
PUBLIC NOTICE

Notice is hereby given that the Tooele City Council will meet in a Business Meeting on Wednesday, April 15, 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. **America250 Tribute – Rocky Mountain Power Foundation Presentation**
4. **Public Comment Period**
5. **Quarterly Economic Development Update**
Presented by John Perez, Economic Development Director
6. **Ordinance 2026-09** An Ordinance of the Tooele City Council Amending Tooele City Code Section 6-5b-6 Regarding Potentially Dangerous and Dangerous Dogs and Cats
Presented by Matthew Johnson, City Attorney
7. **Resolution 2026-21** A Resolution of the Tooele City Council Approving an Agreement with J-U-B Engineers for Professional Engineering and Environmental Services for the Tooele City Wells Project
Presented by Nathan Farrer, Public Works Director
8. **Resolution 2026-22** A Resolution of the Tooele City Council Approving an Agreement with Newman Construction, LLC, for the 200 West Waterline Replacement Project
Presented by Nathan Farrer, Public Works Director
9. **Resolution 2026-23** A Resolution of the Tooele City Council Approving an Agreement with Johnson Controls, Inc., for Heating and Air Conditioning Control and Upgrades at Tooele City Library, to Include IVU System
Presented by Darwin Cook, Parks & Recreation Director

10. Invoices & Purchase Orders

Presented by Shilo Baker, City Recorder

11. Minutes

~April 1, 2026 Work Meeting

~April 1, 2026 Business Meeting

12. 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.

1. BUSINESS ATTRACTION

To successfully attract targeted industries, Tooele City should implement proactive strategies that combine site readiness, targeted marketing, partnerships, and incentive tools. The following actions support attraction of key sectors including manufacturing, biosciences, aerospace and defense, outdoor recreation manufacturing, financial services, healthcare, and large-scale retail and restaurants.

1. Develop and Market Industry-Ready Sites

Identify, zone, and prepare priority industrial and commercial sites suitable for targeted industries.

Invest in infrastructure readiness including utilities, roads, broadband, and freight access.

Create site profiles and marketing materials highlighting available land, buildings, and development opportunities.

2. Targeted Industry Marketing and Outreach

Develop marketing campaigns focused on the City's competitive advantages such as available land, workforce potential, proximity to the Wasatch Front, and lower operating costs.

Conduct targeted outreach to companies within priority sectors, including site selectors and industry networks.

Promote Tooele City through trade shows, industry events, and digital marketing.

3. Strengthen Regional and State Partnerships

Coordinate recruitment efforts with state and regional economic development organizations to attract large employers and investment.

Collaborate with county and regional partners to promote the broader Tooele Valley as a business destination.

Leverage state incentives, workforce programs, and business recruitment initiatives.

4. Support Workforce Development for Target Industries

Work with education and training institutions to align workforce training programs with targeted industries such as advanced manufacturing, aerospace, biosciences, healthcare, and finance.

Promote apprenticeship programs, technical training, and employer partnerships that support industry needs.

5. Utilize Strategic Incentives and Development Tools

Establish clear policies for incentives such as tax increment financing, fee reductions, expedited permitting, or infrastructure participation to attract high-quality employers.
1. Prioritize incentives for companies that create high-wage jobs, diversify the economy, and invest in long-term
incentives.
6. Support Commercial Growth for Retail and Restaurants
Identify and promote priority commercial corridors and retail development sites.
Recruit anchor retailers and restaurants that can catalyze additional commercial investment.
Use market data and retail leakage analysis to attract businesses that meet unmet consumer demand.
7. Promote Industry Clusters and Supply Chains
Encourage businesses that support existing regional industries such as aerospace, defense, and manufacturing supply
chains.
Position Tooele City as a cost-effective location for suppliers and supporting industries to major wasatch front
companies.
8. Enhance Business-Friendly Development Processes
Maintain predictable permitting timelines and transparent development processes.
Provide a single point of contact for prospective companies to assist with site selection, approvals, and connections to local resources.
Together, these strategies will position Tooele City to attract high-quality employers, strengthen priority industries, expand the tax base, and create long-term economic opportunities for residents.
2. BUSINESS RETENTION & EXPANSION
1. Site Visits
Conduct quarterly market analysis to gauge areas of potential outreach, whether existing business owners, property owners, or property managers.
Coordinate monthly meetings with Economic Development Director and a rotating member of the city council to select businesses, property owners, or property managers within the city to visit and discuss current state of business and a business's future plans.
2. Market Data Analysis
Coordinate quarterly reviews of vacancy rates from CoStar

Conduct quarterly review of sales tax reports to analyze overall sales tax for point of sale locations.
Analyze data through Placer.ai to notice and report to businesses on overall consumer trends.
3. Strategic Partnerships
Continue strategic collaboration with EDCUtah and Governor’s Office of Economic Development.
Identify potential partnerships between Tooele Technical College and Utah State University.
Tooele City to continue partnership with Tooele County including the garnering County support for large projects as well as being a steward of the County’s small business growth efforts.
3. MARKETING
Develop a Clear Economic Development Brand
Create a consistent brand and messaging that communicates Tooele City’s strengths, including affordability, available land, access to the Wasatch Front, and quality of life.
Develop a unified visual identity and messaging framework for economic development marketing materials.
2. Enhance the Economic Development Website and Digital Presence
investors.
guidelines.
Ensure the website is easy to navigate and regularly updated with available opportunities.
3. Create Professional Marketing Materials
Develop brochures, fact sheets, and digital materials that highlight Tooele City’s assets and targeted industries.
Prepare industry-specific marketing packages for sectors such as manufacturing, aerospace and defense, biosciences, and outdoor recreation manufacturing.
Produce site profiles for key development sites.
4. Promote Available Sites and Development Opportunities
List commercial and industrial properties on regional and state economic development platforms.
Highlight shovel-ready sites, redevelopment opportunities, and priority commercial corridors.

5. Conduct Targeted Business Outreach
Build relationships with site selectors, developers, and industry leaders.
Participate in industry conferences, trade shows, and regional economic development events.
Conduct direct outreach to companies that align with the City's targeted industries.
6. Leverage Regional and State Partnerships
Collaborate with county, regional, and state economic development organizations to promote Tooele City to national and international investors.
Participate in joint marketing campaigns and recruitment efforts.
7. Use Data to Demonstrate Market Opportunities
Share demographic, workforce, and market data that demonstrates Tooele City's potential for business growth.
Utilize retail leakage and industry cluster data to attract retail, services, and targeted industries.
8. Highlight Quality of Life and Community Assets
Promote the City's quality of life, outdoor recreation opportunities, housing affordability, and family-friendly environment as part of business attraction efforts.
Emphasize community amenities that support workforce recruitment and retention.
9. Share Success Stories and Local Business Growth
Publicize new investments, business expansions, and development milestones through press releases, social media, and newsletters.
Showcase successful local businesses and entrepreneurs to reinforce Tooele City's business-friendly reputation.
10. Maintain Ongoing Communication with Stakeholders
Provide regular updates to businesses, developers, and community stakeholders about economic development initiatives and opportunities.
Use newsletters, social media, and community events to maintain visibility and engagement.
4. STRATEGIC PARTNERSHIPS

1. Strengthen Collaboration with Regional and State Economic Development Organizations

Coordinate business attraction and retention efforts with county, regional, and state economic development partners.

Participate in regional marketing initiatives and recruitment opportunities that promote Tooele City to national and international businesses.

Work together to identify and pursue opportunities for large-scale employers and investment.

2. Partner with Workforce and Education Providers

Collaborate with local school districts, technical colleges, universities, and workforce training organizations to align education and training programs with the needs of targeted industries.

Support internship, apprenticeship, and career pathway programs that connect students with local employers.

Promote workforce development initiatives that prepare residents for jobs in manufacturing, healthcare, aerospace, biosciences, and other priority sectors.

3. Engage the Local Business Community

Build relationships with local business owners, industry leaders, and entrepreneurs to better understand business needs and opportunities for growth.

Partner with business associations, chambers of commerce, and industry groups to support networking, information sharing, and business advocacy.

4. Collaborate with Developers and Real Estate Professionals

Establish relationships with commercial and industrial developers, brokers, and site selectors to promote development opportunities in Tooele City.

Work with private-sector partners to identify market trends, available properties, and redevelopment opportunities.

5. Coordinate with Infrastructure and Utility Providers

Work closely with transportation agencies, utility providers, and broadband providers to ensure infrastructure investments support economic development priorities.

Collaborate on long-term planning to prepare key sites and corridors for future growth.

6. Pursue Grants and Funding Opportunities

Partner with regional organizations, educational institutions, and nonprofits to pursue state and federal funding opportunities that support infrastructure, workforce development, and economic development initiatives.

Coordinate grant applications that can help fund priority projects and strategic initiatives.

7. Support Healthcare and Community Service Partnerships

Collaborate with healthcare providers and community organizations to strengthen healthcare services and facilities that support residents and workforce needs.

Encourage partnerships that expand healthcare access and employment opportunities.

8. Maintain Ongoing Communication with Key Partners

Hold regular coordination meetings with regional partners and key stakeholders to share updates and align economic development strategies.

Establish clear points of contact and communication channels to improve collaboration and responsiveness.

Economic Development Strategic Plan





On the cover:
Deseret Peak Wilderness
Stansbury Mountains by
Oquirrh Mountain Range
Rocky Mountains, Utah.

Focus Area 1: Business Attraction

Business Attraction focuses on recruiting new companies and investment that align with Tooele City’s economic strengths, workforce, and long-term growth goals. This strategy promotes the city as a competitive location for business by highlighting available sites, transportation access, workforce availability, quality of life, and a supportive business environment. Targeted outreach, marketing, and partnerships with regional and state economic development organizations will help attract industries that diversify the economy, create quality jobs, and expand the local tax base. By focusing on industries that complement existing businesses and community priorities, Tooele City can encourage sustainable and balanced economic growth.

Targeted Industries:



Manufacturing



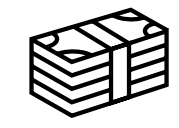
Biosciences



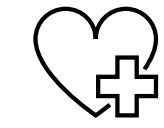
Aerospace & Defense



Outdoor Recreation



Financial Services



Healthcare



Large Scale Retail

Implementation Strategies:

- Develop market industry-ready sites
- Targeted industry marketing and outreach
- Strengthen regional and state partnerships
- Support workforce development for target industries
- Utilize bespoke incentives and development tools
- Support for commercial growth for retail and restaurants
- Promote industry clusters and supply chains
- Enhance business-friendly development processes

Our Vision

A desirable location for the prosperity of locals and businesses; a hospitable, small-town feel combined with a metropolis of industry of regional importance; a place where people live, work, learn, and govern together for the common good.

Our Mission

Advance economic opportunity and high quality of life for all.

This mission is supported by a strategic plan that emphasizes:

- **Diverse Economic Base:** Attracting high-wage jobs and broadening industry types to strengthen the local economy.
- **Collaborative Efforts:** Partnering with state and local organizations to promote business attraction and improve overall infrastructure that streamlines development.
- **High Quality of Life:** Investing in infrastructure and revitalizing areas like Downtown and Broadway to enhance community and tourism.

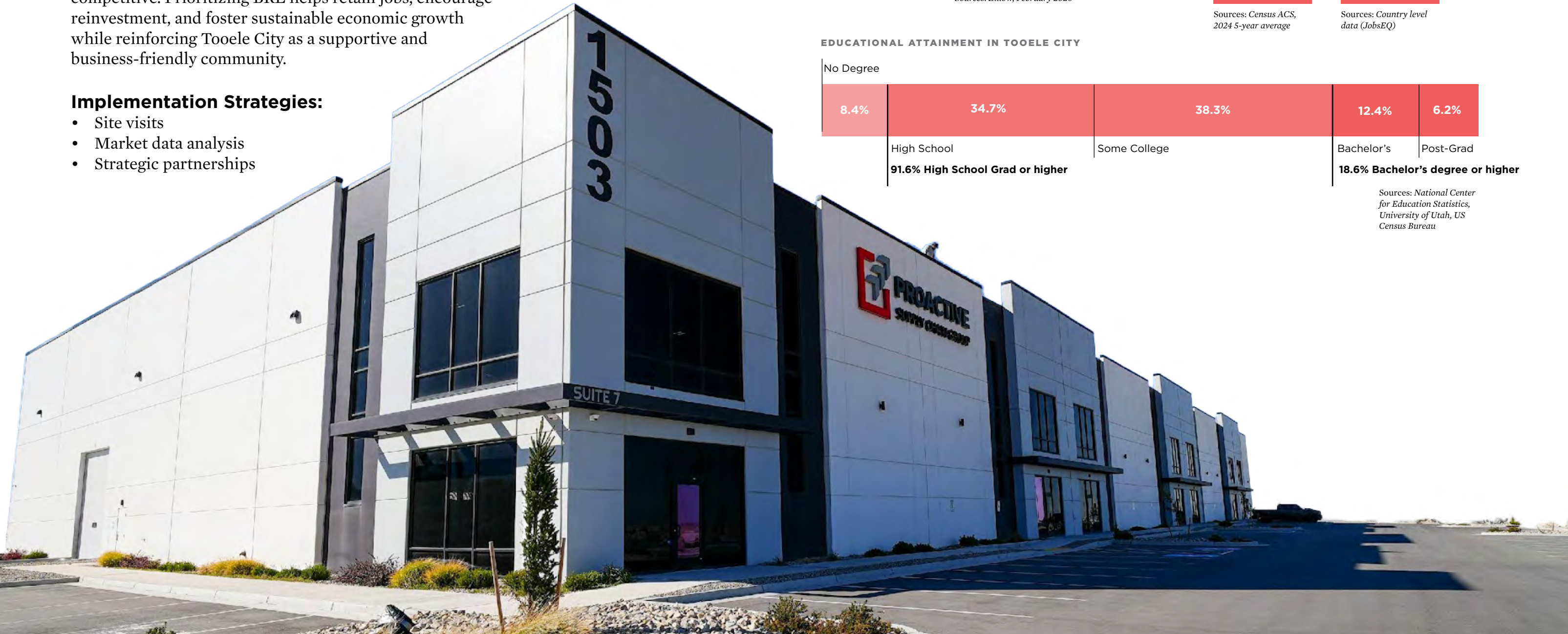
Strategic planning aims to provide a cooperative vision for mutual achievement and prosperity for the public and private sectors. Give leaders in the community a place to reflect strategically and come to an agreement on initiatives and solutions. Assemble a broad coalition comprising all associations, factions, and backgrounds.

Focus Area 2: Business Retention and Attraction (BRE) Program

Business Retention & Expansion (BRE) is a core strategy for strengthening Tooele City's economy by supporting the success and growth of existing businesses. The program focuses on building relationships with local employers, identifying operational challenges, and connecting businesses with resources, workforce support, infrastructure improvements, and financing opportunities. Through regular outreach, surveys, and direct engagement, the City can better understand business needs, address barriers to expansion, and help companies remain competitive. Prioritizing BRE helps retain jobs, encourage reinvestment, and foster sustainable economic growth while reinforcing Tooele City as a supportive and business-friendly community.

Implementation Strategies:

- Site visits
- Market data analysis
- Strategic partnerships



Data U.S. Census Quick Facts, July 2024

POPULATION

40,919

MEDIAN AGE

32.7

MEDIAN HOUSEHOLD INCOME

\$96,221

ANNUAL GROWTH RATE

3.10%

MEDIAN PROPERTY VALUE

\$431,787

Sources: Zillow, February 2026



LABORFORCE PARTICIPATION RATE

Tooele City
71.4%

Sources: Census ACS, 2024 5-year average



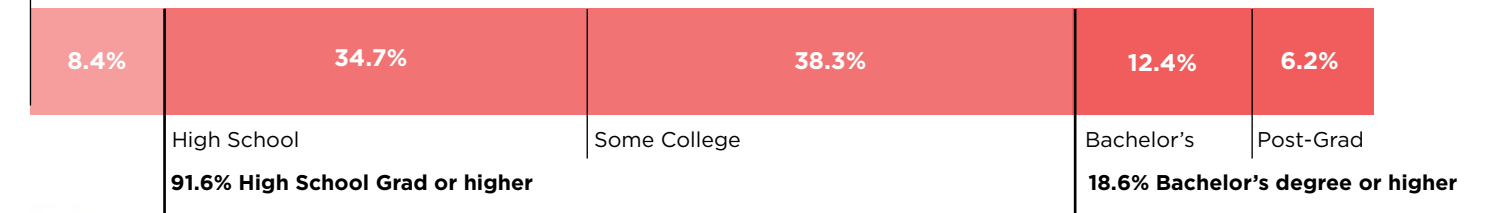
UNEMPLOYMENT RATE

Tooele City
3.7%

Sources: Country level data (JobsEQ)

EDUCATIONAL ATTAINMENT IN TOOELE CITY

No Degree



Sources: National Center for Education Statistics, University of Utah, US Census Bureau

Focus Area 3: Marketing

Marketing plays a key role in positioning Tooele City as a competitive and attractive location for businesses, investors, and visitors. A coordinated marketing strategy will promote the City's strengths, including available land, proximity to the Salt Lake metropolitan area, workforce potential, transportation access, and high quality of life. Through updated branding, targeted outreach, digital presence, and partnerships with regional and state organizations, Tooele City can increase visibility among site selectors, developers, and entrepreneurs. Effective marketing supports business attraction, encourages investment, and strengthens the City's reputation as a business-friendly community.

Implementation Strategies:

- Develop a clear economic development brand
- Enhance the economic development website and digital presence
- Create professional marketing materials
- Promote available sites and development opportunities
- Conduct targeted business outreach
- Use data to demonstrate market opportunities
- Highlight quality of life and community assets
- Share success stories and local business growth
- Maintain ongoing communication with stakeholders



Focus Area 4: Strategic Partnerships

Strategic partnerships are essential to advancing Tooele City's economic development goals. By collaborating with regional, state, educational, and private-sector partners, the City can leverage additional expertise, resources, and funding to support business growth and investment. Key partnerships may include Tooele County, EDCUtah, Governor's Office of Economic Opportunity, Enbridge, Rocky Mountain Power, Tooele County Chamber of Commerce, Utah State University-Tooele, and Tooele Technical College. In addition, the Economic Development Director will look to partner with workforce and education providers, industry associations, and local business groups. Coordinated efforts with these partners help strengthen workforce development, attract new industries, support existing businesses, and promote Tooele City as a competitive location for economic growth.



Implementation Strategies:

- Strengthen collaboration with regional and state economic development Organization
- Partner with workforce and education providers
- Engage the local business community
- Collaborate with developers and real estate professionals
- Coordinate with infrastructure and utility providers
- Pursue grants and funding opportunities
- Support healthcare and community service partnerships
- Maintain ongoing communication with key partners



Economic Development Strategic Plan
2026-2029

<https://www.tooelecity.gov>

Want to know more about doing business in Tooele City?



ECONOMIC DEVELOPMENT STRATEGIC PLAN 201 South Main Street, Suite 2300, Salt Lake City, UT 84111

1-800-574-UTAH (8824) | edcutah.org

TOOELE CITY CORPORATION

ORDINANCE 2026-09

AN ORDINANCE OF THE TOOELE CITY COUNCIL AMENDING TOOELE CITY CODE SECTION 6-5b-6 REGARDING POTENTIALLY DANGEROUS AND DANGEROUS DOGS AND CATS.

WHEREAS, Utah Constitution, Article XI, Section 5 directly confers upon Utah's charter cities, including Tooele City, "the authority to exercise all powers relating to municipal affairs, and to adopt and enforce within its limits, local police, sanitary and similar regulations not in conflict with the general law"; and,

WHEREAS, Utah Code Section 10-8-84 authorizes Tooele City to "pass all ordinances and rules, and make all regulations . . . as are necessary and proper to provide for the safety and preserve the health, and promote the prosperity, improve the morals, peace and good order, comfort, and convenience of the city and its inhabitants, and for the protection of property in the city"; and,

WHEREAS, Utah Code Section 10-8-65 authorizes Tooele City to regulate the keeping of dogs; and,

WHEREAS, Utah Code Title 18 governs dogs, including attacking dogs and owner responsibility for injuries and damages caused by dogs; and,

WHEREAS, Tooele City Code ("TCC") Title 6 regulates the keeping of animals in Tooele City, and Chapter 6-5b regulates aggressive animals; and,

WHEREAS, on January 15, 2025, City Council passed Ordinance 2025-02, amending several provisions of TCC Chapter 6-5b, including TCC §6-5b-6; and,

WHEREAS, upon subsequent review, TCC §6-5b-6 should be amended for clarity as shown in attached Exhibit A:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that Tooele City Code Section 6-5b-6 of the Tooele City Code is hereby amended as shown in Exhibit A.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

(If the mayor approves this ordinance, the City Council passes this ordinance with the Mayor's approval. If the Mayor disapproves this ordinance, the City Council passes the ordinance over the Mayor's disapproval by a super-majority vote (at least 4). If the Mayor neither approves nor disapproves of this ordinance by signature, this ordinance becomes effective without the Mayor's approval or disapproval. UCA 10-3-704(11).)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form:

Matthew C. Johnson, City Attorney

Exhibit A

Amendment to Tooele City Code Section 6-5b-6

6-5b-6. Potentially dangerous and dangerous dogs and cats - application for hearing.

(1) Upon written application of the Division or any other person alleging that a dog or cat is or is not dangerous or potentially dangerous, the Department hearing examiner shall conduct a hearing to determine whether an animal is a potentially dangerous or dangerous animal. The application must be filed with the Department within 30 days of impoundment of the animal by the Division or other Division determination that the animal is dangerous or potentially dangerous. The application shall state the legal and factual grounds supporting the application. The hearing examiner will not conduct a hearing on an application that does not state the legal and factual grounds supporting the application. The hearing shall be conducted in accordance with the procedures provided by Section 6-5b-7.

(2) A dog or cat shall be declared potentially dangerous if, unprovoked, it:

(a) has violated Section 6-5b-1, 6-5b-2, or 6-5b-3, to a degree other than that specified under subparagraph (3); **or,**

(b) has a known propensity to attack unprovoked, or to cause injury or otherwise to threaten the safety of humans or domesticated animals.

(3) A dog or cat shall be declared dangerous when the animal has done any of the following:

(a) killed a human being or inflicted injury on a human being that created or caused protracted physical pain, permanent disfigurement, or temporary or permanent impairment of any bodily member or organ;

(b) without provocation, killed a pet, livestock, farm animal, or other domesticated animal;

(c) bitten or endangered the safety of humans or domesticated animals after previously having been found to be potentially dangerous; or,

(d) done any of the acts listed in subparagraph (2) that would classify the animal as potentially dangerous, but after a hearing held pursuant to Section 6-5b-7, the hearing examiner reasonably believes that the animal poses an unreasonable risk of inflicting death or substantial bodily injury on a human being or domesticated animal.

(4) In making a determination whether a dog or cat is potentially dangerous or dangerous, the hearing examiner shall consider each of the following factors:

(a) any previous history of the animal attacking or biting a human being or domesticated animal;

(b) the nature and extent of injuries inflicted and the number and ages of victims involved;

(c) the location where the attack took place;

(d) the presence or absence of any provocation or other circumstance that would justify or explain the bite or attack;

(e) the extent to which property has been damaged or destroyed;

(f) whether the animal exhibits any characteristics of being trained for fighting or attacking, and any evidence to show such training;

(g) whether the animal exhibits characteristics of

aggressive or unpredictable temperament or behavior in the presence of human beings or domesticated animals;

(h) whether the animal can be effectively trained or retrained to change its temperament or behavior;

(i) the manner in which the animal has been kept by its owner or custodian;

(j) the owner's or custodian's past and future ability and willingness to train and control the animal;

(k) any other relevant information or evidence regarding the ability of the owner or custodian, or the Division, to protect the public safety in the future if the animal is permitted to remain in the city.

(5) If the hearing examiner determines that the dog or cat is potentially dangerous, and if the owner or custodian is able and willing to properly train, handle, and maintain the animal, the hearing examiner may impose reasonable terms, conditions, and restrictions upon the owner's or custodian's continued possession of the animal and the training, handling, and maintenance of the animal to protect the public health, safety, and welfare.

(6) If the hearing examiner determines that the dog or cat is dangerous, the Division shall order the shelter supervisor to humanely destroy the animal.

(7) Unless otherwise precluded by order of a court of competent jurisdiction, the shelter supervisor shall authorize the destruction of the dog or cat 5 business days after a final determination either by the Chief of Police (or designee), or by the Administrative Hearing Officer under Chapter 1-28, that the animal is dangerous.

(8) Any dog or cat that is determined to be potentially dangerous by the hearing examiner shall be permanently identified as such by the Division by the use of photographs or permanent marking, or both, prior to the animal's release from impound or confinement.

(9) Any dog or cat that is determined to be potentially dangerous, or that is determined to not be dangerous or potentially dangerous, shall be presumed abandoned if the animal is not redeemed from impound within 5 business days of notice of the determination, and may thereafter be humanely destroyed, adopted, or otherwise disposed of.

TOOELE CITY CORPORATION

RESOLUTION 2026-21

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH J-U-B ENGINEERS FOR PROFESSIONAL ENGINEERING AND ENVIRONMENTAL SERVICES FOR THE TOOELE CITY WELLS PROJECT.

WHEREAS, Tooele City owns and operates a number of culinary groundwater wells, the source of nearly all of the City's potable water; and,

WHEREAS, in order to continue providing an adequate culinary water supply within the City's corporate limits, the Administration is vigilant in exploring the development of additional groundwater and other culinary water sources, and desires to drill two test wells on public property; and,

WHEREAS, the City has commenced work on the 2025 Tooele City Wells Project (Project), which has included well design and development (test well drilling followed by production well development, assuming adequate water quality and quantity); and,

WHEREAS, the conditions for utilization of the federal grant include environmental services, which involve environmental data collections and resource reports, preparation of an Environmental Information Document (EID), maintenance of the administrative record, and necessary permitting; and,

WHEREAS, in February of 2025 and January of 2026, the City entered into agreements with J-U-B Engineers, Inc., for professional engineering services associated with earlier phases the Project (reference Resolutions 2025-06 and 2025-92); and,

WHEREAS, for the next phase of the City's well exploration and development program, the City Administration recommends entering into an agreement with J-U-B Engineers, Inc. ("JUB") as proposed in the attached Project Understanding and Scope Summary Letter (Exhibit A) for professional engineering and environmental services associated with the Project, in the amount of \$34,500; and,

WHEREAS, JUB has significant engineering design and construction management experience on City projects; and,

WHEREAS, the City Code requires all claims against the City over \$30,000 to be approved by the City Council; and,

WHEREAS, as a professional engineering services contract, the agreement does not require competitive bidding under Utah law; and,

WHEREAS, the City has complied with City procurement requirements:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOEELE CITY COUNCIL that the agreement with J-U-B Engineers, Inc., consistent with the proposal outlined in (Exhibit A), in the amount of \$34,500, for professional environmental services associated with the next phase of the 2025 Tooele City Wells Project, is hereby approved.

This Resolution is in the best interest of the health, safety, and general welfare of Tooele City and its residents and visitors, and shall become effective immediately 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

J-U-B Project Understanding and Scope Summary Letter



Project Understanding and Scope Summary Letter

Project: EPA CDS Grant Project – Environmental Assessment for New Well Drilling, Tooele, Utah

Prepared by: J-U-B Engineers, Inc.

Date: March 11, 2026

Nathan Farrer, Public Works Director
Tooele City Hall
90 North Main
Tooele City, UT 84074

Re: Environmental Assessment Scope of Work – EPA CDS Grant Project to Drill New Well, Tooele, Utah

Dear Nathan,

J-U-B Engineers, Inc. (J-U-B) appreciates the opportunity to assist Tooele City with environmental services for the EPA CDS Grant Project to drill a new municipal well near Tooele, Utah. This letter summarizes our understanding of the project, the proposed scope of services, schedule, and estimated cost for preparing the technical documentation to support an Environmental Assessment (EA) to be completed by the U.S. Environmental Protection Agency (EPA) in accordance with the National Environmental Policy Act (NEPA).

The work will include agency coordination and scoping, environmental data collection and resource reports, preparation of an Environmental Information Document (EID), maintenance of the administrative record, and permitting support associated with wetlands and waters of the U.S. A more detailed scope of work is provided under separate cover.

Project Understanding

Tooele City is proposing to construct and operate a new municipal well to improve the reliability and capacity of the City's drinking water system. The project will be funded in part through an EPA CDS Grant, and EPA will serve as the lead federal agency for NEPA compliance. J-U-B will prepare the environmental technical documentation needed to support EPA's Environmental Assessment.

The environmental scope anticipates:

- Focused coordination with local, state, and federal resource agencies.
- Targeted technical studies for biological resources, wetlands, and cultural resources.
- Preparation of an EID that EPA will rely upon to complete the EA.
- Limited public involvement (no formal public scoping meetings anticipated).

Scope of Work Summary

Task 120 – Data Collection and Resource Reports

Subtask 040 – Agency Coordination & Scoping

- Coordinate with local, state, and federal resource agencies with authority, jurisdiction, or expertise over resources relevant to the Proposed Project.
- Conduct coordination primarily via telephone, email, and letter to confirm data needs, procedures, and expectations.



- Support EPA's initiation of tribal and State Historic Preservation Office (SHPO) coordination and consultation under Section 106 of the National Historic Preservation Act and applicable Executive Orders.

Subtask 050 – Data Collection and Resource Reports

- **Biological Assessment**

- Request species lists and known species occurrences from appropriate state and federal agencies.

Conduct a site visit to assess habitat conditions and evaluate the potential presence of listed and sensitive species.

- Prepare a draft biological report describing species and habitats, summarizing agency data, and evaluating potential project effects; submit for agency review and respond to comments.

- **Wetlands Delineation**

- Perform a field survey and delineation of wetlands and other jurisdictional waters consistent with the U.S. Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual.

- Prepare a wetland delineation report and map documenting jurisdictional features.

- Coordinate with USACE to request a preliminary jurisdictional determination and coordinate with Tooele City and EPA on mitigation, if required.

- **Cultural Resource Survey**

- Manage a qualified cultural resources subcontractor to perform a survey within the Area of Potential Effect (APE).

- Review and comment on the cultural resources report and coordinate revisions.

- Forward the revised report to EPA and/or USACE for review and comment and support EPA in SHPO consultation.

Task 120 – Environmental Information Document (EID)

Subtask 060 – NEPA Analysis

- Meet with EPA and relevant regulatory agencies to confirm the appropriate level of NEPA documentation (anticipated EA) and roles and responsibilities.
- Conduct NEPA scoping to define the project purpose and need, the Proposed Project, and the alternatives to be analyzed (assumed one Action Alternative plus a No Action Alternative), as well as any cooperating agencies and public involvement requirements.

Subtask 080 – Prepare EID

- Compile all technical and resource information, including memorandums, correspondence, and agency coordination, into an Environmental Information Document consistent with EPA expectations.
- Prepare a draft EID for EPA review, then revise and finalize the EID based on comments.



Subtask 090 – Maintain Administrative Record

- Establish and maintain a complete administrative record of environmental documentation, including correspondence, meeting notes, technical reports, and supporting materials.
- Provide the administrative record to EPA after the environmental document is approved.

Task 120 – Permitting

Subtask 100 – Permitting

- Identify necessary permits and approvals for the Proposed Project (with emphasis on wetlands and waters of the U.S.).
- Request and attend a pre-application meeting with USACE to confirm the permitting pathway (Nationwide Permit vs. other coverage).
- Prepare and submit either a Pre-Construction Notification (PCN) or a Joint Permit Application, and respond to agency comments.
- Prepare a separate amendment to the scope and fee if USACE determines that additional permit coverage or mitigation beyond current assumptions is required.

Schedule and Deliverables

J-U-B anticipates completing the environmental reporting and EID within approximately six months of receiving Notice to Proceed, assuming timely review and response by agencies and Tooele City. Key deliverables include:

Task / Subtask	Major Deliverables	Expected Duration*
Task 120 / Subtasks 040, 050	Agency coordination summary; biological, wetland, and cultural resource reports	2-3 months
Task 120 / Subtasks 060, 080, 090	Draft and Final Environmental Information Document; administrative record	2 months
Task 120 / Subtask 100	Permit applications and coordination documentation	1 month

*Total anticipated duration: approximately 6 months from Notice to Proceed.

Estimated Budget

The estimated cost for the scope of work described above is summarized below. A more detailed breakdown is available upon request.



THE
LANGDON
GROUP




J-U-B ENGINEERS, INC.



GATEWAY
MAPPING
INC.

Task / Subtasks	Description	Cost Estimate
Task 120 / 040, 050	Data collection; resource reports; agency comments	\$16,590
Task 120 / 060, 080, 090	NEPA analysis support; EID preparation; administrative record	\$12,102
Task 120 / 100	Permit identification; pre-application meeting; applications	\$5,720
Total		\$34,412

 3/31/2026

If this scope and budget are acceptable, J-U-B will proceed with finalizing the agreement documents and initiating coordination with EPA and the relevant resource agencies upon Notice to Proceed. We appreciate the opportunity to continue supporting Tooele City and your water system improvement efforts.

Please feel free to contact us with any questions or if you would like to adjust the scope or level of effort.

Sincerely,

J-U-B Engineers, Inc.

Andrew Hobson, P.E.
Project Manager
385-290-9368
ahobson@jub.com

TOOELE CITY CORPORATION

RESOLUTION 2026-22

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH NEWMAN CONSTRUCTION, LLC, FOR THE 200 WEST WATERLINE REPLACEMENT PROJECT.

WHEREAS, Tooele City finds it necessary to replace a waterline in 200 West Street (“Project”); and,

WHEREAS, the City solicited bids for the Project in accordance with the notice and bidding procedures of UCA §11-39-101 et seq., and in accordance with the notice and bidding procedures of the Tooele City Purchasing Policies and Procedures; and,

WHEREAS, City Council approval is required for all agreements 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, Newman Construction, LLC, submitted a cost proposal of \$247,000, which is the lowest responsible responsive bid for the Project (see bid tabulation attached as Exhibit A); and,

WHEREAS, the City Administration requests an additional appropriation of \$12,350 (about 5%) as contingency for change orders for changed conditions which may arise during the Project, as reviewed and approved by the Mayor:

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

1. an agreement with Newman Construction, LLC, for the completion of the Project at a price of \$247,000, consistent with the terms outlined in Exhibit B, is hereby approved; and,
2. an additional \$12,350 contingency is hereby approved, which may be used for changed conditions as reviewed and approved by the Mayor.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form:

Matthew C. Johnson, Tooele City Attorney

EXHIBIT A

Bid Tabulation

2026 200 West Waterline Replacement Project
BID TABULATION
Bid Opening - April 7, 2026

Item No.	Description	Estimated Quantity	Unit	Newman Construction		RDJ Construction		McCormick & Sons		Broken Arrow	
				Unit Bid Price	Total	Unit Bid Price	Total	Unit Bid Price	Total	Unit Bid Price	Total
GENERAL											
1	Mobilization	1	L.S.	\$22,365.00	\$22,365.00	\$21,151.31	\$21,151.31	\$19,585.00	\$19,585.00	\$18,554.00	\$18,554.00
2	Pothole Existing Utilities	1	L.S.	\$2,800.00	\$2,800.00	\$3,186.17	\$3,186.17	\$3,000.00	\$3,000.00	\$4,691.00	\$4,691.00
ROADWAY											
3	Demolition and Disposal of Existing Roadway Asphalt and Base	8,100	S.F.	\$0.60	\$4,860.00	\$1.29	\$10,449.00	\$2.10	\$17,010.00	\$1.89	\$15,309.00
4	Demolition and Disposal of Existing 8" Thick Waterway and Subbase	75	S.F.	\$20.00	\$1,500.00	\$25.49	\$1,911.75	\$15.05	\$1,128.75	\$3.26	\$244.50
5	Furnish and Install New 4" Asphalt Pavement and 8" Base	8,100	S.F.	\$5.50	\$44,550.00	\$4.08	\$33,048.00	\$5.60	\$45,360.00	\$7.74	\$62,694.00
6	Furnish and Install 8" Concrete Waterway and Base	75	S.F.	\$40.00	\$3,000.00	\$70.71	\$5,303.25	\$90.00	\$6,750.00	\$37.87	\$2,840.25
7	Furnish and Install Concrete Collars for Water Valves	8	Each	\$555.00	\$4,440.00	\$757.58	\$6,060.64	\$550.00	\$4,400.00	\$715.00	\$5,720.00
8	Restore Pavement Crosswalk Striping	1	L.S.	\$1,235.00	\$1,235.00	\$1,515.15	\$1,515.15	\$2,500.00	\$2,500.00	\$770.00	\$770.00
WATER SYSTEM											
9	Furnish and Install 8" Diameter Culinary Waterline	800	L.F.	\$85.00	\$68,000.00	\$97.08	\$77,664.00	\$83.00	\$66,400.00	\$88.73	\$70,984.00
10	Furnish and Install 8" Diameter Gate Valve	6	Each	\$2,900.00	\$17,400.00	\$2,825.11	\$16,950.66	\$2,887.30	\$17,323.80	\$3,920.00	\$23,520.00
11	Furnish and Install 12" Diameter Gate Valve	2	Each	\$5,750.00	\$11,500.00	\$5,471.44	\$10,942.88	\$4,996.30	\$9,992.60	\$6,292.00	\$12,584.00
12	Remove and Replace Existing Culinary Water Service Laterals with New 1" Dia. Laterals, Complete	4	Each	\$2,550.00	\$10,200.00	\$2,686.29	\$10,745.16	\$1,823.74	\$7,294.96	\$2,434.00	\$9,736.00
13	Remove and Replace Existing Culinary Water Service Laterals with New 2" Dia. Lateral, Complete	1	L.S.	\$14,650.00	\$14,650.00	\$6,792.23	\$6,792.23	\$5,701.50	\$5,701.50	\$15,488.00	\$15,488.00
14	Furnish and Install 8" Diameter Connection to Existing Pipe	4	Each	\$2,150.00	\$8,600.00	\$4,328.44	\$17,313.76	\$5,277.18	\$21,108.72	\$2,513.00	\$10,052.00
15	Furnish and Install 12" Diameter Connection to Existing Pipe	2	Each	\$3,900.00	\$7,800.00	\$5,288.90	\$10,577.80	\$7,533.85	\$15,067.70	\$2,979.00	\$5,958.00
16	Abandon Existing Water Valves	4	Each	\$350.00	\$1,400.00	\$637.23	\$2,548.92	\$925.00	\$3,700.00	\$641.00	\$2,564.00
17	Remove and Replace Existing Fire Hydrant Assembly, Complete	2	Each	\$11,350.00	\$22,700.00	\$9,519.49	\$19,038.98	\$10,848.00	\$21,696.00	\$11,093.00	\$22,186.00
Bid Total				\$247,000.00		\$255,199.66		\$268,019.03		\$283,894.75	
Comments								Total cost for Bid item 7 adjusted in favor of unit price x quantity			

2025 700 South Waterline Replacement Project
BID TABULATION
Bid Opening - April 7, 2026

Item No.	Description	Estimated Quantity	Unit	One Shot, LLC		Stapp Construction		Unit Bid Price	Total	Unit Bid Price	Total
				Unit Bid Price	Total	Unit Bid Price	Total				
GENERAL											
1	Mobilization	1	L.S.	\$20,762.89	\$20,762.89	\$88,245.00	\$88,245.00		\$0.00		\$0.00
2	Pothole Existing Utilities	1	L.S.	\$5,393.09	\$5,393.09	\$4,630.00	\$4,630.00		\$0.00		\$0.00
ROADWAY											
3	Demolition and Disposal of Existing Roadway Asphalt and Base	8,100	S.F.	\$0.55	\$4,455.00	\$2.50	\$20,250.00		\$0.00		\$0.00
4	Demolition and Disposal of Existing 8" Thick Waterway and Subbase	75	S.F.	\$5.69	\$426.75	\$9.00	\$675.00		\$0.00		\$0.00
5	Furnish and Install New 4" Asphalt Pavement and 8" Base	8,100	S.F.	\$4.88	\$39,528.00	\$9.60	\$77,760.00		\$0.00		\$0.00
6	Furnish and Install 8" Concrete Waterway and Base	75	S.F.	\$21.53	\$1,614.75	\$18.50	\$1,387.50		\$0.00		\$0.00
7	Furnish and Install Concrete Collars for Water Valves	8	Each	\$569.84	\$4,558.72	\$964.00	\$7,712.00		\$0.00		\$0.00
8	Restore Pavement Crosswalk Striping	1	L.S.	\$2,379.70	\$2,379.70	\$5,025.00	\$5,025.00		\$0.00		\$0.00
WATER SYSTEM											
9	Furnish and Install 8" Diameter Culinary Waterline	800	L.F.	\$126.42	\$101,136.00	\$133.00	\$106,400.00		\$0.00		\$0.00
10	Furnish and Install 8" Diameter Gate Valve	6	Each	\$3,847.59	\$23,085.54	\$2,975.00	\$17,850.00		\$0.00		\$0.00
11	Furnish and Install 12" Diameter Gate Valve	2	Each	\$6,503.61	\$13,007.22	\$5,980.00	\$11,960.00		\$0.00		\$0.00
12	Remove and Replace Existing Culinary Water Service Laterals with New 1" Dia. Laterals, Complete	4	Each	\$4,153.12	\$16,612.48	\$5,940.00	\$23,760.00		\$0.00		\$0.00
13	Remove and Replace Existing Culinary Water Service Laterals with New 2" Dia. Lateral, Complete	1	L.S.	\$7,665.34	\$7,665.34	\$5,420.00	\$5,420.00		\$0.00		\$0.00
14	Furnish and Install 8" Diameter Connection to Existing Pipe	4	Each	\$1,889.30	\$7,557.20	\$2,065.00	\$8,260.00		\$0.00		\$0.00
15	Furnish and Install 12" Diameter Connection to Existing Pipe	2	Each	\$3,765.73	\$7,531.46	\$3,890.00	\$7,780.00		\$0.00		\$0.00
16	Abandon Existing Water Valves	4	Each	\$3,888.46	\$15,553.84	\$559.00	\$2,236.00		\$0.00		\$0.00
17	Remove and Replace Existing Fire Hydrant Assembly, Complete	2	Each	\$13,706.70	\$27,413.40	\$14,160.00	\$28,320.00		\$0.00		\$0.00
Bid Total				\$298,681.38		\$417,670.50		\$0.00		\$0.00	
Comments				Total cost for Bid item 5 adjusted in favor of unit price x quantity				Bid Total adjusted based upon Total Values			

EXHIBIT B

Newman Construction, LLC
Bid Details

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Newman Construction, Inc.
13331 South Redwood Road
Riverton, UT 84065

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
151 N. Franklin Street
Chicago, IL 60606

OWNER:

(Name, legal status and address)

Tooele City Corporation
90 North Main
Tooele, UT 84074

BOND AMOUNT:

Five Percent (5%) of amount bid

PROJECT:

(Name, location or address, and Project number, if any)
200 West Waterline Replacement Project (100 South to Vine Street)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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

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

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

Signed and sealed this 7th day of April, 2026

Newman Construction, Inc.

(Principal)

(Seal)

(Witness)



(Witness)

(Title)

Western Surety Company

(Surety)

(Title) David T. Smedley, Attorney-in-Fact



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assurance that changes will not be obscured.

Init.

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Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

David T Smedley, Michael R Vowles, Danise Worwood, Robyn B Jensen, Valarie Trujillo, Brett Palmer, Individually

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

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of January, 2026.



WESTERN SURETY COMPANY

A handwritten signature in cursive script that reads "Larry Kasten".

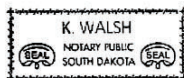
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 27th day of January, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

December 4, 2031



A handwritten signature in cursive script that reads "K. Walsh".

K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of April, 2026



WESTERN SURETY COMPANY

A handwritten signature in cursive script that reads "Paula Kolsrud".

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

DOCUMENT 00 41 00

BID

PART 1 GENERAL

1.1 BID PROPOSAL

- A. After having personally and carefully examined all conditions surrounding the Work and the Contract Documents, the undersigned proposes to furnish all labor, equipment, tools and machinery and to furnish and deliver all materials not specifically mentioned as being furnished by the OWNER, which is required in and about the construction of the Construction Contract known as

200 West Waterline Replacement Project
(100 West to Vine Street)

- B. The undersigned proposes to complete the Work for the price or prices listed in the Bid Schedule (Document 00 43 00) and understands that quantities for Unit Price Work are not guaranteed.
- C. The undersigned proposes to furnish bonds with the Contract, signed by a surety company satisfactory to the OWNER, in an amount equal to the Contract amount conditioned to insure compliance with all requirements of the Contract Documents.
- D. The undersigned encloses a certified check, cashier's check, cash, or a Bid Bond for _____ Dollars (\$) _____) which is (five (5) percent of the Bid amount) payable to the OWNER, as a guarantee of good faith, and which it is agreed will be forfeited to the OWNER as liquidated damages in the event of the failure of the undersigned to enter into a contract and furnish satisfactory bonds to the OWNER.
- E. The undersigned proposes to execute the attached contract within ten (10) days after the Notice of Intention to Award, and to begin work within ten (10) days after being notified to do so by the OWNER.
- F. If OWNER finds it necessary to further define the Work, Contract Price, Contract Time or some other portion of the Construction Contract, after Bid opening, the Bidder promises to execute an Agreement Supplement prior to or concurrent with the execution of the Agreement, if the Agreement Supplement is acceptable to the Bidder.
- G. It is understood that the OWNER has the right to reject this proposal or to accept it at the prices listed in the Bid Schedule.
- H. It is understood that the OWNER reserves the right to award all schedules of

the project to a single BIDDER, or to separate BIDDERS as in the best interest of the OWNER.

PART 2 EXECUTION

2.1 BIDDER

A. The Bidder is as follows

Name: Newman Construction

Address: 13331 S Redwood Road Riverton Utah 84065

Telephone number: 801-254-3524

Facsimile number: 801-254-6469

Tax identification number: 87-0505072

B. Bidder holds license number 268863-5501, issued on the 30 day of November, 2011, by the Utah State Department of Commerce, Division of Occupational and Professional Licensing. Bidder is licensed to practice as a Contractor With LRF Contractor. License renewal date is the 30th day of 2027.

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

(list Addenda numbers here)

2.2 BIDDER'S SUBSCRIPTION

A. Date: 4/7/2026

B. Bidder's Signature: 

C. Please print Bidder's name here: Spencer Mitchell

D. Title: Project Manager / Estimator

END OF DOCUMENT

**DOCUMENT 00 43 00
BID SCHEDULE**

PART 1 GENERAL

1.1 DOCUMENT INCLUDES

- A. Price schedules.
- B. Measurement and Payment provisions.

1.2 CONSTRUCTION CONTRACT

The Construction Contract is known as:

200 West Waterline Replacement
(100 South to Vine Street)

1.3 REFERENCES

- A. APWA Document 01 11 00: Payment Procedures.
- B. Document 00 52 00: Agreement.
- C. APWA Document 01 25 00: Product Options and Substitutions.

1.4 SCHEDULE TO BE ADDED TO THE AGREEMENT

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

PART 2 PRICE SCHEDULES

2.1 BID

Item No.	Description	Estimated Quantity	Unit	Unit Bid Price	Total
GENERAL					
1	Mobilization	1	L.S.	22,365	22,365
2	Pothole Existing Utilities	1	L.S.	2,800	2,800
DEMOLITION					
3	Demolition and Disposal of Existing Roadway Asphalt and Base	8,100	SF	.60	4,860
4	Demolition and Disposal of Existing 8" Thick Waterway and Subbase	75	SF	20	1,500

Item No.	Description	Estimated Quantity	Unit	Unit Bid Price	Total
ROADWAY					
5	Furnish and Install New 4" Asphalt Pavement and 8" Base	8,100	S.F.	\$5.50	44,550
6	Furnish and Install 8" Concrete Waterway and Base	75	S.F.	40	3,000
7	Furnish and Install Concrete Collars for Water Valves	8	Each	555	4,440
8	Restore Pavement Crosswalk Striping	1	L.S.	1,235	1,235
WATER SYSTEM					
9	Furnish and Install 8" Diameter Culinary Waterline	800	L.F.	\$85	68,000
10	Furnish and Install 8" Diameter Gate Valve	6	Each	2,900	17,400
11	Furnish and Install 12" Diameter Gate Valve	2	Each	5,750	11,500
12	Remove and Replace Existing Culinary Water Service Laterals with New 1" Dia. Laterals, Complete	4	Each	2,550	10,200
13	Remove and Replace Existing Culinary Water Service Laterals with New 2" Dia. Lateral, Complete	1	L.S.	14,650	14,650
14	Furnish and Install 8" Diameter Connection to Existing Pipe	4	Each	2,150	8,600
15	Furnish and Install 12" Diameter Connection to Existing Pipe	2	Each	3,900	7,800
16	Abandon Existing Water Valves	4	Each	350	1,400
17	Remove and Replace Existing Fire Hydrant Assembly, Complete	2	Each	11,350	22,700
Bid Total					247,000.00

PART 3 MEASUREMENT AND PAYMENT

3.1 GENERAL

- A. Units of measurement are listed above in the price schedule(s).
- B. Measurement and payment procedures are as shown below.
- C. ENGINEER will take all measurements and compute all quantities.
- D. CONTRACTOR will verify measurement and quantities.

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

3.2 Mobilization. Bid Item No. 1.

- A. GENERAL. This bid item is provided to cover the Contractor's cost for general and miscellaneous responsibilities and operations not normally attributed to any other single bid item, and shall also include preparation of the SWPP Plan and its implementation. This shall also include, but is not limited to, work described or enumerated in Section 01 71 13R, Mobilization and Demobilization, shall include all costs related to obtaining permits as required by law. The cost of permits issued by the City will be waived. The cost of all other permits shall be the responsibility of the Contractor.
- B. METHOD OF MEASUREMENT. Mobilization shall be measured as a percentage based on the percentage of the cost of work completed compared to the original contract amount.
- C. BASIS OF PAYMENT. Payment for "Mobilization" will be made as a percentage of the contract lump sum bid price. Payments will be made in accordance with the following schedule:
 1. When 10% of the original contract amount is earned, 25% of the amount bid for mobilization will be paid.
 2. When 25% of the original contract amount is earned, 50% of the amount bid for mobilization will be paid.
 3. When 50% of the original contract amount is earned, 75% of the amount bid for mobilization will be paid.
 4. When 75% of the original contract amount is earned, 100% of the amount bid for mobilization will be paid.

3.3 Pothole Existing Utilities. Bid Item No. 2

- A. METHOD OF MEASUREMENT. Pothole Existing Utilities shall not be measured.
- B. BASIS OF PAYMENT. Payment for Pothole Existing Utilities will be made at the contract lump sum bid price as listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, surveying, materials and all other incidentals and costs as required to identify the location, type and depth of all utility conflicts which lie within the proposed pipeline alignment.

3.4 Demolition and Disposal of Existing Roadway Asphalt and Base. Bid Item No. 3.

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

- B. BASIS OF PAYMENT. Payment for Demolition and Disposal of Existing Roadway Asphalt and Base will be made at the contract unit bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: sawcutting, removal and off-site disposal of existing asphalt and base to the minimum depth of the new subbase; and all other operations, incidentals and costs required to complete this item.

3.5 Demolition and Disposal of Existing 8" Thick Waterway and Subbase. Bid Item No. 4

- A. METHOD OF MEASUREMENT. Demolition and Disposal of Existing 8" Thick Waterway and Subbase shall be measured by the square foot.
- B. BASIS OF PAYMENT. Payment for Demolition and Disposal of Existing 8" Thick Waterway and Subbase will be made at the contract unit bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: sawcutting, removal and disposal of existing waterway and subbase to the minimum depth of the new subbase; and all other operations, incidentals and costs required to complete this item. *The quantity of waterway to be demolished and removed shall be measured and agreed upon by the ENGINEER prior to commencement of this work.*

3.6 Furnish and Install New 4" Asphalt Pavement and 8" Base. Bid Item No. 5

- A. METHOD OF MEASUREMENT. Furnish and Install New 4" Asphalt Pavement and 8" Base shall be measured by the square foot
- B. BASIS OF PAYMENT. Payment for Furnish and Install New 4" Asphalt Pavement and 8" Base will be made at the contract unit bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to; furnishing and installation of road base, tack coat and asphalt materials; compaction, materials testing, and all other operations, incidentals and costs required to complete this portion of the work.

3.7 Furnish and Install 8" Concrete Waterway and Base. Bid Item No. 6

- A. METHOD OF MEASUREMENT. Payment for Furnish and Install 8" Concrete Waterway and Base shall be measured by the square foot.
- B. BASIS OF PAYMENT. Payment for Furnish and Install 8" Concrete Waterway and Base will be made at the contract unit bid price and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: removal and disposal of excess excavated materials; furnishing and installation of new base and concrete materials; watering, compaction, grading, forming, finishing, protection, curing, materials testing; and all other operations, incidentals and costs required to complete this portion of the work.

3.8 Furnish and Install Concrete Collars for Water Valves. Bid Item No. 7

- A. METHOD OF MEASUREMENT. Furnish and Install Concrete Collars on Water Valves shall not be measured.
- B. BASIS OF PAYMENT. Payment for Furnish and Install Concrete Collars on Water Valves will be made at the contract unit bid price listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: removal and disposal of bituminous surface course and base materials; furnish and installation of fiber reinforced concrete materials; finishing, testing; and all other operations, incidentals and costs required to complete this portion of the work.

3.9 Restore Pavement Crosswalk Striping. Bid Item No. 8

- 1. METHOD OF MEASUREMENT. Measurement for Restore Pavement Crosswalk Striping shall not be measured.
- 2. BASIS OF PAYMENT. Payment for Restore Pavement Crosswalk Striping will be made at the contract lump sum bid price listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to: mobilization, permits and all other overhead costs; cleaning of the asphalt surface and preparation prior to paint application; traffic control; layout; furnishing and installation of all paint, templates and materials; and all other operations and materials required to complete this portion of the work as required herein and as shown on the drawings.

3.10 Furnish and Install 8" Diameter Culinary Waterline. Bid Items No. 9

- A. METHOD OF MEASUREMENT. Furnish and Install 8" Diameter Culinary Waterline shall be measured by the lineal foot along the center line of the pipe acceptably installed.
- B. BASIS OF PAYMENT. Payment for Furnish and Install 8" Diameter Culinary Waterline shall be paid for at the contract unit bid price as listed in the bidder's proposal. Payment shall be considered complete compensation for all labor, equipment, and materials, including but not limited to saw cutting, excavation, dewatering, shoring, furnishing and installing the pipe, and fittings; furnishing and installation of marking tape and tracer wire; furnishing and installation of the thrust blocks; furnish and installing of import pipe bedding, pipe zone and A1-a trench backfill material; backfilling, compaction, restoring all existing surface improvements, removal and disposal of excess excavated material, disinfection, cleaning, testing, traffic control, permits and all other operations, incidentals and costs required to complete this portion of the work.

The Contractor shall pothole all existing utilities prior to installation of the new culinary water pipe. Payment for potholing of all utilities, together with removal and replacement of the existing asphalt and waterway shall be paid separately under their respective Bid Item.

3.11 Furnish and Install Valves, Complete. Bid Items No. 10 and 11

- A. METHOD OF MEASUREMENT. Furnish and Install Valves, of the respective size and type, shall not be measured.

- B. BASIS OF PAYMENT. Payment for Furnish and Install Valves, Complete, shall be paid for at the contract unit bid price of the respective valve type and size, as listed in the bidder's proposal. Payment shall be considered complete compensation for all labor, equipment, and materials, including but not limited to saw cutting, excavation, dewatering, shoring, furnishing and installing the valve and fittings; furnishing and installation of marking tape and tracer wire; furnishing and installation of the thrust blocks; furnish and installing of import pipe bedding, pipe zone and A1-a trench backfill material; backfilling, compaction, restoring existing surface improvements; removal and disposal of excess excavated material, cleaning, testing, traffic control, and all other operations, incidentals and costs required to complete this portion of the work.

Payment for removal and replacement of the existing asphalt and waterway shall be paid separately under the respective Bid Item.

Payment for removal and replacement of the existing asphalt, curb & gutter and waterway shall be paid separately under the respective Bid Item.

3.12 Remove and Replace Existing Culinary Water Service Laterals with New 1" Dia. Laterals, Complete. Bid Item No. 12

- A. METHOD OF MEASUREMENT. Remove and Replace Existing Culinary Water Service Laterals with New 1" Dia. Laterals, Complete shall not be measured.

- B. BASIS OF PAYMENT. Payment for Remove and Replace Existing Culinary Water Service Laterals with New 1" Dia. Laterals, Complete will be made at the contract unit bid price as listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials necessary, including but not limited to saw cutting; removal and disposal of excess excavated materials, removal and disposal of the existing culinary water service lateral; furnishing and installing of the new service lateral, yoke, fittings, and meter can; connection to the existing private water lateral; furnish and installing of import pipe bedding, pipe zone and A1-a trench backfill material; backfilling, compaction, grading, testing, traffic control, restoring existing surface improvements; and all other operations, incidentals and costs required to complete this portion of the work.

Payment for removal and replacement of the existing asphalt and waterway shall be paid separately under the respective Bid Item.

3.15 Abandon Existing Water Valves. Bid Item No. 16

- A. METHOD OF Measurement. Abandon Existing Water Valves shall not be measured.
- B. BASIS OF PAYMENT. Payment for Abandon Existing Water Valves will be made at the contract unit bid price listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials including but not limited to: saw cutting, excavation, removal and off-site disposal of the existing concrete collar, valve box lid, and valve box extension; furnish and installation of sand or concrete to fill the remaining valve box void to the bottom of the proposed roadway subbase elevation; and all other operations, incidentals and costs required to complete this portion of the work.

Payment for removal and replacement of the existing asphalt and waterway shall be paid separately under the respective Bid Items.

3.16 Remove and Replace Existing Fire Hydrant Assembly, Complete. Bid Item No. 17

- A. METHOD OF MEASUREMENT. Remove and Replace Existing Fire Hydrant Assembly, Complete shall not be measured.
- B. BASIS OF PAYMENT. Payment for Remove and Replace Existing Fire Hydrant Assembly, Complete shall be made at the contract unit bid price listed in the bidder's proposal and shall be considered complete compensation for all labor, equipment, and materials, including but not limited to saw cutting, excavation and off-site disposal of all excavated materials, piping, valves, thrust blocks, hydrants, etc.; dewatering, shoring; furnish and installation of the new valve, hydrant, pipe, valve box and fittings (including megalug and concrete thrust block restraint), furnish and installing of import pipe bedding, pipe zone and A1-a trench backfill material, marking tape and tracer wire; compaction, disinfection, cleaning, testing, restoring existing surface, and all other operations, incidentals and costs required to complete this portion of the work. ***This item also includes the cost to remove and replace any curb and gutter, sidewalk, landscaping (as needed), and their full restoration at each location.***

Payment for removal and replacement of the existing asphalt shall be paid separately under the respective Bid Items.

3.17 Bidder's Subscription

The BIDDER acknowledges that:

1. The OWNER may elect to increase or decrease the estimated quantities of the base bid items indicated in the above table to reflect actual conditions encountered during pot holing of mainline utilities, installation of improvements, and based upon available budget; and,
2. Items noted as "As Approved by Engineer" are optional and will be awarded at the discretion of the ENGINEER and OWNER; and,

3. Unit quantities are estimates and will be field verified.

A. Date: 4/7/2026

B. Bidder's Signature: 

C. Please print Bidder's name here: Spencer Mitchell

D. Title: Project Manager / Estimator

END OF DOCUMENT

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DOCUMENT 00 43 36

PROPOSED SUBCONTRACTOR FORM

PART 1 GENERAL

1.1 BIDDER

A. Name: Spencer Mitchell

Address: 13331 S Redwood Road Riverton, Utah 84065

B. Telephone Number: 801-254-3524

C. Fax Number: 801-254-6469

1.2 CONSTRUCTION CONTRACT

A. The Construction Contract is known as

200 West Waterline Replacement Project
(100 South to Vine Street)

PART 2 REPORT

2.1 SUBCONTRACTOR AND SUPPLIER REPORT

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

of each subcontract (in excess of 2 percent of the Bid sum) are set forth as follows.

1. Name of Sub-Contractor: American Testing
Extent of Work: QC Testing

2. Name of Sub-Contractor: RoadSafe
Extent of Work: Traffic Control


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

PART 3 EXECUTION

3.1 EFFECTIVE DATE

- A. Bidder executes this Subcontractor and Supplier report and declares it to be a supplement to the Bid and in effect as of 4/7/2026, _____.

3.2 BIDDER'S SUBSCRIPTION

- A. Bidder's signature: 
- B. Please print Bidder's name here: Spencer Mitchell
- C. Title: Project Manager / Estimator

END OF DOCUMENT

DOCUMENT 00 43 37

WORK UNDER CONTRACT REPORT

PART 1 GENERAL

1.1 BIDDER

- A. Name: Newman Construction
- B. Address: 13331 S Redwood Road Riverton, Utah 84065
- C. Telephone number: 801-254-3524

1.2 CONSTRUCTION CONTRACT

- A. The Construction Contract is known as

200 West Waterline Replacement Project
(100 South to Vine Street)

PART 2 REPORT

2.1 STATUS OF WORK UNDER CONTRACT

- A. The completion and submission to OWNER of the following information by Bidder is required within 7 calendar days after ENGINEER's request per Article 3.1 of the Instructions to Bidders (Document 00 21 13). OWNER may declare Bidder non-responsive if this report is not submitted on time.
- B. The successful Bidder is required to notify OWNER in writing of any new contracts awarded before the execution of the Construction Contract.

Status of Work Under Contract:

Project Name: Magna Zone 3 Reservoir
Client: Magna Water District
Description: Secondary Waterline and Reservoir
Contact Name: Don Olsen
Contact Phone: _____
Contact Email: dolsen@epicengineering.com

Project Name: 4275 S Waterline
Client: Ogden City
Description: Waterline
Contact Name: Blake Wilcox
Contact Phone: 385-206-2766w
Contact Email: _____

Project Name: TBID 1130 W Waterline
Client: Taylorville Bennion Improvement District
Description: Waterline
Contact Name: Tammy North
Contact Phone: _____
Contact Email: 801-968-9081

Project Name: Orem Booster Pumpstation and Wellhouse 10
Client: Orem city
Description: Booster Pumpstation and Wellhouse with Roadway
Contact Name: Braden Vance
Contact Phone: 385-250-9043
Contact Email: _____

Project Name: 6000 W Roadway Project
Client: Herriman City
Description: Roadway and Utility Project
Contact Name: Nathan Cherpeski
Contact Phone: _____
Contact Email: _____


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

PART 3 EXECUTION

3.1 EFFECTIVE DATE

- A. Bidder executes this status report and declares it to be a supplement to the Bid and in effect as of 4th of April, 2026.

3.2 **BIDDER'S SUBSCRIPTION**

- A. Bidder's Signature: 
- B. Please print Bidder's name here: Spencer Mitchell
- C. Title: Project Manager / Estimator

END OF DOCUMENT

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DOCUMENT 00 43 38
BIDDER STATUS REPORT

PART 1 GENERAL

1.1 BIDDER

A. Name: Newman Construction

B. Address: 13331 S Redwood Road Riverton, Utah 84065

C. Telephone number: 801-254-3524

1.2 CONSTRUCTION CONTRACT

A. The Construction Contract is known as

200 West Waterline Replacement Project
(100 South to Vine Street)

PART 2 REPORT

2.1 BIDDER STATUS REPORT

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

1. Number of employees: 120

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

Independently owned and operated.

An affiliate of*

A subsidiary of*

A division of*

A business with gross revenue in excess of \$ 65,000,000

A business with gross revenue below \$ _____

* PARENT COMPANY:

Name: Newman Construction

Address: 13331 S Redwood Road Riverton, Utah 84065

Telephone Number: 801-254-3524


Facsimile Number: 801-254-6469

PART 3 EXECUTION

3.1 EFFECTIVE DATE

- A. Bidder executes this status report and declares it to be a supplement to the Bid and in effect as of April 7, 2026.

3.2 BIDDER'S SUBSCRIPTION

- A. Bidder's Signature: 
- B. Please print Bidder's name here: Spencer Mitchell
- C. Title: Project Manager / Estimator

END OF DOCUMENT

SECTION 00 45 37

EMPLOYMENT STATUS VERIFICATION AFFIDAVIT

STATE OF UTAH

COUNTY OF Salt Lake

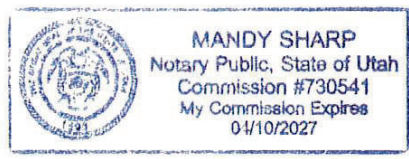
BEFORE ME, the undersigned authority, personally came and appeared, Spencer Mitchell, (Affiant) who after being duly sworn, deposed and said that he/she is the fully authorized Manager of Newman Construction (Entity), the party who submitted a bid to Tooele City Corporation for the **200 West Waterline Replacement Project** (100 South to Vine Street), state the following:

1. Entity is registered with, and participates in a status verification system to verify that all employees in the State of Utah are legal citizens of the United States, or are legal aliens in accordance with State and Federal Law; and,
2. Entity shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the State of Utah; and,
3. Entity shall require all subcontractors to submit to the Entity a sworn affidavit verifying compliance with statements (1) and (2), above.

Signature of Affiant: *Spencer Mitchell*

Sworn to and Subscribed Before Me on this 7 Day of April, 2026.

Mandy Sharp
NOTARY PUBLIC



END OF DOCUMENT

<p>STATE OF UTAH DEPARTMENT OF COMMERCE ACTIVE LICENSE</p> <p>Newman Construction, Inc. 13331 S 1700 W RIVERTON UT 84065</p> <p>EFFECTIVE 11/30/2011</p> <p>EXPIRATION 11/30/2027</p>	<p>REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)</p> <p>268863-5501 Contractor With LRF</p> <p>B100, E100</p> <p>DBAs:</p>
---	--

IMPORTANT LICENSURE REMINDERS:

- Your license is valid until the expiration date listed on this form.
- Please note the address listed below. This is your public address of record for the division, and all future correspondence from the division will be mailed to this address. If you move, it is your responsibility to notify us directly of the change. Maintaining your current address with us is the easiest way to ensure continuous licensure.
- This license has been issued to the business entity. Any change in the license’s original entity structure requires a new license (i.e. DBA to a Corporation, etc.). Please contact the division before you make such changes.

NEWMAN CONSTRUCTION, INC.
13331 S 1700 W
RIVERTON UT 84065

Please visit our web site at www.dopl.utah.gov should you have any questions in the future.

<p>STATE OF UTAH DEPARTMENT OF COMMERCE DIVISION OF PROFESSIONAL LICENSING ACTIVE LICENSE</p>			
EFFECTIVE DATE:	11/30/2011		
EXPIRATION DATE:	11/30/2027		
ISSUED TO:	Newman Construction, Inc.		
	13331 S 1700 W		
	RIVERTON UT 84065		
REFERENCE NUMBER(S), CLASSIFICATION(S) & DETAIL(S)			
268863-5501	Contractor With LRF	DBAs:	
B100, E100			

TOOELE CITY CORPORATION

RESOLUTION 2026-23

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH JOHNSON CONTROLS, INC., FOR HEATING AND AIR CONDITIONING CONTROL AND UPGRADES AT TOOELE CITY LIBRARY, TO INCLUDE IVU SYSTEM.

WHEREAS, Tooele City, through the Municipal Building Authority of Tooele City, Utah, owns and operates Tooele City Library; and,

WHEREAS, the Tooele City Library's heating and air conditioning controls have exceeded their useful life and must be upgraded to new equipment, to include an upgrade to an iVu System; and,

WHEREAS, Johnson Controls, Inc., is a State of Utah-approved contractor for HVAC equipment supply and installation pricing and, consistent with Tooele City procurement policy, the City has selected Johnson Controls, Inc., to supply and install the new equipment, for the cost of \$58,000 (see the agreement attached as Exhibit A); and,

WHEREAS, it is in the best interest of Tooele City to maintain its city facilities in good and safe working order:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL the City Council hereby approves an agreement (attached as Exhibit A) with Johnson Controls, Inc., in the amount of \$58,000, for the upgrade of the HVAC System at the Tooele City Library, to include an upgrade to an iVu System.

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:
Johnson Controls, Inc.



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and **Johnson Controls Inc. of 2255 Technology Pkwy, West valley City, UT 84119, a(n) Inc.** (hereinafter “Contractor”) enter into this Agreement on the 9 day of **April, 2026** (the “Effective Date”).

Now, therefore, in consideration of the promises contained in this Agreement, the City and the Contractor agree to the following:

1. Services (Scope of Work). The Contractor shall provide the following services to the City:
Tooele City Library 128 W Vine St Tooele, UT 84074.
1-1R1ZQK0C IVU UPGRADE
 - Retrofit vavs and AHU so it can be connected to the iVu System
 - Pull wire to every VAV box and AHU along with the new equipment
 - Replace existing zone thermostats with iVu connection thermostats
 - Get all equipment communicating with the iVu system.
 - Make sure the site is operating correctly
 - Make sure all points are pulled in and customer is satisfied with everything
 - Updates network and graphics to ensure system is displayed correctly
 - Contractor is responsible for site safety
 - Contractor is responsible for clean up after completion of project
2. Disclaimer of Right of Control. Contractor shall perform its duties competently. The City disclaims any right to control the Contractor’s performance of the Services.
3. Compensation.
 - a. Rate. The City shall pay the Contractor the sum of **\$58,000.00** for fully performing the Services, pursuant to invoice.
 - b. Total Cost Contract. This Agreement is a “Total Cost Contract.” The contract Rate includes all costs and expenses associated with the provision of the Services.
 - c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.
4. Term of Agreement. Contractor shall fully perform the Services by **June 30, 2026**.
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
 - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$1,000,000. Contractor shall name the City, its agents, officers, employees, and independent contractors as additional insureds for all liability arising from this Agreement. Contractor shall require that all of its subcontractors name the City, its agents, officers, employees, and independent contractors as additional insureds on endorsements issued under their respective liability insurance policies, for all liability arising from this Agreement.
 - b. Contractor Indemnification. Contractor shall indemnify, defend, and hold harmless the City, and its agents, officers, employees, and independent contractors, from and against all

lawsuits, claims, damages, losses, or expenses (including attorney's fees) arising out of or related to this Agreement.

- c. Contractor Workers' Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. In the alternative, assuming eligibility, Contractor may obtain a Workers' Compensation Coverage Waiver from the Utah Labor Commission. Contractor shall verify that all its subcontractors have purchased and do maintain workers compensation insurance for their employees or have obtained an exclusion, and shall indemnify the City against claims resulting from a failure to obtain and maintain the insurance.
- d. Performance and Payment Bonds. Contractor shall obtain performance and payment bonds in form amount sufficient to the City.
- e. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance, including all Contractor and subcontractor endorsements, workers compensation insurance or exclusion, and payment and performance bonds to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence required under this section.
- f. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.
- g. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.
- h. Governmental Immunity. The City is a governmental entity subject to the Utah Governmental Immunity Act ("Act"; U.C.A. Chapter 63G-7), and does not waive any procedural or substantive defense or benefit provided by the Act or by comparative legislative enactment, including UCA §63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by the City under this agreement are expressly limited to the amounts identified in the Act.

- 7. Business License. If required by Tooele City Code §5-1-1 et seq., Contractor shall obtain a Tooele City business license.
- 8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.
- 9. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated.

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

TOOELE CITY CORPORATION

CONTRACTOR

Maresa Manzione, Tooele City Mayor

Signature

Print Name/Title: _____

Attest:

Approved as to form: _____

Shilo Baker, Tooele City Recorder
SEAL

Matthew C. Johnson, Tooele City Attorney
(Revised 08/14/2025)



**TAH RETIREMENT SYSTEMS
POST-EMPLOYMENT/POST-RETIREMENT
RESTRICTIONS ACT CERTIFICATION & RELEASE**

Tooele City is a Utah Retirement System (URS) participating agency. As a participating agency, post-retirement employment/vendor/contractor rules apply. Post-retirement employment means returning to work either on our payroll or as a vendor/contractor for a URS participating employer following your retirement date with the Utah Retirement Systems. Different standards apply depending on whether you return to work within one year or after one year from your retirement date with URS.

You must separate from employment (including part-time and vendor/contractor arrangements) with any participating employer for one year following your retirement date with URS, unless eligible exclusions apply.

You are responsible for understanding post-retirement employment rules and ensuring there is no violation of such rules by providing services to Tooele City Corporation. **If you have any questions, call the URS office at 801-366-7770 or 800-695-4877 before you begin any work for or provide any services to Tooele City.**

CHECK APPLICABLE BOX:

- Contractor (a sole proprietor) certifies that he or she is NOT a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.
- Contractor (on behalf of a partnership, LLC, company, or corporation) certifies that NO officer or principal is a Utah State Retirement Systems (URS) retiree and acknowledges that should he/she retire from the URS system in the future, he/she assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and/or penalties that may occur at any time in the future.
- Contractor certifies that following contractor(s), officer(s) or principal(s) of the business ARE Utah State Retirement Systems (URS) retiree(s). Contractor further certifies that the URS office has been properly notified of post-retirement reemployment of such individuals. Contractor assumes all responsibility for compliance with post-retirement reemployment restrictions, notifications, and or/penalties that may occur at any time in the future if found to be in violation. URS Retirees:

Name: _____ Social Security Number: _____

Name: _____ Social Security Number: _____

[State law requires that the City, through Human Resources, provide such information to URS.]

As a condition of doing business with Tooele City, you hereby accept responsibility and waive all claims of joint liability against Tooele City for any violations of the URS post-retirement re-employment/vendor/contractor rules.

Contractor Signature

Date

City Council Work and RDA Meeting Minutes

Date: April 1, 2026

Time: 5:30 p.m.

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

Council Members Present

Justin Brady
Dave McCall
Ed Hansen
Melodi Gochis
Jon Gossett

Staff Present

Maresa Manzione, Mayor
Andrew Stagg, Assistant City Attorney
Nathan Farrer, Public Works Director
Darwin Cook, Public Works Director
Kelley Anderson, Planning Commissioner
Paul Hansen, City Engineer
Andrew Aagard, Community Development Director
Anna Anglin, City Planner
Chase Randall, City Library Director
Police Chief Adrian Day
Shilo Baker, City Recorder
Loretta Herron, Deputy City Recorder

Minutes Prepared by Teresa Young

1. **Open City Council Meeting**

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

2. **Roll Call**

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

3. **Mayor's Report**

Mayor Manzione reported that Utah has submitted a bid for a proposed Nuclear Innovation Center that could potentially be located in Tooele County on SITLA land near SR-62. The project is still in the early stages and has not been finalized. Utah is reportedly the only state to meet all bid criteria, and additional details will be shared as the process moves forward. The initiative is a federal priority with a potential timeline targeting 2029.

Mayor Manzione clarified that current work on Skyline is related to a gas line project, not installation of the anticipated traffic light. There are no new updates regarding the Skyline light at this time.

She advised that budget meetings have been completed with all department directors. Discussions focused on personnel, departmental needs, and some additional requests. Several significant community needs were identified, including capacity issues at the reclamation facility and support needs for fire and police services. Revenue projections are still pending before allocations are made, and new business growth may help increase revenues.

Mayor Manzione also shared two positive public comments received by the City. One resident expressed appreciation for the City addressing concerns about animals in shopping carts through the newsletter. Another complimented the Public Works Department for restoring a yard on Coleman after work around a water meter, noting the care taken by staff.

4. Council Members' Report

Councilman Gossett reported that he was unable to attend the nuclear-related meeting due to a scheduling conflict. He noted that he has been supporting newly opened local businesses by visiting them and showing support. He also shared that he met with a representative from the Ladies Community Club, who asked how the organization could assist the City in improving the community. Councilman Gossett brought the request forward for input from the Council and noted the club's long-standing positive contributions to the community.

Councilwoman Gochis reported that she had been out of town for two weeks and shared a personal highlight from visiting the Kennedy Space Center. She noted she watched the launch of Artemis II and shared a fun fact that Utah played a significant role in the mission. She explained that the twin solid rocket boosters were manufactured by Northrop Grumman in Utah, with rocket motors produced and tested at the Promontory facility. She highlighted the historic nature of the mission, noting it marks a major step toward returning to the moon for the first time since 1972. Councilwoman Gochis clarified that the information was shared as a fun and patriotic fact rather than part of official City business.

Councilman Hansen reported that he attended the Governor's event near Exit 62 regarding the proposed nuclear project. He noted the concept is exciting and appears safe but emphasized that the project is still in early stages and there is a long process ahead before any decisions are finalized. He also reported that the Planning Commission met the previous week. Items discussed during that meeting are included on the City Council agenda, and he stated that the Planning Commission approved those items and forwarded them to the Council for consideration.

Councilman McCall reported that he attended the Governor's event in the desert regarding the proposed nuclear project. He noted the large size of the proposed footprint and stated that the City will need to wait and see how the project develops. He also shared that he attended multiple ribbon cuttings since the last meeting, highlighting continued business activity in the community.

Chairman Brady reported that he has attended several ribbon cuttings and has also made an effort to support local businesses by visiting them afterward. He noted that he attended the Mayor's weekly staff meeting and recognized City staff for their work, highlighting productive discussions and efforts to address resident concerns. He also stated that he met with a developer regarding the Compass Point CSD, which is included as a discussion item on the meeting agenda, and had no additional details to report.

5. **Discussion Items**

a. **Discussion on Compass Point CSD (3100 N)**

Presented by Andrew Aagard, Community Development Director and Anna Anglin, City Planner

Mr. Aagard presented an application for a Commercial Special District (CSD) covering approximately 116 acres within the Compass Point area. The district would apply only to commercial property and not to adjacent residential development. The site is generally zoned General Commercial, and the proposal is being brought to the Council for direction after multiple review discussions between staff and the applicant.

Mr. Aagard explained that a CSD is a legislative zoning tool allowing a developer to create customized development standards, including permitted uses, setbacks, parking, landscaping, signage, and other design elements. While the CSD allows flexibility, developments would still be required to comply with building and fire codes and follow standard site plan and approval processes. The Council is not obligated to approve the proposal and may request revisions. Key elements of the proposal include reduced setbacks, a uniform parking ratio, landscaping standards, signage allowances, and the potential for taller buildings up to eight stories in a designated area, with increased setbacks near residential uses. The district would become the governing document for development, with city ordinances applying where the CSD is silent.

Ms. Anglin noted the property's location at the northern gateway to the city and emphasized the opportunity to create a cohesive, high-quality, master-planned commercial area. Suggestions included incorporating architectural standards, cohesive signage and lighting, buffers from major roads, landscaping strategies, and unique design features to enhance the city's entrance.

Council members asked questions regarding building height, fire department capacity, architectural standards, signage, and approval processes. Mr. Aagard clarified that taller buildings would be limited to a specific area, that fire officials had reviewed the proposal, and that developments would still require city review. Concerns were raised about the lack of architectural design standards and the desire for additional guidance to ensure quality and consistency.

The applicant explained that the proposed Commercial Special District (CSD) is intended to provide long-term certainty for development, as the project is expected to be built over approximately 10 years. By incorporating existing City standards into the CSD, the applicant aims to reduce entitlement risk and attract both large and small tenants, including potential big-box users that may not develop immediately after purchasing property. The goal is to create a premier commercial area in the community while maintaining flexibility for future development.

The applicant stated that they plan to develop and hold most of the property long term, which incentivizes them to ensure the project is visually appealing and well-designed, particularly as a gateway to surrounding residential areas. They noted plans to enhance landscaping, especially along SR-36 and at key entrances, including additional trees and improved design elements. They also expressed willingness to revise landscaping language and standards to meet City Council expectations.

Regarding building height, the applicant acknowledged concerns about the proposed eight-story limit and explained the intent is to attract uses such as educational or medical facilities. They indicated

willingness to restrict taller buildings to specific uses and anticipated that only one or two such buildings would likely be constructed, with setbacks helping mitigate impacts on nearby development.

The applicant also discussed flexibility for public amenities, such as gathering spaces, which could reduce required landscaping if implemented. They clarified fencing requirements, noting that buffers would be provided where commercial and residential uses adjoin, and that setbacks and layout considerations would help reduce impacts on nearby housing.

Overall, the applicant expressed openness to incorporating City Council's feedback and adjusting to ensure the development meets community expectations while maintaining flexibility to attract long-term investment.

b. Discussion on 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

Mr. Farrer reported on progress and cost adjustments related to the Rogers Road well project. A change order was requested to install additional casing to secure the first 300 feet of the well and prevent potential collapse, which could otherwise require capping the well and drilling a new one at significant expense.

He explained that previous change orders have exhausted the project contingency, and staff are requesting approval to rebuild the contingency fund to address any unforeseen costs. This would include optional line items for additional well development work to remove drilling mud, bringing the proposed contingency amount to approximately \$223,500. Staff noted this would avoid returning later for additional funding if the work becomes necessary.

The change order also increases the planned well depth from approximately 1,110 feet to about 1,320 feet to improve the likelihood of accessing additional water. Mr. Farrer reported that drilling encountered hard rock and calcite, which slowed progress, but crews have since advanced to about 600 feet and are making improved progress.

6. Closed Meeting

~ Litigation, Property Acquisition, and/or Personnel

Chairman Brady stated there was a need for a Closed Meeting to discuss property acquisition.

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

The public meeting recessed at 6:25 p.m. The Council reconvened for the Closed Meeting in the Large Conference Room.

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

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

Also, in attendance: Mayor Maresa Manzione; Shilo Baker, City Recorder; Adrian Day, Police Chief; Andrew Aagard, Community Development Director; Paul Hansen, Contract City Engineer; Nathan Farrer, Public Works Director; Darwin Cook, Parks & Recreation Director; and Andrew Stagg, Assistant City Attorney.

7. **Adjourn**

Upon conclusion of the Closed Meeting, Chairman Brady adjourned the meeting at 6:44 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

DRAFT

City Council Business Meeting Minutes

Date: April 1, 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

Andrew Stagg, Assistant City Attorney

Nathan Farrer, Public Works Director

Darwin Cook, Public Works Director

Kelley Anderson, Planning Commissioner

Paul Hansen, City Engineer

Andrew Aagard, Community Development Director

Chase Randall, City Library Director

Police Chief Adrian Day

Shilo Baker, City Recorder

Loretta Herron, Deputy City Recorder

Minutes Prepared by Teresa Young

1. Pledge of Allegiance

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

2. Roll Call

Jon Gossett, Present

Melodi Gochis, Present

Ed Hansen, Present

Dave McCall, Present

Justin Brady, Present

3. Mayor's Youth Recognition Awards

Mayor Manzione expressed excitement over the full house, noting the strong support for the event, and welcomed everyone as they recognized three recipients of the Mayor's Youth Recognition Award.

Mayor Manzione recognized Meisha Cragun, a senior at Stansbury High School, as one of the recipients of the Mayor's Youth Recognition Award. Nominated by a school staff member, Meisha was commended for her caring nature, leadership, and dedication to serving others.

She is actively involved in yearbook, serves as president of the schoolbook club, and participates in the Key Club, contributing to school and community service projects. Misha also assists with youth presentations through her local martial arts group. Mayor Manzione highlighted her positive impact on others and congratulated her on her achievements.

Mayor Manzione next recognized Liliana Cruz Monosso, nominated by Mrs. Juliana Hoskins of St. Marguerite Catholic School, she is recognized for her outstanding citizenship, strong character, and commitment to helping others. She consistently demonstrates kindness and thoughtfulness, supports classmates in need, and uplifts both peers and teachers. Her quiet leadership and dedication embody the spirit of the Mayor's Youth Recognition Award.

Lastly, Mayor Manzione recognized Wesley Jimenez, nominated by Bethany Child of St. Marguerite Catholic School, he was recognized for his hard work, leadership, and dedication to serving others. He recently represented his school at the Diocesan Science and Engineering Fair and advanced to the Utah Science and Engineering Fair. Wesley consistently helps others, whether through safety patrol, serving at the altar, assisting younger students, or volunteering in other ways, making him a positive role model and a valued member of his school community.

Mayor Manzione stated that the city takes pride in recognizing the youth of our community for their acts of kindness and leadership, which help make our community exceptional. To honor their achievements, the award recipients will join the council in the rotunda for a group photo, which will be shared with the local newspaper and on social media. Parents are also welcome to take their own photos.

The meeting paused briefly to allow for photos.

4. **Public Comment Period**

Chairman Brady opened the public comment period at 7:10 p.m. Seeing no members of the public coming forward, Chairman Brady closed the public hearing at 7:11 p.m.

5. **America 250 Library Monument Refurbishment**

Presented by Chase Randall, Library Director

Mr. Randall updated the City Council on several projects at the Tooele City Library in preparation for the America 250 celebration. Earlier this year, the library received a \$10,000 gift from the Andrew Carnegie Foundation, awarded to all libraries originally founded as Carnegie libraries. The funds were used to refurbish and restore the Pioneer monuments in front of the library, which had recently been vandalized.

The restoration included the library mud wall monument (built in 2009) and the main Pioneer monument, which honors the men, women, and children who settled Tooele between 1849 and 1869. The monuments were carefully cleaned and repaired, highlighting the detailed craftsmanship, engraved names of pioneers, and symbolic features representing family, education, industry, and progress.

Additionally, as part of America 250, a new mural celebrating America's achievements and technological innovations—from the Declaration of Independence to modern space exploration—will be installed in the library on April 4. He encouraged the community to visit the library to see the restored monuments and a new mural.

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

Police Chief Day presented a proposed amendment to the city code regarding the location and use of recreational vehicles specifically at homeless shelter facilities. The amendment, which has been reviewed by the Planning Commission, defines “homeless shelter” based on state code and clarifies what types of facilities are not included, such as micro shelters, behavioral health transition facilities, medical facilities, and psychiatric facilities. Under the amendment, up to two RVs would be allowed for a two-week period in a paved parking lot at a shelter that provides meals, showers, and bathroom access. The RVs must be maintained so that garbage or unsightly materials do not accumulate, and if a vehicle cannot move on its own after two weeks, the facility would be responsible for the cost of impoundment. This change was requested by the director of the Tooele County Housing Authority and supported by the local homeless shelter, Switch Point. Chief Day explained that the amendment provides a way to manage RVs used for homelessness, particularly by individuals coming from the Salt Lake area, giving them an opportunity to repair their vehicles or relocate appropriately. Currently, Switch Point is the only facility in Tooele that qualifies under this ordinance, and the police department will coordinate notification to ensure compliance.

Chairman Brady opened the public hearing at 7:22 p.m. Seeing no members of the public coming forward, Chairman Brady closed the public hearing at 7:23 p.m.

Motion: Councilman Hansen moved to approve Ordinance 2025-32 An Ordinance of Tooele City Council Amending Section 7-9-2 of Tooele City Code Regarding the Parking of Recreational Vehicles Councilman Gossett 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.

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

Mr. Hansen reported that the city is considering an update to its water rights review process. Since 1998, the city has required the exaction of water rights, and this proposed change does not alter the quantity required or existing obligations. Instead, it gives the city additional discretion to evaluate the quality, quantity, and sufficiency of water rights to ensure reliable future supply. The proposal was reviewed by the Planning Commission, which forwarded it to the council with a positive recommendation.

Chairman Brady opened the public hearing at 7:25 p.m. Seeing no members of the public coming forward, Chairman Brady closed the public hearing at 7:25 p.m.

Motion: Councilwoman Gochis moved to approve Ordinance 2026-07 An Ordinance of Tooele City Tooele City Code Section 7-26-3 Regarding Water Rights Exactions. 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 passed 5-0.

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

Mr. Aagard presented an update on the proposed amendment to Tooele City Code 7-4-4, addressing parking of vehicles in residential zones. The ordinance aims to curb situations where front yards are being used as vehicle storage, providing the city with clearer enforcement authority. Mr. Aagard noted the ordinance has been under discussion for several months, reviewed in multiple city council work sessions, and received a unanimous positive recommendation from the Planning Commission following a public hearing on March 25, 2026.

The amendment adds a section outlining where parking is allowed, including driveways, side yards adjacent to driveways, rear yards, and, under certain conditions, the opposite side yard is paved and with proper access. Circular drives are exempt, and all parking areas must be appropriately paved. Parking is prohibited between the inside edge of the driveway and the front corner of the home. A graphic illustrating permitted and prohibited parking areas will also be added to the ordinance.

Mr. Aagard emphasized that while the ordinance is not perfect, it balances property owners' rights with neighborhood aesthetics and city enforcement needs. Council members noted that the ordinance represents a strong compromise between citizen flexibility and city regulation.

Chairman Brady opened the public hearing at 7:30 p.m. Seeing no members of the public coming forward, Chairman Brady closed the public hearing at 7:31 p.m.

Motion: Councilman Gossett moved to approve 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. Councilwoman Gochis seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilwoman Gochis, "Aye"; Councilman Gossett, "Aye"; and Chairman Brady, "Aye". The motion passed 5-0.

9. Resolution 2026-16 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

Mayor Manzione announced the appointment of Mr. Monosso for a three-year term on the Museum Advisory Board. She emphasized his deep family ties to Tooele, noting that his ancestors were pioneers in the area and had connections to the Utah Pioneers Museum, as well as local mining and law enforcement. Mr. Monosso expressed a heartfelt commitment to preserving and sharing Tooele's rich history and heritage with new residents, promoting a sense of community pride. The Mayor and the City Council commended his dedication and enthusiastically recommended him for the board.

Motion: Councilman Hansen moved to approve 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. 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 passed 5-0.

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

Mr. Farrer updated the City Council on the wellhead project, explaining that the city will cover the cost of installing a protective casing to ensure the wellhead remains viable. He also requested approval to increase the contingency fund to \$223,500 to address potential future emergencies, noting that the resolution would need to be amended to include this updated amount.

Motion: Councilman Hansen moved to approve 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. Councilwoman Gochis seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilwoman Gochis, "Aye"; Councilman Gossett, "Aye"; and Chairman Brady, "Aye". The motion passed 5-0.

11. 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

Mr. Farrer presented the procurement request for Turner machines to support the solar dryer greenhouse in processing biosolids from the treatment process. He explained that the lead time for the equipment is 24 to 36 weeks, making it timely to order now so it aligns with the completion of new concrete floors. The total cost, including spare parts and associated technology, is \$2,676,167. Mr. Farrer noted that while the price is significant, it represents a necessary and strategic investment for the project, with a discount applied to the second and third machines.

Motion: Councilman McCall motion to approve 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. 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.

Mayor Manzione announced that the city has hired a new Assistant Public Works Director, Patrick Brewer, who started two weeks ago, and introduced him to the council

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

Chief Day reported that the department is set to receive \$22,945 from a federal justice grant based on violent crime data submissions. The funds will be used to purchase an unmanned aircraft system (X10 model) that meets all grant requirements, increasing the likelihood of approval. No local match is required.

Motion: Councilman Gossett moved to approve 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. 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.

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

Chief Adrian Day explained that to secure the federal grant, the city must enter a Memorandum of Understanding (MOU) with the county. While the county itself does not qualify for funding due to low violent crime rates, their approval is required for the application. This year's county council meeting to authorize the MOU is on April 7, which is the necessary deadline to submit the grant. He noted that only four counties in Utah qualify for this grant, highlighting the city's higher violent crime rate relative to its size, even compared to larger cities like Provo.

Motion: Councilman Hansen moved to approve 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. 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 passed 5-0.

Councilman McCall asked Chief Day about how this grant compares across Utah, noting that Provo receives slightly more funding despite having a much larger population. Chief Day confirmed that only 17 cities qualify, and the city's allocation reflects its high violent crime rate relative to population. Councilman McCall emphasized that this highlights the community's need for law enforcement resources and expressed appreciation for their work.

14. Invoices & Purchase Orders

Presented by Shilo Baker, City Recorder

Ms. Baker presented two invoices for City Council consideration. The first is to LN Curtis & Sons for SCBA packs and bottles for the Fire Department, totaling \$56,498. The second is to IWorq's for Public Works software management and annual support, totaling \$30,750.

Motion: Councilwoman Gochis moved to approve the invoices as stated. Councilman Hansen seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilwoman Gochis, "Aye"; Councilman Gossett, "Aye"; and Chairman Brady, "Aye". The motion passed 5-0.

15. Minutes

~March 18, 2026, Business Meeting

There were no corrections to the minutes.

Motion: Councilman Hansen moved to approve the minutes from the March 18, 2026, Business Meeting. 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 passed 5-0.

16. Adjourn

Chairman Brady adjourned the meeting 7:45 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

DRAFT