

## PUBLIC NOTICE

Notice is hereby given that the Tooele City Council will meet in a Business Meeting on Wednesday, May 6, 2026 Immediately following the 7:00 p.m. RDA Meeting. 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](http://www.utah.gov), the Tooele City Website [www.tooelecitey.gov](http://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](mailto: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](mailto:cmpubliccomment@tooelecitey.gov). If submission by email is not an option, written comments may be submitted to the City Recorder. Written comments must be submitted no later than the day prior to the meeting. Written comments will be addressed at the designated points in the meeting.*

## AGENDA

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Mayor's Youth Recognition Awards**
4. **America 250 Tribute- Just Serve City Designation and Proclamation**  
*Presented by Cameron and Annalese Thorpe*
5. **Public Comment Period**
6. **Public Hearing and Motion on Ordinance 2026-11** An Ordinance of the Tooele City Council Amending Section 7-14-11; Landscaping and Water Conservation with New Development, Regarding the Use of Sod in Residential Landscaping and the Use of Irrigation Systems Associated with Residential Landscaping  
*Presented by Andrew Aagard, Community Development Director*
7. **Resolution 2026-26** A Resolution of the Tooele City Council Tentatively Adopting the Budget Officer's Tentative Budget for Tooele City Fiscal Year 2026-2027 and Establishing the Time and Place of a Public Hearing to Consider its Adoption  
*Presented by Mayor Maresa Manzione*
8. **Statement of Intent:** The Budget Officer Intends to State that the Tentative Budget Includes a Proposed Property Tax Increase
9. **Statement of Budget Officer that the Tentative Budget Includes a Proposed Tax Increase**  
*Presented by Mayor Maresa Manzione*

*“The Tooele City fiscal year 2027 budget includes a proposed property tax that exceeds the estimated certified tax rate. This increase is expected to generate an additional \$409,905 in property tax revenue, which is estimated to be a 4.48% tax increase. These additional funds will be used to fund the increase in the 2016 Judgement Levy Bond payment as well as fund stipends and a new administrative assistant in our volunteer fire department.*

*If Tooele City proceeds with the proposed property tax increase, the City will provide notice and conduct a public hearing where residents will have an opportunity to comment on the proposed tax increase. The truth in taxation public hearing will be held on August 19, 2026, at 7:00 p.m. at Tooele City Hall.”*

**10. Presentation of Property Tax Impact Schedule**

*Presented by Mayor Maresa Manzione*

- 11. Resolution 2026-27** A Resolution of the Tooele City Council Declaring the Intent of Tooele City to Consider an Increase in Property Tax Revenue Above the Certified Tax Rate for Fiscal Year 2026-2027 Pursuant to the Requirements of Utah House Bill 236 (2026), Publishing a Property Tax Impact Disclosure, and Establishing the Time and Place of a Truth in Taxation Public Hearing

*Presented by Shannon Wimmer, Finance Director*

- 12. Ordinance 2026-10** An Ordinance of Tooele City Enacting Tooele City Code Chapter 9-8 Regarding Enforcement of False Alarms for Business and Residential Security Systems, and Establishing a Fee for Administrative Appeals Under Tooele City Code Chapter 9-8

*Presented by Adrian Day, Police Chief*

- 13. Resolution 2026-24** A Resolution of the Tooele City Council Approving a Professional Services Agreement with J-U-B Engineers for Administration Services Related to the Tooele Rogers Road Well Site and the Salt Shed Construction

*Presented by Nathan Farrer, Public Works Director*

- 14. Resolution 2026-25** A Resolution of the Tooele City Council Authorizing the Tooele City Purchasing Agent to Dispose of Surplus Personal Property (Fire Department)

*Presented by Shilo Baker, City Recorder*

**15. Invoices & Purchase Orders**

*Presented by Shilo Baker, City Recorder*

**16. Minutes**

~April 15, 2026 Work Meeting

~April 15, 2026 Business Meeting

**17. Adjourn**

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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](mailto:shilob@tooelecity.gov), prior to the meeting.



## COMMITMENT TO VOLUNTEERISM IN TOOEE CITY

WHEREAS, we firmly believe that the values of compassion, empathy, and community support are the foundation of a united and harmonious society, fostering connections that transcend differences; and

WHEREAS the strength and prosperity of our cities, towns, and villages are based in the selflessness of its residents to serve and uplift one another; and

WHEREAS, we acknowledge the profound impact that can be achieved when we extend a helping hand to our neighbors, especially those of diverse backgrounds, lifting them up and collectively working to improve lives; and

WHEREAS, we nurture a culture of giving within our cities, emphasizing that volunteerism is not just a duty but a source of personal fulfillment and community strength; and as we work side by side with and learn from each other, mutual understanding increases, misconceptions can be corrected, and new friendships are built; and

WHEREAS, we urge all citizens to care for one another, volunteer, and engage in acts of service and kindness that contribute to our city's betterment and its inhabitants' well-being, regardless of background or belief; and

WHEREAS, the City of Tooele has joined a growing list of supporters, including the President of the National League of Cities and hundreds of leaders to date, in making a commitment to volunteerism;

NOW, THEREFORE, BE IT PROCLAIMED I, Maresa Manzione, Mayor of Tooele, proclaim that the City of Tooele commits to promoting volunteerism, leveraging JustServe.org to make it easier for residents to find and engage in volunteer opportunities and will regularly acknowledge and celebrate the contributions of volunteers.

I have hereunto set my hand and caused the great seal of the City of Tooele to be affixed on April 15, 2026

A handwritten signature in black ink, appearing to read "Maresa Manzione", written over a horizontal line.

Maresa Manzione, Mayor



**TOOELE CITY CORPORATION**

**ORDINANCE 2026-11**

**AN ORDINANCE OF THE TOOELE CITY COUNCIL AMENDING SECTION 7-14-11;  
LANDSCAPING AND WATER CONSERVATION WITH NEW DEVELOPMENT, REGARDING  
THE USE OF SOD IN RESIDENTIAL LANDSCAPING AND THE USE OF IRRIGATION SYSTEMS  
ASSOCIATED WITH RESIDENTIAL LANDSCAPING.**

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

WHEREAS, land use requirements and regulations for Residential Zoning Districts in Tooele City are regulated by Tooele City Code Chapter 7-14; and,

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

WHEREAS, City Administration, with input from the Mayor, has developed and recommends the amendments to Tooele City Code §7-14-11 pertaining to landscaping and water conservation with new development, attached as Exhibit A; and,

WHEREAS, the proposed amendments promote clarity as to the intent behind this section and the functionality of this section; and,

WHEREAS, on April 22, 2026, the Planning Commission convened a duly noticed public hearing, accepted written and verbal comment, considered the Staff Report and its exhibit (attached as Exhibit B), and voted to forward its positive recommendation to the City Council, with the following additional conditions: (1) that the language referring to “approval occurred after April 1, 2023” be moved from the body of the text into the title of the section; and, (2) that any limitation upon the percentage of artificial turf be removed (see the Planning Commission draft minutes attached as Exhibit C); and,

WHEREAS, for the City Council’s consideration and convenience, City Administration has prepared and attached Exhibit D, which shows how the Planning Commission’s recommendations might be incorporated into the amendments recommended by City Administration; and,

WHEREAS, on May 6, 2026, the City Council convened a duly-advertised public hearing:

NOW, THEREFORE, BE IT ORDAINED BY TOOELE CITY that Tooele City Code §7-14-11 is hereby amended to read as shown in Exhibit A.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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

S E A L

Approved as to Form:

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

## Exhibit A

Proposed Amendments to TCC §7-14-11  
(as proposed by Administration)

## ***Existing Language***

### **7-14-11. Landscaping and Water Conservation With New Development.**

(1) Sod or seeded lawn grass shall be prohibited from park strips and areas on the lot less than eight feet in width.

(2) Lots within subdivisions whose preliminary plan approval occurred after April 1, 2023 and which has at least 250 square feet of total landscaped area within the lot shall be landscaped with no more than 50% of front and side yards landscaped area as natural lawn grass. Front and side yards shall be landscaped and maintained. Landscaping is strongly encouraged to necessitate no or low water use. The use of artificial turf is strongly encouraged for the appearance or desire of lawn. Where irrigation is needed for plantings outside of lawn areas shall be of a drip-style irrigation system.

## ***Proposed Changes***

### **7-14-11. Landscaping and Water Conservation With New Development.**

(1) Sod or seeded lawn grass shall be prohibited ~~from in all~~ park strips. ~~and areas on the lot less than eight feet in width.~~

(2) Lots within subdivisions whose preliminary plan approval occurred after April 1, 2023 ~~and which has at least 250 square feet of total landscaped area within the lot~~ shall be landscaped with no more than 50% of front and side yards ~~landscaped~~ area as natural lawn grass. Front and side yards ~~landscaping~~ shall be ~~landscaped and regularly~~ maintained ~~by the property owner~~. Landscaping is strongly encouraged to ~~necessitate result in~~ no or ~~low reduced~~ water use. ~~The use of Artificial turf is strongly encouraged for the appearance or desire of lawn may be used as long as it does not exceed 50% of the total front and side yard area.~~ ~~Where~~ irrigation ~~is~~ needed for plantings outside of lawn areas shall be of a drip-style irrigation system.

## ***Proposed Language***

### **7-14-11. Landscaping and Water Conservation With New Development.**

(1) Sod or seeded lawn grass shall be prohibited in all park strips.

(2) Lots within subdivisions whose preliminary plan approval occurred after April 1, 2023 shall be landscaped with no more than 50% of front and side yards area as natural lawn grass. Front and side yard landscaping shall be regularly maintained by the property owner. Landscaping is strongly encouraged to result in no or reduced water use. Artificial turf may be used as long as it does not exceed 50% of the total front and side yard area. Irrigation needed for plantings outside of lawn areas shall be of a drip-style irrigation system.

## Exhibit B

Staff Report with its Exhibit A

**STAFF REPORT**

April 16, 2026

**To:** Tooele City Planning Commission  
Business Date: April 22, 2026

**From:** Planning Division  
Community Development Department

**Prepared By:** Andrew Aagard, Community Development Director

**Re: Parking in Residential Zones – Landscaping and Water Conservation Amendments**

Applicant: Tooele City

Request: Request for approval of a City Code text amendment to Tooele City Code 7-14-11: Parking Location; regarding landscaping and irrigation associated with new residential development.

**BACKGROUND**

In May of 2023 Tooele City adopted ordinance amendments that prohibited the use of turf grass in the park strips of new residential properties and limited the amount of sod in the front and side yards to 50% of total area. The ordinance amendments also required that all plantings shall be irrigated with drip style irrigation systems. The ordinance, as it was originally written, utilizes complicated language that renders the ordinance fairly difficult to understand. There are also some requirements in the ordinance that are redundant and un-necessary. At the direction of the Tooele City Mayor, Staff is proposing amendments to the code to eliminate the confusing and contradictory elements and re-word the code to render it easier to read and understand.

**ANALYSIS**

*Purpose.* The purpose of this code is to limit the amount of water that is being used to irrigate front yards and difficult to irrigate areas such as park strips. The ordinance encourages the use of drought tolerant plantings and water free ground covers such as paving, cobbles and mulches. This ordinance was created to assist the City's continuing efforts to conserve water resources and reduce the strain on the ground water supplies. However, the ordinance as written has confusing elements and is worded in a manner that is somewhat difficult to understand. Staff is proposing the following changes to the code:

1. 7-14-11 (1): Eliminate the language that prohibits sod in areas less than eight feet in width. The ordinance doesn't specify if this applies to side yards, front yards or the rear yard and is, for all intents and purposes unenforceable and contradictory to the 50% sod limitation. Many of the side yards in R1-7 and R1-8 Residential zones are 6 feet wide. This code essentially prohibits sod in side yards and results in contradictions with the section 2 of the code.
2. 7-14-11(2): Eliminate the language that states this ordinance applies to any lot with more than 250 square feet of landscape area in the lot. All lots have more than 250 square feet of landscape area. Staff is not sure why this language was included. It is not necessary.
3. 7-14-11 (2): Amends the ordinance language regarding artificial turf and encourages it to be used as a contributing material instead of a predominant landscaping material. The proposed ordinance limits the use of artificial turf to 50% of the front and side yard areas and would require the property owner to use other water wise landscaping methods in addition to the artificial turf.
4. 7-14-11 (2): Other grammatical changes to help the code become easier to read and understand.

Criteria For Approval. The criteria for review and potential approval of a City Code Text Amendment request is found in Sections 7-1A-7 of the Tooele City Code. This section depicts the standard of review for such requests as:

- (1) No amendment to the Zoning Ordinance or Zoning Districts Map may be recommended by the Planning Commission or approved by the City Council unless such amendment or conditions thereto are consistent with the General Plan. In considering a Zoning Ordinance or Zoning Districts Map amendment, the applicant shall identify, and the City Staff, Planning Commission, and City Council may consider, the following factors, among others:
  - (a) The effect of the proposed amendment on the character of the surrounding area.
  - (b) Consistency with the goals and policies of the General Plan and the General Plan Land Use Map.
  - (c) Consistency and compatibility with the General Plan Land Use Map for adjoining and nearby properties.
  - (d) The suitability of the properties for the uses proposed viz. a. viz. the suitability of the properties for the uses identified by the General Plan.
  - (e) Whether a change in the uses allowed for the affected properties will unduly affect the uses or proposed uses for adjoining and nearby properties.
  - (f) The overall community benefit of the proposed amendment.

## **REVIEWS**

Planning Division Review. The Tooele City Planning Division does not have any additional comments above and beyond what is included in the body of this staff report.

Engineering & Public Works Review. The Tooele City Engineering Division and Public Works Division have not reviewed this proposed ordinance amendment and have not issued any comments.

Fire Department. The Tooele City Fire Marshall has not reviewed this ordinance amendment and have not issued any comments.

Noticing. The applicant has expressed their desire to amend the City Code and do so in a manner which is compliant with the City Code. As such, notice has been properly issued in the manner outlined in the City and State Codes.

## **STAFF RECOMMENDATION**

Staff recommends the Planning Commission carefully weigh this request for a City Code Text Amendment according to the appropriate tenets of the Utah State Code and the Tooele City Code, particularly Section 7-1A-7(1) and render a decision in the best interest of the community with any conditions deemed appropriate and based on specific findings to address the necessary criteria for making such decisions.

Potential topics for findings that the Commission should consider in rendering a decision:

1. The effect the text amendment may have on potential applications regarding the character of the surrounding areas.
2. The degree to which the proposed text amendment may effect a potential application's consistency with the intent, goals, and objectives of any applicable master plan.
3. The degree to which the proposed text amendment may effect a potential application's consistency with the intent, goals, and objectives of the Tooele City General Plan.
4. The degree to which the proposed text amendment is consistent with the requirements and provisions of the Tooele City Code.
5. The suitability of the proposed text amendment on properties which may utilize its provisions

- for potential development applications.
6. The degree to which the proposed text amendment may effect an application’s impact on the health, safety, and general welfare of the general public or the residents of adjacent properties.
  7. The degree to which the proposed text amendment may effect an application’s impact on the general aesthetic and physical development of the area.
  8. The degree to which the proposed text amendment may effect the uses or potential uses for adjoining and nearby properties.
  9. The overall community benefit of the proposed amendment.
  10. Other findings the Commission deems appropriate to base their decision upon for the proposed application.

### **MODEL MOTIONS**

Sample Motion for a Positive Recommendation – “I move we forward a positive recommendation to the City Council for the proposed amendments to Tooele City Code 7-14-11: Landscaping and Water Conservation with New Development, as described in the exhibits of this Staff Report.

1. List findings ...

Sample Motion for a Negative Recommendation – “I move we forward a negative recommendation to the City Council for the proposed amendments to Tooele City Code 7-14-11: Landscaping and Water Conservation with New Development, as described in the exhibits of this Staff Report.

1. List findings ...

**EXHIBIT A**

**PROPOSED ORDINANCE AMENDMENTS**

## ***Existing Language***

### **7-14-11. Landscaping and Water Conservation With New Development.**

(1) Sod or seeded lawn grass shall be prohibited from park strips and areas on the lot less than eight feet in width.

(2) Lots within subdivisions whose preliminary plan approval occurred after April 1, 2023 and which has at least 250 square feet of total landscaped area within the lot shall be landscaped with no more than 50% of front and side yards landscaped area as natural lawn grass. Front and side yards shall be landscaped and maintained. Landscaping is strongly encouraged to necessitate no or low water use. The use of artificial turf is strongly encouraged for the appearance or desire of lawn. Where irrigation is needed for plantings outside of lawn areas shall be of a drip-style irrigation system.

## ***Proposed Changes***

### **7-14-11. Landscaping and Water Conservation With New Development.**

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## ***Proposed Language***

### **7-14-11. Landscaping and Water Conservation With New Development.**

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(2) Lots within subdivisions whose preliminary plan approval occurred after April 1, 2023 shall be landscaped with no more than 50% of front and side yards area as natural lawn grass. Front and side yard landscaping shall be regularly maintained by the property owner. Landscaping is strongly encouraged to result in no or reduced water use. Artificial turf may be used as long as it does not exceed 50% of the total front and side yard area. Irrigation needed for plantings outside of lawn areas shall be of a drip-style irrigation system.

## Exhibit C

### Planning Commission Draft Minutes

**Tooele City Planning Commission  
Business Meeting Minutes**

**Date:** April 22, 2026

**Time:** 7:00 p.m.

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

**Planning Commissioners Present**

Melanie Hammer

Jon Proctor

Tyson Hamilton

Kelley Anderson

Sarah Faircloth, Alternate

Frank Linford, Alternate

**Excused**

Chris Sloan

Amanda Cordova

Weston Jensen

**Council Member Liaisons**

Ed Hansen

Jon Gossett

**Staff Present**

Andrew Aagard, Community Development Director

Anna Anglin, City Planner

Matt Johnson, City Attorney

Minutes Prepared by Teresa Young

1. **Pledge of Allegiance**

Chairman Hamilton opened the public hearing at 7:00 p.m.

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

2. **Roll Call**

Melanie Hammer, Present

Jon Proctor, Present  
Sarah Faircloth, Present  
Frank Linford, Present  
Kelley Anderson, Present  
Tyson Hamilton, Present  
Chris Sloan, Excused  
Amanda Cordova, Excused  
Weston Jensen, Excused

3. **Public Hearing and Decision on a Conditional Use Permit request by Jessica Howard to authorize the use of a “Child Care and Preschool involving 8 to 16 Children” to occur at the property located at 1664 N Ashlin Court in the R1-7 Single Family Residential zoning district on .17 acres.**

Ms. Anglin presented a request for a conditional use permit for a home daycare located within a residentially zoned neighborhood, surrounded by residential uses. The site plan includes a fenced outdoor play area and designated layout for daycare operations.

Although the application qualified as an administrative approval, it was brought before the Planning Commission due to concerns raised by a neighboring resident regarding potential traffic congestion, on-street parking, and the number of occupants at the home. Ms. Anglin advised she worked with the applicant to resolve a zoning violation related to renting part of the home to an additional household, allowing the application to move forward.

Ms. Anglin outlined applicable home daycare requirements, including limits on the number of children (including the provider’s own), allowance for one non-resident employee, compliance with state licensing, and provisions for a fenced outdoor play area. She advised that the applicant indicated the daycare will operate as a daycare only at this time, with potential for preschool sessions in the future.

Ms. Anglin is recommending approval of the conditional use permit with the condition that all drop-off and pick-up activities occur within the driveway or directly in front of the residence to minimize neighborhood impacts.

Chairman Hamilton opened the public hearing at 7:05 p.m. Seeing no members of the public coming forward, Chairman Hamilton closed the public hearing at 7:06 p.m.

The applicant, Ms. Howard addressed the Planning Commission, providing background on her experience as a former assistant director at a childcare facility and noting she is currently pursuing a degree in early childhood education. She explained that her daycare primarily serves two- and three-year-old children.

In response to concerns about traffic and congestion, Ms. Howard stated she has coordinated with parents to ensure all drop-off and pick-up activities occur in the driveway or directly in front of the home. She also removed additional vehicles from the property and placed them in storage to increase available space.

Planning Commission members complimented the quality of the outdoor play area and acknowledged the applicant’s efforts. Clarification was provided that a previously noted camper is no longer on the property, and that a prior issue involving an additional household in the basement has been resolved.

Staff also noted that certain matters, such as smoking regulations, fall under state licensing rather than local zoning authority.

**Motion: Commissioner Proctor moved to approve the conditional use permit request by Jessica Howard to authorize the use of a “Child Care and Preschool involving 8-16 Children” to occur at 1664 N. Ashlin Court application number 2026019 based on the finding and subject to the condition listed in the Staff Report dated April 16, 2026.** Commissioner Hammer seconded the motion.

Commissioner Anderson confirmed that all concerns raised had been satisfactorily addressed, and the Planning Commission concurred.

The vote was as follows: Commissioner Hammer, “Aye”; Commissioner Proctor, “Aye”; Commissioner Faircloth, “Aye”, Commissioner Linford, “Aye”; Commissioner Anderson, “Aye”; and Chairman Hamilton, “Aye”. The motion passed 6-0.

4. **Public Hearing and Recommendation on a proposed text amendment to Tooele City Code 7-14-11: Landscaping and Water Conservation with New Development, regarding the use of sod in residential landscaping and the use of irrigation systems associated with residential landscaping**

Mr. Aagard presented a proposed ordinance amendment related to residential landscaping and irrigation requirements, describing it as a housekeeping update intended to simplify and clarify existing code governing water conservation in new developments.

The ordinance applies to subdivisions approved after April 1, 2023, and staff outlined several proposed changes, including removing conflicting or unnecessary provisions, clarifying limits on natural lawn and artificial turf, and reinforcing the use of drip irrigation for non-lawn areas. The overall intent of reducing water use remains unchanged, while making the code easier to understand and apply.

Planning Commissioners generally supported the simplification but engaged in discussion regarding the 50% limitation on artificial turf, noting its potential benefits for water conservation. Additional concerns were raised about enforcement challenges, particularly after homes are transferred to individual homeowners. Mr. Aagard acknowledged limited enforcement capacity and explained that compliance is primarily addressed during the building permit process and through complaint-based enforcement, though additional resources and future code amendments may improve oversight.

The Planning Commission also discussed clarifying language to ensure the ordinance clearly applies only to new development and does not impact existing properties. Overall, the Planning Commission expressed support for the proposed revisions while noting potential recommendations for further refinement.

Chairman Hamilton opened the public hearing at 7:29 p.m. Seeing no members of the public coming forward, Chairman Hamilton closed the public hearing at 7:29 p.m.

**Motion: Commissioner Anderson moved to forward a positive recommendation to the City Council for the proposed amendments to Tooele City Code 7-14-11: Landscaping and Water Conservation with New Developments in accordance with the staff report with the following changes for approvals occurring after April 1, 2023 bold in the title and everything after artificial**

**turf may be used stricken and that irrigation needed for plantings outside land areas shall be drip style irrigation system.**

Commissioner Linford seconded the motion.

Commissioner Hammer shared concerns regarding the proposed 50% limitation on artificial turf, noting that in other communities' higher percentages of turf are common while still incorporating some landscaping elements. Commissioner Linford indicated that the restriction may be unnecessary and expressed support for reconsidering or removing the limitation.

The vote was as follows: Commissioner Hammer, "Nay"; Commissioner Proctor, "Aye"; Commissioner Faircloth, "Aye", Commissioner Linford, "Aye"; Commissioner Anderson, "Aye"; and Chairman Hamilton, "Aye". The motion passed 5-1.

5. **Discussion and Decision on Resolution 2026-01 Public Comment Policy Amendments and Open Meetings**

Mr. Johnson presented proposed updates to the Planning Commission's public comment policy, aligned with recent changes adopted by the City Council. The revisions aim to clarify procedures for both verbal and written public comments, including timelines for submission, applicability of decorum standards, and the Chair's discretion to disregard anonymous, late, or inappropriate comments.

As part of the presentation, Mr. Johnson also provided annual training on the Open and Public Meetings Act, emphasizing requirements for transparency, proper noticing, public access, and recordkeeping. Particular attention was given to avoiding deliberation outside of public meetings, including through email or informal discussions among a quorum.

Planning Commission members discussed the proposed policy changes and expressed support, noting that clearer guidelines—especially regarding written comments and submission deadlines—would improve efficiency and consistency. The Planning Commission also acknowledged the importance of maintaining order during public comment while preserving the opportunity for meaningful public input.

Motion: Commissioner Proctor to accept Resolution 2026-01 as presented by Attorney Johnson. Commissioner Hammer seconded the motion.

The vote was as follows: Commissioner Hammer, "Aye"; Commissioner Proctor, "Aye"; Commissioner Faircloth, "Aye", Commissioner Linford, "Aye"; Commissioner Anderson, "Aye"; and Chairman Hamilton, "Aye". The motion passed 6-0.

6. **City Council Reports**

Councilman Gossett provided informal remarks, expressing appreciation for the Planning Commission's thoughtful discussion and engagement during the meeting. He noted that it was encouraging to see differing viewpoints and meaningful dialogue among Planning Commissioners.

He also highlighted a recent City Council quarterly report, which provided an overview of city growth, development activity, and economic indicators, noting it was informative and reflected positive progress within the community.

The Councilmember thanked the Commission for their time, effort, and consideration in addressing planning matters.

7. **Review and Decision – April 8, 2026 Planning Commission meeting minutes**

It was noted that the previously identified correction had already been made, and no further changes were requested.

**Motion: Commissioner Hammer moved to approve the minutes from April 8, 2026.** Commissioner Faircloth seconded the motion.

The vote was as follows: Commissioner Hammer, “Aye”; Commissioner Proctor, “Aye”; Commissioner Faircloth, “Aye”, Commissioner Linford, “Aye”; Commissioner Anderson, “Aye”; and Chairman Hamilton, “Aye”. The motion passed 6-0.

8. **Training – Conditional Use Permits**

No minutes were taken during the training session. Chairman Hamilton adjourned the meeting prior to the training to allow Commissioner Linford to be excused.

9. **Adjourn**

Chairman Hamilton adjourned the meeting at 8:03 p.m., prior to Agenda Item 8, which was required training.

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

Approved this \_\_\_\_\_ day of May, 2026

\_\_\_\_\_  
Tyson Hamilton, Tooele City Planning Commission Chair

## Exhibit D

Proposed Amendments to TCC §7-14-11  
Showing Possible Incorporation of  
Planning Commission Recommendations

## ***Proposed Language (PC Edits)***

### **7-14-11. Landscaping and Water Conservation With New Development [approved after April 1, 2023.](#)**

(1) Sod or seeded lawn grass shall be prohibited in all park strips.

(2) Lots ~~within subdivisions whose preliminary plan approval occurred after April 1, 2023~~ shall be landscaped with no more than 50% of front and side yards area as natural lawn grass. Front and side yard landscaping shall be regularly maintained by the property owner. Landscaping is strongly encouraged to result in no or reduced water use. Artificial turf may be used ~~as long as it does not exceed 50% of the total front and side yard area.~~ Irrigation needed for plantings outside of lawn areas shall be of a drip-style irrigation system.

**TOOELE CITY CORPORATION**

**RESOLUTION 2026-26**

**A RESOLUTION OF THE TOOELE CITY COUNCIL TENTATIVELY ADOPTING THE BUDGET OFFICER'S TENTATIVE BUDGET FOR TOOELE CITY FISCAL YEAR 2026-2027, AND ESTABLISHING THE TIME AND PLACE OF A PUBLIC HEARING TO CONSIDER ITS ADOPTION.**

WHEREAS, U.C.A. §10-6-111 requires that on or before the first regularly scheduled meeting of the governing body in May of each year, the budget officer (Tooele City Mayor) shall prepare for the ensuing year, and file with the governing body (City Council) a tentative budget for each fund for which a budget is required; and,

WHEREAS, the Mayor has filed the tentative budget for Fiscal Year 2026-2027 with the City Council along with the required budget message; and,

WHEREAS, the tentative budget sets forth the actual revenues and expenditures in the last completed fiscal year, the estimated total revenues and expenditures for the current fiscal year, and the Mayor's estimates of revenues and expenditures for the budget year (the upcoming fiscal year); and,

WHEREAS, the City Council has received the tentative budget and desires to tentatively adopt the same and to establish the time and place of a public hearing to consider its final adoption:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the tentative budget for each fund for the ensuing fiscal year, 2026-2027, is hereby tentatively adopted.

IT IS FURTHER RESOLVED that a public hearing to consider the adoption of the Tooele City budget for 2026-2027 shall be held on the 17th day of June, 2026, at 7:00 p.m., at Tooele City Council Chambers located at 90 North Main Street, Tooele, Utah.

The City Recorder shall cause notice of a public hearing to consider its adoption to be published at least seven (7) days prior to the hearing by 1) posting notice of the public hearing at Tooele City Hall, and 2) publishing notice on the Utah Public Notice Website, and 3) on the home page of the Tooele City website, as required by U.C.A. §10-6-113.

The City Recorder shall cause the tentative budget approved hereby to be available for public inspection at least ten (10) days before the adoption of the final budget, as required by U.C.A. §10-6-112.

This Resolution shall be 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)

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

MAYOR OF TOOELE CITY

(For)

(Against)

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ATTEST:

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

S E A L

Approved as to Form:

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



**Statement of Budget Officer that the FY27 Tentative Budget  
Includes a Proposed Tax Increase**

The Tooele City fiscal year 2027 budget includes a proposed property tax that exceeds the estimated certified tax rate. This increase is expected to generate an additional \$409,905 in property tax revenue, which is estimated to be a 4.48% tax increase. These additional funds will be used to fund the increase in the 2016 Judgement Levy Bond payment as well as fund stipends and a new administrative assistant in our volunteer fire department.

If Tooele City proceeds with the proposed property tax increase, the City will provide notice and conduct a public hearing where residents will have an opportunity to comment on the proposed tax increase. The truth in taxation public hearing will be held on August 19, 2026, at 7:00 p.m. at Tooele City Hall.

# TOOELE CITY CORPORATION PROPERTY TAX IMPACT SCHEDULE FISCAL YEAR 2026-2027

## Proposed Property Tax Impact Schedule

Tooele City will consider an increase to its property tax rate from .002476 to .002587, which exceeds the estimated certified tax rate and is estimated to generate an additional \$409,905 in property tax revenue. The following information is intended to provide the City Council and the public with an explanation of how the City's operations would be affected if the proposed property tax increase is adopted.

Tooele City's Current Property Tax Rate	0.002476
Tooele City's Current Property Tax Revenue	\$9,146,377
Proposed Revenue with Tax Change (not including new growth)	\$9,556,282
<b>New Property Tax Revenue to Tooele City (not including new growth)</b>	<b>\$409,905</b>

Estimated percentage increase to property tax rate 4.48%

Property Type	Median Sales Price for Tooele City	Estimated Certified Tax Rate	Proposed Tax Rate	Increase/ (Decrease) per year	Increase/ (Decrease) per month	% Increase/ (Decrease)
Residential	\$ 445,000	\$ 606.00	\$ 633.17	\$ 27.17	\$ 2.26	4.48%
Commercial	\$ 445,000	\$ 1,101.82	\$ 1,151.22	\$ 49.40	\$ 4.12	4.48%

Affected Department	Proposed Budget	Budget w/out Tax Change	Budget Change	Impact of Tax Increase
Long Term Debt	\$ 1,075,537	\$ 765,632	\$ 309,905	Judgement Levy Bond payment increased from \$535,632 in FY25 to \$1,075,537 in FY27. This tax rate is solely to collect payment for the bond and this rate will resolve when the bond is paid off.

Affected Department	Proposed Budget	Budget w/out Tax Change	Budget Change	Impact of Tax Increase
Fire	\$ 1,583,798	\$ 1,483,798	\$ 100,000	The volunteer fire department is requesting to implement stipends for volunteers as well as an administrative assistant to assist the department

**Total General Fund Change: \$ 409,905**

**TOOELE CITY CORPORATION**

**RESOLUTION 2026-27**

**A RESOLUTION OF THE TOOELE CITY COUNCIL DECLARING THE INTENT OF TOOELE CITY TO CONSIDER AN INCREASE IN PROPERTY TAX REVENUE ABOVE THE CERTIFIED TAX RATE FOR FISCAL YEAR 2026-2027 PURSUANT TO THE REQUIREMENTS OF UTAH HOUSE BILL 236 (2026), PUBLISHING A PROPERTY TAX IMPACT DISCLOSURE, AND ESTABLISHING THE TIME AND PLACE OF A TRUTH IN TAXATION PUBLIC HEARING.**

WHEREAS, the City Council is currently processing the tentative budget for Fiscal Year 2026-2027; and,

WHEREAS, the Utah State Legislature enacted HB 236 (2026), "Truth in Taxation Amendments," which requires early public notification in May of a taxing entity's intent to consider a tax rate that exceeds the certified tax rate (Utah Code §59-2-919); and,

WHEREAS, a separate item is on the agenda for the public meeting on May 6<sup>th</sup>, 2026 notifying the public that the Budget Officer intends to state to the City Council that the tentative budget for fiscal year 2026-27 includes a proposed property tax increase and,

WHEREAS acknowledging that the Budget Officer made a statement to the City Council in the May 6<sup>th</sup>, 2026 public meeting that the tentative budget includes a proposed tax rate increase and,

WHEREAS acknowledging that the Budget Officer presented to the City Council, as a separate item on the agenda, in the same public meeting, a property tax impact schedule separate from the other budget documents, as defined in Section 59-2-924 of the Utah Code and,

WHEREAS, the City Council has identified the critical needs listed below that may require funding in excess of revenue provided by the certified tax rate and,

WHEREAS, this Resolution serves as the formal "Preliminary Statement" required by Utah Code § 59-2-919 as amended by HB 236:

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

**DECLARATION OF INTENT.** The City Council hereby declares its formal intent to consider a property tax rate for the upcoming fiscal year that exceeds the certified tax rate. The estimated total dollar amount of additional ad valorem tax revenue is \$409,905, which represents an approximate 4.48% increase over the revenue generated by the certified tax rate.

**PURPOSE OF PROPOSED INCREASE.** The proposed additional revenue is intended to be used for the following specific purposes: (1) to fund the increase in the 2016 Judgement Levy Bond payment; (2) to fund stipends; and, (3) to add an administrative assistant position to the Tooele City Fire Department.

**PROPERTY TAX IMPACT DISCLOSURE.** The City Finance Director has prepared a Property Tax Impact Schedule, which is attached as Exhibit A.

**RESTRICTED ACCOUNT COMPLIANCE.** Pursuant to HB 236, any funds collected or budgeted corresponding to the proposed increase shall be held in a restricted account and shall

not be expended until the Truth in Taxation public hearing process is completed and a final tax rate is adopted. That Truth in Taxation Hearing shall take place on August 19, 2026, at 7:00 p.m., at Tooele City Council Chambers located at 90 North Main Street, Tooele, Utah.

This Resolution shall be 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)

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

MAYOR OF TOOELE CITY

(For)

(Against)

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ATTEST:

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

SEAL

Approved as to Form:

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

# EXHIBIT A

## PROPERTY TAX IMPACT SCHEDULE

# TOOELE CITY CORPORATION PROPERTY TAX IMPACT SCHEDULE FISCAL YEAR 2026-2027

## Proposed Property Tax Impact Schedule

Tooele City will consider an increase to its property tax rate from .002476 to .002587, which exceeds the estimated certified tax rate and is estimated to generate an additional \$409,905 in property tax revenue. The following information is intended to provide the City Council and the public with an explanation of how the City's operations would be affected if the proposed property tax increase is adopted.

Tooele City's Current Property Tax Rate	0.002476
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Estimated percentage increase to property tax rate 4.48%

Property Type	Median Sales Price for Tooele City	Estimated Certified Tax Rate	Proposed Tax Rate	Increase/ (Decrease) per year	Increase/ (Decrease) per month	% Increase/ (Decrease)
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Commercial	\$ 445,000	\$ 1,101.82	\$ 1,151.22	\$ 49.40	\$ 4.12	4.48%

Affected Department	Proposed Budget	Budget w/out Tax Change	Budget Change	Impact of Tax Increase
Long Term Debt	\$ 1,075,537	\$ 765,632	\$ 309,905	Judgement Levy Bond payment increased from \$535,632 in FY25 to \$1,075,537 in FY27. This tax rate is solely to collect payment for the bond and this rate will resolve when the bond is paid off.

Affected Department	Proposed Budget	Budget w/out Tax Change	Budget Change	Impact of Tax Increase
Fire	\$ 1,583,798	\$ 1,483,798	\$ 100,000	The volunteer fire department is requesting to implement stipends for volunteers as well as an administrative assistant to assist the department

**Total General Fund Change: \$ 409,905**

**TOOELE CITY CORPORATION**

**ORDINANCE 2026-10**

**AN ORDINANCE OF TOOELE CITY ENACTING TOOELE CITY CODE CHAPTER 9-8 REGARDING ENFORCEMENT OF FALSE ALARMS FOR BUSINESS AND RESIDENTIAL SECURITY SYSTEMS, AND ESTABLISHING A FEE FOR ADMINISTRATIVE APPEALS UNDER TOOELE CITY CODE CHAPTER 9-8.**

WHEREAS, Tooele City Code (“TCC”) Title 9 (Services) governs matters related to various services provided by Tooele City; and,

WHEREAS, many businesses and residences within Tooele City are equipped with security alarms; and,

WHEREAS, the City Administration recognizes the time and resource inefficiencies placed upon the Tooele City Police Department in responding to repeated false alarms, especially when one particular address experiences repeated false alarms within a short time period; and,

WHEREAS, the City Administration, including the Police Chief, recommends the establishment of the civil enforcement provisions attached hereto as Exhibit A, enacting TCC Chapter 9-8; and,

WHEREAS, the City Administration, including the Police Chief, recommends the establishment of an appeal fee in the amount of \$50, for all appeals to the Administrative Hearing Office under TCC Chapter 9-8 (which may in the future be amended by resolution of the City Council):

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

1. Tooele City Code Chapter 9-8 (Enforcement and Abatement) is hereby enacted as shown in Exhibit A; and,
2. An appeal fee of \$50 hereby incorporated into the Tooele City Fee Schedule, for all appeals to the Administrative Hearing Officer under TCC Chapter 9-8.

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)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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

S E A L

Approved as to Form:

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

# Exhibit A

Proposed TCC Chapter 9-8

## **CHAPTER 8. RESIDENTIAL AND BUSINESS ALARMS**

### **9-8-1. Purpose and scope.**

### **9-8-2. Definitions.**

### **9-8-3. Alarm system activation and response.**

### **9-8-4. Notice and fees for repeated false alarms.**

### **9-8-5. Appeals.**

### **9-8-6. Collection of fees.**

#### **9-8-1. Purpose and scope.**

(1) The purpose of this chapter is to require owners to properly use and maintain the operational effectiveness of residential and business security alarm systems in order to improve their reliability and eliminate or reduce false residential and business alarms.

(2) This Chapter governs repeated false alarms designed to summon the Tooele City police department.

#### **9-8-2. Definitions.**

As used in this Chapter, the following words and terms shall have the following meanings:

**Alarm System** – A system, or portion of a system or combination system, consisting of components and circuits arranged to monitor and/or signal initiating device that initiates a response.

**False Alarm** – The activation of a residential or business alarm, other than a panic alarm designed to elicit immediate police response for a robbery in progress, that results in a response by the police department that:

(1) is caused by mechanical failure, lack of maintenance, malfunction, or improper installation;

(2) is caused by the negligence or intentional misuse of the alarm system by the owner, tenant, or occupant of a premises, or an employee or agent thereof; or,

(3) for which emergency officials cannot determine a cause.

**Owner** – Any person who owns the premises in which an alarm system is installed. In the event such premises are leased to a third party, the term Owner shall mean both the owner of the property and the tenant in possession of the premises, and any responsibilities for the alarm system and fees assessed hereunder shall be joint and several for both the owner and tenant.

**Police Department** – Tooele City police department.

**Premises** – Any building or structure, or combination of buildings and structures, in which an alarm system is installed.

**Service or Serve** – Personal delivery or delivery via

regular U.S. mail to both the physical address of the premises and to the address of the record owner of the premises if different than the physical address of the premises. Service is deemed effective upon personal delivery or 3 days after mailing.

#### **9-8-3. Alarm system activation and response.**

(1) The owner of a premises shall be responsible for all activations of a false alarm system thereon.

(2) A police department response to the activation of an alarm system shall be deemed to result when any officer is dispatched to the premises where the alarm has been activated.

#### **9-8-4. Notice and fees for repeated false alarms.**

(1) The fourth alarm false alarm in any 365-day period, shall result in the police department serving a Notice of Repeated False Alarm to the owner of the premises where the alarm system has been activated. The notice will indicate the alarm activation and direct the owner to correct the cause of the alarm, and provide warning that subsequent alarms may result in the assessment of fees.

(2) Upon the activation of the fifth false alarm in a 365-day period, the police department will serve a civil citation to the owner of the premises where the alarm system has been activated, punishable as follows in any given 365-day period:

(a) first citation: \$100 fine;

(b) second citation: \$250 fine; and,

(c) third and subsequent citations: \$500 fine.

#### **9-8-5. Appeals.**

(1) An owner may appeal a Notice of Repeated False Alarms or a civil citation in writing and shall set forth the reasons for the appeal.

(2) All appeals shall be filed with the City Recorder within 10 days of service of the Notice being appealed.

(3) All appeals shall be accompanied with the payment of an appeal fee set forth in the Tooele City fee schedule. Appeal fees shall be returned to the owner if the Notice being appealed is not upheld on appeal.

#### **9-8-6. Collection of fees.**

Tooele City is authorized to use all lawful means to collect fees assessed under this Chapter, including but not limited to direct billing by the City Finance Department, referral to a third-party collection agency, and referral to the City Attorney's Office for civil action.

## TOOELE CITY CORPORATION

### RESOLUTION 2026-24

#### **A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH J-U-B ENGINEERS FOR ADMINISTRATION SERVICES RELATED TO THE TOOELE ROGERS ROAD WELL SITE AND THE SALT SHED CONSTRUCTION.**

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, the City has commenced work on the 2025 Tooele City Wells Project ("Wells 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 City Council previously approved agreements with J-U-B Engineers, Inc., ("JUB") for professional engineering services associated with earlier phases the Wells Project (reference Resolutions 2025-06, 2025-92, and 2026-21); and,

WHEREAS, the City Council previously approved an Agreement with Nelson Brothers Construction Company for construction of a salt shed ("Salt Shed Project") (reference Resolution 2026-02); and,

WHEREAS, in connection with services rendered for the Wells Project, JUB has already been involved in design and engineering considerations related to the Salt Shed Project; and,

WHEREAS, the City now desires to acquire professional services for administration related to the construction of a well on Rogers Road and the construction of the Salt Shed Project; and,

WHEREAS, JUB has proposed to provide the above-described services for the amount of \$49,500 (agreement attached as Exhibit A); and,

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

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

WHEREAS, as a professional 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 TOOELE CITY COUNCIL that the agreement with J-U-B Engineers, Inc., attached as Exhibit A, in the amount of \$49,500, for professional construction administration services related to with the Wells Project (specifically, the Rogers Road well) and the Salt Shed 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)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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

S E A L

Approved as to Form:

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

## Exhibit A

### J-U-B Agreement for Professional Services



# J-U-B ENGINEERS, Inc. AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: \_\_\_\_\_  
J-U-B Project Manager: \_\_\_\_\_

This Agreement entered into and effective this 15 day of April 2026, between Tooele City Corporation, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

### WITNESSETH:

WHEREAS the CLIENT intends to: Tooele Rogers Well Site and Salt Shed Construction Administration hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

### CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications, and upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; 2) appropriate professional interpretations of all of the foregoing; 3) environmental assessment and impact statements; 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws; and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B those items described in **Attachment 1**.

### PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

#### For the CLIENT:

1.	Name	<u>Tooele City Corporation</u>	Work telephone	<u>(435)843-2103</u>
	Address	<u>90 North Main St</u>	Home/cell phone	<u>(801)897-8948</u>
		<u>Tooele UT, 84074</u>	FAX telephone	_____
		_____	E-mail address	<u>nathanf@tooelecity.gov</u>

#### For J-U-B:

1.	Name	_____	Work telephone	_____
	Address	_____	Cell phone	_____
		_____	FAX telephone	_____
		_____	E-mail address	_____

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

**SERVICES TO BE PERFORMED BY J-U-B ("Services")**

J-U-B will perform the Services described in **Attachment 1** in a manner consistent with the applicable standard of care. J-U-B's services shall be limited to those expressly set forth therein, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

**SCHEDULE OF SERVICES TO BE PERFORMED**

J-U-B will perform said Services in accordance with the schedule described in **Attachment 1** in a manner consistent with the applicable standard of care. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B's control.

**BASIS OF FEE**

The CLIENT will pay J-U-B for their Services and reimbursable expenses as described in **Attachment 1**. A ten percent administrative fee will be applied to sub-consultant invoices.

Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered "Additional Services" and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

File Folder Title: \_\_\_\_\_

Remarks: \_\_\_\_\_

**The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of the terms of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2. All other modifications to these terms and conditions must be in writing and signed by both parties.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

**CLIENT:**  
 Tooele City Corporation  
 \_\_\_\_\_  
 NAME  
 90 North Main Street  
 \_\_\_\_\_  
 STREET  
 Tooele UT, 84074  
 \_\_\_\_\_  
 CITY / STATE / ZIP CODE  
 \_\_\_\_\_  
 BY (Signature)  
 \_\_\_\_\_  
 Mayor  
 \_\_\_\_\_  
 NAME / TITLE  
 \_\_\_\_\_  
 Public Works Director  
 \_\_\_\_\_  
 BY (Signature)  
 \_\_\_\_\_  
 ADDITIONAL NAME / TITLE

**J-U-B ENGINEERS, Inc.:**  
 392 E Winchester St, Suite 300  
 \_\_\_\_\_  
 STREET  
 Salt Lake City, UT, 84107  
 \_\_\_\_\_  
 CITY / STATE / ZIP CODE  
 \_\_\_\_\_  
 BY (Signature)  
 \_\_\_\_\_  
 NAME / TITLE  
 \_\_\_\_\_  
*Applicable Attachments or Exhibits to this Agreement are indicated as marked.*  
 **Attachment 1** – Scope of Services, Schedule, and Basis of Fee  
 **Attachment 2** – Special Provisions  
 **Standard Exhibit A** – Construction Phase Services

REV: 4/23

**DISTRIBUTION: Accounting; Project File; CLIENT**

Approved as to Form:

  
 \_\_\_\_\_  
 Tooele City Attorney

## J-U-B ENGINEERS, Inc. TERMS AND CONDITIONS

### GENERAL

All J-U-B Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties. CLIENT, therefore, releases and shall indemnify, defend and hold J-U-B harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.

J-U-B shall not be required to execute any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions. CLIENT acknowledges that subsurface conditions can vary widely between adjacent samples and test points, and therefore J-U-B makes no warranty or other representation regarding soil investigations and characterization of subsurface conditions for the Project.

Any sales tax or other tax on the Services rendered under this Agreement, additional costs due to changes in regulation, and fees for credit card payment transactions shall be paid by the CLIENT.

CLIENT grants J-U-B and its subsidiaries the unrestricted right to take, use, and publish images, or edited images, of the project site and workers for J-U-B's purposes including, but not limited to, website, intranet, and marketing. This right shall survive the termination of this Agreement.

### REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

### CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s)

furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and CLIENT agrees that this intent shall be set forth in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B, and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

If **Standard Exhibit A** – Construction Phase Services is attached, the additional terms contained therein apply to this Agreement.

### OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry.

CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein.

CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect to J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

### TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

CLIENT shall promptly review J-U-B's invoices and shall notify J-U-B in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to J-U-B of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

### TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by

the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

#### **RISK ALLOCATION**

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of J-U-B and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement, award, or verdict, or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars (\$25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less. J-U-B carries professional liability insurance and will provide a certificate of insurance at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by J-U-B, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

#### **HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS**

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

#### **RIGHT OF ENTRY**

The CLIENT shall provide J-U-B adequate and timely access to all property reasonably necessary to the performance of J-U-B and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by J-U-B. Any such costs incurred are CLIENT's sole responsibility.

#### **MEDIATION BEFORE LITIGATION**

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject

of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

#### **LIMITATION PERIODS**

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services.

#### **LEGAL FEES**

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

#### **SURVIVAL**

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

#### **EXTENT OF AGREEMENT**

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of J-U-B when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

#### **SUCCESSORS AND ASSIGNS**

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

#### **CONTROLLING LAW, JURISDICTION, AND VENUE**

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.

#### **CYBER INSURANCE**

CLIENT shall maintain and submit proof of Cyber-Liability insurance coverage with limits no less than \$2M to cover claims, damages, or costs resulting from or related to a cybersecurity incident involving CLIENT's systems that affects J-U-B including, but not limited to, costs incurred by J-U-B resulting from said incident. Whether or not covered by CLIENT's insurance, CLIENT shall indemnify, defend, and hold J-U-B harmless from any claims, damages, or costs related to any cybersecurity incident.



J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, Inc.  
AGREEMENT FOR PROFESSIONAL SERVICES

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Tooele Rogers Well Site and Salt Shed Construcion Administration

CLIENT: Tooele City Corporation

J-U-B PROJECT NUMBER: XX-XX-XXX

CLIENT PROJECT NUMBER: Click or tap here to enter text.

ATTACHMENT TO:

AGREEMENT DATED: Click or tap to enter a date.; or

AUTHORIZATION FOR CONTRACT AMENDMENT #X; DATED: Click or tap to enter a date.

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

**PART 1 - PROJECT UNDERSTANDING**

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

The intent during the construction phase of this Project is for the Engineer to provide services to the Owner to support the administration of construction in accordance with the drawings and specifications established in the Contract Documents. The Project encompasses the comprehensive construction administration for the Rogers Well Site, which includes the installation of a new Salt Shed Facility. This facility consists of an Owner-procured Pre-Engineered Metal Building (PEMB), electrical systems, and all associated equipment and infrastructure required to deliver a complete and operational site. The scope of this work is approximately 70% Rogers Well Site and 30% Salt Shed.

This scope of work provides construction support for the design elements listed above. The project was designed utilizing CM/GC delivery with Nelson Brothers Construction Company. Construction is anticipated to begin spring of 2026. The anticipated construction duration is 3-4 months.

The work breakdown split between J-U-B and subconsultants is generally described below. All subconsultants are managed under J-U-B's contract and their fees are included in this scope of work with the exception of materials testing, special inspections, electrical/instrumentation engineering services, and SCADA programming/integration.

- Overall Project Management: J-U-B
- Site Civil: J-U-B
- Structural: J-U-B
- Electrical: Heath Engineering
- Materials testing and third-party special inspections: (under a separate contract by CONTRACTOR)

**PART 2 - SCOPE OF SERVICES BY J-U-B**

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

**1.1 TASK 100 - PROJECT MANAGEMENT**

**A. Subtask 110: Project Management**

1. Set up project file directory and integrate into accounting software.
2. Provide project updates to CLIENT.
3. Communicate and coordinate subconsultant activities.
4. Oversee project tasks and coordinate with CLIENT representatives to manage the scope, schedule, engineering budget, and engineering support work plan.
5. Invoices will be prepared and submitted to the CLIENT on a monthly basis and will reflect work accomplished during the billing period.
6. Project closeout - Prepare paper and electronic archive, close financial billing and account records.

## **1.2 TASK 200 - CONSTRUCTION PHASE SERVICES – OFFICE ENGINEERING**

### **A. Subtask 210: Project Submittals and Requests for Information (RFIs)**

1. Contractor submittals will be reviewed for general compliance with the Contract Documents and design intent.
2. The number of submittals and resubmittals depends on the competency and management approach of the Contractor, which is beyond the control of the Engineer or the Owner.
  - a. This task assumes 10 submittals and 5 resubmittals at an average review/coordination time of 4 hours each submittal and 2 hours each resubmittal.
3. Respond to RFIs as submitted by the Contractor for general conformance with the Contract Documents.
  - a. This task assumes 4 RFIs with an average review/coordination time of 3 hours each.

### **B. Subtask 220: Change Orders, Work Change Directives, and Field Orders**

1. Clarifications and Interpretations; Field Orders. Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
  - a. This task assumes 2 field orders with an average coordination time of 4.5 hours each.
2. Change Orders and Work Change Directives. Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.
  - a. This task assumes 2 work change directives with an average coordination time of 6 hours each.
  - b. This task assumes 1 change order with an average coordination time of 12 hours each.

### **C. Subtask 230: Review Pay Requests**

1. Applications for Payment. Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts.
  - a. This task assumes 6 pay requests.

### **D. Subtask 240: Subconsultant Tasks**

1. This task also includes time for subconsultants to provide office and field engineering services within J-U-B's overall construction management role. Subconsultants will be contracted directly with J-U-B Engineers.

### **1.3 TASK 300 - CONSTRUCTION PHASE SERVICES – FIELD ENGINEERING**

#### **A. Subtask 310: Construction Staking**

1. Provide construction staking to establish project control for site work and structures. It is assumed this will occur in a maximum of one mobilization.
2. Once the survey staking is completed, it will be the responsibility of the contractor to protect and maintain all staking and controls, as well as provide construction surveying as required to complete the work. Additional mobilizations for surveying are considered an Additional Service.
3. Record Surveying is not included for the project. If required, the Record Surveying would be completed as an Additional Service.

#### **B. Subtask 320: Construction Progress Meetings and Engineering Site Visits**

1. Pre-Construction Meeting: Attend and facilitate an on-site pre-construction meeting with the Owner, GC, and subcontractors to review and discuss administrative procedures, scheduling, and critical work items.
2. Construction Progress Meetings – The Engineering Project Manager will attend biweekly construction progress meetings during periods of site activity to facilitate project communication. It is anticipated a site visit will follow the construction progress meeting to observe as an experienced and qualified design professional the progress and quality of the Work generally conforms to the project design. While the Contractor is off-site, bi-weekly meetings will be conducted via conference call to review progress and disseminate information and questions.
  - a. This item assumes biweekly meetings for the project duration, at 1-hour each and meeting support/site visits monthly at 1-hour each
3. Engineering site visits will be conducted in association with the biweekly construction progress meetings and on an as-needed basis. Additional site visits will be conducted during key construction related activities and/or to resolve issues in the field. Engineering staff will coordinate site visits with the city inspector to inform the design intent and to make decisions in the field.
  - a. This task assumes 2 additional site visits by the engineer for one hours each time during the construction period.
4. Additionally, Engineering staff site visits will facilitate the transfer of field information back to the design team in the office. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed observations of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, recommending additional sampling or testing, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.

#### **C. Subtask 330: Substantial Completion and Final Walkthrough**

1. Substantial Completion. Promptly after notice from CLIENT that contractor considers the Work is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Prepare project "Lists of Items to be Completed or Corrected" (punchlists) as necessary and review correction of deficient work. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
2. Final Notice of Acceptability of the Work. Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor upon completion of all incomplete or deficient work.

#### **D. Subtask 340: Resident Project Representative (RPR/Construction Observation)**

1. RPR services are anticipated based on 4 months of active construction and include travel to and from the project site once for 4 total visits of a 2 hour duration.
2. The RPR may provide representation to a lesser degree as directed by the City. It is understood the City will provide their own field staff for the entirety of this job. It is anticipated the City's field staff will upload daily reports to keep the design team up to date with field progress and potential issues. The Engineer-provided RPR will supplement city staff and provide a direct link to the Engineering team in the office. In the early phases of the project it is anticipated the RPR will not be onsite. During times of active construction the RPR will be on-site on an as-needed basis to observe if that construction is progressing in general accordance with the Contract Documents and on project schedules. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
3. Per IBC requirements, compaction and other special inspections testing for structures (rebar, welding, bolting, fire-blocking, etc.) will be performed by an independent third party to be contracted and paid for by the CLIENT and/or contractor directly. This scope does NOT include material testing and special inspections but does include ENGINEER's review of inspection reports and coordinating repair of deficient Work as identified in the inspection reports.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. General. RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B's PROJECT ENGINEER, and will confer with J-U-B regarding RPR's actions.
2. Conferences and Meetings. When requested by PROJECT ENGINEER to do so, attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.
3. Review of Work and Rejection of Defective Work.
  - a. Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
  - b. Report to PROJECT ENGINEER whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. Advise PROJECT ENGINEER of that part of the Work that RPR believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
4. Inspections, Tests, and System Startups.
  - a. Make recommendations to ENGINEER concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents.)
5. Records.
  - a. Prepare a site visit report or keep a diary or log book generally capturing the following information, as reasonably available to RPR: contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to PROJECT ENGINEER. Site visit reports will be provided for the use of the project team.
  - b. Maintain records for use in preparing documentation of the Work.
  - c. Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to PROJECT ENGINEER and CLIENT.
6. Reports.

- a. Furnish to PROJECT ENGINEER and CLIENT periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
  - b. Report immediately to PROJECT ENGINEER and CLIENT the occurrence of any Site accidents, emergencies, acts of God endangering the Work, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.
7. Payment Request: Review Applications for Payment for compliance with the established procedure for their submission and forward with recommendations to PROJECT ENGINEER and CLIENT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.
8. Certificates, Operation and Maintenance Manuals. During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals, and other data required by the Specifications to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to PROJECT ENGINEER and CLIENT for review.
9. Completion.
  - a. Before issuing a Certificate of Substantial Completion, submit to PROJECT ENGINEER and CLIENT a list of observed items requiring completion or correction.
  - b. Observe whether contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Project.
  - c. Participate in a final inspection in the company of PROJECT ENGINEER and CLIENT and contractor and prepare a final list of items to be completed or corrected with respect to the Work.
  - d. Observe whether all items on final list have been completed or corrected and make recommendations to PROJECT ENGINEER and CLIENT concerning acceptance and issuance of CLIENT's Final Notice of Acceptability of the Work.

The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services.
3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized.
7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
8. Authorize CLIENT to occupy the Work in whole or in part.

**1.4 TASK 400 – PROJECT CLOSEOUT**

**A. Subtask 410: Record Drawings**

1. Review record drawing information provided by contractor and request additional information from contractor as necessary.
2. Integrate contractor's record drawings information and ENGINEER's observations into a Record Drawing set, produced in AutoCAD.

3. Submit record drawings for CLIENT's files (two copies). Hard copy submissions shall be on 11x17 sheets; electronic copies shall be in PDF format.

**A. Subtask 420: Project Closeout**

1. Archive paper and electronic files
2. Communicate project close-out to client
3. Close Financial billing and account records

Assumptions, Exclusions and Work Provided by Others

- A. To better define the scope and responsibilities the following are assumed:
1. Special inspections and materials testing to be provided and paid for by CONTRACTOR.
  2. Documents transmitted in the construction phase will be processed electronically rather than as physical hard copies.
  3. Contractor and supplier submittals, supplier operations and maintenance manuals, as-builts, start-up reports, and other construction-related documents are assumed to be provided during construction by the CONTRACTOR.
  4. This scope of work does not include monitoring compliance with American Iron and Steel (AIS) or Build America, Buy America (BABA) requirements. It also does not include Prevailing Wage Compliance. It is not anticipated compliance with these programs will be required based on the current funding package. Additionally, this scope of work assumes CLIENT will provide all accounting for funding and submit requests for reimbursement from funding agencies, if required.

**PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES**

- A. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
  2. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Service.
  3. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
  4. Additional Services: If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the consent in writing of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:
    - a. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
    - b. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
    - c. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
    - d. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
    - e. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under

- guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
- f. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
  - g. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.
  - h. Public involvement services

**PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES**

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
  - 1. For Lump Sum fees:
    - a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
  - 2. For Time and Materials fees:
    - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
    - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
  - 3. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
- B. **Period of Services**
  - 1. If the planned period of service for the Tasks identified above extend more than one year, J-U-B's billing rates and/or fees for remaining Tasks may be increased to account for direct labor cost, rate table adjustments, or other inflationary increases. If that occurs, an adjustment to the billing rates and/or Fee will be computed based on remaining scope amount times the specific rate increase.
  - 2. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.
- C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.
- D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
100	Project Management	Time and Materials (Ceiling Amount Shown)	\$3,000	March 2026 – August 2026
200	Construction Phase Services – Office Engineering	Time and Materials (Ceiling Amount Shown)	\$26,000	Concurrent with work progress
300	Construction Phase Services – Field Engineering	Time and Materials (Ceiling Amount Shown)	\$18,000	Concurrent with work progress

400	Project Closeout Post Construction Services	Time and Materials (Ceiling Amount Shown)	\$2,500	July 2026 - September 2026
<b>Total:</b>			<b>\$49,500</b>	

**PART 5 - CERTIFICATIONS AND DELIVERABLES**

- A. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com.
- B. The Client understands and agrees that Artificial Intelligence (AI) may be used as a tool on the Project, including but not limited to meeting notes and document editing (along with AI features that are integral to design and other software). Results of AI and software applications will be reviewed and, if necessary, modified by J-U-B prior to submittal as a Deliverable.

**Exhibit(s):**

- Exhibit 1-A: Proposal from subconsultant Heath Engineering dated 1/6/2026
- Standard Exhibit A: Construction Phase Services

*For internal J-U-B use only:*

PROJECT LOCATION (STATE): Tooele, Utah

TYPE OF WORK: City

R&D: No

DISCIPLINE: Wtr/WW Treatment

PROJECT DESCRIPTION(S):

1. Construction Management (C15)
2. Construction Inspection/Observation (T02)



**HEATH**  
Engineering Company

January 6, 2026

Andrew Hobson  
J-U-B Engineers, Inc..  
392 East Winchester Street,  
Suite 300  
Salt Lake City, UT 84107

RE: ENGINEERING SERVICES  
TOOELE CITY SALT SHED CONSTRUCTION SERVICES

Dear Andrew:

Pursuant to your request, we submit the following proposal for engineering construction services for the Salt Shed for Tooele City.

We understand the scope of work to be as follows:

**CONSTRUCTION SERVICES**

Construction services will consist of the following:

1. Review contractor submittals.
2. Answer contractor questions during construction.
3. Visit the site twice during construction.
4. Prepare record drawings from contractor prepared red lines.
5. Review contractor prepared O&M manuals.

We propose a fee on a time and materials basis with budgetary amounts listed for construction services.

Construction Services Phase (Time and Materials)	\$2,500.00
<b>TOTAL ADDITIONAL</b>	<b>\$2,500.00</b>

We trust that the above fees are in order, however, please call if there are any questions. Thank you for allowing us the opportunity of working with you on this project.

Sincerely yours,

Heath Engineering Company

Nolan E. Johnson, P.E.

NEJ/bh



J-U-B ENGINEERS, Inc.  
AGREEMENT FOR PROFESSIONAL SERVICES

**Standard Exhibit A – Construction Phase Services**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

**CONSTRUCTION PHASE SERVICES**

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

*Construction Phase*

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

- Yes    1. *General Administration of the Contract Documents.* Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.  
 No
  
- Yes    2. *Pre-Construction Conference.* Participate in a pre-construction conference.  
 No

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:

Yes  
 No

a. *Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, coordination of selective sampling done by others, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.

Yes  
 No

b. *Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

Yes  
 No

4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

Yes  
 No

5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

Yes  
 No

6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.

Yes  
 No

7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

Yes  
 No

8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.

Yes  
 No

9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).

- Yes  
 No
10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- Yes  
 No
11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- Yes  
 No
12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- Yes  
 No
13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- Yes  
 No
14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.
- Yes  
 No
15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

*General Limitation of Responsibilities.* J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- Yes  
 No
- 1. *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.
- Yes  
 No
- 2. *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.
- Yes  
 No
- 3. *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.
- Yes  
 No
- 4. *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.
- Yes  
 No
- 5. *Defective Work.* Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
- Yes  
 No
- 6. *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.
- Yes  
 No
- 7. *Record Drawings.* Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor.
- Yes  
 No
- 8. *Warranty Inspection.* In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction.
- Yes  
 No
- 9. *Additional Tasks.* Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

## CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

## RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff will provide full-time representation or, if specifically directed by the CLIENT, may provide representation to a lesser degree. RPR is J-U-B's Project Engineer (J-U-B PE) or J-U-B Project Manager (J-U-B PM) representative at the Site, will act as directed by and under the supervision of J-U-B PE or J-U-B PM, and will confer with J-U-B PE or J-U-B PM regarding RPR's actions. The J-U-B PE or J-U-B PM will serve as the official liaison with the CLIENT and the contractor.

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to identify defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with the J-U-B PE or PM, who will communicate with the CLIENT concerning acceptability of such schedules.

3. *Conferences and Meetings.* Attend meetings with the J-U-B PE or J-U-B PM and contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings (but not including Contractor's safety meetings).
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison*
  - a) Serve as J-U-B PE or J-U-B PM's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
  - b) Assist J-U-B PE or J-U-B PM in serving as CLIENT's liaison with Contractor when Contractor's operations affect CLIENT's on-Site operations.
  - c) Assist in obtaining from CLIENT additional details or information, when required for proper execution of the Work.
6. *Interpretation of Contract Documents.* Report to J-U-B PE or J-U-B PM when clarifications and interpretations of the *Contract Documents are needed.*
7. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
8. *Modifications.* Assist the J-U-B PE or J-U-B PM in the evaluation of contractor's suggestions for modifications to Drawings or Specifications and report to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
9. *Review of Work and Rejection of Defective Work.*
  - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
  - b) Report to J-U-B PE or J-U-B PM whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. The J-U-B PE or J-U-B PM will then advise CLIENT of that part of the Work that J-U-B believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
10. *Inspections, Tests, and System Startups.*
  - a) Advise J-U-B PE or J-U-B PM in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
  - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel (as determined by the CLIENT) and that contractor maintain adequate records thereof.
  - c) Observe, record, and report to J-U-B PE or J-U-B PM appropriate details relative to the test procedures and system start-ups.
  - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to J-U-B PE or J-U-B PM.

Nothing in this Agreement will be construed to require RPR to conduct inspections

11. *Records.*
  - a) Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
  - b) When on site, prepare a daily report or keep a diary or log book, generally documenting contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to J-U-B PE or J-U-B PM.

- c) Obtain from the contractor an accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
  - d) Maintain records for use in preparing documentation of the Work.
  - e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to designated recipients.
12. *Reports.*
- a) Furnish to J-U-B PE or J-U-B PM periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
  - b) Present to J-U-B PE or J-U-B PM proposed Change Orders, Work Change Directives, and Field Orders.
  - c) Furnish to J-U-B PE or J-U-B PM copies of all inspection, test, and system startup reports.
  - d) Report immediately to J-U-B PE, J-U-B PM, and CLIENT the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.
13. *Payment Request:* Review Applications for Payment with contractor for compliance with the established procedure for their submission and forward with recommendations to J-U-B PE OR J-U-B PM, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.
14. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, obtain and collate materials and equipment certificates, operation and maintenance manuals, and other data required by the Contract Documents to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to J-U-B PE or J-U-B PM for review.
15. *Completion.*
- a) Participate in J-U-B PE or PM's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
  - b) Participate in J-U-B PE or PM's visit to the Site in the company of CLIENT and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- Observe whether all items on the final punch list have been completed or corrected, and make recommendations to J-U-B PE or PM concerning acceptance and issuance of the Notice of Acceptability of the Work

The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services.
3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by J-U-B PE or J-U-B PM.
7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
8. Authorize CLIENT to occupy the Work in whole or in part.

## CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

## INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.

**TOOELE CITY CORPORATION**

**RESOLUTION 2026-25**

**A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING THE TOOELE CITY PURCHASING AGENT TO DISPOSE OF SURPLUS PERSONAL PROPERTY (FIRE DEPARTMENT)**

WHEREAS, Section VI of the Tooele City Purchasing Policy, Guidelines, and Procedure (“Policy”)<sup>1</sup> provides that “When goods are deemed surplus, outdated, or no longer needed by a department, and are valued at \$100 or more, the Purchasing Agent will recommend the transfer or disposal of the goods. If the Purchasing Agent is recommending disposal, he/she will present a list of all goods valued at \$100 or more to the City Council for approval of disposal”; and,

WHEREAS, Policy Section XI(17) defines “goods” to mean “supplies, materials, equipment, wares, merchandise, and similar items”; and,

WHEREAS, the City is in possession of goods (“Goods”), specifically a **1996 KME 102 Aerial Cat Fire Truck**, which it deems to be surplus to the needs of Tooele City, photographs of the Goods being attached as Exhibit A, and requests the assistance of the Purchasing Agent to dispose of those Goods by resolution presented to the City Council; and,

WHEREAS, the Goods are not evidence in a criminal prosecution, disposed of under UCA Chapter 77-11c, and are not lost or mislaid property in the possession of the police department, disposed of under UCA Chapter 77-11d:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the City Council hereby declares the Goods to be surplus to the needs of Tooele City and hereby authorizes the Purchasing Agent and the City Administration to dispose of the goods through sale, donation, recycling, or other disposal.

This Resolution shall take effect upon passage.

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

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<sup>1</sup> Adopted by Ordinance 2022-27 on August 3, 2022.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(For)

(Against)

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ATTEST:

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

S E A L

Approved as to Form: \_\_\_\_\_  
Matt Johnson, City Attorney

## Exhibit A

### List of Surplus Goods

# 1996 KME 102 Aerial Cat Fire Truck



## City Council Work and RDA Meeting Minutes

**Date:** April 15, 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 (in at 5:37 p.m.)

Jon Gossett

### Excused

Melodi Gochis

### Staff Present

Maresa Manzione, Mayor

Matthew Johnson, City Attorney

Nathan Farrer, Public Works Director

Darwin Cook, Parks and Recreation Director

John Perez, Economic Development Director

Kelley Anderson, Planning Commissioner

Adrian Day, Police Chief

Andrew Aagard, Community Development Director

Shannon Wimmer, Finance Director

Shilo Baker, City Recorder

Loretta Herron, Deputy City Recorder

Minutes Prepared by Teresa Young

### 1. Open City Council Meeting

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

### 2. Roll Call

Jon Gossett, Present

Ed Hansen, (was not present at Roll Call, but arrived and was noted present at 5:37 p.m.)

Dave McCall, Present

Justin Brady, Present

Melodi Gochis, Excused

### 3. Mayor's Report

Mayor Manzione reported that the Tooele Serves Day will be held on May 16 from 9:00 a.m. to noon at the Tooele Valley Historical Museum and Historical Park, also known as the train museum, and encouraged Council members to participate. She also noted that the annual Mayor's Golf Tournament will continue, with proceeds supporting scholarships and grants for local youth programs, and expressed appreciation for the 36 teams participating. Lastly, the Utah Department of Transportation

Trails program has prioritized a feasibility study for a trail connecting Tooele to Stansbury Park, which will go before the Utah Transportation Commission in May. The proposed study is expected to focus on a route along SR-36, and updates will be provided as more information becomes available.

4. **Council Members' Report**

Councilman McCall reported that he attended two ribbon cuttings since the last meeting and noted that he has a Council of Governments meeting scheduled for the following day.

Councilman Gossett advised that he had no items to report.

Chairman Brady reported that he attended the Mayor's staff meeting, expressed appreciation for the work being done by staff, and noted it was helpful to hear about the challenges they are addressing.

5. **Discussion Items**

a. **A discussion on Fees for Repeated False Residential or Business Alarms**

*Presented by Adrian Day, Chief of Police*

Chief Day presented information on repeated false alarms, noting that the Tooele City Police Department responded to 996 false alarms in 2025, with the majority occurring at businesses. He explained that excessive false alarms can lead to alarm fatigue, reduce system effectiveness, and create safety concerns for first responders. He shared examples of how other Utah cities charge fees for repeated false alarms and asked the Council for feedback on implementing a similar law enforcement fee schedule. The Council discussed possible thresholds and timeframes, generally expressing support for a fee structure to encourage addressing recurring issues.

b. **A discussion of Reorganization of Enforcement Provisions for Violations of Tooele City Code Titles 4, 5, 7, and 8**

*Presented by Matthew Johnson, City Attorney*

Mr. Johnson discussed a potential multi-phase project to standardize violation and fine structures across several sections of the city code. He explained that current penalties in Titles 4, 5, 7, and 8 vary widely and proposed creating a more uniform schedule for first, second, and subsequent violations while maintaining the option for criminal enforcement. He also outlined clarifying abatement authority so the City could address certain violations that pose risks to public health and safety, even on private property. The Council discussed the scope of the project, expressed general support for simplifying and standardizing the code, and requested that staff return to a future work meeting with more specific proposals before moving forward.

6. **Closed Meeting**

*~ Litigation, Property Acquisition, and/or Personnel*

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

**Motion: Councilman Gossett moved to proceed into a Closed Meeting.** Councilman McCall seconded the motion. The vote was as follows: Councilman Gossett, "Aye"; Councilman Hansen, "Aye"; Councilman McCall, "Aye"; Chairman Brady, "Aye". There were none opposed. The motion passed 4-0.

The public meeting recessed at 5:52 p.m. The Council reconvened for the Closed Meeting in the Large Conference Room.

Chairman Brady called the Closed Meeting to order at 5:56 p.m.

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

Also, in attendance: Mayor Maresa Manzione; Matt Johnson, City Attorney; Shilo Baker, City Recorder; Adrian Day, Police Chief; Nathan Farrer, Public Works Director; Darwin Cook, Parks & Recreation Director; and Shannon Wimmer, Finance Director.

7. **Adjourn**

Upon conclusion of the Closed Meeting, Chairman Brady adjourned the meeting at 6:34 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 May, 2026

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Justin Brady, City Council Chair

City Council Business Meeting Minutes

**Date:** April 15, 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  
Dave McCall

**Excused**

Melodi Gochis

**Staff Present:**

Maresa Manzione, Mayor  
Matthew Johnson, City Attorney  
Nathan Farrer, Public Works Director  
Darwin Cook, Parks & Recreation Director  
John Perez, Economic Development Director  
Kelley Anderson, Planning Commissioner  
Adrian Day, Police Chief  
Andrew Aagard, Community Development Director  
Shannon Wimmer, Finance Director  
Shilo Baker, City Recorder  
Loretta Herron, Deputy City Recorder

Minutes Prepared by Teresa Young

1. **Pledge of Allegiance**

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

2. **Roll Call**

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

3. **America250 Tribute – Rocky Mountain Power Foundation Presentation**

Nic Jenkins from the Rocky Mountain Power Foundation presented a donation to support the Community Food Drive with James Hunter. The presenter highlighted the organization's volunteer-driven efforts, growth over the years, and the number of families served through holiday meal distributions.

Appreciation was expressed for the community's support and the positive impact the program has had in the Tooele Valley, after which a photo was taken.

4. **Public Comment Period**

Chairman Brady opened the public comment period at 7:05 p.m. Seeing no members of the public coming forward. Chairman Brady closed the public comment period at 7:06 p.m.

5. **Quarterly Economic Development Update**

*Presented by John Perez, Economic Development Director*

Mr. Perez provided the Economic Development third quarter update for January through March 2026, reporting continued commercial growth through multiple new business openings and expansions, including several restaurants and retail tenants at the Macey's Center and Compass Point developments. He noted overall vacancy rates remained stable with only minor fluctuations across retail, office, industrial, and hospitality sectors, reflecting a generally healthy market with ongoing leasing activity.

He also reported continued business recruitment efforts, including multiple RFIs, restaurant and retail leads, and recent project wins such as ElectraFlow and the commencement of operations by Central States Manufacturing and JB Hunt logistics. He highlighted strong momentum in major developments such as Hollywood Plaza, continued interest in the Tooele business park—including a potential light manufacturing project—and ongoing tenant buildouts in key commercial areas.

He concluded by reviewing the Economic Development strategic plan, noting its streamlined format and separate implementation documents, and shared positive social media engagement growth across city platforms, indicating increased visibility and community interest in economic development efforts.

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*

Mr. Johnson explained a minor clarification to Title 6, the animal control code, related to the definition of a "potentially dangerous animal." He noted that during prior revisions, language was updated to better align civil and criminal provisions, but a drafting omission occurred when a conjunction was removed without replacement, creating ambiguity in the code. The proposed amendment simply clarifies the intent by correcting the wording so the definition accurately reflects both criminal violations and other known dangerous behavior. The Council was asked to consider the correction as a technical fix to ensure consistency and clarity in the ordinance.

**Motion: Councilman Hansen moved to approve 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 putting the word "Or" in the ordinance.** Councilman McCall seconded the motion. The vote was as follows: Councilman Gossett, "Aye"; Councilman Hansen, "Aye"; Councilman McCall, "Aye" and Chairman Brady, "Aye". The motion passed 4-0.

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*

Mr. Farrer reported on continued work with J-U-B Engineers to support the city's test wells project. He explained that the agreement will allow the identification and drilling of two test well sites in hopes of locating at least one, and ideally two, viable production water well locations.

**Motion: Councilman Gossett moved to approve 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.** Councilman Hansen seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilman Gossett, "Aye"; and Chairman Brady, "Aye". The motion passed 4-0.

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*

Mr. Farrer reported on a water line replacement project between Vine Street and 100 South to replace an aging line and reconnect existing meters. He stated that, following the bidding process, Newman Construction was identified as the lowest responsible bidder and comes with positive staff and industry references. The Council was informed that the contract is proposed to be awarded for approximately \$247,000, with construction scheduled to begin in early June after school lets out and be completed before school resumes in August.

**Motion: Councilman McCall moved to approve Resolution 2026-22 A Resolution of the Tooele City Council Approving an Agreement with Newman Construction, LLC, for the 200 West Waterline Replacement Project.** Councilman Hansen seconded the motion. The vote was as follows: Councilman Gossett, "Aye"; Councilman Hansen, "Aye"; Councilman McCall, "Aye" and Chairman Brady, "Aye". The motion passed 4-0.

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*

Mr. Cook provided an update on the ongoing HVAC modernization project for City facilities, including City Hall and the library. He explained that the project began approximately four years ago to replace failing boilers and improve system efficiency in phases, starting with City Hall and later extending to the library. The current request involves work by Johnson Controls, a state-approved contractor, at a cost of about \$58,000, which is included in the approved capital improvement budget. He also noted that this work serves as a final preparatory step before the planned installation of a new chiller in the next fiscal year, pending budget approval.

**Motion: Councilman Gossett moved to approve 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.** Councilman Hansen seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilman Gossett, "Aye"; and Chairman Brady, "Aye". The motion passed 4-0.

10. **Invoices & Purchase Orders**

*Presented by Shilo Baker, City Recorder*

Ms. Baker presented a single invoice for Council consideration from Building Dynamics for the purchase of 16.35 acre-feet of water right credits totaling \$327,000.

**Motion: Councilman Hansen moved to approve the invoice.** Councilman McCall seconded the motion. The vote was as follows: Councilman Gossett, "Aye"; Councilman Hansen, "Aye"; Councilman McCall, "Aye" and Chairman Brady, "Aye". The motion passed 4-0.

11. **Minutes**

- ~April 1, 2026, Work Meeting
- ~April 1, 2026, Business Meeting

Chairman Brady advised that one correction had been made since the packet was distributed. He explained that Item 10 was amended to include language clarifying approval of a \$235,000 contingency, ensuring the motion accurately reflected the Council's intent. The Council was then asked to consider the minutes as corrected for approval.

**Motion: Councilman Hansen moved to approve April 1, 2026, Work Meeting Minutes and April 1, 2026, Business Meeting.** Councilman Gossett seconded the motion. The vote was as follows: Councilman Gossett, "Aye"; Councilman Hansen, "Aye"; Councilman McCall, "Aye" and Chairman Brady, "Aye". The motion passed 4-0.

12. **Adjourn**

Chairman Brady adjourned the meeting at 7:24 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 May, 2026

\_\_\_\_\_  
Justin Brady, City Council Chair