

PUBLIC NOTICE

Notice is hereby given that the Tooele City Council will meet in a Business Meeting on Wednesday, February 5, 2025 immediately following the Redevelopment 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, the Tooele City Website www.tooelecitey.gov, and at Tooele City Hall. To request a copy of the public notice or for additional inquiries please contact Michelle Pitt, City Recorder at (435)843-2111 or michellep@tooelecitey.gov.

*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 comment for the public comment period or for a public hearing item, please email cmpubliccomment@tooelecitey.gov anytime up until the start of the meeting. Emails will be read at the designated points in the meeting.*

AGENDA

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Mayor's Youth Recognition Awards**
4. **Public Comment Period**
5. **State Funded Grant for Court Victim Advocates**
Presented by Velynn Matson, Tooele City Victim Advocate
6. **Ordinance 2025-03** An Ordinance of Tooele City Amending Tooele City Code Chapter 5-1 Regarding Business Licensing and Sales Tax
Presented by John Perez, Economic Development Director
7. **Resolution 2025-03** A Resolution of the Tooele City Council Authorizing Payment of a Fee in Lieu of Water Rights Conveyance for Jack in the Box
Presented by John Perez, Economic Development Director
8. **Resolution 2025-04** A Resolution of the Tooele City Council Approving and Ratifying an Agreement with Broken Arrow, Inc., for the Completion 2024 Droubay Road Widening Project
Presented by Jamie Grandpre, Public Works Director
9. **Resolution 2025-06** A Resolution of the Tooele City Council Approving an Agreement with J-U-B Engineers for Professional Engineering Services for the 2025 Tooele City Wells Project
Presented by Jamie Grandpre, Public Works Director
10. **Resolution 2025-05** A Resolution of the Tooele City Council Approving Change Order #7 with Broken Arrow, Inc., for Roadway Improvements at Tooele City Cemetery
Presented by Darwin Cook, Parks & Recreation Director

11. Invoices & Purchase Orders

Presented by Michelle Pitt, City Recorder

12. Minutes

~January 15, 2025 Work Meeting

~January 15, 2025 RDA and Council Business Meeting

13. Adjourn

Michelle Y. Pitt, Tooele City Recorder

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

TOOELE CITY CORPORATION

ORDINANCE 2025-03

AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE CHAPTER 5-1 REGARDING BUSINESS LICENSING AND SALES TAX.

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

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

WHEREAS, Tooele City Code Chapter 5-1 contains the City’s general regulations regarding business licensing; and,

WHEREAS, TCC Chapter 5-1 lacks a requirement for business to present evidence of proper sales tax licensure with the State of Utah; and,

WHEREAS, proper sales tax licensure is critical to Tooele City because without proper licensure the City may not receive the correct business sales tax amounts upon with the City depends for operational revenue:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that TCC Chapter 5-1 is hereby amended as shown in Exhibit A.

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

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this ____ day of _____, 2025.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form: _____
Roger Evans Baker, City Attorney

Exhibit A

Text Amendments (Redline)

TITLE 5. BUSINESS REGULATION TITLE OF TOOELE CITY

- Chapter 1. General Provisions.
- Chapter 2. Auctions and Auctioneers.
- Chapter 3. Closing Sale.
- Chapter 4. Christmas Tree Sales.
- Chapter 5. Public Dance Licenses. Repealed.
- Chapter 6. Home Occupations.
- Chapter 7. Agricultural Vendors; Itinerant or Transient Merchants; Solicitors. Repealed.
- Chapter 7a. Agricultural Vendors; Itinerant or Transient Merchants; Solicitors.
- Chapter 8. Mechanical Devices. Repealed.
- Chapter 9. Vending Machines. Repealed.
- Chapter 10. Pawnbrokers. Repealed.
- Chapter 11. Private Police or Detective. Repealed.
- Chapter 12. Collectors of Garbage and Waste Materials. Repealed.
- Chapter 13. Agricultural Vendors. Repealed.
- Chapter 14. Solicitors. Repealed.
- Chapter 15. Secondhand and Junk Dealers. Repealed.
- Chapter 16. Park Concessions.
- Chapter 17. Uniform Local Sales and Use Tax Ordinance.
- Chapter 18. Utility License Tax.
- Chapter 18a. Municipal Energy and Use Tax.
- Chapter 18b. Mobile Telephone Service Revenue Act. Repealed.
- Chapter 18c. Telecommunication Service Providers Tax.
- Chapter 19. Franchise to Mountain States Telephone and Telegraph Company.
- Chapter 20. Alcohol Licenses.
- Chapter 21. Towing Companies.
- Chapter 22. Ice Cream Trucks.
- Chapter 23. Sexually Oriented Businesses.
- Chapter 24. Telecommunications Rights-of-Way.
- Chapter 25. Transient Room Tax.
- Chapter 26. Mobile Food Businesses.
- Chapter 27. Wireless Communication Services.

CHAPTER 1. GENERAL PROVISIONS

- 5-1-1. Purpose.
- 5-1-2. Definitions.
- 5-1-3. Unlawful to operate without license. Repealed.
- 5-1-4. Responsibility for obtaining license.
 - 5-1-4.1. Sales Tax License.
- 5-1-5. Separate license required for each branch.
- 5-1-6. Duty to display license.
- 5-1-7. Exemptions.
- 5-1-8. Inspections for City code

compliance - Notice of noncompliance - License revocation - Complaints.

- 5-1-9. Preparation, issuance, and listing of licenses.
- 5-1-10. License fees.
- 5-1-11. License additional to all regulatory licenses.
- 5-1-12. Revenue Tax on business in competition with public utilities. Repealed.
- 5-1-13. Revenue Measure. Repealed.
- 5-1-14. Fee payments and proration.
- 5-1-15. Renewal billing procedure.
- 5-1-16. Fee Adjustment to avoid burdening interstate commerce. Repealed.
- 5-1-17. Exemption of insurance companies. Repealed.
- 5-1-18. Time periods.
- 5-1-19. Mistakes in fee calculations.
- 5-1-20. Deviations prohibited.
- 5-1-21. Fee for duplicate license.
- 5-1-22. Refunds.
- 5-1-23. License transfers.
- 5-1-24. Additional application requirements.
- 5-1-25. Particular occupations. Repealed.
- 5-1-26. Bonding. Repealed.
- 5-1-27. Designation of agent for service of process. Repealed.
- 5-1-28. Revocation.
- 5-1-29. Appeal of preliminary revocation determination.
- 5-1-30. Doing business after license denied or revoked. Repealed.
- 5-1-31. Licensing after denial or revocation. Repealed.
- 5-1-32. Powers and duties of City personnel.
- 5-1-33. Violations and penalties.
- 5-1-34. Effect of conviction - Prosecution not barred.
- 5-1-35. Appeals.
- 5-1-36. Separability clause.

5-1-1. Purpose.

Pursuant to powers granted by the State of Utah as set forth in various provisions of the Utah Code Annotated, 1953, as amended, the City of Tooele, Utah, intends by this Title (1) to regulate and license businesses and occupations within its corporate limits, (2) to protect the safety and welfare of business patrons, owners, and employees, and (3) to maintain a current index of licensed businesses and occupations for economic development and other public purposes. (Ord. 2009-16, 03-17-2010) (Ord. 1998-09, 05-06-1998) (Ord. 1983-22, 12-07-1983)

5-1-2. Definitions.

For the purposes of this Title, the following words and phrases shall have the meaning herein prescribed:

Business License Specialist: an employee of the Community Development Department tasked with business license activities under this Title.

City: The municipality of the City of Tooele, Utah.

Contractor: Any person who, for a fixed sum, price, fee percentage or other compensation, other than wages, undertakes with another to improve any building, highway, road, improvement of any kind, other than to personalty or any part thereof; provided, that the term "contractor" as used in this Title shall include any one who builds more than one (1) structure on his own property during any one (1) year for the purpose of sale and shall include subcontractor, but shall not include anyone who merely furnished materials or supplies without fabricating the same into, or consuming the same in the performance of the work of the contractor as herein defined.

Department: the Community Development Department.

Director: the Director of the Community Development Department.

Division: Business license division of the Community Development Department.

Employee: The operator, owner, or manager of a place of business; any person or person employed by an operator, owner, or manager in the operation of a place of business, whether part-time or full-time.

Engage in business or conduct business: Includes, but is not limited to, the sale of tangible personal property at retail or wholesale, the manufacturing of goods or property, and the rendering of services to others for a consideration by persons engaged in any trade, craft, business, or occupation, including doctors, lawyers, accountants, dentists, etc., where a place of business is located within Tooele City. The act of employees rendering services to employers shall not be included in such terms unless otherwise specifically prescribed.

License and Active License: Certificate or document issued by the City evidencing permission or authority to its named holder to engage in, conduct, and carry on a particular business or to pursue a particular occupation within the City.

Licensee: The person to whom a license has been issued pursuant to the provisions of this Title.

Organized event: The Tooele Arts Festival, the Festival of the Old West, and similar such events.

Permit: A written license or instrument issued by the City authorizing and empowering the grantee thereof to some act not forbidden by law but not allowable without such authority.

Person: Any individual or natural person, receiver, assignee, trustee in bankruptcy, trust, firm, partnership, joint venture, corporation, club, company, business trust, association, society or other group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit or otherwise.

Place of business: A location maintained or operated by a licensee within the City from which the licensee engages in business.

(Ord. 2019-26, 11-20-2019) (Ord. 2017-08, 02-15-2017) (Ord. 2017-02, 02-01-2017) (Ord. 2012-27, 12-05-2012) (Ord. 2009-16, 03-17-2010) (Ord. 1998-09, 05-06-1998) (Ord. 1983-22, 12-07-1983)

5-1-3. Unlawful to operate without license.
(Repealed)
(Ord. 2009-16, 03-17-2010)

5-1-4. Responsibility for obtaining license.

(1) It shall be the responsibility of a person engaging in business within the City to apply for, obtain, and maintain in full force and effect a valid license.

(2) The application shall be issued by the Department, and shall contain **at least** the following information: business name, business address, business mailing address and telephone number, business owner's name, **business owner's applicant's** home address and home telephone number,; and one ~~(1)~~ character reference **for the business owner.**

(32) Separate licenses shall not be required for persons who engage in business with others as a partnership or corporation legally constituted.

(43) For organized events, the organizing or sponsoring organization shall obtain the license. Individual businesses participating in the events, with the authorization of the organizing or sponsoring organization, shall not be required to obtain individual business licenses to sell products or otherwise engage in business at the events. The licensed organization shall regulate the number and type of businesses pursuant to the organization's event policies, consistent with any Tooele City policies.

(54) All independent contractors engaged in or conducting business must obtain a business license.
(Ord. 2019-26, 11-20-2019) (Ord. 2017-08, 02-15-2017) (Ord. 2017-02, 02-01-2017) (Ord. 2009-16, 03-17-2010) (Ord. 1983-22, 12-07-1983)

5-1-4.1. Sales Tax License.

A condition precedent to the issuance of a business license shall be the submission of a current State of Utah Sales Tax License for the applying business.

5-1-5. Separate license required for each branch.

A separate license must be obtained for each branch established or separate place of business in which the business of a licensee is carried on. Each license shall authorize the person obtaining it to engage in, carry on, pursue, or conduct only that business described in such license and only at the location which is indicated thereon.

(Ord. 2009-16, 03-17-2010) (Ord. 1983-22, 12-07-1983)

5-1-6. Duty to display license.

Every licensee licensed pursuant to the provision of this Title shall keep the license displayed and exhibited while the same is in force in some conspicuous part of the place of business. Every licensee not having a fixed place of business shall carry such license with him/her at all times while carrying on the business for which the license is issued and shall produce the license for inspection when requested to do so by any person. (Ord. 2009-16, 03-17-2010) (Ord. 1983-22, 12-07-1983)

5-1-7. Exemptions.

(1) Fee Exemptions. The provisions of this Title shall not be deemed or construed to require the payment of a license fee:

(a) by any institution or organization which is conducted, managed, or carried on wholly for the benefit of charitable purposes or from which profit is not derived, directly or indirectly, by any individual, firm, or for-profit corporation;

(b) for the conducting of any entertainment, concert, exhibition, or lecture on scientific, historical, literary, musical, religious, or moral subject, whenever the receipt from such is to be appropriated to any church or school or to any religious or charitable organization within the City;

(c) for the conducting of any entertainment, dance, fraternal, educational, military, state, county or municipal organization or association when the receipts from such are to be appropriated for the purposes and objects for which such association or organization is formed and from which profit is not derived, either directly or indirectly, by any individual, firm or profit corporation.

(2) License Exemption. The provisions of this Title shall not be deemed or construed to require a business license for a business that is operated:

(a) only occasionally; and,

(b) by an individual who is under 18 years of age.

(3) Where Utah statutes exempt certain businesses from local business licensing fees, such business shall not be exempt from the requirement to apply for and obtain a license.

(Ord. 2017-18, 05-17-2017) (Ord. 2009-16, 03-17-2010) (Ord. 2002-05, 04-03-2002) (Ord. 1983-22, 12-07-1983)

5-1-8. Inspections for City code compliance - Notice of noncompliance - License revocation - Complaints.

(1) New businesses. Prior to the issuance of a license to engage in a new business, or for an existing business to conduct business at a new location, the applicant shall permit inspections to be made of the prospective place of business by the appropriate departments of the City or other governmental agency to ensure compliance with building, fire, health and other City codes, ordinances, and regulations. No

license shall be granted without inspections and code compliance.

(2) Existing businesses. Existing places of business licensed within the City may be inspected periodically by departments of the City, annually upon the City's own initiative or upon the City receiving a complaint of alleged noncompliance, for compliance with building, fire, health, and other City codes, ordinances, and regulations.

(3) Notice of noncompliance. Written notice shall be given by the Department to a licensee upon the finding of any code noncompliance, which notice shall provide for a reasonable period not to exceed sixty (60) days in which to correct such noncompliance, the failure of which may result in the revocation of the license by the Department Director, the license non-renewal, or other civil and criminal penalties.

(4) Business license renewal. No business license shall be renewed where a civil, administrative, or criminal proceeding has made a finding of noncompliance with City codes, ordinances, or regulations and all appeal periods have expired. A license may be reinstated or renewed upon the cure of the noncompliance, verified by City inspection. The payment of a business license renewal fee by a noncompliant business shall not estop the City from revoking a business license, or refusing to renew a business license, due to such noncompliance.

(Ord. 2019-26, 11-20-2019) (Ord. 2014-07, 06-04-2014) (Ord. 2009-16, 03-17-2010) (Ord. 1983-22, 12-07-1983)

5-1-9. Preparation, issuance, and listing of licenses.

The Department shall prepare and issue appropriate licenses for every person qualifying therefor under the provision of this Title and shall state in each license the name and address of the licensed business and the period of time for which it is issued. All licenses shall be signed by the Director or the Business Licensing Specialist. The Department shall maintain a list of all persons holding licenses and the status of each such license.

(Ord. 2019-26, 11-20-2019) (Ord. 2009-16, 03-17-2010) (Ord. 1983-22, 12-07-1983)

5-1-10. License fees.

(1) There is hereby levied upon every person engaged in business within the City an annual license fee to be calculated as follows:

(a) Base Fee: \$40.00

(b) Additional Fee: \$3.00 per employee.

(2) The annual business license fee shall not exceed \$1,000.00.

(Ord. 2009-16, 03-17-2010) (Ord. 2003-31, 12-03-2003) (Ord. 1998-09, 05-06-1998) (Ord. 1983-22, 12-07-1983)

5-1-11. License additional to all regulatory licenses.

The license fees imposed by this Title shall be in

addition to any and all other taxes or fees imposed by any other provisions of the Ordinances of the City of Tooele.
(Ord. 2009-16, 03-17-2010) (Ord. 1983-22, 12-07-1983)

5-1-12. Revenue tax on business in competition with public utilities. (Repealed)
(Ord. 2009-16, 03-17-2010)

5-1-13. Revenue Measure. (Repealed)
(Ord. 1998-09, 05-06-1998)

5-1-14. Fee payments.

(1) All license fees shall be paid at the Office of the Department of Finance of the City prior to the license being issued.

(2) The annual license fees provided in this Title shall be due and payable to the City at the times specified, or if not so specified, on the first day of January of each year

(3) Fees shall not be prorated.
(Ord. 2009-16, 03-17-2010) (Ord. 1983-22, 12-07-1983)

5-1-15. Renewal billing procedure.

(1) During December of each year, the Department shall send a statement to each current licensee within the City, calling for the computation by the licensee of a license fee for the next calendar year. The statement shall notify the licensee that payment of the license fee is due no later than January 31 of the new calendar year and that a penalty will be assessed if the fee is not timely paid.

(2) Any fee remaining unpaid as of February 1 shall have added thereto a penalty in the amount of fifty percent (50%) of the total amount of the license fee due.

(3) By March 1 of each year, the Department shall send a final notice to each licensee whose annual license fee remains unpaid. The notice shall inform the licensee that if the fee and accrued penalty are not paid by March 15, the Department will place the license in an inactive status.

(4) If the fee and penalty remain unpaid after March 15, the Department shall notify the licensee by first-class mail that the license is inactive and that the licensee cannot engage in further business within the city until the licensee pays the fee and accrued penalty.

(5) The Business License Specialist is empowered to enter onto business premises during business hours of operation to make observations regarding the activity of a business whose business license has been deactivated or revoked.
(Ord. 2019-26, 11-20-2019) (Ord. 2009-16, 03-17-2010) (Ord. 2006-20, 09-06-2006) (Ord. 1998-09, 05-06-1998) (Ord. 1983-22, 12-07-1983)

5-1-16. Fee adjustment to avoid burdening interstate commerce. (Repealed)

(Ord. 2009-16, 03-17-2010)

5-1-17. Exemption of insurance companies.
(Repealed)
(Ord. 2009-16, 03-17-2010)

5-1-18. Time periods.

The licenses shall be effective for the calendar year in which issued.
(Ord. 2009-16, 03-17-2010) (Ord. 1983-22, 12-07-1983)

5-1-19. Mistakes in fee calculations.

In no event shall any mistakes made by an applicant, a licensee, or the Department in the calculation of a license fee prevent or prejudice the collection by the City of amounts actually due from any person subject to licensing under this Title. Likewise, no such mistakes shall prevent or prejudice the refund to licensees of amounts overpaid by the reason of mistakes.

(Ord. 2019-26, 11-20-2019) (Ord. 2009-16, 03-17-2010) (Ord. 1983-22, 12-07-1983)

5-1-20. Deviations prohibited.

No greater or lesser amounts shall be charged or received for licenses and no license shall be issued for any period of time other than as specifically provided in this Title.
(Ord. 1983-22, 12-07-1983)

5-1-21. Fee for duplicate license.

The Department shall make a charge of ten dollars (\$10.00) for each duplicate license issued to replace any license issued under the provisions of this Title.
(Ord. 2019-26, 11-20-2019) (Ord. 2009-16, 03-17-2010) (Ord. 1983-22, 12-07-1983)

5-1-22. Refunds.

No refund shall be made against any fee for a license issued pursuant to this Title without the written approval of the Director for good cause.
(Ord. 2019-26, 11-20-2019) (Ord. 2009-16, 03-17-2010) (Ord. 1983-22, 12-07-1983)

5-1-23. License transfers.

Upon the written consent of the Business Licensing Specialist endorsed thereon, licenses issued pursuant to the provisions of this Title may be transferred from one place of business to another provided that the licensee remains the same. A transfer fee of ten dollars (\$10.00) shall be paid for each such transfer. There shall be no transfers of licenses from one person to another or from one business to another.
(Ord. 2019-26, 11-20-2019) (Ord. 2009-16, 03-17-2010) (Ord. 1983-22, 12-07-1983)

5-1-24. Additional application requirements.

Other chapters of this Title may require additional license application criteria and information. (Ord. 2023-08, 03-15-2023) (Ord. 2009-16, 03-17-2010) (Ord. 1987-24, 01-02-1988) (Ord. 1983-22, 12-07-1983)

5-1-25. Particular occupations. (Repealed)

(Ord. 2009-16, 03-17-2010)

5-1-26. Bonding. (Repealed)

(Ord. 2009-16, 03-17-2010)

5-1-27. Designation of agent for service of process.

(1) Each licensed business shall be registered with the State of Utah Department of Commerce, Division of Corporations, or successor division.

(2) The owner listed on the business license application shall be considered the agent for service of process or notice given pursuant to this Chapter.

(Ord. 2013-07, 04-17-2013) (Ord. 2009-16, 03-17-2010) (Ord. 1983-22, 12-07-1983)

5-1-28. Revocation.

(1) The issuance of a license under this Title 5 grants a revocable property interest and privilege to engage in business. The licensee agrees, as a condition of license issuance, to operate the licensed business or activity in conformity with the ordinances of the City and all other applicable laws.

(2) Any license issued pursuant to the provisions of this Title may be revoked for one year by the Director for any of the following reasons:

(a) the violation by the licensee of any provisions in this Title;

(b) failure to pay when due any license fee, tax, charge, or penalty provided for in State statute or City ordinance;

(c) falsification of the license application or supporting documentation provided with the license application;

(d) any fraud or misrepresentation of a material fact in the procurement of the license;

(e) noncompliance with building, fire, or health codes;

(f) any conduct at the licensed premises tending to render the licensed premises, business, or activity a private or public nuisance as defined in this Code, or a menace to the health, peace, or general welfare of the City or its inhabitants;

(g) using or possessing for use a false weight or measure or any other device for falsely determining or recording any quantity or quality;

(h) selling, or offering or exposing for sale, commodities that vary from the standard of composition or quality prescribed by any statute that provides criminal penalties for:

(i) deviation from standards set by any

statute;

(ii) deviation from standards set by established commercial usage; or,

(iii) deviation from legal requirements for truthfulness or disclosure in labeling as required by any statute;

(i) activities, under the guise of conducting a business, that are fraudulent, deceptive, or constituting a violation of City ordinance or other law;

(j) failure of the licensee to retain the legal qualifications necessary for the license;

(k) violation of the zoning ordinances governing the licensed business or activity, including parking ordinance requirements;

(l) conviction of a felony or any crime of moral turpitude on or related to the licensed business or activity after the issuance of a license;

(m) refusal to allow City officers or employees to make inspection of the licensed premises during the hours of 8 a.m. to 5 p.m. Monday through Friday;

(n) selling, or offering or exposing for sale, to minors any harmful material, sexually oriented material, or sexual paraphernalia, as defined in Section 11-1-10 of this Code;

(o) violation of any of the terms or conditions of a conditional use permit; and,

(p) any violation of City ordinance or other law relating to the licensed business or activity.

(3) An action or omission constituting grounds for revocation under this Section by an agent, employee, officer, operator, owner, or patron of the licensee or the licensed business or activity shall constitute the action or omission of the licensee.

(4) Notification of the Director's preliminary determination to revoke a business license shall be mailed by the Department by certified U.S. mail to the licensed business at the mailing address identified on the business license application.

(5) Notification of business license revocation shall be mailed by the Department by certified U.S. mail to the licensed business:

(a) if no timely appeal of the preliminary revocation determination was filed, at the mailing address identified on the business license application; or,

(b) if a timely appeal of the preliminary revocation determination was filed, and the determination was sustained by the Administrative Hearing Officer, at the address identified on the appeal.

(Ord. 2019-26, 11-20-2019) (Ord. 2014-01, 01-15-2014) (Ord. 2013-07, 04-17-2013) (Ord. 2012-13, 04-18-2012) (Ord. 2009-16, 03-17-2010) (Ord. 1987-24, 01-02-1988) (Ord. 1983-22, 12-07-1983)

5-1-29. Appeal of preliminary revocation determination.

Appeals of actions taken or decisions made under

this Chapter shall be to the Administrative Hearing Officer.
(Ord. 2014-01, 01-15-2014) (Ord. 2013-07, 04-17-2013) (Ord. 2009-16, 03-17-2010) (Ord. 1983-22, 12-07-1983)

5-1-30. Doing business after license denied or revoked. (Repealed)
(Ord. 2009-16, 03-17-2010)

5-1-31. Licensing after denial or revocation. (Repealed)
(Ord. 2009-16, 03-17-2010)

5-1-32. Powers and duties of City personnel.

The business license specialist and all police officers of the City are hereby appointed inspectors of licenses and, in addition to their several duties, are authorized in the performance of their duties to examine all business places to see that such licenses are valid and that they are posted in a conspicuous place within the place of business or otherwise displayed as required. The business license specialist and all police officers shall have authority to enter, free of charge, during a business' regular business hours, any place of business for which a license is required, and to demand the exhibition of a current license by any person engaged or employed in the conduct of such business. All police officers shall have authority to issue citations and make arrests for the violation of any provisions of this Title.
(Ord. 2023-08, 03-15-2023) (Ord. 2009-16, 03-17-2010) (Ord. 1983-22, 12-07-1983)

5-1-33. Violations and penalties.

(1) It shall be a violation of this Chapter for any person to do any of the following within the City:

- (a) engage in business without first procuring a license;
- (b) engage in business when a license for the business has been revoked, and the revocation appeal period has expired or an appeal has resulted in the revocation being affirmed;
- (c) engage in business when a license has become inactive through the non-payment of applicable license fees and accrued penalties; and,
- (d) fail to display the license at the licensed place of business, or, if there is no fixed place of business, fail to carry the license while engaging in business.

(2) Civil. Unless otherwise provided, a violation of this Chapter is a civil infraction, punishable as follows:

- (a) first violation: \$100 fine;
- (b) second violation: \$250 fine;
- (c) third and subsequent violations: \$500 fine.

(3) Criminal. In addition to the civil penalties provided in this Section, a violation of this Chapter may be charged and prosecuted as a class C misdemeanor.

(Ord. 2024-22, 08-21-2024) (Ord. 2009-16, 03-17-2010) (Ord. 1998-09, 05-06-1998) (Ord. 1983-22, 12-07-1983)

5-1-34. Effect of conviction - Prosecution not barred.

The conviction and punishment of any person for engaging in business without a license shall not excuse or exempt such person from the payment of any license fees due or unpaid at the time of such conviction; and nothing herein shall prevent a criminal prosecution for any violation of the provisions of this Title.
(Ord. 2009-16, 03-17-2010) (Ord. 1983-22, 12-07-1983)

5-1-35. Appeals.

(1) The administrative hearing officer shall hear and decide appeals from civil citations issued for violations of this Chapter.

(2) A person desiring to appeal a civil citation shall file the appropriate application, obtained from the Tooele City Community Development Department, with the Department Director. Any applicable fee shall be paid to the Tooele City Finance Department at the time of filing. The Director shall review the application for completeness and fee payment and forward it to the City Recorder, who shall set a hearing with the administrative hearing officer. The City Recorder shall notify the applicant of the date and time of the hearing.

(3) The powers and duties of the administrative hearing officer and the standards of review to be followed in deciding appeals are identified in Tooele City Code Chapter 1-28.
(Ord. 2024-22, 08-21-2024)

5-1-36. Separability clause.

If any subsection, sentence, clause, phrase or portion of this Title, including but not limited to any exemption, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Title. The City Council of the City of Tooele hereby declares that it would have adopted this Title and each subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more subsections, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.
(Ord. 2024-22, 08-21-2024) (Ord. 1983-22, 12-07-1983)

TOOELE CITY CORPORATION

RESOLUTION 2025-03

A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING PAYMENT OF A FEE IN LIEU OF WATER RIGHTS CONVEYANCE FOR JACK IN THE BOX.

WHEREAS, Tooele City Code Chapter 7-26 governs the exaction by Tooele City of water rights as a condition of land use approval (see also UCA 10-9a-508); and,

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

WHEREAS, on November 1, 2023, the City Council approved Resolution 2023-93, adopting an updated fee-in-lieu of water rights conveyance policy referred to in TCC 7-26-2(2), with an effective date of November 1, 2023 (with the original policy being adopted in 2007) (see the November 1 policy attached as Exhibit B); and,

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

- The number of acre-feet of water rights requested.
- The availability of City-owned water rights and corresponding water sources.
- The number of jobs the development is anticipated to create, together with the nature of the jobs (e.g., full-time) and job compensation (e.g., wage levels, benefits).
- The amount of sales tax the development is anticipated to generate.
- The amount of property tax the development is anticipated to generate.
- The anticipated environmental, social, and community impacts of the development.

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

WHEREAS, Tooele City received from Jasmin Santos with C33 Group, representing Jack in the Box (“Project”), requesting the allocation of 1.01 acre-feet of City-owned municipal water rights credits to the Project, or, in other words, requesting to pay the fee-in-lieu rather than convey water rights for the Project (see the letter attached as Exhibit A); and,

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

- The Project requests 1.01 acre-feet of water.
- The creation of an estimated 18-25 full-time jobs, with annual remuneration matching the average fast-food establishment.
- The generation of new sales tax and commercial activity with annual expected retail sales of approximately \$1.9 million.

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that, in light of the legislative policies and considerations discussed above, the City Council hereby authorizes the payment of the fee-in-lieu of water rights for the Project, for up to 1.01 acre-feet of municipal water rights, for the fee amount established in the November 1 policy of \$35,000 per acre-foot.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2025.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

TOOELE CITY MAYOR

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

Exhibit A

Fee in Lieu Analysis for Jack in the Box

PAYMENT IN LIEU OF WATER RIGHTS REQUEST

To: Tooele City Council
Attn: John Perez
Date: 1/20/2025
From: Wasatch Seasons Properties II, LLC

Subject: "Jack in The Box"- Payment In Lieu of Water Rights
Address: 600 N and Main Street

Dear Tooele City Council,

This letter is written to request payment in lieu of water rights for the proposed "Jack In the Box" fast food restaurant located at 600 N and Main St in the amount of \$35,350 net cost based on the calculations below:

	Landscape Water Right Requirement	
	0	s.f.
	0.00	acres
	2	Water Duty (AF/Net Acre)
	0.00	AF
	Interior Water Right Requirement	
	1.01	AF
	Total Water Right Requirement	
Total	1.01	AF
	\$35,000	Payment in Lieu (\$/acre foot)
	\$35,350	Net Cost

Furthermore, the restaurant will employ 18-25 personnel at an average remuneration of Utah's current minimum wage. The annual projected brand sales are \$1.9 million dollars. Please let me know if you have any more questions, thank you!

Best,
Adam Chez



CEO, Wasatch Seasons Properties II, LLC

Exhibit B

November 1, 2023, Fee-in-lieu Policy



City Council Policy

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

Effective Date: November 1, 2023

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

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

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

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

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

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

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

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

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

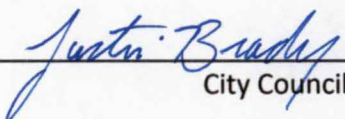
Sunset for Non-residential Projects.

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

General.

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

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



City Council Chair

TOOELE CITY CORPORATION

RESOLUTION 2025-04

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AND RATIFYING AN AGREEMENT WITH BROKEN ARROW, INC., FOR THE COMPLETION 2024 DROUBAY ROAD WIDENING PROJECT.

WHEREAS, on March 20, 2024, the City Council approved Resolution 2024-24, approving an agreement with Advanced Paving and Construction, LLC, for the 2024 Droubay Road Widening Project (the "Project"); and,

WHEREAS, grants monies acquired in connection with the Project place the completion of the project on a timeline; and,

WHEREAS, there remain improvements yet to be completed for the Project which the City will not complete using Advanced Paving; and,

WHEREAS, the City Administration recommends contracting with a different contractor for the timely completion of those remaining improvements; and,

WHEREAS, Broken Arrow, Inc., has submitted a cost proposal of \$129,988.77 for those remaining improvements (attached as Exhibit A); and,

WHEREAS, Broken Arrow's cost proposal is within the budget amount originally approved in connection with Resolution 2024-24, which budget amount was based on the lowest responsible responsive bid; and,

WHEREAS, in addition, the timely completion of the remaining improvements is sufficiently urgent in light of all the facts and circumstances so as to constitute emergency repairs, in which case "No competitive quotes or bids [are] required" (see Purchasing Policy and Procedures, Section III.A.5.); and,

WHEREAS, the City Administration requests an additional appropriation of 5% in the amount of Six Thousand Five Hundred Dollars (\$6,500.00) as contingency for change orders for changed conditions which may arise during the Project, as reviewed and approved by the Mayor:

- NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that
1. the agreement attached as Exhibit A with Broken Arrow, Inc, is hereby approved and ratified, in the amount of \$129,988.77, for completion of the 2024 Droubay Road Widening Project; and,
 2. an additional \$6,500.00 contingency is hereby approved, which may be used for changed conditions as reviewed and approved by the Mayor.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this _____ day of _____, 2025.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

EXHIBIT A

Broken Arrow, Inc.
Agreement



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter "City"), and Broken Arrow of 8960 Clinton Landing Road Lake Point, Utah 84074, a corporation, (hereinafter "Contractor") enter into this Agreement on the 22nd day of January, 2025 (the "Effective Date").

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

1. Services (Scope of Work). The Contractor shall provide the following services to the City:
Droubay Road Improvements according to the attached estimate
2. Disclaimer of Right of Control. Contractor shall perform its duties competently. The City disclaims any right to control the Contractor's performance of the Services.
3. Compensation.
 - a. Rate. The City shall pay the Contractor the sum of \$129,988.77 for fully performing the Services, pursuant to invoice.
 - b. Total Cost Contract. This Agreement is a "Total Cost Contract." The contract Rate includes all costs and expenses associated with the provision of the Services.
 - c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.
4. Term of Agreement. Contractor shall fully perform the Services by April 30, 2025.
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
 - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$1,000,000. Contractor shall list the City as an additional insured on endorsements issued under its liability insurance policy. Contractor shall require that all of its subcontractors list the City as an additional insured on endorsements issued under their respective liability insurance policies, with respect to the Services rendered under this Agreement.
 - b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any intentional or negligent act or omission of Contractor and/or its agents and subcontractors arising out of or related to this Agreement.
 - c. Contractor Workers' Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. In the alternative, assuming eligibility, Contractor may obtain a Workers' Compensation Coverage Waiver from the Utah Labor Commission. Contractor shall verify that all its subcontractors have purchased and do maintain workers compensation insurance for their employees or have obtained an

exclusion, and shall indemnify the City against claims resulting from a failure to obtain and maintain the insurance.

- d. Performance and Payment Bonds. Contractor shall obtain performance and payment bonds in form amount sufficient to the City.
 - e. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance, including all Contractor and subcontractor endorsements, workers compensation insurance or exclusion, and payment and performance bonds to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence required under this section.
 - f. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.
 - g. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.
 - h. Governmental Immunity. The City is a governmental entity subject to the Utah Governmental Immunity Act ("Act"; U.C.A. Chapter 63G-7), and does not waive any procedural or substantive defense or benefit provided by the Act or by comparative legislative enactment, including UCA §63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by the City under this agreement are expressly limited to the amounts identified in the Act.
7. Business License. If required by Tooele City Code §5-1-1 *et seq.*, Contractor shall obtain a Tooele City business license.
 8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.
 9. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated.

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

TOOELE CITY CORPORATION

CONTRACTOR

Debra E. Winn, Tooele City Mayor

Signature
Print Name/Title: _____

Attest:

Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

Roger Evans Baker, Tooele City Attorney

(Revised 10/25/2024)

BROKEN ARROW ESTIMATE

Tooele City - Droubay Road
Improvements

01/22/2025



8960 Clinton Landing Road
Lake Point, UT, 84074

Tooele City Corporation
Jamie Grandpre
90 N. Main Street
Tooele, UT, 84074
(435) 843-2148
jamieg@tooelecity.org

Estimator Contact Information:
Travis Loader
Office: 801-355-0527
Mobile: 435-840-4727
tloader@brokenarrowusa.com

SUMMARY OF SERVICES

Broken Arrow is pleased to submit this estimate for the scope of work outlined below. Our estimate is based upon a site visit and information provided by Jamie Grandpre.

EXCLUSIONS:
CQC Testing & Inspection
Surveying
Permits and/or Bonds
Dewatering
Construction Water

SUMMARY OF BID ITEMS

Description	Total Estimate	Job
100 SITE WORK	\$120,981.68	93.07%
120 MOBILIZATION / PROJECT SUPPORT	\$9,007.09	6.93%
Total Estimate	\$129,988.77	100.00%

Estimate Table

Description	Quantity	Unit	Unit Price	Total Estimate
100 SITE WORK				
Clear & Grub, Grade Out, & Place Landscape Rock (3" Thick) w/4 oz. Nonwoven Fabric (Includes Demo of Existing Tree Stubs)	30,200.00	SF	3.13	94,505.83
Provide & Place Crushed Concrete Road Base @ Gate Approaches (3 Locations)	1.00	LS	4,364.87	4,364.87

BROKEN ARROW ESTIMATE

Tooele City - Droubay Road Improvements

01/22/2025



8960 Clinton Landing Road
Lake Point, UT, 84074

Description	Quantity	Unit	Unit Price	Total Estimate
Provide & Place End Transitions Blocks (16 EA) & Extend Block Wall on West Side of Droubay and Add Another Row on Top (35 EA)	1.00	LS	20,982.34	20,982.34
Remove & Dispose of Existing Railroad Ties/Logs	1.00	LS	1,128.64	1,128.64
120 MOBILIZATION / PROJECT SUPPORT				
Mobilization	1.00	LS	6,249.82	6,249.82
Traffic Control	1.00	LS	2,757.27	2,757.27

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. Broken Arrow Inc. is authorized to proceed with the work as specified. Payments shall follow the contract terms upon an executed contract. otherwise, all payments on completed work will be net 30 days. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Late payments shall be subject to a 2% monthly (24 % annual) interest fee. All collection costs incurred on delinquent account shall be paid by the customer.

Approved By: _____

Date: _____

Michelle Pitt

From: Justin Brady
Sent: Wednesday, January 22, 2025 6:07 PM
To: Michelle Pitt
Subject: Re: Broken Arrow Estimate

I approve.

Thank you,

Justin Brady

Sent from my iPhone

On Jan 22, 2025, at 3:03 PM, Michelle Pitt <MPitt@tooelecity.gov> wrote:

Council,

We have had some issues with getting the Droubay Road Widening Project completed. In order to finalize this project, we would like to pay Advanced Paving for the work they have done and start working with a new vendor, Broken Arrow. I have attached a copy of an estimate from Broken Arrow for \$129,988.77. There is money left in this line item to cover this amount. This project is eventually going to be reimbursed through a grant, but we need to complete the project in time to submit the grant for reimbursement. If you agree to this expenditure through Broken Arrow, could you please email me back as soon as you can and then we will bring this back to you for ratification at our next Council meeting on February 5th.

Let me know if you have any questions.

Thanks so much,
Michelle

<Park's Scanner_20250122_144138.pdf>

Michelle Pitt

From: Maresa Manzione
Sent: Wednesday, January 22, 2025 3:15 PM
To: Michelle Pitt
Subject: Re: Broken Arrow Estimate
Attachments: Park's Scanner_20250122_144138.pdf

Yes!
Maresa
Sent from my iPhone

On Jan 22, 2025, at 3:03 PM, Michelle Pitt <MPitt@tooelectricity.gov> wrote:

Council,

We have had some issues with getting the Droubay Road Widening Project completed. In order to finalize this project, we would like to pay Advanced Paving for the work they have done and start working with a new vendor, Broken Arrow. I have attached a copy of an estimate from Broken Arrow for \$129,988.77. There is money left in this line item to cover this amount. This project is eventually going to be reimbursed through a grant, but we need to complete the project in time to submit the grant for reimbursement. If you agree to this expenditure through Broken Arrow, could you please email me back as soon as you can and then we will bring this back to you for ratification at our next Council meeting on February 5th.

Let me know if you have any questions.

Thanks so much,
Michelle

Michelle Pitt

From: Melodi Gochis
Sent: Wednesday, January 22, 2025 3:10 PM
To: Michelle Pitt; City-Council; Debbie Winn
Subject: Re: Broken Arrow Estimate

Michelle,

Acknowledged. I concur with the expenditure to Broken Arrow and finalize payment to Advanced Paving for work on Droubay Road.

Regards,
Melodi Gochis

[Get Outlook for iOS](#)

From: Michelle Pitt <MPitt@tooelectricity.gov>
Sent: Wednesday, January 22, 2025 3:03:42 PM
To: City-Council <City-Council@tooelectricity.gov>; Debbie Winn <dwinn@tooelectricity.gov>
Subject: Broken Arrow Estimate

Council,

We have had some issues with getting the Droubay Road Widening Project completed. In order to finalize this project, we would like to pay Advanced Paving for the work they have done and start working with a new vendor, Broken Arrow. I have attached a copy of an estimate from Broken Arrow for \$129,988.77. There is money left in this line item to cover this amount. This project is eventually going to be reimbursed through a grant, but we need to complete the project in time to submit the grant for reimbursement. If you agree to this expenditure through Broken Arrow, could you please email me back as soon as you can and then we will bring this back to you for ratification at our next Council meeting on February 5th.

Let me know if you have any questions.

Thanks so much,
Michelle



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

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

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

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

CHECK APPLICABLE BOX:

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

Name: _____ Social Security Number: _____

Name: _____ Social Security Number: _____

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

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

Contractor Signature

Date

TOOELE CITY CORPORATION

RESOLUTION 2025-06

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH J-U-B ENGINEERS FOR PROFESSIONAL ENGINEERING SERVICES FOR THE 2025 TOOELE CITY WELLS PROJECT.

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

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

WHEREAS, the City has been awarded a federal grant for the 2025 Tooele City Wells Project (Project), including for well design and development (test well drilling followed by production well development, assuming adequate water quality and quantity); and,

WHEREAS, the City issued a Request for Qualifications and received three responses from qualified Utah engineering firms, which responses the City scored prior to selecting J-U-B Engineers, Inc. (JUB) as its preferred engineer for the Project; and,

WHEREAS, the City Administration recommends entering into an agreement (Exhibit A) with JUB for professional engineering design services associated with the Project, in the amount of \$174,000; and,

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

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

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

WHEREAS, the City has complied with City procurement requirements:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the agreement (Exhibit A) with J-U-B Engineers, Inc., in the amount of \$174,000, for professional engineering services associated with the 2025 Tooele City Wells Project, is hereby approved.

This Resolution is in the best interest of the health, safety, and general welfare of Tooele City and its residents and visitors, and shall become effective immediately upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2025.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

Exhibit A

J-U-B Agreement and Scope of Work



DESIGN PROFESSIONAL AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and JUB ENGINEERS, INC., of 392 East Winchester Street, Suite 300, Salt Lake City, Utah, a corporation, (hereinafter “Contractor”) enter into this Agreement on the 20th of December, 2024 (the “Effective Date”).

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

1. Services (Scope of Work). The Contractor shall provide the following services to the City:
See Attachment A – Scope of Services, Basis of Fee, and Schedule for the Professional Engineering Services 2025 Tooele City Wells Project
2. Disclaimer of Right of Control. Contractor shall perform its duties competently. The City disclaims any right to control the Contractor’s performance of the Services.
3. Compensation.
 - a. Rate. The City shall pay the Contractor the sum of **\$174,000** for fully performing the Services, pursuant to invoice.
 - b. Total Cost Contract. This Agreement is a “Total Cost Contract.” The contract Rate includes all costs and expenses associated with the provision of the Services.
 - c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.
4. Term of Agreement. Contractor shall fully perform the Services by **June 30, 2026**.
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
 - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$250,000. Contractor shall list the City as an additional insured on endorsements issued under its general and auto liability insurance policies.
 - b. Contractor Indemnification. To the extent permitted by law, Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage to the extent caused by any willful misconduct or negligent act or omission of Contractor and its agents arising out of or related to this Agreement. Neither party shall be liable to the other for any indirect, incidental, or consequential damages resulting from this Agreement or related projects.
 - c. Contractor Workers’ Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. In the alternative, assuming eligibility, Contractor may obtain a Workers’ Compensation Coverage Waiver from the Utah Labor Commission.

- d. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance, including all endorsements, and workers compensation insurance or exclusion to the City within ten (10) days of the Effective Date. The City will not make any payments under this Agreement until it receives from Contractor the evidence of insurance.
 - e. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.
 - f. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.
7. Business License. If required by Tooele City Code §5-1-1 *et seq.*, Contractor shall obtain a Tooele City business license.
 8. Complete Agreement. This Agreement is the only agreement or understanding between the parties, and may be modified or amended only by a written document signed by both parties.
 9. Waiver of Jury Trial. The Parties irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract and the transactions contemplated.

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

TOOELE CITY CORPORATION

CONTRACTOR

Debra E. Winn, Tooele City Mayor

Signature
Print Name/Title:_____

Attest:

Michelle Y. Pitt, Tooele City Recorder

SEAL

Approved as to form:

Roger Evans Baker, Tooele City Attorney



UTAH RETIREMENT SYSTEMS POST-EMPLOYMENT/POST-RETIREMENT RESTRICTIONS ACT CERTIFICATION & RELEASE

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

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

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

CHECK APPLICABLE BOX:

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

Name: _____ Social Security Number: _____

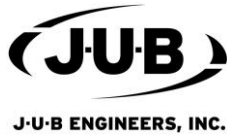
Name: _____ Social Security Number: _____

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

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

Contractor Signature

Date



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

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

PROJECT NAME: 2025 TOOELE CITY WELLS PROJECT

CLIENT: Tooele City Corporation

J-U-B PROJECT NUMBER: 55-25-XXX

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

ATTACHMENT TO:

AGREEMENT DATED: TBD; or

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:

Provide engineering consultation, design, and services during construction for the 2025 Tooele City Wells Project (PROJECT). This PROJECT includes:

1. Design and construct two exploratory boreholes on existing property selected by the City.
2. Evaluate information obtained from the exploratory boreholes.
3. Prepare a preliminary evaluation report (PER) for the borehole deemed most promising.
4. Design and construct a production well on the preferred site, based on the borehole evaluation.

Not part of this scope, but anticipated future services include:

1. Develop the final production well.
2. Design, permit and construct a well house and related appurtenances.
3. Design the second production well (on remaining site), and well house.

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.

A. Task 100: Project Management and Funding Management

1. Subtask 001 – Project Management

- a. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
- b. Conduct project planning and risk assessment.
- c. Coordinate quality assurance / quality control (QA/QC) processes.
- d. Communicate and coordinate J-U-B team activities with kickoff and progress meetings as indicated.
- e. Communicate and coordinate subconsultant activities under J-U-B, if necessary.
- f. Regularly monitor project status, budget and schedule.
- g. During periods of project activity, provide a regular report to CLIENT on project status, budget and schedule.

- h. Provide a monthly invoice including budget status.
- i. Provide ongoing document handling and filing.
- 2. **Subtask 002 – Funding Management and Reporting**
 - a. Funding assistance: Provide support with EPA funding for the project.
 - b. Funding reporting: Prepare and submit funding reports on project status and compliance.
- 3. **Subtask 003: QC Reviews**
 - a. Conduct internal reviews at appropriate phases for quality control and assurance.
- 4. **Subtask 009: Project Closeout**
 - 5. Prepare record drawings, if necessary.
 - a. The record drawings will be prepared based on information gathered during field observations as well as information provided by others. The accuracy or completeness of information provided by others will not be verified by J-U-B.
 - b. If the record drawings will be a public record, J-U-B will grant the public entity with jurisdiction the right to copy and disseminate the hard copy or digital image to those who legitimately request the information in writing. Any release, use, or reuse by the public entity, any individual, or organization, shall be at the public entity's, individual's, and/or organization's sole risk and without liability or legal exposure to J-U-B.
 - c. Any seals of the registrants included on the record drawings will represent that the drafting of the record drawing information was completed by staff under the registrants' responsible charge.
 - 6. Archive paper and electronic files and records.
 - 7. Communicate the project completion to CLIENT and other affected agencies and stakeholders, as required.
 - 8. Close financial billing and accounting records in J-U-B's financial and record-keeping systems.

B. Task 200: Preliminary Evaluation Report

- 1. **Subtask 001: Meetings:**
 - a. Conduct a PER kickoff meeting with the City.
- 2. **Subtask 002: Preliminary Evaluation Report (PER)**
 - a. Develop a comprehensive Preliminary Evaluation Report for the designated site, summarizing findings and recommendations.
 - b. Prepare project notification for well drilling.
 - c. Submit the well drilling plan to Division of Drinking Water (DDW) for review.
 - d. Prepare project notification for well equipping.
 - e. Submit the well equipping plan to the DDW for review.

C. Task 300: Well Design and Bidding Assistance

- 1. **Subtask 001: Design Meetings - Well Drilling - 2 exploratory boreholes**
 - a. Attend Well drilling kick-off meeting / site visit.
 - b. Communicate internal and subconsultant activities with regular design meetings.
 - c. 30% review meeting w/client.
 - d. 90% review meeting w/client.
- 2. **Subtask 002: Design Meetings - Well Drilling – Production Well**
 - a. Attend Well drilling kick-off meeting / site visit.
 - b. Communicate internal and subconsultant activities with regular design meetings.
 - c. 30% review meeting with client.
 - d. 90% review meeting with client.
- 3. **Subtask 003: Pilot Well No. 1 Design**
 - a. Prepare 30% design – conceptual design.
 - b. Prepare 60% design – detailed design.
 - c. Develop and finalize technical specifications for Pilot Well #1.

- d. Prepare 90% design – final design.
 - e. Perform QA/QC.
 - f. Prepare 100% design / bid set.
 - g. Publish and transmit documents to City.
4. **Subtask 004: Pilot Well No. 2 Design**
- a. Prepare 30% design – conceptual design.
 - b. Prepare 60% design – detailed design.
 - c. Develop and finalize technical specifications for Pilot Well #2.
 - d. Prepare 90% design – final design.
 - e. Perform QA/QC.
 - f. Prepare 100% design / bid set.
 - g. Publish and transmit documents to City.
5. **Subtask 005: Production Well Design**
- a. Prepare 30% design – conceptual design.
 - b. Prepare 60% design – detailed design.
 - c. Develop and finalize technical specifications for Production Well.
 - d. Prepare 90% design – final design/agency review set.
 - e. Perform QA/QC.
 - f. Prepare 100% design / bid set.
 - g. Publish and transmit documents to City.
6. **Subtask 006: Bidding Assistance – Test Wells**
- a. Respond to questions during the bid phase—CLIENT advertise.
 - b. Issue addenda during the bid phase (up to 2).
 - c. Attend a pre-bid meeting.
 - d. Attend bid opening.
 - e. Review bids, prepare bid tabulation, and evaluate bids.
 - f. Recommend of award to client.
 - g. Work with client on award of contract.
 - h. Prepare executed agreement.
 - i. Issue Notice to Proceed.
7. **Subtask 007: Bidding Assistance – Production Well**
- a. Respond to questions during the bid phase—CLIENT advertise.
 - b. Issue addenda during the bid phase (up to 2).
 - c. Attend a pre-bid meeting.
 - d. Attend bid opening.
 - e. Review bids, prepare bid tabulation, and evaluate bids.
 - f. Recommend of award to client.
 - g. Work with client on award of contract.
 - h. Prepare executed agreement.
 - i. Issue Notice to Proceed.
8. Deliverables:
- a. One electronic pdf of the following, at each milestone.
 - i. Test Well Drawings and Specifications.
 - ii. Production Well Drawings and Specifications.
 - b. One electronic pdf of the PER, draft and final.

D. Task 400: Well Drilling Services During Construction

1. **Subtask 001: Pilot Well Drilling Administration (2 wells drilled consecutively)**
- a. Prepare conformed documents.
 - b. Submittal reviews, two per well, total of four responses.
 - c. Perform construction staking.
 - d. Attend pre-construction meetings, one for each pilot well.

- e. Conduct biweekly well drilling progress meetings (virtual) for eight weeks (four total).
 - f. Provide well site services for wells no. 1 and 2.
 - g. Review and process pay requests, three per well (six total).
 - h. Prepare the pilot well construction report.
2. **Subtask 002: Production Well Drilling Administration**
- a. Prepare conformed documents.
 - b. Submittal reviews, two total.
 - c. Perform construction staking.
 - d. Attend the pre-construction meeting.
 - e. Provide well site services including:
 - i. Monitor materials and methods used by driller, mud program monitoring.
 - ii. Evaluation of drill cuttings
 - iii. Prepare lithologic log.
 - iv. Recommendations for well development
 - v. Aquifer testing monitoring.
 - vi. Water quality sampling, chain of custody, and lab delivery
 - f. Attend three site visits.
 - g. Conduct biweekly well drilling progress meetings (virtual) for 20 weeks (ten total).
 - h. Review and process monthly pay requests, five total.
 - i. Prepare the production well construction report.

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 site access.
 - 2. Negotiate land purchase on approved test well site.
- B. **Additional Services** - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:
- 1. Geotechnical evaluation of existing well sites (future well house task)
 - 2. Topographic survey of proposed well sites (future well house task)

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.
- 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 and Funding Management	Lump Sum	\$12,000	Concurrent with work progress Assume award by February 15, 2025
200	Site Evaluation and PER	Lump Sum	\$31,000	Concurrent with work progress
300	Well Design and Bidding Assistance	Lump Sum	\$35,000	Test Well Bidding: April 2025 Production Well Bidding: 45 days after PER and test wells completed.
400	Well Drilling Administration and Construction Services	Time and Materials (Estimated Amount Shown)	\$96,000	Production Well anticipated complete June 30, 2026
Total:			\$174,000	

E. Exhibits

1. Standard Exhibit A – Construction Phase Services

F. 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.

For internal J-U-B use only:

PROJECT LOCATION (STATE): UT

TYPE OF WORK: City

R&D: No

GROUP: Water/Wastewater

PROJECT DESCRIPTION(S):

1. Water Resource/Hydrology/Ground Water (W02)
2. Water Supply/Distribution (W03)



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

- 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 2025-05

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING CHANGE ORDER #7 WITH BROKEN ARROW, INC., FOR ROADWAY IMPROVEMENTS AT TOOELE CITY CEMETERY.

WHEREAS, on June 5, 2024, the City Council approved Resolution 2024-50 regarding an agreement with Broken Arrow for improvements to the 1000 North 100 East intersection and roadway; and,

WHEREAS, the City has approved six change orders to the Broken Arrow agreement, three authorized by resolution (see Resolutions 2024-59 and 2024-70) and three not requiring resolution authorization; and,

WHEREAS, the City Administration recommends approval of Change Order #7 to the Broken Arrow agreement, relating to additional roadway improvements, at the Tooele City Cemetery (illustrated by attached Exhibit A); and,

WHEREAS, Change Order #7 is for \$145,850.96 (attached as Exhibit B); and,

WHEREAS, Change Order #7 was not required to be competitively bid under the City's procurement policies because Broken Arrow was the lowest responsible responsive bidder for the original agreement, all change order unit pricing has been the same as under the original agreement, the City requires prompt contractor action to perform the roadway improvements before Memorial day, and Broken Arrow recently completed roadway improvements at the Tooele City Cemetery on DeLaMare Avenue and Gillette Road; and,

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

WHEREAS, the City Administration requests an additional appropriation of about 5%, in the amount of \$7,300.00, as contingency for changed conditions which may arise during the Project, as reviewed and approved by the Mayor:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that Change Order #7 with Broken Arrow, in the amount of \$145,850.96, is hereby approved and ratified, and an additional \$7,300.00 contingency is hereby approved, which may be used for changed conditions as reviewed and approved by the Mayor.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this _____ day of _____, 2025.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, Tooele City Attorney

EXHIBIT A

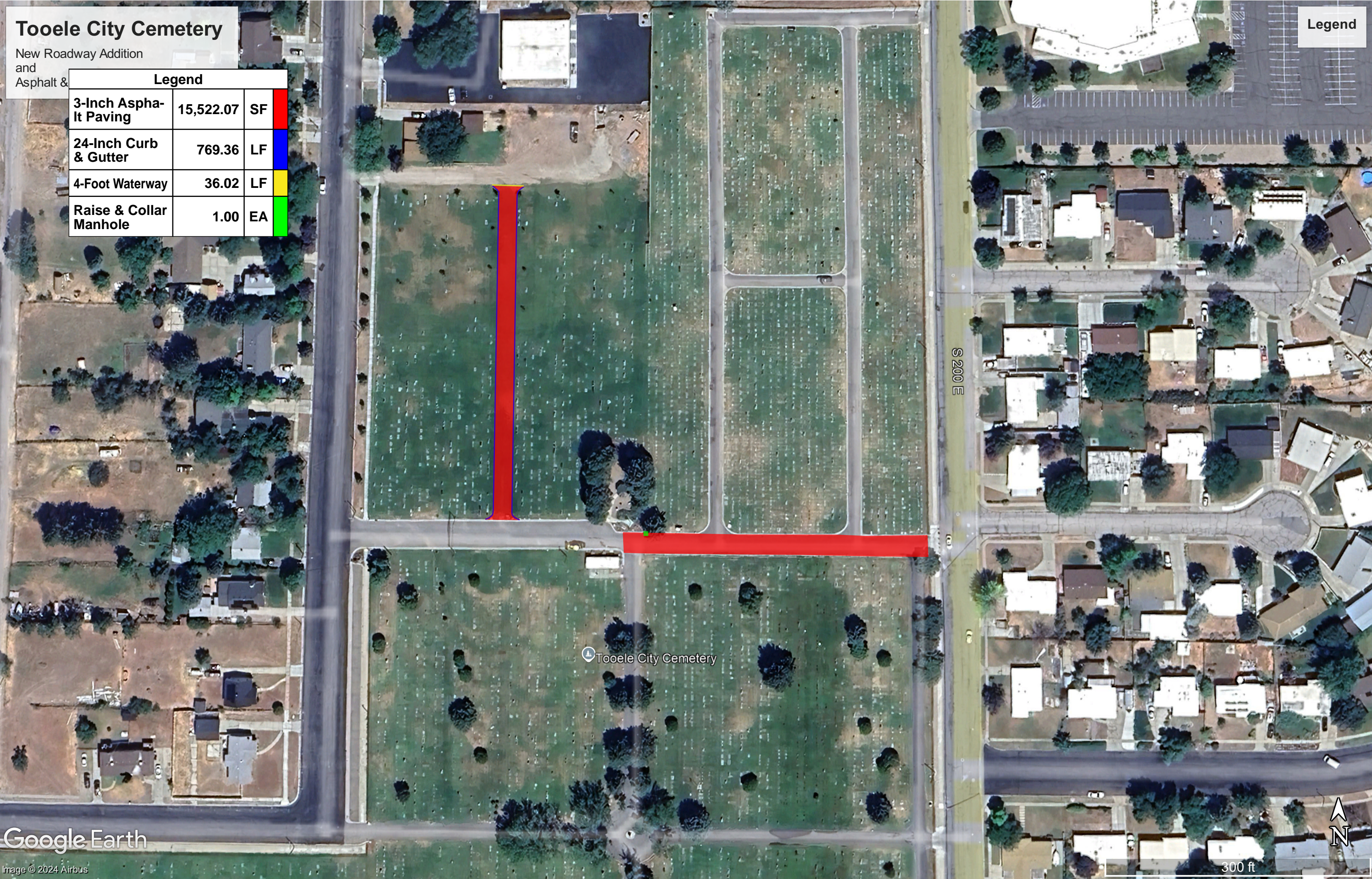
Illustration of Road Improvements -
Tooele City Cemetery

Tooele City Cemetery

New Roadway Addition
and
Asphalt &

Legend		
3-Inch Asphalt Paving	15,522.07	SF
24-Inch Curb & Gutter	769.36	LF
4-Foot Waterway	36.02	LF
Raise & Collar Manhole	1.00	EA

Legend



Tooele City Cemetery

S 200 E

Google Earth

Image © 2024 Airbus



300 ft

EXHIBIT B

Change Order #7



CHANGE ORDER REQUEST FORM

Broken Arrow Inc.
8960 Clinton Landing Road
Lakepoint, Utah 84074
Main Office: (801) 355-0527
Fax Number: (801) 252-7501

Project Manager: Sonny Smith
Contact Number: (435) 241-5888

GENERAL CONTRACTOR

Date: January 27, 2025

TO:

Tooele City Corporation
 90 North Main Street
 Tooele, UT 84074

CHANGE DIRECTIVE NO. 7

Project: 1000 N 100 E Intersection & Roadway Imprc
 JOB #: BC2431
 Address: 1000 N. 100 E., Tooele, UT 84074
 Start Date: July 8, 2024
 Finish Date: TBD

DESCRIPTION

This Change Order references additional work outside of the original contract agreement and/or adjusts items within the current contract agreement. The description includes the following:		
1. ADD - Tooele Cemetery Roadway Improvements As Described In Attached Broken Arrow Estimate (1 LS x \$145,850.96)	\$	145,850.96
Total Amount:		\$ 145,850.96

COST AND DURATION SUMMARY

Original Contract Amount:	\$ 284,550.07	Summary of Orders	Amount	Contract Calendar Days
Previous Change Order(s):	\$ 704,736.96	Change Order No. 1	\$ 156,380.63	Revised Contract Calendar Days
This Change Order:	\$ 145,850.96	Change Order No. 2	\$ (8,547.10)	Previous Finish Date
Adjusted Contract Amount:	\$ 1,135,137.99	Change Order No. 3	\$ 377,017.80	New Finish Date
		Change Order No. 4	\$ 161,461.00	
		Change Order No. 5	\$ 13,499.10	
		Change Order No. 6	\$ 4,925.53	
		Change Order No. 7	\$ 145,850.96	

CONTRACT SUMMARY:

Upon signature approval of this Change Order, the contract is hereby modified to include the changes specified herein, and this change order is hereby made a part of the titled contract. The work shall be performed and completed in accordance with the contract documents and the project schedule shall be adjusted as required to allow sufficient time to complete the additional work. Payment terms shall follow the contract agreement terms. This Change Order shall include labor and materials to complete the work as described. The terms and other provisions of the original agreement and/or purchase order which are not expressly changed above are to remain.

ACCEPTED BY:

 Broken Arrow Inc.

 Date

 Project Owner Representative

 Date

BROKEN ARROW ESTIMATE

Tooele City - Cemetery Roadway
Improvements

12/20/2024



8960 Clinton Landing Road
Lake Point, UT, 84074

Tooele City Corporation
Darwin Cook
90 North Main Street
Tooele, UT, 84074
(435) 843-2109
DarwinC@TooeleCity.org

Estimator Contact Information:
Travis Loader
Office: 801-355-0527
Mobile: 435-840-4727
tloader@brokenarrowusa.com

SUMMARY OF SERVICES

Broken Arrow is pleased to submit this estimate for the scope of work outlined below. Our estimate is based upon information provided by Darwin Cook.

EXCLUSIONS:
Permits and/or Bonds
Dewatering

SUMMARY OF BID ITEMS

Description	Total Estimate	Job
100 SITE WORK	\$52,938.25	36.30%
120 MOBILIZATION / PROJECT SUPPORT	\$7,009.55	4.81%
500 SITE CONCRETE	\$41,277.21	28.30%
650 ASPHALT PAVING	\$44,625.96	30.60%
Total Estimate	\$145,850.96	100.00%

Estimate Table

Description	Quantity	Unit	Unit Price	Total Estimate
100 SITE WORK				
Remove & Dispose of Existing Asphalt	7,557.00	SF	1.26	9,490.86
Remove & Dispose of Road Base/Existing Ground (8" Deep)	18,000.00	SF	1.53	27,552.38
Provide, Place, Grade & Compact A-1-A in Roadway (8" Deep)	18,000.00	SF	0.88	15,895.01

BROKEN ARROW ESTIMATE

Tooele City - Cemetery Roadway Improvements

12/20/2024



8960 Clinton Landing Road
Lake Point, UT, 84074

Description	Quantity	Unit	Unit Price	Total Estimate
120 MOBILIZATION / PROJECT SUPPORT				
Mobilization	1.00	LS	5,514.55	5,514.55
CQC Testing	1.00	LS	833.75	833.75
Traffic Control	1.00	LS	661.25	661.25
500 SITE CONCRETE				
24-Inch Curb & Gutter	769.36	LF	48.08	36,988.85
4-Foot Waterway	36.02	LF	72.76	2,620.86
Raise & Collar Manhole	1.00	EA	862.50	862.50
Curb Tie-ins	2.00	EA	402.50	805.00
650 ASPHALT PAVING				
3-Inch Asphalt Paving AC-20	15,522.07	SF	2.88	44,625.96

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. Broken Arrow Inc. is authorized to proceed with the work as specified. Payments shall follow the contract terms upon an executed contract. otherwise, all payments on completed work will be net 30 days. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Late payments shall be subject to a 2% monthly (24 % annual) interest fee. All collection costs incurred on delinquent account shall be paid by the customer.

Approved By: _____

Date: _____

**TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE**

01/27/25

DESCRIPTION OF EXPENDITURE:

VENDOR: PACIFIC FITNESS PRODUCTS LLC V# 12382

GYM EQUIPMENT FOR FIRE STATION

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

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
FIRE SERVICE FACILITIES	45 4260 722002	350,000.00	55,943.00	30,091.00	263,966.00
					0.00
TOTAL:				30,091.00	

REQUESTED *K. Chief McCoy*
DEPARTMENT HEAD

REVIEWED *Sharon Winner*
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN



Proposal

Date	Proposal #
1/17/2025	52238
Prepared By:	
Erick Anderson eanderson@pac-fit.com (801) 633-1790	

Remit To:
Pacific Fitness Products LLC
12326 Beverly Park Rd #101
Lynnwood WA 98087-1506
425.338.2008, Fax 425.338.3538
orders@pac-fit.com

Qty	Item	Description	List Price	Our Price	Amount
1	ET-KB-050G2	Troy 50 lb Black Cast Iron Kettlebell	95.00	71.00	71.00
1	ET-KB-060G2	Troy 60 lb Black Cast Iron Kettlebell	114.00	86.00	86.00
1	ET-KB-070G2	Troy 70 lb Black Cast Iron Kettlebell	133.00	100.00	100.00
1	ETQ-SBTP-65	Torque Fitness Stability Ball, 65 Cm Torque Pro - Black	36.00	27.00	27.00
1	ETQ-RHDFT-6-36	Torque Fitness Roller, High Density Foam Torque - 6 X 36 Inches	56.00	42.00	42.00
2	ETQ-HMLTF-12.5-101	Torque Fitness Hanging Mat Long, Torque Functional - 12.5 MM Thick, 24" x 72"	102.00	77.00	154.00
1	Assembly & Set-Up	Assembly and Set-Up Charges		1,625.00	1,625.00

Additional Notes:			
This Proposal along with the Terms & Conditions of Sale is Authorized on - Date:		Total	\$30,091.00
Authorized Signature: _____ Print: _____			
Prices reflect payment via check or ACH. Credit Card payment is accepted for your convenience at an additional 3%. Please make checks payable to PACIFIC FITNESS PRODUCTS and remit to the Lynnwood address above.			

1-17-25 Requested W9.

VENDOR# 12382
 REQ# _____
 P.O.# 82782
 DEPT# 45-4260-722002
 DATE: 1-17-25
 AMOUNT: \$30,091.00
 SIGNATURE: [Signature]

1/17/25 Vendor On State Contract approved RST per Chief McCoy. MA4127 Pacific Fitness Products LLC



Proposal

Date	Proposal #
1/17/2025	52238
Prepared By:	
Erick Anderson eanderson@pac-fit.com (801) 633-1790	

Remit To:
Pacific Fitness Products LLC
12326 Beverly Park Rd #101
Lynnwood WA 98087-1506
425.338.2008, Fax 425.338.3538
orders@pac-fit.com

Bill To		Ship To	
Tooele Fire Station #3 145 East 1000 North Tooele UT 84074 United States		Tooele Fire Station #3 145 East 1000 North Tooele UT 84074 United States	
Order Primary Contact		On-Site Point of Contact	
Matt McCoy (435) 843-2212 mmccoy@tooelectricity.org		Matt McCoy (435) 843-2212 mmccoy@tooelectricity.org	
Proposal Expires	Terms	PO #	Ship Method
2/16/2025	Net 30		Fit Pro Fitness
		Delivery Date	
		2/28/2025	

Qty	Item	Description	List Price	Our Price	Amount
		State Contract, MA4127 , Pacific Fitness Products, LLC CARDIO			
2	EPRCTRM-631-P31-BG	Precor Experience TRM 631 Treadmill: 0.5 to 12 mph, 0 to 15%; P31 Console with Advanced LED Display, Black Pearl Frame	7,095.00	4,967.00	9,934.00
1	EPRCUBK-635-P31-BG	Precor Experience UBK 635 Upright Cycle, P31 Console w/ Advanced LED Display, Black Pearl Frame Strength and Functional	3,145.00	2,202.00	2,202.00
1	EPICW915RUD-BP	Precor Resolute Dual Adjustable Pulley. BP Frame	8,070.00	6,053.00	6,053.00
2	EPIC-V-6117VBR	Precor Vitality™ Flat, Incline, Decline Bench Model 6117, Black Pearl Frame	960.00	720.00	1,440.00
1	EPIC-D-611DBR-BP	Precor Discovery Half Rack Model 611, Black Pearl Frame	2,910.00	2,183.00	2,183.00
1	EPIC-V-6815VBR	Precor Vitality™ 3 Tier, 15 Pair Saddle Tray Rack Model 6815	1,410.00	1,058.00	1,058.00
1	ET-TSD-005-050R	Troy 12-Sided Rubber Encased Dumbbell 5-50 lbs Set (5 lb Increments)	2,139.48	1,605.00	1,605.00
1	ET-TSD-055-075R	Troy 12-Sided Rubber Encased Dumbbell 55-75 lbs Set (5 lb Increments)	2,420.28	1,815.00	1,815.00
1	ET-AOB-1500T	TROY POWER BAR BLK, 7'	566.95	425.00	425.00
1	ET-TOZC-1/2G	Troy 2" EZ on Spring Collar w/Grip, pr.	12.95	10.00	10.00
6	ET-GO-045R	Troy 45 LB Rubber Encased Grip Plate	143.95	108.00	648.00
2	ET-GO-035R	Troy 35 LB Rubber Encased Grip Plate	111.95	84.00	168.00
2	ET-GO-025R	Troy 25 LB Rubber Encased Grip Plate	79.95	60.00	120.00
4	ET-GO-010R	Troy 10 LB Rubber Encased Grip Plate (Does NOT Have Grips)	31.95	24.00	96.00
4	ET-GO-005R	Troy 5 LB Rubber Encased Grip Plate (Does NOT Have Grips)	13.55	11.00	44.00
4	ET-GO-002R	Troy 2.5 LB Rubber Encased Grip Plate (Does NOT Have Grips)	6.78	5.00	20.00
1	ET-KB-010G2	Troy 10 lb Black Cast Iron Kettlebell	19.00	15.00	15.00
1	ET-KB-020G2	Troy 20 lb Black Cast Iron Kettlebell	38.00	29.00	29.00
1	ET-KB-030G2	Troy 30 lb Black Cast Iron Kettlebell	74.70	56.00	56.00
1	ET-KB-040G2	Troy 40 lb Black Cast Iron Kettlebell	86.00	65.00	65.00

PACIFIC FITNESS PRODUCTS LLC

STANDARD TERMS & CONDITIONS

1. AGREEMENT: The terms and conditions of sale shall constitute a Sale Agreement between Pacific Fitness Products LLC. (hereinafter referred to as PFP) and Customer for all products and services to be provided by PFP to Customer, and no other terms and conditions and no modifications or amendments thereof shall be binding upon the parties unless consented in writing by PFP. Customer will review and sign a Sales Proposal to initiate orders for products and services, however any terms and conditions on such form which are in addition to or inconsistent with the terms and conditions of this Agreement shall be deemed to have been stricken for such orders.

2. DELIVERY: PFP will use its best efforts in the ordinary course of its business to effect deliveries as specified, however in no event, shall PFP be liable for any damages, consequential or otherwise, arising from any failure of PFP to meet any delivery date. Unless otherwise requested by Customer, delivery will be made by PFP's Delivery Team or an authorized 3rd Party Delivery Company selected by PFP or in the case of drop ship orders, a common carrier selected by PFP. Delivery of equipment will take place only if the original sales proposal has been signed by an authorized representative of the Customer. The Customer agrees to accept delivery of goods on a mutually agreed upon date, based on product availability and location readiness. In the event customer is unable or unwilling to accept installation within the time frame agreed upon above, customer agrees to arrange to store goods and remit payment as per the terms of this agreement. If PFP is willing to provide assistance in storage of equipment, the same shall be stored at prevailing market rates. PFP will make its best effort to accommodate customer's needs once a new timetable for delivery is established, however cannot guarantee reschedule date availability. In no event will PFP be liable for any loss, damage, or expense due to late delivery or damage caused by contracted delivery companies or carriers. Customer's notice of delivery schedule cancellation must be received by PFP no less than three (3) workdays prior to the confirmed delivery date and time.

Detailed Terms of Delivery

Pacific Fitness Products delivery fees include one (1) trip for delivery, installation, product placement, testing and trash removal.

Entertainment Programming, 1 return trip No Fee - each additional return trip will be \$200.00.

The following utilities: electric, internet, cable, must be functioning at the time of delivery to avoid additional return visits.

Pacific Fitness Products schedules deliveries 3 weeks in advance. If a rescheduled delivery is canceled anytime within the 3-week period before the scheduled date, the next delivery date may be a minimum of 3 weeks from the date of reschedule.

The following additional fees may occur due to the lack of readiness if resulting in scheduling conflicts or cancellations.

Late cancellation with less than 3 days notice for delivery: \$150

If a confirmed scheduled delivery is **canceled the day before or day of, due to lack of facility readiness there will be additional fees for redelivery and storage of equipment.**

Re-delivery/return visit rates due to lack of readiness start at \$395.

Storage rates after 30 days: \$2.50/per day per pallet

3. PARTIAL SHIPMENT: PFP reserves the right to make partial shipments of products ordered by Customer as such products become available for shipment and may invoice separately for each shipment. Partial shipment of products shall not relieve Customer from Customer's obligation hereunder to accept shipments of the remainder of the order.

4. RISK OF LOSS: Title and risk of loss shall pass to Customer upon PFP's delivery of the equipment to a common carrier, authorized 3rd party delivery firm or to Customer.

5. PAYMENT: Unless otherwise indicated, the terms of payment are as they appear on the signed sales proposal and or sales order documents. PFP reserves the right to require full or partial payment in advance of all or any part of the purchase price of any product or service listed on accepted proposal/order. PFP shall invoice Customer for the purchase price of each of the products shipped and services pursuant to this Agreement, which invoice may also reflect charges for freight, handling, taxes, delivery and other amounts payable to PFP hereunder. All amounts specified in any such invoice shall be paid by Customer to PFP within thirty (30) days from the date of the invoice or as indicated on the original proposal or sales order. Any amounts due hereunder from Customer and not paid within thirty (30) days or agreed upon due date thereon shall bear interest at the lesser of the rate of one and one-half percent (1 ½ %) per month or the maximum rate permitted by applicable law. Such interest shall be in addition to and without limitation of any other rights or remedies which PFP may have under this Agreement or at law or in equity. PFP shall have the right and option to withhold service and parts. Customer agrees to pay any attorney's fees and costs incurred by PFP in the collection of any delinquent amounts due under this Agreement. Customer shall be responsible for all taxes arising out of or related to the provision of products and services ordered, including but not limited to sales, use and excise taxes, unless proper tax-exempt paperwork is provided during the proposal period. Such taxes shall be in addition to the sales price unless otherwise provided.

6. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Washington and the exclusive forums for the resolution of any disputes hereunder shall be Washington state courts in the County of Snohomish, or federal courts in the State of Washington.

7. RETURNS: New, unused Finished Goods/Product currently sold by PFP may, but only with prior written authorization be returned. In no case is any equipment to be returned without a proper Return Authorization (RA). RA's must be assigned and approved. They can be obtained by contacting your Sales Representative or by calling our corporate office at 800-495-2008, hours of operation are 8:00 AM- 4:00 PM Pacific Time.

PFP assumes no responsibility for damage caused by shipping or improper packaging, and all items being returned must be received by PFP in the same condition as when it was originally shipped/delivered to the Customer. Items being returned from the Customer's site will be handled by the original delivery company and will be prepaid by the Customer. Each returned item is subject to a 10% to 30% restocking fee of the purchase price of such product. Orders canceled after shipment from the vendor to PFP or after production begins for built to order product are subject to a 20% restocking fee of the purchase price. Any purchase orders in progress including without limitation, all costs, expenses and liabilities (including cancellation charges) incurred by PFP as a result of such termination.

Michelle Pitt

From: Maresa Manzione
Sent: Monday, January 27, 2025 5:15 PM
To: Michelle Pitt
Subject: Re: Requesting Approval for a PO

Yes, of course.
Maresa
Sent from my iPhone

On Jan 27, 2025, at 4:27 PM, Michelle Pitt <MPitt@tooelectricity.gov> wrote:

Council,

Chief McCoy is asking that you approve an invoice for a PO for Pacific Fitness Products LLC for gym equipment for the new fire station for \$30,091.00. Pacific Fitness Products is on state contract. The reason we are asking you to approve this through email, is that this equipment takes a long time to ship and Chief McCoy is hoping to have this equipment in place for the opening of the fire station. We would bring this back to you at the February 5th council meeting for ratification.

Please let me know if you approve it at this time, with a ratification on the 5th.

Thanks,
Michelle

Dave McCall agreed by phone on 1-29-25.

Michelle Pitt

From: Melodi Gochis
Sent: Monday, January 27, 2025 5:37 PM
To: Michelle Pitt; Debbie Winn; City-Council
Subject: RE: Requesting Approval for a PO

Michelle,

I approve.



Melodi Gochis | Tooele City Corporation

Councilwoman

90 North Main Street | Tooele, UT | 84074

Ph: (435)830-9611

Email: mgochis@tooelecity.gov | Web: tooelecity.gov

Connect with Tooele City: [Facebook](#) | [Twitter](#) | [Instagram](#)

From: Michelle Pitt <MPitt@tooelecity.gov>
Sent: Monday, January 27, 2025 4:27 PM
To: Debbie Winn <dwinn@tooelecity.gov>; City-Council <City-Council@tooelecity.gov>
Subject: Requesting Approval for a PO

Council,

Chief McCoy is asking that you approve an invoice for a PO for Pacific Fitness Products LLC for gym equipment for the new fire station for \$30,091.00. Pacific Fitness Products is on state contract. The reason we are asking you to approve this through email, is that this equipment takes a long time to ship and Chief McCoy is hoping to have this equipment in place for the opening of the fire station. We would bring this back to you at the February 5th council meeting for ratification.

Please let me now if you approve it at this time, with a ratification on the 5th.

Thanks,
Michelle

Michelle Pitt

From: Justin Brady
Sent: Thursday, January 30, 2025 9:33 AM
To: Michelle Pitt
Subject: Re: Requesting Approval for a PO

I approve.

Justin Brady

Sent from my iPhone

On Jan 27, 2025, at 6:27 PM, Michelle Pitt <MPitt@tooelecity.gov> wrote:

Council,

Chief McCoy is asking that you approve an invoice for a PO for Pacific Fitness Products LLC for gym equipment for the new fire station for \$30,091.00. Pacific Fitness Products is on state contract. The reason we are asking you to approve this through email, is that this equipment takes a long time to ship and Chief McCoy is hoping to have this equipment in place for the opening of the fire station. We would bring this back to you at the February 5th council meeting for ratification.

Please let me now if you approve it at this time, with a ratification on the 5th.

Thanks,
Michelle

Tooele City Council and Redevelopment Agency (RDA) Work Meeting Minutes

Date: January 15, 2025

Time: 5:30 pm

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

City Council Members Present

Justin Brady
Melodi Gochis
Ed Hansen
Maresa Manzione
David McCall

City Employees Present

Mayor Debbie Winn
Adrian Day, Police Department Chief
Michelle Pitt, City Recorder
Loretta Herron, Deputy City Recorder
Matt Johnson, Assistant City Attorney
Shannon Wimmer, Finance Director
Paul Hansen, City Engineer
Darwin Cook, Parks and Recreation Director
Planning Commissioner Chris Sloan
Jamie Grandpre, Public Works Director
John Perez, Economic Development Director
Kent Page, City Planner

Minutes prepared by Alicia Fairbourne

1. Open City Council Meeting

Chairman Brady called the meeting to order at 5:30 pm

2. Roll Call

Justin Brady, Present
Ed Hansen, Present
Melodi Gochis, Present
Maresa Manzione, Present
David McCall, Present

3. Mayor's Report

Mayor Winn discussed three recent developments in Tooele City. Tooele Valley Pumping, a long-standing local business, opened a new central office building in Tooele City after 15 years of

operation. This new facility would consolidate their operations and support their growth. Alicia's Bakery, a new establishment at 7 North Main Street, recently opened. It offers extended hours, is run by a family with experience in the bakery business, and celebrated its opening with a festive ribbon-cutting ceremony which included a six-member mariachi band. Chipotle opened its first location at 10th North and Main Street, marking the beginning of further commercial growth in a long-anticipated development area. Mayor Winn encouraged residents to support local businesses, emphasizing their contributions to the community and their role in alleviating the tax burden on residents.

4. Council Members' Report

Councilman McCall mentioned attending the Arts Council meeting, the ribbon cutting events, and other activities. Councilman Hansen highlighted the recent Planning Commission meeting, praising their work, and observed the city's ongoing developments.

Councilwoman Gochis shared her participation in ribbon cutting ceremonies, including Chipotles' opening, and a concert at the Ritz with Carver Louis and other country western artists. She also attended a debriefing of the Tooele County Emergency Management exercise at Tooele High School, acknowledging the efforts of police officers. She noted viewing a Planning Commission meeting via YouTube, appreciating Andrew Aagard's training, and mentioned her upcoming attendance at the Library Board meeting.

Councilwoman Manzione emphasized the Arts Council's \$15,000 grant from Rocky Mountain Power, which funded a stage extension for the Ritz. She encouraged residents to check the Arts Council website for events. She also reported the Planning Commission's annual elections, announcing Matt Robinson as the new chair. She also attended a Redevelopment Agency (RDA) training session, presented by the Utah League of Cities and Towns (ULCT), describing it as valuable, and shared insights from the recent legislative policy meeting about upcoming legislation.

Chairman Brady concluded by briefly stating that he participated in many of the same events as his colleagues.

Chairman Brady addressed scheduling the upcoming budget meeting. He noted that the originally planned date, the last Wednesday in January, conflicted with his travel schedule. He proposed rescheduling to ensure all members could attend, as it was still early in the budget process and schedule adjustments would not delay progress.

After a brief discussion regarding the Council Member's availability, it was agreed to schedule the budget meeting for Wednesday, February 12, 2025 at 5:00 pm.

5. Discussion Items

a. Harris Community Development Update

Presented by Switchpoint and Tooele County Housing Authority

Switchpoint Regional Director Wiremu Bayliss provided an in-depth overview of the shelter's operations, services, and challenges. The discussion included details on the shelter's structure, community outreach efforts, volunteer participation, and resource partnerships. The presentation emphasized the shelter's focus on offering more than temporary housing by addressing client needs through case management, skills training, and structured programs.

Key challenges discussed included limited space, the high demand for medical and mental health services, and the difficulties in accessing affordable housing and employment opportunities. The presentation also highlighted issues with clients who were permanently trespassed and their

subsequent impact on the community, as well as the strain placed on local law enforcement due to increased call volumes related to the shelter.

Council Members and Mr. Bayliss engaged in a brief dialogue about the broader general issues of homelessness, funding constraints, and the balance between community support and enforcement.

Executive Director of the Tooele County Housing Authority Karen Kuipers provided an in-depth analysis of housing challenges, emphasizing the shortage of affordable housing for low- and middle-income residents in Tooele County and Tooele City. Key highlights of the presentation included:

- A review of housing affordability data, showing significant deficits in housing units for residents earning less than 60% of the area median income.
- An overview of fair market rents, which have increased by 20-25% over the past five years, further impacting affordability for lower-income households.
- The limited availability of Section 8 housing vouchers, with only 215 vouchers allocated to the county despite the significant need.
- The role of the Tooele County Housing Authority in administering housing programs, including permanent supportive housing, mutual self-help projects, and rent-to-own homes.
- Challenges related to deed-restricted affordable housing units, many of which are set to expire in the next 20 years, potentially exacerbating the housing shortage.

Ms. Kuipers also showcased a video explaining the impacts of restrictive zoning and rising housing costs. She encouraged collaborative efforts to promote affordable housing solutions, such as accessory dwelling units (ADU's), mixed-use developments, and streamlined permitting processes. She concluded by highlighting Tooele City's proactive efforts in addressing housing needs and invited the Council and community members to remain engaged in finding sustainable solutions.

b. Selection of Tooele City Council Commission and Board Appointments for 2025

Council Members reviewed current roles and expressed preferences for changes or continuity in their assignments. The council generally supported maintaining consistency in appointments to allow members to build expertise and relationships within their roles, though some expressed interest in exploring new opportunities.

Council Members considered shifting leadership positions, including the Chair and Vice Chair roles, with general support for the current Chair's continued leadership. There was discussion about improving communication within the Council, particularly regarding the RDA to keep all members informed about ongoing developments and decisions. Suggestions included creating regular email updates to share progress and key decisions with the broader Council.

The Council Members agreed to revisit the topic during the upcoming Business Meeting for further discussion and a final vote on appointments.

6. **Closed Meeting**

~ Litigation, Property Acquisition, and/or Personnel

The Council decided to postpone the scheduled Closed Meeting due to the absence of City Attorney Roger Baker. The Mayor and Council agreed it would be more beneficial to hold the session in February, ensuring all key participants could be present.

7. **Adjourn**

There being no further items, Chairman Brady adjourned the Work Meeting at 6:57 pm.

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 February, 2025

Justin Brady, City Council Chair

DRAFT

Tooele City Council and Redevelopment Agency (RDA) Business Meeting Minutes

Date: January 15, 2025

Time: 7:00 pm

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

Board Members Present

Justin Brady
Melodi Gochis
Ed Hansen
Maresa Manzione
David McCall

City Employees Present

Mayor Debbie Winn
Adrian Day, Police Department Chief
Michelle Pitt, City Recorder
Loretta Herron, Deputy City Recorder
Matt Johnson, Assistant City Attorney
Shannon Wimmer, Finance Director
Paul Hansen, City Engineer
Darwin Cook, Parks and Recreation Director
Planning Commissioner Chris Sloan
Jamie Grandpre, Public Works Director
John Perez, Economic Development Director
Kent Page, City Planner

Minutes prepared by Alicia Fairbourne

1. Pledge of Allegiance

Chairman Brady opened the meeting at 7:11 pm and apologized for the slight delay. Chairman Brady clarified that the meeting involved both the City Council and the Redevelopment Agency (RDA) due to the selection of the board positions. He then led the Pledge of Allegiance.

2. Roll Call

Justin Brady, Present
Ed Hansen, Present
Melodi Gochis, Present
Maresa Manzione, Present
Dave McCall, Present

3. Public Comment Period

Chairman Brady opened the floor for public comment at 7:11 pm.

Becky Harvey spoke about concerns related to homelessness and its impacts on the community, referencing the Switchpoint program. She acknowledged the program's purpose but highlighted issues such as increased theft, car burglaries, and drug-related activities in areas between 400 and 700 North. She also mentioned ongoing issues with unreplaced streetlights despite requests over the past five years and observed UTA busses dropping off homeless individuals, raising questions about their origins.

There being no further public comments, Chairman Brady closed the floor at 7:14 pm.

4. Selection of City Council & Redevelopment Agency Chair and Vice Chair Positions for 2025

Motion: Councilwoman Manzione moved to nominate Justin Brady as Chair and Melodi Gochis as Vice Chair of the City Council. Councilman McCall seconded the motion. The vote was as follows: Chairman Brady, "Aye", Councilwoman Gochis, "Aye", Councilman Hansen, "Aye", Councilwoman Manzione, "Aye", Councilman McCall, "Aye". There were none opposed. The motion passed.

Motion: Councilman Hansen moved to reinstate Marisa Manzione as Chair of the Redevelopment Agency and Dave McCall as the Vice Chair. Councilwoman Gochis seconded the motion. The vote was as follows: Chairman Brady, "Aye", Councilwoman Gochis, "Aye", Councilman Hansen, "Aye", Councilwoman Manzione, "Aye", Councilman McCall, "Aye". There were none opposed. The motion passed.

Councilwoman Manzione expressed her willingness to serve on the Wasatch Front Regional Council (WFRC) if no one else was interested but understood that the final decision would be confirmed the following day at the Council of Governments (COG) meeting.

Chairman Brady emphasized the Council's collaborative approach to these roles, noting that members often assist one another by attending meetings when someone else is unavailable. He highlighted the importance of maintaining this teamwork.

Clerk's note: The assignments are attached as Exhibit A.

5. Tooele Technical College Student of the Year and Annual Update

Presented by President Paul Hacking

President Hacking expressed gratitude for the city's support of the Tooele Technical College, particularly in helping the college secure its physical building, which had enabled its growth and success. He shared updates on the college's ongoing expansion, including additional programmatic space, a new building trades facility, and increased capacity for diesel mechanics and welding programs. He also announced plans for a ribbon-cutting ceremony in March, pending confirmation of the Governor's availability, and highlighted upcoming graduation ceremonies featuring the Speaker of the House as the keynote speaker.

President Hacking discussed challenges and successes, such as the steady growth of the college's police academy program and the launch of a standalone barbering program. He also addressed the recent disappointment of a land acquisition setback but reiterated the importance of planning for future growth.

The highlight of the presentation was the introduction of LeRenzo DeGraffenreidt, Tooele Tech's Student of the Year. Mr. DeGraffenreidt shared his inspiring journey, detailing how he rediscovered his passion for software development after facing significant personal and professional challenges. He

expressed gratitude for the support of his family and Tooele Tech, which enabled him to pursue a new career path.

The Council Members praised President Hacking and Mr. DeGraffenreidt for their contributions and expressed appreciation for the college's positive impact on the community. President Hacking acknowledged the collaborative efforts of community leaders in making the college's success possible.

6. Second Quarter Economic Development Update

Presented by John Perez, Economic Development Director

Mr. Perez highlighted recent business openings, economic trends, and ongoing projects. Key points included:

Recent business openings included Chipotle, Mumbai House, Rome Italian Restaurant, and Alicia's Panadería. Vacancy rates in retail dropped to 1.7%, while industrial vacancy remained higher at 13.3%, signaling potential for growth in that sector. Hospitality occupancy rates remained healthy, above 60%.

Updates on RDA activity included confirmed leases and recent openings, such as Wingstop, Chili's, Hobby Lobby, and others. Mr. Perez noted ongoing communication and collaboration regarding infrastructure improvements at Peterson Industrial Depot.

Mr. Perez shared progress on economic development initiatives, including the first Tooele City Historic Main Street Commission meeting and the arrival of long-awaited wayfinding signs. Social media engagement saw significant growth, especially of Facebook, attributed to holiday events and economic development updates.

Mr. Perez also reported on the strategic plan survey, which garnered over 300 responses, and upcoming efforts to incorporate feedback into the updated implementation plan. Additionally, Mr. Perez noted participation in economic development events, including a site selectors guild and the Economics 2024 convention, aimed at promoting Tooele as a business destination.

Mayor Winn added that the Environmental Protection Agency (EPA) had submitted paperwork to remove the lien on the former Broadway Heritage Apartments property, with a final payment made to facilitate progress.

Councilwoman Manzione emphasized the importance of distinguishing between the RDA and broader economic development efforts. Councilwoman Gochis encouraged ongoing public engagement through open houses for future plans. Mr. Perez confirmed that public involvement remained a priority in the updated economic development strategy.

7. Ordinance 2025-01 An Ordinance of Tooele City Updating the City Fire Code by Amending Tooele City Code Title 3 Chapter 3 and Repealing Tooele City Code Title 3 Chapter 4

Presented by Matt Johnson, Assistant City Attorney

Mr. Johnson explained that Chapter 3 was revised to adopt the International Fire Code, focusing on fire prevention and safety. Collaborating with the fire department, including Chief McCoy and Fire Marshal Wall, the city streamlined the chapter by removing redundant content. The ordinance also established penalties for violations, designating them as Class C misdemeanors.

Chapter 4, dealing with fireworks, was recommended for repeal due to state preemption. The state now governed fireworks regulations, rendering local provisions either redundant or contradictory.

Motion: Councilman Hansen moved to approve Ordinance 2025-01, an ordinance of Tooele City updating the City Fire Code by amending Tooele City Code Title 3, Chapter 3, and repealing Tooele City Code Title Three, Chapter 4. Councilman McCall seconded the motion. The vote was as follows: Chairman Brady, "Aye", Councilwoman Gochis, "Aye", Councilman Hansen, "Aye", Councilwoman Manzione, "Aye", Councilman McCall, "Aye". There were none opposed. The motion passed.

8. Ordinance 2025-02 An Ordinance of the Tooele City Council Amending Tooele City Code Chapter 6-5B Regarding Aggressive Animals

Presented by Matt Johnson, Assistant City Attorney and Adrian Day, Chief of Police

Police Chief Adrian Day presented the ordinance and explained that the changes were prompted by citizens' concerns about aggressive dogs, particularly recent incidents involving huskies and coyotes attacking farm animals.

Chief Day highlighted two key amendments aimed at clarifying and strengthening the ordinance. First, the definition of "attacking animal" was updated to align with state code, expanding it to include behaviors such as chasing, worrying, or threatening, in addition to physical attacks. This change provided a clearer standard for enforcement. Second, the ordinance added provisions allowing individuals to capture, injure, or kill attacking animals in defense of their property, with owners held responsible for damages caused by their animals.

Chief Day also expressed support for the city's existing hearing process to determine the disposition of aggressive animals, which expedites resolutions compared to seeking court orders.

Council Members supported the proposed changes, noting their alignment with state standards and the added clarity for citizens. They also commended Chief Day for addressing community concerns and taking proactive steps to manage aggressive animal incidents effectively.

Motion: Councilwoman Manzione moved to approve Ordinance 2025-02, an ordinance of the Tooele City Council amending Tooele City Code Chapter 6-5B regarding aggressive animals. Councilwoman Gochis seconded the motion. The vote was as follows: Chairman Brady, "Aye", Councilwoman Gochis, "Aye", Councilman Hansen, "Aye", Councilwoman Manzione, "Aye", Councilman McCall, "Aye". There were none opposed. The motion passed.

9. Resolution 2025-01 A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule for Parks and Recreation Building Community Room Use Fees

Presented by Darwin Cook, Parks & Recreation Director

Mr. Cook presented a proposal to amend the Fee Schedule for Parks and Recreation, specifically regarding community room use fees in the newly completed Parks and Recreation building near the cemetery.

He provided an overview of the new community rooms, showcasing images for the Council and public. The facility included a smaller room, a larger room, and warming kitchens. It offered tables, chairs, refrigerators, independent entry access with a code, and an online reservation system for convenience.

The proposed fees were based on similar city facilities, with hourly rates of \$20 for the small room, \$30 for the large room, and \$50 for both. The maximum daily fees were set at \$150 for the small

room, \$200 for the large room, and \$350 for both. Non-profit organizations would pay reduced rates of \$10, \$15, and \$20 per hour, with daily maximums of \$60, \$150, and \$210, respectively. A \$50 damage deposit would also be required, which could be refunded if no damage occurred. Mr. Cook clarified that any damage exceeding \$50 would be the renter's responsibility, and cameras installed in the facility would help document the incidents.

Mr. Cook noted that the building's upper floor was funded as a Parks Tax project, which the Council had approved over three years. He shared positive feedback from initial use of the facility, including events such as a post-funeral luncheon.

Council Members praised the building and expressed hope for its frequent use. Mr. Cook confirmed that the facility was already receiving rental requests and had hosted several successful events.

Motion: Councilman McCall moved to approve Resolution 2025-01, a resolution of the Tooele City Council amending the Tooele City Fee Schedule for Parks and Recreation building community rooms. Councilwoman Manzione seconded the motion. The vote was as follows: Chairman Brady, "Aye", Councilwoman Gochis, "Aye", Councilman Hansen, "Aye", Councilwoman Manzione, "Aye", Councilman McCall, "Aye". There were none opposed. The motion passed.

10. Resolution 2025-02 A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule for the Pratt Aquatics Center

Presented by Darwin Cook, Parks & Recreation Director

Mr. Cook provided background on the issue, noting that the party room and balcony at the Aquatic Center were frequently rented for events. However, due to limited availability, some patrons began using the flat space in front of the bleachers as an alternative, creating unscheduled and impromptu gatherings. This led to challenges in managing space and ensuring fairness for those who had reserved and paid for the designated party areas.

To address this, Mr. Cook proposed a \$40 fee for a two-hour rental of the bleachers area, aligning it with the fees for the other party spaces. This approach aimed to formalize use of the bleachers area, prevent conflicts, and ensure equitable treatment for all patrons. Mr. Cook emphasized that while this space was not as commonly rented, it was occasionally needed when demand for party facilities exceeded the available rooms.

Motion: Councilwoman Gochis moved to approve Resolution 2025-02, a resolution of the Tooele City Council amending the Tooele City Fee Schedule for the Pratt Aquatics Center. Councilman Hansen seconded the motion. The vote was as follows: Chairman Brady, "Aye", Councilwoman Gochis, "Aye", Councilman Hansen, "Aye", Councilwoman Manzione, "Aye", Councilman McCall, "Aye". There were none opposed. The motion passed.

11. Arbor Day Proclamation

Presented by Darwin Cook, Parks & Recreation Director

Mr. Cook explained that the proclamation was a requirement for maintaining the Tree USA designation, which Tooele City had received for the past two years. While previous proclamations had been issued directly, the decision was made to present this one during the Council Meeting to officially record it for 2025.

Mr. Cook read the proclamation, which highlighted the origins of Arbor Day in Nebraska, its national and global observance, and the benefits of trees for the environment, economy, and community. The proclamation designated April 25, 2025 as Arbor Day in Tooele City, encouraging citizens to celebrate and plant trees to benefit future generations.

Mr. Cook also shared plans for Tooele City's Arbor Day celebration, scheduled for May 16, 2025 at Glen Eagles Park. The event would include the planting of 35 three-inch-caliber London plane trees along the park's north side, creating a barrier between the highway and the neighborhood. The Parks Department would ensure the new trees had irrigation to prevent issues experienced in the past. Attendees would also have the opportunity to take home a tree provided they met city requirements, and the event would feature planting demonstrations, informational booths, and giveaways.

Council Members expressed support for the proclamation and the event, recognizing its value in enhancing the community and addressing resident requests for tree restoration in the park.

Clerk's note: The Proclamation is attached as Exhibit B.

12. Invoices & Purchase Orders

Presented by Michelle Pitt, City Recorder

Ms. Pitt informed the Council that there was one invoice for the evening, amounting to \$40,760, issued to LensLock for body-worn cameras for the police department.

Motion: Councilman McCall moved to approve the invoice. Councilwoman Manzione seconded the motion. The vote was as follows: Chairman Brady, "Aye", Councilwoman Gochis, "Aye", Councilman Hansen, "Aye", Councilwoman Manzione, "Aye", Councilman McCall, "Aye". There were none opposed. The motion passed.

13. Minutes

~December 18, 2024 RDA Meeting

~December 18, 2024 Work Meeting

~December 18, 2024 Business Meeting

There were no corrections to the minutes.

Motion: Councilwoman Manzione moved to approve the December 18, 2024 RDA Meeting Minutes, the December 18, 2024 Work Meeting Minutes, and the December 18, 2024 Business Meeting Minutes. Councilman McCall seconded the motion. The vote was as follows: Chairman Brady, "Aye", Councilwoman Gochis, "Aye", Councilman Hansen, "Aye", Councilwoman Manzione, "Aye", Councilman McCall, "Aye". There were none opposed. The motion passed.

14. Adjourn

There being no further business, Chairman Brady adjourned the meeting at 8:09 pm.

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 February, 2025

Justin Brady, City Council Chair

EXHIBIT A

**TOOELE CITY COUNCIL COMMISSION & BOARD
APPOINTMENTS 2025**



TOOELE CITY COUNCIL COMMISSION & BOARD APPOINTMENTS 2025

Revised 1/15/2025

Commission / Board	Meeting	Number	Term	Appointed By	Council Appointee
City Council	2 x month	5	4	Electorate	Chair: Justin Brady Vice Chair: Melodi Gochis
Planning Commission	2 x month	7	4	Mayor Appoints 4; Council Appoints 3; Council Liaison	Liaison: Ed Hansen Liaison: Maresa Manzione
Library Board		5 – 9	3	Mayor (with Council consent); 1 Appointee may be a Councilperson	Melodi Gochis
Redevelopment Agency	As needed	5 (Council)	–	–	Chair: Maresa Manzione Vice Chair: Dave McCall
RDA Taxing Entity Committee	As needed	8	–	Council (“legislative body”) Appoints 2	Maresa Manzione Shannon Wimmer
Municipal Building Authority	As needed	6 (Council & Mayor)	–	–	N/A
Council of Governments	Monthly	13	–	Mayor Appoints 2 (with Council consent)	Mayor Debbie Winn Dave McCall
Museum Advisory Board		7 – 14	3	Mayor (with Council consent); Mayor is a Member	Mayor Debbie Winn Ed Hansen
Employee Grievance Appeal Board	As needed	5	2	3 by Vote of Full-Time City Employees; Council Appoints 2 of its own Members	Maresa Manzione Justin Brady
Historical Preservation Commission		5	–	Mayor (with Council consent)	N/A
Accessibility Committee		3	2	Mayor (with Council consent); 1 Member from Engineering	N/A
Local Boundary Commission	As needed	7	4	Mayors of Municipalities Appoint 2 Elected Municipal Officials	Mayor
North Tooele City Special Service District	Monthly	6	4	City Council Appoints 5 Residents of the District and 1 Ex Officio Councilperson	Justin Brady
PAR Tax Board		5 (Council)	–		City Council Members
Arts Council Board	Monthly	7	4	2 City Council Members	Dave McCall Maresa Manzione
Board of Appeals (UBC)		None Specified; Must be Qualified	No Term Limit	City Council	N/A
USU Board	Quarterly	-	-	City Council	Melodi Gochis
Homeless Coordination Committee		-	-	City Council	Ed Hansen
Utah League of Cities and Towns Legislative Policy Committee		–	–	City Council / Mayor	Mayor Debbie Winn Roger Baker Melodi Gochis
Tooele City Water Special Services District	As needed	5 (Council)	–	City Council	Chair: Justin Brady

Pre-Disaster Mitigation Planning Team		1 (Council)	-	City Council	Ed Hansen
Children's Justice Center		1 (Council)	-	City Council	Melodi Gochis
Attainable Housing		1 (Council)	2	City Council	Justin Brady
Council on Aging					Justin Brady
Historic Main Street				Mayor	Ed Hansen
Tree City USA					Justin Brady

EXHIBIT B

ARBOR DAY PROCLAMATION 2025



TREE CITY USA®
An Arbor Day Foundation Program

*** OFFICIAL PROCLAMATION ***

WHEREAS in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, *and*

WHEREAS this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, *and*

WHEREAS Arbor Day is now observed throughout the nation and the world, *and*

WHEREAS trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, *and*

WHEREAS trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, *and*

WHEREAS trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, *and*

WHEREAS trees — wherever they are planted — are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Debbie Winn, Mayor of the City of Tooele, do hereby proclaim April 25, 2025 as **ARBOR DAY** In the City of Tooele, UT, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, *and*

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED THIS 15 day of January, 2025
Mayor Debra E. Winn