	-\$427,050.00
NEW (E.3)	Drill 32" borehole for intermediate casing	0	LF	\$ 595.00	\$ -	320	\$190,400.00	\$190,400.00
NEW (E.4)	LCM - 30lb Magma Fiber bags (cost + 15%)	0	BAG	\$ 30.22	\$ -	280	\$8,462.59	\$8,462.59
NEW (E.5)	Furnish & Install nominal 28" steel intermediate casing	0	LF	\$ 295.00	\$ -	361.5	\$106,642.50	\$106,642.50
C.13	F&I well seal (Intermediate & Production Well)	350	CF	\$ 110.00	\$ 38,500.00	975	\$107,250.00	\$68,750.00



Notes:

1. Designed by William D. Loughlin, P.G.
2. Subsurface conditions are generalized from Rogers Exploration Well. Well Identification No. (WIN) 450473.
3. All work in accordance with (a) UAC R655-4, Water Well Rule; (b) UAC R309-515; (c) UWater Quality Act 19-5-107(1); and the Technical Specifications.
4. Design is preliminary; ENGINEER will specify the total depth and final design including placement of casings, screens, gravel pack, grout seals, and any other materials used to construct the well.

TOOELE CITY CORPORATION

RESOLUTION 2026-18

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH HUBER TECHNOLOGY, LLC, FOR THE WATER RECLAMATION FACILITY SOLAR DRYER PROJECT.

WHEREAS, Tooele City owns and operates a water reclamation facility (“Facility”), which requires a program of evaluation, design, and upgrade for optimal functioning of the City’s wastewater treatment program; and,

WHEREAS, on July 17, 2026, the City Council approved Resolution 2025-66, contracting with JUB Engineers, Inc. (“JUB”), to design an upgrade of the Solar Dryer Facility, located at the Facility (“Upgrade”); and,

WHEREAS, the City, working with JUB, solicited bids for the construction of the Upgrade, in compliance with the procurement procedures set forth in Utah Code §11-39-101 *et seq.* regarding contracts for public works projects; and,

WHEREAS, the City, working with JUB, has determined that Huber Technology, LLC, is the lowest responsive and responsible bidder, with a proposal of \$2,676,0167.00 (Exhibit A); and,

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the agreement with Huber Technology, LLC, for the Water Reclamation Facility Solar Dryer Project, in the amount of \$2,676,016.00 is hereby approved, and that the Mayor is authorized to sign the agreement for the City.

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

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

Agreement Proposal and
Bid Document



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

March 2, 2026

Nathan Farrer
Public Works Director
Tooele City Corporation
90 North Main Street
Tooele, Utah 84074

RE: Water Reclamation Facility Solar Dryer Project

Dear Mr. Farrer,

Attached is the bid tabulation for the bids opened February 12, 2026 for the above referenced project. The apparent Low Bidder is as follows:

Project Bidding Details

Bidder:	Huber Technology, LLC
Base Bid Amount (3 Solar Dryer Turners):	\$1,971,000.00
Sales Tax on Goods:	\$ 137,970.00
Operator Interface – Allen Bradley:	\$ 112,854.00
Special Services, Shop drawings, submittals:	\$ 219,000.00
Recommended Spare Parts:	\$ 235,192.00
Total Project Award:	\$2,676,016.00

In addition to the base bid amount for goods and special services, we recommend awarding the recommended spare parts, and the operator interface to the Allen Bradley plant standard.

We have reviewed the submitted bids and Huber Technology was the only manufacturer that could provide the specialized wastewater sludge turning equipment and therefore is the lowest, responsive, and responsible bidder. All documents submitted appear to be in proper order.

We recommend awarding the **Solar Dryer Turning Equipment** contract to Huber Technology, LLC. We have attached for signature one (1) copy of the Notice of Award. Please contact me if you have any questions or concerns.

Sincerely,
J-U-B ENGINEERS, Inc.

Gary Vance, P.E.
Project Manager

PROPOSAL



Tooele, UT

Equipment:
HUBER SOLSTICE® SRT 11

Represented by:
Mike Charnholm
Goble Sampson Associates
(801) 268-8790
mcharnholm@goblesampson.com

Regional Sales Director:
Ron Maiorana
704-718-4477
ron.maiorana@hhusa.net

Project Number: 437289
Revision: 0
Date: 2/10/2026

Equipment Details

Model	HUBER SOLSTICE® SRT 11 Sludge Turner
Quantity	3
Materials of Construction	304L stainless steel construction; pickled and passivated in acid bath
Traction Drive System	5 hp, 460 VAC, 3 ph, 60 Hz, VFD Motor
Sludge Turning Unit	7.5 hp, 460 VAC, 3 ph, 60 Hz, VFD Motor
Scraper Plate	0.75 hp, 460 VAC, 3 ph, 60 Hz Motor
Drive Chains	One (1) set per turning device, 305 ft. length
Energy Chain	One (1) per turning device including galvanized steel trough, 305 ft. length

Turning Device Parameters	
Forward travel speed	Up to 8" per second with shovel turning
Shovel rotational speed	Up to 15 rpm
Reverse travel speed	Up to 11" per second without shovel turning
Sludge loading rate	Up to 75 lbs./minute (not to exceed 4,500 lbs./hour)
Sludge backmixing rate	Up to 55 cu. ft. per hour

Control System	
Solar Dryer Main Control Panel	
Solar Dryer Transfer Control Panel	
Junction Box	
Pre-programmed and Factory Tested	
Winsonic OIU - 15" Color Touchscreen Display	

Pricing

Equipment	Model	Quantity	Pricing
HUBER Solar Dryer	HUBER SOLSTICE® SRT 11	3	Included
HUBER Control System	HUBER Standard	3	Included
Freight and Startup Services	Standard HUBER Start-up Services	22 days & 10 trips	Included
Sales Tax	Per 00 41 00	7% on Goods	Included
TOTAL:			\$2,327,970

Allen Bradley HMI Adder

(Adder to replace the standard HMI unit with an Allen Bradley PanelView 7 HMI unit, including programming and implementation)

Equipment	Model	Quantity	Pricing after tax
Replacement of Standard Winsonic OIU	Allen Bradley PanelView 7	1	\$112,854

Standard delivery is 26-34 weeks from notice to proceed with manufacturing.

Thank you for your interest in HUBER Technology, Inc. If you have any questions, please do not hesitate to contact our Regional Sales Director or our local sales representative.

This proposal has been reviewed for accuracy and approved for issue by: ZMA

Notes and Technical Clarifications

- Equipment specification and drawings are available upon request.
- If there are site-specific hydraulic constraints that must be applied, please consult the manufacturer's representative to ensure compatibility with the proposed system.
- Electrical disconnects required per local NEC code are not included in this proposal.
- Huber Technology warrants all components of the system against faulty workmanship and materials for a period of 12 months from date of start-up or 18 months after shipment, whichever occurs first.
- Pricing is based on Huber Technology's standard Terms & Conditions and is quoted in US dollars unless otherwise stated.
- Equipment lead time from notice to proceed with manufacturing is expected to be 26-34 weeks.
- Equipment recommendations are based on information provided to Huber Technology. Subsequent information which differs from what has been provided may alter the equipment recommendation.
- Feed sludge must be free of any pollutants which could be hazardous, toxic, radioactive, corrosive, flammable, or explosive.
- Feed sludge must be free of lime which may have been added to stabilize or improve storage of the sludge. Sludge stabilized with lime can only be treated in drying plants which are specifically designed for this purpose.
- Installation, including relocation of existing equipment such as the energy chain support brackets, shall be by others.
- HUBER recommends that the solar dryer system electrical and mechanical equipment, including the third drying lane, be deactivated prior to the commencement of installation for safety reasons.
- Section 46 76 70 Paragraph 1.3.E.1:* Please note that final O&M documentation includes items such as factory testing reports, which cannot be shared at the time of submittals. HUBER will share their standard O&M manual at the time of submittals, and will provide a final, as-built version at or shortly after the time of delivery.
- Section 46 76 71 Paragraph 2.2.B.4:* Contractor is responsible for unloading and installing new Solstice units. This includes any necessary modifications of the greenhouse to move the Solstice machines into the greenhouse space.
- Section 46 76 70 Paragraph 2.5.A:* The testing identified here can only be accommodated upon special request, after discussion during the submittal process. Please note that HUBER has NOT included costs in their proposal for factory testing of the turner with its field control panel at this time. HUBER has included standard factory testing of the turning device (bumping all motors to ensure proper operation), and separate OEM panel testing at the panel manufacturers facility. If additional testing must be completed, please note that this will come at an additional charge, and may influence overall project schedule.

HUBER TECHNOLOGY, LLC STANDARD TERMS AND CONDITIONS OF SALE

1. ENTIRE AGREEMENT/ORDERS.

Unless otherwise noted in Exhibit A of the Proposal, this Proposal is dependent and expressly conditioned upon Purchaser's acceptance of the attached HUBER Technology, LLC (hereinafter "HUBER") Standard Terms and Conditions of Sale dated 6/30/2025.

This agreement (the "Agreement") is between HUBER Technology, LLC, ("HUBER") and Purchaser. No order for HUBER's goods or services shall be binding upon HUBER until acknowledged in writing by HUBER. Such written acknowledgement and these Standard Terms and Conditions of Sale (the "Terms and Conditions") constitute the entire agreement between HUBER and Purchaser. Any purchase order, offer or counter-offer made by Purchaser before or after HUBER's written acknowledgement is rejected and all documents exchanged prior to HUBER's written acknowledgement are merely preliminary negotiations and not part of any agreement between the parties. For example, orders submitted on Purchaser's own purchase order forms modifying, adding to, contrary to, or inconsistent with these Terms and Conditions are expressly rejected and of no force or effect and acceptance is expressly made conditional upon assent to these terms. In no event will HUBER be deemed to have in any way changed, enlarged or modified its liabilities or obligations as fixed by these Terms and Conditions including, without limitation, situations in which HUBER satisfies an order submitted on Purchaser's own purchase order form. No other terms or conditions or modification of these terms shall be binding upon HUBER unless specifically accepted in writing by an Officer of HUBER. Merely signing a purchase order or other document as a condition of payment shall not be deemed a specific acceptance of terms therein by HUBER.

Purchaser shall have been deemed to agree to these Terms and Conditions upon the earlier of acceptance of HUBER's quotation, acceptance of delivery of the goods or services or the issuance of a purchase order to HUBER.

2. Scope of Supply/Work and Ancillary Equipment

This Proposal includes only those items specifically mentioned in the equipment descriptions. Any items which may be necessary for the operation of the equipment, but are not specifically mentioned HUBER's Scope of Supply, such as motors, drives, controls, supports, piping, or otherwise, are to be supplied via additional quotation separate from this offering.

HUBER will use HUBER products or HUBER standards and colors whenever possible unless specifically called out in the quotation.

Any deviations from the HUBER standard mechanical and electrical specifications must be discussed with HUBER and agreed upon in writing. If HUBER mechanical and electrical specifications are changed, performance of HUBER equipment may be affected. If Purchaser fails to provide intake materials consistent with those in the specifications and Proposal, performance of HUBER's equipment cannot be guaranteed. HUBER reserves the right to charge additional costs to the equipment price for any non-standard mechanical and electrical components required by the Purchaser and not explicitly stated in HUBER's scope of supply in the form of a Change Order and as stated below under Article 9 Submittals.

Control Panel design (if a part of the manufacturer's scope of work) is based on the specification provided and is inclusive to meet the requirements of a vendor-designed panel, whereas the components and the factory testing of the panel will meet the manufacturer's requirements for function and warranty. Additional requirements or sections of the specification to meet local authority requirements or control panel designs unrelated to the equipment section, including special labeling, testing, or integration, have not been included.

Factory testing documents will be based on HUBER (or their designated vendors') typical testing forms, modified to match the scope of the equipment outlined in this quote. If specific custom testing forms are required, example documents will need to be provided and evaluated to determine if there will be an impact to project cost.

If customer elects to supply control panel(s) for HUBER equipment, HUBER will supply the following information with their submittal: Site specific standard HUBER equipment PID for equipment being delivered, detailed control strategy for HUBER supplied equipment, setpoint names, typical ranges, and initial values, submittal comments outlining any concerns with HUBER equipment requirements as it pertains to project plans and specifications. No additional information other than these items will be shared/reviewed by HUBER during the submittal stage.

3. Exclusions Includes:

- Financing
- Cranes and/or lifting devices
- Unloading and/or storage of equipment on job site
- Foundation design and engineering (HUBER will only furnish equipment drawings and data)
- Utilities for erection, installation and operation
- Gauges and instrumentation not specifically described in HUBER scope of supply
- Rental of Vacuum Trucks, pumping trucks or any other methods for cleaning and removing sludge, water, waste or the like
- Validation and/or testing of third party or ancillary systems such as polymer dosing, fans, air balancing and the like.
- Interconnecting wiring, conduit, piping, tubing, valves, fittings, etc. between the equipment and other equipment and/or control devices and control panel.
- Tools, oil, grease, grease gun, dumpster(s), or bin(s).
- All other items not specifically described in HUBER scope of supply
- Witnessed factory testing, and site testing and commissioning are not included unless otherwise noted. In addition, custom forms, submittals, and programming, are not included. These items are available as needed and HUBER can provide pricing for these items upon request.
- Customer travel expenses associated with witnessed factory testing (if applicable).
- If outlined explicitly in the OEM process equipment specification(s), control system spare parts *will* be included. Any spare parts will be specifically limited to those items named in OEM equipment specifications. Spare I&C components listed in referenced specification sections are specifically NOT included, as these items are assumed to be provided by the Contractor and/or Systems Integrator. If asked to supply these items after a Purchase Order has been issued, HUBER can offer these items via change order.
- Control panel seismic analysis, loop diagrams, harmonic studies, electrical site studies, PLC logic diagrams, flow charts, project specific P&ID's, ISA data sheets, point-to-point wiring diagrams, etc. unless specifically stated otherwise.

- Software *licenses* for the PLC/HMI program are not included unless stated otherwise. These items are available for additional price adder upon request.

4. Abrasion or Corrosive Materials

All of HUBER's machines, control panels, and systems are manufactured from 304L or 316L grade stainless steel. Purchaser expressly acknowledges that HUBER has no control over the environment or materials where the HUBER equipment will be installed. The environment or materials the equipment may be exposed to may be abrasive or corrosive. This Proposal makes no representation or warranties concerning the service life of the equipment against such structural abrasion or corrosion. The concentration of chloride and hydrogen sulfide (H₂S) in the equipment operating environment shall be kept below the following values:

- Maximum Chloride for V2A (304, 304L)* 100mg/L
- Maximum Chloride for V4A (316L, 316Ti)* 400mg/L
- Maximum Chloride for V4A (316L, 316Ti)** 250mg/L
- pH Value of the Wastewater/Washwater >6.5
- Iron Content in Washwater <0.50mg/L

* NO hydrogen sulfide present in the area of the stainless steel

** Maximum hydrogen sulfide content of 6 ppm present in the area of the stainless steel Control panels are to be located in an environment free from hydrogen sulfide, and tin plated copper wiring is recommended for all customer field wiring installations.

Upon specific request and HUBER approval, machines may be made from Duplex grade stainless steel at an additional price for extremely harsh operating environments.

5. PRICES.

Prices are in U.S. Dollars unless noted otherwise. Until acceptance of a purchase order is acknowledged in writing by HUBER, all prices are subject to change. Written quotations expire thirty (30) calendar days from the date of quotation unless specified otherwise. After expiration of validity HUBER reserves the right to adjust pricing to take into account any increases in material costs such as steel, stainless steel finished products, stainless steel coil, etc. The determination to increase pricing due to increased material costs is within HUBER's sole discretion. Due to the **current volatility of raw materials and shipping** HUBER cannot guarantee to hold prices beyond the validity date. HUBER therefore reserves the right to adjust our pricing at time of order. Verbal quotations are non-binding on HUBER. Quoted prices do not include sales, excise, municipal, state or any other government taxes. All taxes and other governmental charges upon the production, manufacture, distribution, sale or use of goods or services to the extent required or not forbidden by law to be collected by HUBER from Purchaser, shall be paid by Purchaser to HUBER unless Purchaser furnishes HUBER with exemption certificates acceptable to the relevant taxing authorities. Price does not include installation or building modifications. Typographical and/or clerical errors made by HUBER are subject to correction.

If Purchaser causes or requests delays in manufacture or shipment beyond six (6) months from acceptance of Purchase Order, HUBER shall have the right to increase price based on any actual escalation in labor, material, overhead, and component costs. HUBER also reserves the right to charge Purchaser for any direct costs, reasonable storage costs caused by such delays and a finance charge of 1.5% of the Contract value per month.

Equipment prices broken out on the HUBER proposal for convenience are only valid when packaged together.

6. TERMS OF PAYMENT.

Invoices are net thirty (30) days from the date of invoice, unless specified otherwise and approved in writing by HUBER. In the event that the purchase order between Purchaser and HUBER requires partial payments to be made by Purchaser, Purchaser shall pay those required amounts in a timely manner or HUBER will be permitted to suspend, without penalty or liability of any kind, delivery of future goods and services to the Purchaser and terminate any agreement between the parties, even though partial payment for such undelivered goods or services may have already been received by HUBER. At any time prior to or after the commencement of delivery or work pursuant to the Agreement, HUBER may request that Purchaser provide reasonable documentation demonstrating that Purchaser has the ability to perform all payment obligations specified herein.

Progress payments are as follows:

- Special Services (10% of total Contract Price)
 - 25% upon execution of purchase order (net 30 days)
 - 75% upon approval of submittals (net 30 days)
- Goods (90% of total Contract Price)
 - 20% upon notice to commence fabrication (net 30 days)
 - 70% upon delivery of equipment (net 30 days)
 - 5% upon startup of equipment (net 30 days)
 - 5% upon completion of performance testing (net 30 days)

Past due accounts will bear interest at the rate of 1.5% per month of the invoiced amount. All invoices are payable in U.S. dollars, unless specified otherwise and approved by HUBER in writing. Acceptance of bank drafts, checks or other form of payment shall be subject to immediate collection of the full face amount thereof. HUBER may, at its discretion, impose a transaction fee on payments processed via wire transfer or by Letter of Credit.

HUBER reserves the right at any time to suspend credit or to change credit terms provided herein when in its sole opinion the financial condition of Purchaser so warrants. In such case, in addition to any other remedies provided herein or by law, HUBER may request cash payment or satisfactory security from Purchaser prior to shipment of goods.

In the event of nonpayment of an invoice when due, and without prejudice to other lawful remedies, HUBER shall have the right, without penalty or liability of any kind, to suspend further work or the delivery of future goods under this Agreement and terminate this Agreement or any other agreement with Purchaser until such invoice is paid in full; provided, however, that if such invoice remains unpaid for more than five (5) days after written demand by HUBER, HUBER may terminate this Agreement without penalty and recover all damages as a result of Purchaser's Breach.

7. RETAINAGE.

There shall be no retainage under this Agreement.

8. TAXES AND OTHER CHARGES.

The prices for Goods and/or Services do not include any sales, use or other taxes or charges payable to state or local authorities. In addition to HUBER's invoice price or quote price, Purchaser is also responsible for payment of any use-tax, sales tax, excise tax, VAT tax, duty, custom, inspection or testing fee, and/or any other fee, tax, or charge imposed by governmental or non-governmental authority arising from the Goods and/or Services provided by HUBER. Purchaser is responsible for and bears the risk of establishment of a valid exemption from any fee, tax, or charge. In the event HUBER is required to pay any of the fees, taxes, or charges listed in this paragraph, Purchaser herewith agrees to immediately reimburse HUBER for this cost, or in lieu of such payment by HUBER, Purchaser agrees to timely provide an exemption certificate or other comparable document to the entity or authority imposing said fee, tax and/or charge. In the event that any tariffs, taxes, or import duties are imposed between the goods purchased to the time of shipment, the cost of these charges will be passed on to the Purchaser. If the Purchaser does not accept the additional costs or if the Purchaser is unable to fulfill these payment obligations, HUBER reserves the right to cancel the order and issue a refund on invoices paid up to the time of cancellation, after deducting any related direct cost that HUBER has incurred to the date of cancellation. Purchaser further agrees to waive any and all claims regarding the reasonableness of such payment and will be liable to HUBER for reasonable attorneys' fees and/or court costs incurred by HUBER as a result of Purchaser's failure to pay the charges listed in this paragraph.

Purchase Orders

All Purchase Orders are to be faxed or mailed to:

HUBER Technology, LLC
1009 Airlie Parkway
Denver, NC 28037
Phone: (704) 949-1010
Fax: (704) 949-1020

All Purchase Orders are subject to acceptance by HUBER and acceptance of HUBER's Standard Terms and Conditions.

9. Submittals

HUBER will provide documentation to the Purchaser per the following schedule:

- An electronic copy of the Submittals will be provided via HUBER Share four (4) to six (6) weeks after acceptance of a written purchase order and receipt of all technical information
- For projects exceeding \$1 million in total value, involving five (5) or more major equipment components, or requiring fulfillment under multiple purchase orders, the standard submittal delivery timeline shall be a minimum of six (6) to eight (8) weeks from the date of receipt of a complete and executed purchase order, inclusive of all required technical, commercial, and project-specific information. Submittals may be delivered in staged packages, grouped by system or purchase order structure, at the discretion of the Supplier to support efficient and timely project execution.
- Operation & Maintenance (O&M) manuals will be provided electronically via HUBER Share prior to equipment startup.
- Printed hard copies of the submittals and/or O&M manuals are available at an additional cost.
- Custom submittal or O&M formats outside of the HUBER Standard are available for an additional cost.

- HUBER's standard submittal documents, programming (as applicable), testing procedure, and O&M documentation have included for all equipment, and any controls which are included in the HUBER Scope of Supply.

CHANGES TO DELIVERY DATE MAY RESULT IF THESE ITEMS ARE NOT ADDRESSED (If applicable).

- All necessary information including, but not limited to, up-to-date layouts, technical specifications, prints and pertinent specifications. These must be in AutoCAD DWG, DXF, IGES or STEP format and be supplied within 1 Week (5 business days) of P.O. receipt, or equipment prices and delivery may be impacted. A more specific date will be set upon the Seller's acknowledgment of the Buyer's order, and is subject to Seller's timely receipt of all conformed drawings, specification, and other information necessary for the design, manufacture, and factory witness test of the machine or product, if applicable. Seller shall not be liable to the buyer for any loss or damage direct or consequential due to any delay in delivery.
- Submittals. After receipt of the d submittal(s), they must be approved as is, or changes noted, and signed by the buyer. The buyer must return the signed approval submittal(s) to HUBER Technology within 4 weeks (20 business days) of receipt. HUBER Technology will exercise its knowledge and experience by performing an internal design review, bypassing a customer review process. This requirement may be required if the delivery date is to be achieved. Any changes in the process after purchase order is issued may result in a later delivery date, change order, or an addendum to the proposal. All changes must appear in writing using HUBER Technology C.O. (Change Order) form and signed by a representative of both HUBER Technology and the buyer before any changes can be made.
- Timing:
 - Project schedule is based upon the following: Customer approval or changes noted on Approval Submittal within 4 weeks (20 business days) of Submittal receipt.
 - In cases where changes or comments are noted, HUBER to supply resubmittal within 4 weeks (20 business days) of receipt of comments. Customer approval or changes noted on Approval Submittal within 2 weeks (10 business days) of Submittal receipt.
 - Any delays in the above approvals can impact overall project timing. HUBER Technology reserves the right to adjust project schedule based on customer delays to these milestones. Please note, each day late can result in up to a 2 day delay to project delivery. [Example: Submittal comments received 9 weeks after receipt (5 weeks (25 work days) past the due date) can result in up to a 10 week (50 work day) shift to the delivery schedule.]
 - Delays in customer milestones exceeding 6 weeks are subject to re-quote. NOTE: Changes or comments not captured in the scope may require a change order and can impact project schedule and cost. If submittals are not finally approved within 6 months of initial submission, this order is subject to change order for increase cost if necessary.
 - Any delay in the above-referenced process that is not solely due to the Seller's omissions and errors shall not be a basis for delay damages. Seller expressly reserves the right to increase costs and charge for costs relating to any delays not solely attributable for the Seller in the submittal process.
 - It is the responsibility of the purchaser to ensure timely approval of submittals in accordance with these terms. By accepting this purchase order, the purchaser

agrees to accept delivery of the goods within 18 months from the execution date of the purchase order. Failure to accept delivery within this timeframe may result in the order being subject to a change order, which may include revised pricing and/or cancellation of the order at the discretion of the seller.

10. Project Management

HUBER will assigned a Project Manager for the duration of the contract. Project Management services are included in this package and are as follows:

- Main point of contact for communication, for submittals, and shall make adjustments at their discretion.
- Provision of a complete critical path project schedule for HUBER equipment
- Coordination with HUBER manufacturing on materials procurement and fabrication to and with HUBER shipping/logistics to ensure HUBER commitments are maintained.
- No contractual warranty or indemnity relating to any service performed by Project Manager is extended to HUBER, nor are any Project Managers authorized to bind HUBER with any oral representations or statements in conflict with this Agreement.

11. PURCHASER CANCELLATION

If at any time prior to delivery of equipment, the Purchaser terminates this Agreement and/or refuses delivery, HUBER shall be entitled to receive all costs incurred during the design and manufacturing of the equipment, all costs and expenses incurred in disposing of the equipment, all costs resulting from the cancellation of any agreements with relevant suppliers and all anticipated overhead and profit on the equipment outlined in the Agreement.

12. DELIVERY & INSTALLATION.

HUBER shall not be liable for any damage as a result of any non-delivery or delay, including, without limitation, an act of God; act of Purchaser; act of HUBER; embargo; other government act, regulation or request; fire; accident; strike; war; boycott; slowdown; riot; or delay in transportation or inability to obtain necessary labor, materials, or manufacturing facilities. HUBER will use its best efforts to meet promised delivery dates, but under no circumstances shall HUBER be liable for any direct, or indirect, consequential, incidental, liquidated or other damages for delay in delivery or installation, where applicable.

Purchaser will notify HUBER within thirty (30) days after order acceptance of the scheduled delivery date. If Purchaser does not notify, a delivery date of six (6) months, unless otherwise specified by HUBER, after notice to proceed and/or approval of submittals is agreed. For any delays by Purchaser after commencement of manufacturing, a finance charge of 1.5 % per month of the contract value will be assessed to Purchaser.

HUBER reserves the right to substitute suitable alternative materials and components where necessary.

Where the services are to be performed on Purchaser's premises, Purchaser agrees to provide HUBER on a timely basis with such access, machine downtime, utilities and equipment as HUBER shall reasonably require in order to perform the services in accordance with the Agreement. If Purchaser fails to perform its obligations or shall fail to perform them in a timely manner, Purchaser acknowledges and agrees that HUBER shall be entitled to delay performance of the services,

without penalty or liability of any kind, until such time as Purchaser has complied in all respects with its obligations and to increase the price for the services to reflect any increased cost to Huber caused by Purchaser's failure to perform or late performance.

If delivery is delayed or deferred by Purchaser beyond the scheduled date, payment shall be due in full when HUBER is prepared to ship the goods or perform the services. The goods may thereafter, at HUBER's option, be stored at the risk and expense of Purchaser. If HUBER undertakes storage of the equipment, the Purchaser shall pay an additional \$3.00 per sq-ft (palletized and crated size) and an additional weekly value for each week storage continues as outlined below:

Total P.O. Value	Value added storage fees
≤ \$50,000	\$175
\$50,001-\$100,000	\$340
\$100,001-\$250,000	\$625
\$250,001-\$500,000	\$1,350
\$500,001-\$1,000,000	\$2,700
>\$1,000,000	Calculated per project

All amounts outlined above for storage shall be billed to the Purchaser at the time it is willing and able to accept delivery of the equipment. The storage fee shall be due upon receipt of the HUBER invoice and is a condition precedent to delivery of the equipment.

HUBER may at certain times provide goods or services to Purchaser prior to the issuance, delivery and acceptance of a corresponding purchase order. In such cases, these Terms and Conditions shall apply to such transactions and Purchaser shall be deemed to have accepted such Terms and Conditions upon HUBER's delivery of goods or performance of services.

13. GOODS ACCEPTANCE.

It is HUBER's intent to deliver complete orders in good condition to the final destination dictated by the Purchaser. All equipment and components delivered to the receiving location must be duly inspected upon receipt. Any visible damages must be noted on way-bill and followed up with a full inspection within a period of seven (7) days from delivery date. If a written report is not submitted to HUBER within this period it is assumed that the equipment was received in good condition, meets the specifications of the purchase order, constitutes unqualified acceptance by the Purchaser, and Purchaser waives any rights to rejection or remediation of delivered equipment.

14. FIELD SERVICE.

"Field Service" refers to the services of a Huber factory-trained representative at the site of end-use for installation inspection, start-up, observation and operator training. "Field Service" refers also to any subsequent investigations of warranty issues, operational difficulties, Purchaser complaints, or requests for post-warranty service. Purchaser acknowledges that HUBER Field Service representatives shall make all arrangements necessary with labor unions for their presence on the site. No contractual warranty or indemnity relating to Field Service is extended by HUBER, nor are its Field Service representatives authorized to bind HUBER with any oral representations or statements in conflict with or addition to the governing contract terms or any manual or instructions

provided by HUBER. This paragraph shall apply to any and all initial and subsequent Field Service provided by HUBER relating to the Goods sold to the Purchaser. Any field service work performed at site after expiration of the initial warranty period is warranted for sixty (60) days after the work has been completed.

An authorized HUBER Service Technician will be scheduled to provide start-up and commission assistance. To meet demand, HUBER may, at its sole discretion, source from an available international network of authorized technicians. HUBER is able to quote additional installation, start-up supervision, and training, which is not specifically included in the scope of supply, at the Purchaser's written request. For such additional services Purchaser shall pay the current per daily rate, per diem, and expenses, for eight (8) hours per day.

- At the request of the Purchaser, overtime service will be provided at a rate of 1.5 times the regular rate for weekdays, and 2.0 times the regular rate for weekends and/or holidays.
- "Expenses" are defined as the costs of travel from HUBER's location to the point of installation and return; together with accommodation and living expenses during the start-up period of field service. HUBER will make all reasonable efforts to provide a HUBER Representative located within North America. However, some circumstances will require travel from Europe.
- Charges for all time involved will be invoiced. The full net invoice is payable within thirty (30) days of receipt by Purchaser.
- In the event of on-site delays which are beyond HUBER's control, including proper installation, training and start-up, additional charges will be invoiced (the current hourly rate, plus expenses).
- Please note that once startup services are scheduled, this time is reserved exclusively for that service(s). Cancellation and/or rescheduling prior to the scheduled dates are subject to airline change fee(s) plus the differences in the cost for the new airline ticket(s) and any additional expenses that may occur (including hotel cancellation fees and airline agent fees).

HUBER requires clients to maintain at least one employee or site representative onsite whenever a HUBER representative may be required to work. This includes the commencement of work after normal business operation hours. It is the responsibility of site employee and or site representative to maintain all regulated safety standards and requirements for the project site. If a site representative or site employee is unable to remain on site after hours, HUBER Representatives will stop all work at that time to return when a site representative or employee is available to be on site. Furthermore, if a HUBER Representative encounters an unsafe work environment that HUBER Representative is required to stop all work and report the unsafe items to the site representative and stand by until these items are deemed safe for work to continue. As the schedule for work commencement is set prior to the start of work any travel changes and or additional hours needed to complete the approved scope due to delay or stoppage of work caused by actions or lack of action from the site representative of will require a change order and will be billed accordingly.

15. SHIPMENT/RISK OF LOSS.

Freight is delivered with duty paid (D.D.P.) to Job site. HUBER will use commercially reasonable efforts to meet delivery dates stated in advance of actual shipment of goods or performance of services, but in no event shall such quoted delivery dates be deemed to represent fixed or guaranteed delivery dates. Under no circumstances will HUBER be liable for any direct, or indirect, consequential, incidental, liquidated or other damages for delay in delivery. Risk of loss or damage

shall be upon Seller until the materials of equipment are physically delivered to Purchaser at the Project or other authorized destination.

HUBER will make commercially reasonable efforts to maintain the following schedule:

- Equipment delivery 22-30 weeks after approved submittals and notice to proceed.
- Operation & Maintenance (O&M) manuals will be provided electronically via HUBER Share prior to equipment startup. Printed hard copies of the O&M manuals are available at an additional cost.
- For any delays in delivery which are beyond HUBER's responsibility, a finance charge of 1.5% of the contract value per month and all direct Costs incurred as a result of the delay will be due and payable to HUBER upon request/invoice. Under no circumstances, shall HUBER be liable for any direct, or indirect, consequential, incidental, liquidated, or other damages for delay in delivery.

Method and route of shipment will be at the discretion of HUBER unless specified otherwise by Purchaser and agreed by HUBER, and any additional expense of the method or route of shipment specified by Purchaser shall be borne by Purchaser. Claims for shortage or other quantity errors must be made in writing to HUBER within seven (7) days after receipt of shipment. Failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Purchaser.

HUBER, in its sole discretion, may accommodate Purchaser requests for delivery of goods in installments if such requests are confirmed in writing by HUBER. Such installment deliveries, when separately invoiced, shall be paid for when due per invoice without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Purchaser of its obligations to accept remaining deliveries.

16. GOVERNMENT STANDARDS.

HUBER applies quality standards in our manufactured equipment that are designed to meet and comply with federal government occupational safety, noise, sanitation and health standards. The Purchaser is solely responsible for compliance of the equipment and its operation with any state or local laws, codes, ordinances, or regulations, unless otherwise specified by HUBER in its proposal.

17. LIMITED WARRANTY.

HUBER warrants that the equipment and components furnished will be free from defects in workmanship and materials and perform the general process function intended, solely under the conditions defined by HUBER for a period of (a) twelve (12) months from completion of installation and start-up assuming the equipment has completed start-up within 6 months of delivery or (b) eighteen (18) months from the date of delivery to Purchaser, whichever date comes first. HUBER will replace, modify or repair, at its sole option, any such defective component or equipment at no charge provided that HUBER is notified promptly in writing of any claimed defect. If requested by HUBER, any such defective part or component shall be returned to HUBER, freight prepaid. HUBER will provide on-site Field Service when reasonably assured of payment therefore if this warranty does not apply or when such service is required in its judgments. This warranty does not apply to any defect or malfunction arising out of failure to store, install, operate or maintain the equipment in accordance with instructions by HUBER. Warranty shall be voided for any misuse of equipment; operation under conditions other than those defined by HUBER in its operation and maintenance (O&M) manuals for said equipment, or operator negligence. Any unauthorized modification or

alteration of the equipment or repair or replacement of components may void this warranty, at the sole option of HUBER. For any billable repairs completed outside of the initial warranty period, a sixty (60) day guarantee on work performed and parts supplied will apply.

HUBER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE DESIGN, SALE, MERCHANTABILITY OR FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE OR USE EXCEPT AS EXPRESSLY SET FORTH IN HUBER'S TERMS AND CONDITIONS. HUBER IS NOT SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT CLAIMS INCLUDING NEGLIGENCE, GROSS NEGLIGENCE AND STRICT LIABILITY, OR ANY OTHER THEORIES OF LAW. HUBER IS UNDER NO EVENT LIABLE FOR ANY SPECIFIC, LIQUIDATED, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER.

18. EXCLUSIVE REMEDIES.

Purchaser acknowledges that its sole and exclusive remedies for breach of the Limited Warranty shall be replacement or repair by HUBER of any defective part or component, and payment of the reasonable out of pocket costs incurred in connection with replacement or repair if such costs are approved in advance by HUBER, or a refund pursuant to the Paragraph 19 herein..

19. LIMITATION OF LIABILITY/INDEMNITY.

HUBER's liability on any claim other than Limited Warranty claim as outlined in Paragraph 18, including but not limited to any loss or damage arising out of any transactions under this Agreement or from the performance or breach thereof or connected with any goods or services supplied hereunder, or the sale, resale, operation or use of goods, whether based on agreement, tort (including negligence) or other grounds, shall not exceed 10% of the purchase price of such goods or services or part thereof involved in the claim. This limitation of liability and remedies reflects a deliberate and bargained-for allocation of risks between HUBER and Purchaser and constitutes the basis of the parties' bargain, without which HUBER would not have agreed to the price or terms of this transaction. **EXCEPT FOR A CLAIM UNDER THE LIMITED WARRANTY DURING THE WARRANTY PERIOD RELATED TO REPLACEMENT, IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED 10% OF THE PURCHASE PRICE.**

HUBER SHALL NOT IN ANY EVENT BE LIABLE WHETHER AS A RESULT OF BREACH OF AGREEMENT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER GROUNDS FOR INCIDENTAL, INDIRECT, DIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF GOODS OR ASSOCIATED PRODUCTS, BUSINESS INTERRUPTION, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF PURCHASERS OF PURCHASER FOR SUCH DAMAGE. In addition, if HUBER furnishes Purchaser with advice or other assistance regarding any goods or services supplied hereunder, or any system or equipment in which any such goods may be installed, and which is not required pursuant to this transaction, the furnishing of the advice or assistance will not subject HUBER to any liability, whether based on agreement, warranty, tort (including negligence) or other grounds.

In the event Purchaser modifies HUBER goods or incorporates HUBER goods into another product or component part, Purchaser agrees to hold harmless and indemnify Huber from any and all claims,

liabilities, losses, costs and expenses (including reasonable attorneys' fees) involving personal injury or property damage. Purchaser also agrees to hold harmless and indemnify HUBER from any patent or other intellectual property claims related to (i) any HUBER goods made in accordance with Purchaser's designs or specifications; or (ii) the use of any drawings provided to HUBER by Purchaser for use in the manufacture, production or assembly of such goods to the fullest extent of the law.

20. TITLE.

Notwithstanding delivery, installation or start-up, title to all equipment furnished shall remain solely with HUBER until the full purchase price is paid by Purchaser. Until such time, HUBER may enter the premises where such equipment is then located and repossess and remove such equipment by any lawful means as this is the property of HUBER Technology. Purchaser agrees to do all acts deemed necessary or desirable or requested by HUBER to maintain HUBER's rights in, and title to such equipment.

21. WAIVER.

The failure of Huber to insist in any one or more instances, upon the performance of any of the Terms and Conditions as set forth herein or the failure of HUBER to exercise any of its rights hereunder shall not be construed as a waiver or relinquishment of any such terms, conditions or rights and shall not effect HUBER's right to insist on strict performance and compliance with regard to any future performance of these Terms and Conditions.

22. CHOICE OF LAW.

This Contract shall be exclusively governed by the laws of the State of North Carolina, without regard to its conflict of law provisions. HUBER and Purchaser further consent to the exclusive personal jurisdiction of any applicable court, in the county of Lincoln, North Carolina for any legal action or proceeding brought to enforce, construe or interpret these Terms and Conditions. Venue is proper only in the North Carolina Superior Court of Lincoln County. Each party hereto irrevocably submits to the jurisdiction of each court in each such action or proceeding.

23. DISPUTE RESOLUTION/ATTORNEYS' FEES.

Any controversy or claim arising out of or relating to this Contract or its breach shall be settled by arbitration conducted in Denver, North Carolina in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association and North Carolina law and judgment on the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. The arbitrator shall award attorneys' fees, costs, witness costs, expert witness fees, arbitrator compensation, arbitrator fees, exhibit fees, travel costs and other amounts deemed reasonable to the prevailing party as defined by North Carolina law.

24. ASSIGNMENT, WAIVER, ENTIRE AGREEMENT, SEVERABILITY.

Neither party shall assign or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party, which such consent shall not be unreasonably withheld, except that either party may assign or delegate its rights or obligations hereunder to an Affiliate without the other party's consent. As used herein, the term "Affiliate" shall mean any entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with the entity specified. Huber may terminate this Agreement upon written notice to Purchaser without any further liability to Purchaser if there is a change of control of Purchaser. The Agreement constitutes the entire agreement between the parties with respect to its

subject matter, and supersedes all prior oral or written representations or agreements by the parties with respect to the subject matter of this Agreement. Neither the Agreement nor any of its provisions may be modified, amended or waived, whether orally, through the parties' course of performance, course of dealing or course of conduct, or manifested in any other way, unless in writing and signed by an authorized officer of Huber. It is the express intention of the parties that such requirement for written modifications, amendments or waivers be strictly enforced notwithstanding judicial precedent or statutory provisions to the contrary. Any provision found invalid or unenforceable will not affect the validity or enforceability of any other provision and the invalid provision may be judicially modified to the extent enforceable.

TOOELE CITY CORPORATION

RESOLUTION 2026-19

A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF EDWARD BYRNE JUSTICE ASSISTANCE GRANT FUNDING FOR POLICE DEPARTMENT EQUIPMENT.

WHEREAS, the Tooele City Police Department (“Department”) seeks always to maintain and improve the quality of police services to the citizens of Tooele City; and,

WHEREAS, the Department seeks to acquire a Skydio X10 Unmanned Aircraft System (“UAS”) to enhance its law enforcement operations and public safety capabilities; and,

WHEREAS, the Bureau of Justice Assistance, Office of Justice Programs (OJP), U.S. Department of Justice has announced that \$22,945.00 in Edward Byrne Justice Assistance Grant funding has been set aside for a UAS for enhanced law enforcement operations and public safety capabilities; and,

WHEREAS, no local match of public monies is required for this grant; and,

WHEREAS, this Resolution and the funding it authorizes are in the best interest of Tooele City and further the public health, safety, and welfare:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that Tooele City, by and through the Tooele City Police Department, is hereby authorized to apply for and to accept the award of Edward Byrne Justice Assistance Grant funding for a UAS for enhanced law enforcement operations and public safety capabilities.

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

TOOELE CITY CORPORATION

RESOLUTION 2026-20

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN INTERLOCAL AGREEMENT BETWEEN TOOELE CITY AND TOOELE COUNTY FOR 2026 EDWARD BYRNE JUSTICE ASSISTANCE GRANT FUNDS.

WHEREAS, the Tooele City Police Department (“Department”) seeks always to improve the quality of police services to the citizens of Tooele City; and,

WHEREAS, the Bureau of Justice Assistance, Office of Justice Programs (OJP), U.S. Department of Justice has announced that \$22,945 in Edward Byrne Justice Assistance Grant funding has been set aside for the Department for a Skydio X10 Unmanned Aircraft System (“UAS”) for enhanced law enforcement operations and public safety capabilities, as described in Resolution 2026-19; and,

WHEREAS, the City Council approved the grant funding by way of Resolution 2026-19; and,

WHEREAS, OJP requires an interlocal agreement with Tooele County for the distribution of grant funds to Tooele City, and UCA Section 11-13-202 and -202.5 require the interlocal agreement to be approved by the City Council (see the interlocal agreement attached as Exhibit A); and,

WHEREAS, under the interlocal agreement, Tooele County will not receive any of the approved grant funds:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the interlocal agreement attached as Exhibit A is hereby approved, and that the Mayor is hereby authorized to sign the same.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ 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

Interlocal Agreement

THE STATE OF UTAH
COUNTY OF TOOELE

KNOW ALL BY THESE PRESENT

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF TOOELE, AND COUNTY OF TOOELE,**

2026 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this ____ day of _____, 2026, by and between The COUNTY of Tooele, acting by and through its governing body, the County Council, hereinafter referred to as COUNTY, and the CITY of Tooele, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Tooele County, State of Utah, witnesseth:

WHEREAS, this Agreement is made under the authority of Sections 11-13-101 U.C.A. et seq. and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the CITY agrees to provide the COUNTY \$ 0 from the JAG award for the Edward Byrne Program: and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to allocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of \$ 0 of JAG funds.

Section 2.

COUNTY agrees to use \$ 0 for the 2026 Edward Byrne Program until September 30, 2027.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by Utah Law.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by Utah Law.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 8.

The terms of this agreement shall be coterminous with the 2026 Edward Byrne Justice Assistance Grant (JAG) program and Tooele City.

CITY OF TOOELE

COUNTY OF TOOELE

Maresa T. Manzione, Mayor

James A. Welch, County Manager

ATTEST:

Shilo Baker, City Recorder

Deputy County Attorney

Approved as to Form:

Matthew C. Johnson, City Attorney

City Council Business Meeting Minutes

Date: March 18, 2026

Time: 7:00 p.m.

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

Council Members Present

Justin Brady

Ed Hansen

Jon Gossett

Melodi Gochis

Dave McCall

Staff Present:

Maresa Manzione, Mayor

Matthew Johnson, City Attorney

Kelley Anderson, Planning Commissioner

Chris Sloan, Planning Commissioner

Police Chief Adrian Day

Paul Hansen, City Engineer

Shannon Wimmer, Finance Director

Shilo Baker, City Recorder

Loretta Herron, Deputy City Recorder

Minutes Prepared by Teresa Young

1. America 250 Tribute and Pledge of Allegiance

Presented by Tooele High School JLTC

Chairman Brady opened the meeting at 7:01 p.m.

Lieutenant Colonel Anderson introduced himself as the JROTC instructor serving all four high schools in the district. He explained that the program is a military science elective available to students throughout all four years of high school. Participation provides students with the opportunity to enlist in any branch of the military at an advanced rank (E-2 or E-3), offering increased pay and service time benefits. He noted that he has successfully helped students enlist in branches such as the National Guard, Marine Corps, and Navy, and expressed appreciation for the opportunity to be involved.

The Tooele High School JLTC (Junior Leadership Training Corps) led the Flag Ceremony and Pledge of Allegiance.

2. Roll Call

Jon Gossett, Present

Melodi Gochis, Present

Ed Hansen, Present

Dave McCall, Present

Justin Brady, Present

3. **Public Comment Period**

Chairman Brady opened the public comment period at 7:05 p.m. Seeing no members of the public coming forward, Chairman Brady closed the public comment period at 7:05 p.m.

Ms. Baker, City Recorder, advised that an emailed public comment had been received.

The Chairman reopened the public comment period and read into the record an email from Tina and Jeff Simonich, dated March 4, 2026, requesting a review of the seasonal schedule for pickleball net maintenance. The Simonichs expressed a desire to extend access to the courts, noting that neighboring communities maintain pickleball nets year-round or for longer seasons. They suggested that the nets remain accessible even when restrooms are closed, similar to other local amenities, such as the city skate park, which remains open during winter months without restroom access. They also noted a growing demand for dedicated pickleball courts on the south end of town to better serve the increasing population.

Chairman Brady closed the public comment period at 7:07 p.m.

4. **Resolution 2026-15 A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule Regarding Animal Shelter Fees and Police Department Record Fees**

Presented by Adrian Day, Police Chief

Chief Day outlined the launch of a small Trap-Neuter-Return (TNR) program in partnership with an off-site provider, giving the City access to affordable veterinary services for sterilization and vaccinations. As part of this, a new rabies vaccination fee is proposed to ensure compliance with state law prior to adoption or release of animals. Additional changes include reducing the animal carcass disposal fee from \$100 to \$50 for dogs, cats, and small animals (excluding livestock), reinstating a \$100 dog surrender fee under certain circumstances, and adding a \$30 surrender fee for cats.

Chief Day advised that for police records, he is proposing separating police record fees from general City records due to the significantly higher volume and sensitivity of requests. The Police Department processes thousands of requests annually, many requiring redaction and compliance with state systems and expungement requirements. He also noted that victims of crimes are typically not charged for reports. As part of the update, an increase in accident and police report fees from \$5 to \$10 was proposed, supported by comparisons to similar agencies.

The Council discussion included clarification on animal disposal procedures and fee applicability for small animals.

Motion: Councilman Hansen moved to approve Resolution 2026-15 A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule Regarding Animal Shelter Fees and Police Department Record Fees. Councilman McCall 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.

5. **Ordinance 2026-05 An Ordinance of Tooele City Enacting a Temporary Land Use Regulation Amending Tooele City Code Section 7-26-3 Regarding Water Rights Exactions**

Presented by Paul Hansen, City Engineer

Mr. Hansen explained that since August 1998, Tooele City has required water rights exactions for all new developments, a policy that has been in place for nearly 28 years. With development increasing and water resources becoming more challenging to secure, minor language updates are proposed to the ordinance to better protect the city's interests. These changes do not alter exaction amounts or requirements, but they give the city the ability to evaluate proposed water rights for conveyance and, at its discretion, refuse, modify, or place conditions on them. The ordinance also allows the city to reject water rights not associated with a developed or identifiable water source and to more thoroughly assess water source sufficiency and quality. Mr. Hansen noted that the east side of Tooele Valley has been over-appropriated by the state engineer, and while the city is currently developing resources, including a new well near Rogers Road, the ordinance ensures that future water rights are valid and usable. The measure is a temporary land use ordinance, intended to begin immediately upon approval, and it will also be reviewed by the Planning Commission for a formal recommendation back to the Council. The purpose is solely to protect the interests of the city and its residents without being punitive or restrictive.

Motion: Councilwoman Gochis moved to approve Ordinance 2026-05 An Ordinance of Tooele City Enacting a Temporary Land Use Regulation Amending Tooele City Code Section 7-26-3 Regarding Water Rights Exactions. 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". The motion passed 5-0.

6. **Ordinance 2026-06 An Ordinance of Tooele City Amending Tooele City Code Section 6-7-4 Regarding the Imposition and Collection of Fees for Impounded Animals**

Presented by Matt Johnson, City Attorney

Mr. Johnson explained that the proposed amendment addresses a problem in the city code regarding fees and costs associated with impounded animals. The previous code allowed unpaid fees to be collected through civil action or added to the owner's tax or utility bill, which could be misinterpreted as punitive. The amendment updates the language to more accurately reflect the city's actual collection practices. It also adds clear provisions for notifying owners of the amount owed and the timeline for payment. Specifically, owners are notified either in person or by mail to their last known address, and they have 30 days to pay before the city may initiate collection through Finance, the City Attorney's office, or other appropriate methods. The changes clarify procedures without altering the city's collection authority.

Motion: Councilman Gossett Ordinance 2026-06 An Ordinance of Tooele City Amending Tooele City Code Section 6-7-4 Regarding the Imposition and Collection of Fees for Impounded Animals. Councilman Hansen 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.

7. **Invoices & Purchase Orders**

Presented by Shilo Baker, City Recorder

Ms. Baker noted one invoice in the packet for the annual renewal of the iWorq software, which supports planning, zoning, and business licensing management, including online payment processing for permits and licenses. The renewal cost is \$30,000.

Motion: Councilwoman Gochis moved to approve invoice and purchase orders as presented.

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.

8. Minutes

- ~March 4, 2026 Work Meeting Minutes
- ~March 4, 2026 Business Meeting Minutes

There were no corrections to the minutes.

Motion: Councilman McCall moved to approve the March 4, 2026 Work Meeting Minutes and the March 4, 2026 Business Meeting Minutes. Council Hansen 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.

9. Adjourn

Chairman Brady adjourned the meeting at 7:22 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 April, 2026

Justin Brady, City Council Chair