

PUBLIC NOTICE

Notice is hereby given that the Tooele City Council and the Tooele City Water Special Service District will meet in a Business Meeting on Wednesday, August 5, 2026 at the hour of 7:00 p.m. The meeting will be held in the Tooele City Hall Council Chambers, located at 90 North Main Street, Tooele, Utah. The complete public notice is posted on the Utah Public Notice Website www.utah.gov, the Tooele City Website www.tooelecity.gov, and at Tooele City Hall. To request a copy of the public notice or for additional inquiries please contact Shilo Baker, City Recorder at (435) 843-2111 or shilob@tooelecity.gov.

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

AGENDA

1. Pledge of Allegiance

2. Roll Call

3. America250 Tribute – Tooele Elks Lodge 1673

Presented by Maresa Manzione, Mayor

4. Public Comment Period

The Public Comment Period is an opportunity for residents to address the City Council. Comments will be limited to no more than three (3) minutes per person unless additional time is authorized by the Governing Body.

5. Resolution 2026-52 A Resolution of the Tooele City Council Approving a Water Certificate and Land Donation Agreement with OKOA Capital, LLC, Tooele 90, LLC, and the Tooele City Water Special Service District for the Acceptance of Approximately 177.9 Acres of Real Property and Regulation of 161.0 Acre-Feet of Water Rights Credits.

Presented by Matthew Johnson, City Attorney

6. Resolution 2026-53 A Resolution of the Tooele City Council Approving and Ratifying an Agreement with Judge Netting Mountain West for the Installation of Golf Course Netting on Seventeen Newly Installed Wooden Poles at Oquirrh Hills Golf Course.

Presented by Darwin Cook, Parks and Recreation Director

7. Resolution 2026-54 A Resolution of the Tooele City Council Approving an Agreement with LensLock, Inc. for Police Cameras, Video Systems, Cloud Storage, Software, and Related Services.

Presented by Adrian Day, Police Chief

8. **Resolution 2026-56** A Resolution of the Tooele City Council Approving an Agreement with Holbrook Asphalt Company for the Application of HA5 High Density Mineral Bond Pavement Preservation Treatment to Select Tooele City Streets.
Presented by Nathan Farrer, Public Works Director
9. **Resolution 2026-57** A Resolution of the Tooele City Council Approving an Agreement with Broken Arrow, Inc., for the Installation of Three Pavilions at Wigwam Park.
Presented by Darwin Cook, Parks and Recreation Director
10. **Resolution 2026-58** A Resolution of the Tooele City Council Approving Change Order No. 1 to the Agreement with Nelson Brothers Construction Company for Site Improvements Related to the Construction of the Salt Shed Building.
Presented by Nathan Farrer, Public Works Director
11. **Resolution 2026-59** A Resolution of the Tooele City Council Approving an Agreement with Hales Engineering for an Update of the Tooele City Transportation Master Plan.
Presented by Nathan Farrer, Public Works Director
12. **Resolution 2026-60** A Resolution of the Tooele City Council Approving an Agreement with J-U-B Engineers, Inc., for the 2026 Water Reclamation Facility Upgrades Construction Project.
Presented by Nathan Farrer, Public Works Director
13. **Resolution 2026-63** A Resolution of the Tooele City Council Approving an Agreement with Misco Water to Install Surface Aerators at the Water Reclamation Facility.
Presented by Nathan Farrer, Public Works Director
14. **Resolution 2026-55** A Resolution of Tooele City Council Declaring a Certain Seized and Forfeited Motor Vehicle as Surplus Personal Property and Authorizing its Disposal and Sale.
Presented by Shilo Baker, City Recorder
15. **Invoices & Purchase Orders**
Presented by Shilo Baker, City Recorder
16. **Minutes**
 - ~ July 15, 2026 City Council Work Meeting Minutes
 - ~ July 15, 2026 City Council Business Meeting Minutes
17. **Adjourn**

Shilo Baker, Tooele City Recorder

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

TOOELE CITY CORPORATION

RESOLUTION NO. 2026-52

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A WATER CERTIFICATE AND LAND DONATION AGREEMENT WITH OKOA CAPITAL, LLC, TOOELE 90, LLC, AND THE TOOELE CITY WATER SPECIAL SERVICE DISTRICT FOR THE ACCEPTANCE OF APPROXIMATELY 177.9 ACRES OF REAL PROPERTY AND REGULATION OF 161.0 ACRE- FEET OF WATER RIGHTS CREDITS.

WHEREAS, Okoa Capital, LLC (“Owner”) is the fee simple owner of approximately 177.9 acres of real property located within Tooele County, State of Utah (the “Donation Land”); and,

WHEREAS, the Tooele City Water Special Service District (“District”) and Owner (as successor in interest to Craig Anderson and Laura Anderson) are parties to a Well Development Agreement, License and Option dated May 1, 2002 (the “Option Agreement”, attached as Exhibit A), under which 161.0 acre-feet of water rights credits were issued under prior certificates; and,

WHEREAS, Owner desires to donate and convey the Donation Land to Tooele City by special warranty deed for park, recreational, open space, and other municipal public purposes, with the express restriction that the Donation Land shall not be used for residential development; and,

WHEREAS, in consideration for said land donation, the City and the District agree to amend Section 10 of the Option Agreement (constituting a novation thereof) and re-issue a Water Rights Credit Certificate for 161.0 acre-feet of Water Rights Credits to Owner, subject to defined transfer procedures and geographic use restrictions; and,

WHEREAS, under the terms of the Water Certificate and Land Donation Agreement (the “Agreement”, attached as Exhibit B), at least 40.0 acre-feet of the Water Rights Credits must be restricted for use within the designated “Tooele Priority Area” and cannot be transferred into the general Municipal Area, while the remaining balance (up to 121.0 acre-feet) may be used within the existing service area of Tooele City; and,

WHEREAS, the City Council finds that the terms of the Agreement serve the health, safety, and general welfare of the residents of Tooele City:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Agreement attached as Exhibit B with Okoa Capital, LLC, Tooele 90, LLC, and the Tooele City Water Special Service District is hereby approved.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Shilo Baker, City Recorder

S E A L

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

EXHIBIT A

2002 Option Agreement

WELL DEVELOPMENT AGREEMENT, LICENSE, AND OPTION

WHEREAS, the **Tooele City Water Special Service District** (hereinafter the "District") desires to enhance, protect, and manage to the best of its ability its water resources, including water rights, water sources, and water storage and distribution facilities; and,

WHEREAS, the District, in cooperation with the United States Geological Survey (hereinafter "USGS") has drilled a test well (hereinafter the "Test Well"), pursuant to that certain Memorandum of Agreement with Laura and Craig Anderson dated March 2, 2001, and now desires to drill a production well (hereinafter the "Well") at a location (hereinafter the "Well Site") being geographically described approximately as follows:

The Well Site: South 3000 feet and East 1200 feet from the northwest corner of Section 33, T3S, R4W, SLBM.

WHEREAS, the District desires to purchase an approximately one (1)-acre parcel (hereinafter referred to as the "Well Property") of the Owners' property in the immediate vicinity of the above-described Well Site. The District further desires to acquire access and maintenance easements to the Well Site and associated facilities for purposes of drilling and maintaining the Well and the Well Property, constructing and maintaining any associated water transmission line, and protecting the Well as a Tooele City culinary water source; and,

WHEREAS, **Craig and Laura Anderson**, of 7499 Foothill Drive, Lake Point, Utah, the owners (hereinafter the "Owners"; the Owners and the District are sometimes referred to hereinafter as the "Parties") of the Well Property, desire to allow the District to develop a water source on the Well Property in exchange for the considerations described below, which consideration the Parties acknowledge and agree to be sufficient:

NOW, THEREFORE, the Owners and the District hereby agree as follows:

1. Test Well #1. The District agrees to cap the test well (Test Well #1) described in that certain Memorandum of Agreement, between the District and Laura and Craig Anderson, dated October 5, 2000. Test Well #1 is located on the west bench of Two O'Clock Mountain east of State Road 36, approximately midway between 900 South Street and Coleman Street, in Tooele City. Capping shall be performed at an approximate depth of five (5) feet and pursuant to Utah Division of Drinking Water standards and specifications. Test Well #1 is not the same as the test well (Test Well #2) drilled at or near the Well Site.
2. Test Well #2. The Test Well drilled at or near the Well Site is and shall remain the property of the District.
3. Irrevocable License. For purposes of accessing and maintaining the Well, the Well Site, and the Well Property, and for drilling the Well, the Owners hereby grant to the District an

Irrevocable License to use reasonably located portions of the Owners' property. Upon the dedication of rights-of-way which provide the reasonable access required and/or upon recordation of easements which provide the reasonable access, and upon conveyance of the Well Property, as further described below, the Irrevocable License shall be automatically terminated and shall be of no further force or effect. No additional consideration shall be required for the Irrevocable License.

4. Production Well. The Owners agree to allow the District to drill the Well at the approximate location of the Well Site and on the Well Property, and to allow the District to change the point of diversion of water rights to the Well. In consultation with USGS, the District agrees to locate and drill the Well as close to the base of the mountainside as possible so as to minimize the amount of the Owners' developable property (hereinafter the "Development Property"). Drilling the well and transferring water rights shall be in the sole discretion of the District. For clarification purposes, the Development Property includes all of Owners' property fronting Utah SR-36 from Settlement Canyon Road in Tooele City south to Tooele City's current southern boundary on the east side of SR-36, which boundary corresponds with the rear property lines of the residents on the south side of 1220 South Street in Tooele City, and which is at a thirty percent (30%) or less slope.
5. Pump House. Any pump house or other structure constructed upon the Well Property shall be constructed of materials that are consistent with the color of the surrounding terrain.
6. Easements. To the extent that platted rights-of-way platted do not provide reasonable access to the Well Property or any transmission lines, the Owners shall convey to the District easements (hereinafter the "Easements") for purposes of accessing the Well Property and of accessing and maintaining any transmission lines associated with the Well. The location of the Easements shall be reasonable in light of the District's need to efficiently operate its culinary water distribution systems and to accommodate the development potential of the Development Property. The Easements shall be twenty (20) feet wide, unless otherwise agreed to in writing by the Parties. The Parties may abandon and/or transfer the Easements, without further authorization of the Tooele City Council, to locations mutually agreed upon by the Parties. However, in the event that an Easement associated with any installed improvement (e.g., transmission line) is relocated due to development of the Development Property, all costs associated with the relocation of the improvement shall be borne by the Owners or their successors and assigns. The District shall arrange for and pay the costs associated with the preparation (including surveys) and recordation of the Easements in their initial locations. The Owners shall pay the costs associated with the preparation (including surveys) and recordation of any relocated Easements. No additional consideration shall be required for the Easements.
7. Well Property Purchase. Upon completion of the Well, the Owners shall convey to the District approximately one (1) acre of property (the Well Property) reasonably configured with the Well and Well Site at the approximate center of the Well Property. The exact area of the Well Property shall be determined by following a 100-foot radius from the Well, forming a circle, and then squaring off the circle. The determination of "approximate center" shall be made in light of geologic and topographic considerations. Conveyance of the Well Property shall be by Warranty Deed. The consideration for the Well Property shall be

\$25,000 cash per acre. The District shall pay the costs of surveying the Well Property.

8. Taxes. The District agrees to pay any and all "rollback" taxes assessed to the Well Property as a result of this Agreement. Payment of any "rollback" taxes shall be made by reducing the Well Property purchase price (\$25,000) by the amount of the taxes.
9. Future Development Costs. The Owners acknowledge that the presence of the Well and Well Property may affect the cost of planning and constructing infrastructure and utilities. The Owners agree that any cost difference is de minimus, and that the District shall have no obligation to compensate any party for future Development Property infrastructure and/or utility cost increases attributable to the Well, the Well Property, or the location of either.
10. Municipal Water Rights Certificates. The District hereby grants to the Owners a four (4)-year Option to purchase Municipal Water Rights Certificates (hereinafter the "Certificates"), the form of which is attached as **Exhibit A**. The cost of each Certificate shall be \$2,500 for each acre-foot of municipal water rights represented by the Certificate. The water rights represented by the Certificates shall be used on the Development Property only, and shall not be transferrable to any other location. The Certificates, however, may be assigned by the Owner to third parties so long as the location limitation is equally assigned. The District agrees that the water rights purchased from the District by the Owners under previous agreements may be reconveyed to the District in exchange for Certificates of an equal quantity of municipal water rights. In the event that the Owners or their successors or assigns do not wish to use the water rights for development of the Development Property, the District shall have the right to buy back the water rights Certificates at the same price (\$2,500) per acre-foot. The District and the Owners shall each bear 50% of all transaction costs incurred by the District associated with the preparation and delivery of the Certificates. The Owners shall not charge to the District any costs without the District's prior written consent.
11. Closing. Closing of the Well Property conveyance transaction shall be at a local title company, within a reasonable time after completion of the Well. Each party shall pay 50% of the closing costs, which costs shall include title insurance, deed preparation, recordation, and other standard title company closing costs.
12. Future Water Distribution. The District, in its sole discretion, may construct a water distribution line from its Water Tank #5 to Settlement Canyon. (The word "may" shall be construed to connote both discretionary intent and permissiveness.) This distribution line would be intended to serve Tooele County facilities, the Canyon Rim subdivisions, and existing residential developments. The costs of design, construction, and easement acquisition associated with the distribution line will, therefore, involve proportionate financial participation by Tooele County, Canyon Rim Development L.C., and the District or Tooele City, respectively. The District in its sole discretion shall determine the timing and location of all portions of the distribution line located off the Development Property.

If constructed, the line is anticipated to be able to make culinary water available to the Development Property. The District agrees that any such distribution line shall be sized to accommodate the future anticipated reasonable culinary water demands of the Development Property. The location of the portions of the distribution line located on the Development

Property shall be determined in light of the District's need to efficiently operate its culinary water distribution systems and to accommodate the development potential of the Development Property.

The Parties agree that the amount of the Owners' financial participation (hereinafter "Reimbursement") in the costs of design of, construction of, and easement acquisition for the distribution line shall be determined by the District and Tooele City pursuant to Tooele City Code Chapter 7-11 (Site Plan/Design Review), Chapter 7-19 (Subdivisions), and other applicable provisions of Tooele City Code, as amended. Any Reimbursement shall be paid prior to the issuance of a building permit associated with an approved development application.

The Owners understand that, pursuant to the regulations cited above, any development applicant will be required to provide permanent easements and rights-of-way to the District, at no cost to the District or Tooele City, for access to and maintenance of all public improvements¹, including the distribution line referred to above. The easements and rights-of-way shall be conveyed (i.e., by deed) or dedicated (i.e., by recorded plat) as a condition to final subdivision plat and/or site plan approval.

13. Drinking Water Source Protection. The Owners understand that the District's ability to drill the Well is contingent upon the State of Utah approving the District's Drinking Water Source Protection Plan (hereinafter the "Plan") for the Well, which Plan is required by State of Utah. Further, the State requires evidence of the landowner's agreement with the Plan. The following language, together with the Owners' signatures to this Agreement, shall constitute the Owners' acceptance of the Plan as required by the State of Utah:

"We, the undersigned landowners, acknowledge the Drinking Water Source Protection Plan for the Tooele City, Anderson Well (Well No. 14). We agree not to locate or allow the location of any uncontrolled potential contamination sources, as defined in R309-600-6(1)(u) of the Utah Administrative Code, within zone one.

"We also agree not to locate or allow the location of any pollution sources, as defined in R309-600-6(1)(t) of the Utah Administrative Code, within zone two unless design standards are implemented to prevent contaminated discharges. This agreement is binding on all heirs, successors, and assigns."

The Owners understand that development in the vicinity of the Well will be also subject to the Tooele City Drinking Water Source Protection Ordinance (see the Ordinance attached as **Exhibit B**).

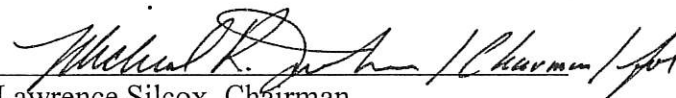
14. Development Regulations. Nothing in this Agreement shall exempt the Owners from complying with all Tooele City development regulations. The regulations applicable to the Owners and their successors and assigns, including the regulation attached in **Exhibit B**, shall be those regulations in effect at the time a completed development application is

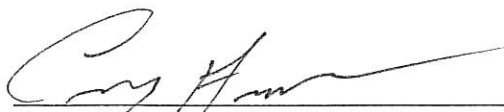
¹ The words "Public Improvements" are defined in Tooele City Code Section 7-1-5, as amended, to include roads, curb and gutter, park strips, park strip trees, sidewalks, water lines, sewer lines, irrigation lines, etc. This list is not exclusive.

submitted to Tooele City.

15. Dispute Resolution. The Owners and the District agree to resolve any disputes through mediation, the results of which shall be binding upon the Parties.
16. Binding Effect. This Agreement shall be binding upon all successors and assigns.
17. Precedential Value. Neither this Agreement nor any provision thereof shall be deemed to possess any precedential value or to create a precedent in any way.
18. Entire Agreement and Merger. The present document, entitled Well Development Agreement, License, and Option, constitutes the entire agreement between the Parties, and may not be amended except in writing, signed by both Parties. Upon execution of this Agreement, that certain Memorandum of Agreement between the Parties, dated March 2, 2001, shall become void and of no further force or effect, and that certain Memorandum of Agreement between the Parties, dated October 5, 2000, shall be void and of no further force or effect.

Executed as of the **1st day of May, 2002**, which date shall be the effective date of this Well Development Agreement, License, and Option.


Lawrence Silcox, Chairman
Tooele City Water Special Service District


Craig Anderson, Owner


Laura Anderson, Owner

Approved as to Form:

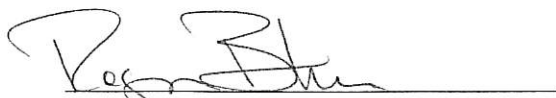

Roger Baker, Water District Attorney

EXHIBIT A

FORM OF WATER RIGHTS CERTIFICATE

TOOELE CITY WATER SPECIAL SERVICE DISTRICT

WATER RIGHTS CERTIFICATE

This WATER RIGHTS CERTIFICATE is issued in conformance with the terms and provisions of that certain Well Development Agreement, License, and Option (hereinafter the "Agreement"), authorized by Resolution 2002-02 of the Tooele City Water Special Service District approved on May 1, 2002, entered into by and between the Tooele City Water Special Service District (the "District") and Craig and Laura Anderson, said Agreement being effective as of May 1, 2002, a copy of which Agreement is affixed as Attachment 1 hereto and incorporated herein.

NOW, THEREFORE, the Parties, in consideration of the mutual covenants contained in the Agreement, hereby certifies as follows:

1. Water Rights Dedication Credits. Craig and Laura Anderson (the "Holder"), and their legal successors-in-interest and assigns, are hereby entitled to receive water rights conveyance credit in full satisfaction of the water rights dedication requirements of Tooele City Code Chapter 7-26, as amended, (the "Ordinance"), for the equivalent of a total of _____ acre-feet of municipal water rights (the "Water Rights Credits"), for which the Holder has paid the sum of \$ _____.

2. Transfer of Interests Herein to Subsequent Holders. This Water Rights Certificate or any ownership interest herein, may be transferred, in whole or in part, in conformance with the following:

(a) Prior to the transfer of this Water Rights Certificate, or any interest herein, to any transferee, other than to the District, in satisfaction of the water right dedication requirements of the Ordinance, the transferor shall first send written notice of the proposed transfer to the Tooele City Public Works Director, containing the name of the current Holder, the name and address of the proposed transferee, and the number of Water Rights Credits hereunder to be transferred. The Public Works Director shall send a written acknowledgment of the notice to transferor, and therein verify the number of Water Rights Credits hereunder which are then remaining on account according to the records of Tooele City and authorized under the transfer. Authorization of the transfer by the Tooele City Public Works Director shall not be unreasonably withheld or delayed.

(b) The transfer of this Water Rights Certificate shall be accomplished pursuant to a written assignment, in the form attached as Attachment 2 hereto, which shall set forth the name and address of the transferor, the name and address of the transferee, and the number of Water Rights Credits to be transferred pursuant to such assignment. The assignment shall be signed by the transferor and the transferee, with said signatures being duly acknowledged, and shall be authorized by signature of the Tooele City Public Works Director thereon. A copy of this Water Rights Certificate shall be affixed to the assignment at the time of delivery thereof by the transferor to the transferee.

(c) The original of the duly executed and acknowledged assignment shall be delivered to the Tooele City Public Works Director and a copy thereof shall be retained by the transferee. The original assignments shall be retained of record by the Tooele City Public Works

Director, which record shall be conclusive as to the ownership of Water Rights Credits under this Water Rights Certificate.

(d) No assignment of any ownership interest herein in excess of the total number of Water Rights Credits authorized herein shall be effective.

3. Transfer of Interests Herein to the District Pursuant to Ordinance. The requisite number of Water Rights Credits under this Water Rights Certificate necessary to satisfy the water right dedication requirements of the Ordinance for a particular rezoning application or real estate development application shall be conveyed by the Holder hereof by assignment to the District in conformance with the procedures set forth in Paragraph 2 above.

4. Termination. All rights under this Water Rights Certificate shall terminate and this Water Rights Certificate shall be deemed canceled at such time as the ownership interest representing the last Water Rights Credits available hereunder is transferred to the District.

ISSUED this ____ day of _____, 2006.

TOOELE CITY WATER SPECIAL SERVICE DISTRICT

By: _____
Chairman, Board of Directors

ATTACHMENT 1

WELL DEVELOPMENT AGREEMENT, LICENSE, AND OPTION

ATTACHMENT 2

ASSIGNMENT OF OWNERSHIP INTEREST
IN WATER RIGHTS CERTIFICATE

_____, whose address is _____
("Transferor"), hereby transfers and assigns to _____ whose address is _____
_____, (Transferee"), all of transferors right, title, estate and interest in and
to a portion of that certain Water Rights Certificate originally issued by the Tooele City Water
Special Service District to Craig and Laura Anderson, dated the ____ day of _____, 20____,
in an amount representing _____ equivalent acre-feet of municipal water rights (the "Water
Rights Credits". The Transferor shall be required to pay, as a condition to this Assignment, all costs
and expenses incurred by the District in connection with this Assignment, in the amount set forth
below.

DATED this ____ day of _____ 20____.

TRANSFEROR:

(Print Name)

(Sign Name)

TRANSFeree:

(Print Name)

(Sign Name)

AUTHORIZED BY TOOEELE CITY WATER SPECIAL SERVICE DISTRICT

By: _____
Tooele City Public Works Director

(ACKNOWLEDGEMENTS ON NEXT PAGE)

ACKNOWLEDGMENTS

STATE OF UTAH)
)ss.
County of _____)

On the ____ day of _____, 20____, personally appeared before me _____, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to this instrument as the Transferor, and who acknowledged that he executed it.

NOTARY PUBLIC

STATE OF UTAH)
)ss.
County of _____)

On the ____ day of _____, 20____, personally appeared before me _____, Personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to this instrument as the Transferee, and who acknowledged that he executed it.

NOTARY PUBLIC

EXHIBIT B

TOOELE CITY CODE CHAPTER 9-5 (DRINKING WATER SOURCE PROTECTION)

CHAPTER 5. DRINKING WATER SOURCE PROTECTION.

- 9-5-1. Short Title and Purpose.
- 9-5-2. Definitions.
- 9-5-3. Establishment of Drinking Water Source Protection Zones.
- 9-5-4. Permitted Uses.
- 9-5-5. Prohibited Uses.
- 9-5-6. Drinking Water Source Protection Requirements.
- 9-5-7. Administration.

9-5-1. Short Title and Purpose.

(1) This ordinance shall be known as the "Drinking Water Source Protection Ordinance."

(2) The purpose of this ordinance is to ensure the provision of a safe and sanitary drinking water supply to the residents of Tooele City who receive water for culinary and domestic use from the City by the establishment of drinking water source protection zones surrounding the wellheads and springs for all wells and springs used by the City and by the designation and regulation of property uses and conditions that may be maintained within such zones.

9-5-2. Definitions

(1) When used in this ordinance the following words and phrases shall have the meanings given in this Section:

(a) "Design Standard" means a control that is implemented by a potential contamination source to prevent discharges to the groundwater. Spill protection is an example of a design standard.

(b) "Drinking Water Source Protection (DWSP) Zone" means the surface and subsurface area surrounding a groundwater source of drinking water supplying a public water system through which contaminants are reasonably likely to move toward and reach such groundwater source.

(c) "Groundwater Source" means any well, spring, tunnel, adit, or other underground opening from or through which groundwater flows or is pumped from subsurface water-bearing formations.

(d) "Pollution source" means point source discharges of contaminants to groundwater or potential discharges of the liquid forms of "extremely hazardous substances" which are stored in containers in excess of "applicable threshold planning quantities" as specified in SARA Title III. Examples of possible pollution sources include, but are not limited to, the following: storage facilities that store the liquid forms of extremely hazardous substances, septic tanks, drain fields, class V

(g) "Sanitary Landfill" means a disposal site where solid wastes, including putrescible wastes, or hazardous wastes, are disposed of on land by placing

underground injection wells, landfills, open dumps, land filling of sludge and septage, manure piles, salt piles, pit privies, drain lines, and animal feeding operations with more than ten animal units.

(i) The following definitions clarify the meaning of "pollution source:"

(A) "Animal feeding operation" means a lot or facility where the following conditions are met: animals have been or will be stabled or confined and fed or maintained for a total of 45 days or more in any 12 month period, and crops, vegetation forage growth, or post-harvest residues are not sustained in the normal growing season over any portion of the lot or facility. Two or more animal feeding operations under common ownership are considered to be a single feeding operation if they adjoin each other, if they use a common area, or if they use a common system for the disposal of wastes.

(B) "Animal unit" means a unit of measurement for any animal feeding operation calculated by adding the following numbers; the number of slaughter and feeder cattle multiplied by 1.0, plus the number of mature dairy cattle multiplied by 1.4, plus the number of swine weighing over 55 pounds multiplied by 0.4, plus the number of sheep multiplied by 0.1, plus the number of horses multiplied by 2.0.

(C) "Extremely hazardous substances" means those substances which are identified in the Sec. 302(EHS) column of the "TITLE III LIST OF LISTS - Consolidated List of Chemicals Subject to Reporting Under SARA Title III," (EPA 560/4-91-011). A copy of this document may be obtained from: Section 313 Document Distribution Center, P.O. Box 12505, Cincinnati, OH 45212.

(e) "Potential contamination source" means any facility or site which employs an activity or procedure which may potentially contaminate groundwater. A pollution source is also a potential contamination source.

(f) "Public water system" means a system, either publicly or privately owned, providing water for human consumption and other domestic uses, which:

(i) Has at least 15 service connections, or

(ii) Serves an average of at least 25 individuals daily at least 60 days out of the year.

Such term includes collection, treatment, storage and distribution facilities under control of the operator and used primarily in connection with the system. Additionally, the term includes collection, pretreatment or storage facilities used primarily in connection with the system but not under such control.

earth cover thereon.

(h) "Sanitary sewer line" means a pipeline that connects a residence or other building with a

sanitary sewer.

(i) "Septic tank/drain-field system" means a system which is comprised of a septic tank and a drain field which accepts domestic wastewater from buildings or facilities for subsurface treatment and disposal. By their design, septic tank/drain field system discharges cannot be controlled with design standards.

(j) "Spring" means the ground surface outlet of a natural underground spring including Spring collection and control boxes, valves, piping and other attachments.

(k) "Storm water infiltration structure" means a structure that is intended to discharge storm water so that it infiltrates groundwater.

(l) "Underground storage tanks" means underground tanks used for the storage of gas, oil, or other hazardous substances.

(m) "Wellhead" means the physical structure, facility, or device at the land surface from or through which groundwater flows or is pumped from subsurface, water-bearing formations.

9-5-3. Establishment of Drinking Water Source Protection Zones.

(1) There is hereby established the following four use districts to be known as drinking water source protection zones one, two, three, and four:

(a) "Zone one" is the area within a 100-foot radius from the wellhead or margin of the collection area.

(b) "Zone two" is the area within a 250-day groundwater time of travel to the wellhead or margin of the collection area, the boundary of the aquifer(s) which supplies water to the groundwater source, or the groundwater divide, whichever is closer.

(c) "Zone three" is the area within a 3-year groundwater time of travel to the wellhead or margin of the collection area, the boundary of the aquifer(s) which supplies water to the groundwater source, or the groundwater divide, whichever is closer.

(d) "Zone four" is the area within a 15-year groundwater time of travel to the wellhead or margin of the collection area, the boundary of the aquifer(s) which supplies water to the groundwater source, or the groundwater divide, whichever is closer.

9-5-4. Permitted Uses.

(1) In Zones One, Two, Three, and Four, each use established before the effective date of this Ordinance, and uses incidental and accessory to such use, may be

(i) Surface use, storage, or dumping of hazardous waste or material, expressly including industrial or commercial uses of agricultural pesticides (except when such pesticides are used in farming applications within strict compliance of the manufacturer's recommendations of use, subject to

continued in the same manner thereafter, provided that such use is not determined by any court of competent jurisdiction to be a nuisance under the provisions of federal, state, and/or local laws or regulations.

(2) In addition to the uses permitted under 9-5-4(1) herein, the following uses, including uses incidental and accessory to that use, shall be allowed within the respective drinking water source protection zones:

(1) Zone One.

(a) No uses in addition to that allowed under 9-5-4(1) herein are allowed in Zone One.

(2) Zone Two.

(a) Use of single or multiple-family residential dwellings, commercial, or institutional uses established on or after the effective date of this Ordinance, provided that such uses are connected to a sanitary sewer system.

(3) Zone Three.

(a) Use of single or multiple-family residential dwellings, commercial, or institutional uses established on or after the effective date of this Ordinance.

(4) Zone Four.

(a) Use of single or multiple-family residential dwellings, commercial, or institutional uses established on or after the effective date of this Ordinance.

(b) The tilling of the soil and the raising of crops, provided that the use of fertilizers and pesticides is accomplished within applicable federal, state, and/or local requirements.

(c) The pasturing of livestock, provided all forage is raised on the pastured area.

(d) In addition to the permitted uses specified in 9-5-4(1) and (2) herein, certain of the uses prohibited in Zones Two, Three, and Four pursuant to 9-5-5 herein may be allowed in Zones Two, Three, and Four, respectively, if design standards are implemented for the specific use that will prevent contaminated discharges to groundwater.

9-5-5. Prohibited Uses.

(1) Subject to 9-5-4(d) herein, the following uses are prohibited within the following drinking water source protection zones:

(a) Zone One. All uses that fall within the definition in this Ordinance of "pollution source" or "potential contamination source," including the following, are prohibited in Zone One:

inspection by local officials).

(ii) Sanitary landfills.

(iii) Hazardous waste or material disposal sites.

(iv) Septic tanks/drain field systems

(v) Sanitary sewer lines within 150

feet of a wellhead or spring collection area.

(vi) Underground storage tanks.

(vii) Storm water infiltration structures.

(viii) Any pollution source as defined herein or in Rule 309-113-101, as amended, of the Division of Drinking Water's drinking water source protection regulations.

(ix) Agriculture industries including but not limited to intensive feeding operations such as feed lots, dairies, fur breeding operations, poultry farms, etc.

(b) Zone Two.

(i) Surface use, storage, or dumping of hazardous waste or material, expressly including industrial or commercial uses of agricultural pesticides (except when such pesticides are used in farming applications within strict compliance of the manufacturer's recommendations of use, subject to inspection by local officials).

(ii) Sanitary landfills.

(iii) Hazardous waste or material disposal sites.

(iv) Septic tanks/drain field systems

(v) Sanitary sewer lines within 150 feet of a wellhead or spring collection area.

(vi) Underground storage tanks.

(vii) Storm water infiltration structures.

(viii) Any pollution source as defined herein or in Rule 309-113-101, as amended, of the Division of Drinking Water's drinking water source protection regulations.

(ix) Agriculture industries including but not limited to intensive feeding operations such as feed lots, dairies, fur breeding operations, poultry farms, etc.

(c) Zone Three.

(i) Surface use, storage, or dumping of hazardous waste or material, expressly including industrial or commercial uses of agricultural pesticides (except when such pesticides are used in farming

applications within strict compliance of the manufacturer's recommendations of use, subject to inspection by local officials).

(ii) Sanitary landfills.

(iii) Hazardous waste or material disposal sites.

(iv) Agriculture industries including but not limited to intensive feeding operations such as feed lots, dairies, fur breeding operations, poultry farms, etc.

(d) Zone Four.

(i) Surface use, storage, or dumping of hazardous waste or material, expressly including industrial or commercial uses of agricultural pesticides (except when such pesticides are used in farming applications within strict compliance of the manufacturer's recommendations of use, subject to inspection by local officials).

(ii) Sanitary landfills.

(iii) Hazardous waste or material disposal sites.

9-5-6. Drinking Water Source Protection Requirements

Following the effective date of this Ordinance, no building permit or other form of approval from the City to develop or use real property within the City shall be issued until the applicant establishes that its proposed development or use of real property complies with the requirements of this Ordinance.

9-5-7. Administration

The policies and procedures or administration of any drinking water source protection zone established under this ordinance, including without limitation those applicable to nonconforming uses, variances and exceptions, and enforcement and penalties, shall be the same as provided in the existing zoning ordinance for Tooele City, Utah, as the same is presently enacted or may from time to time be amended.

EXHIBIT B

Agreement with Okoa, LLC,
Tooele 90, LLC, and
Tooele City Water Special Services District

WATER CERTIFICATE AND LAND DONATION AGREEMENT

This **WATER CERTIFICATE AND LAND DONATION AGREEMENT** (this “**Agreement**”) is executed as of this ____ day of _____, 2026 (the “**Effective Date**”) by and among **TOOELE 90 LLC**, a Utah limited liability company (“**Developer**”), **OKOA CAPITAL, LLC**, a Utah limited liability company (“**Owner**”), the **TOOELE CITY CORPORATION**, a Utah municipal corporation (“**City**”), and the **TOOELE CITY WATER SPECIAL SERVICE DISTRICT**, a political subdivision of the State of Utah (“**District**”). Developer, Owner, City, and District may be referred to herein individually as a “**Party**” or collectively as the “**Parties**”.

RECITALS

A. Owner is the fee simple owner of approximately 177.9 acres of real property located in Tooele County, State of Utah (the “**Donation Land**”), which is more particularly described on Exhibit A attached hereto and generally depicted on Exhibit A-1 attached hereto.

B. District and Owner (as successor in interest to Craig Anderson and Laura Anderson (collectively, the “**Initial Owner**”), are parties to that certain Well Development Agreement, License, and Option dated May 1, 2002 (as amended, the “**Option Agreement**”), pursuant to which District, among other things, granted Initial Owner an option to acquire certain water rights credits (the “**Option**”). This Agreement shall amend and constitute a novation of Section 10 of the Option Agreement and only the terms set forth in this Agreement shall apply after the Effective Date with respect to the terms set forth herein. In the event of a conflict between the Option Agreement and this Agreement, this Agreement shall control.

C. In accordance with the Option Agreement, upon Initial Owner’s exercise of the Option, District granted to Initial Owner one hundred sixty one (161) acre-feet of water rights credits (the “**Water Rights Credits**”), evidenced by a (i) Water Rights Certificate issued April 10, 2006, for one hundred thirteen (113) acre-feet of water rights credits, and a (ii) Water Rights Certificate issued May 1, 2006, for forty eight (48) acre-feet of water rights credits (each referred to herein individually as a “**Prior Certificate**” and collectively as the “**Prior Certificates**”).

D. Owner is the successor in interest to the Prior Certificates as the fee owner of the land described in the Option Agreement.

E. Owner desires to convey the Donation Land to City for park, recreational, open space, and other public purposes as determined by City, and City desires to accept such conveyance for public use, in exchange for City and District’s willingness to permit the sale and use of the Certificates (defined below) for Water Credits, pursuant to the terms outlined herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Recitals. The Parties acknowledge that the Recitals are accurate and that they are a part of this Agreement.

2. Issuance of Certificates Within thirty (30) business days after the Effective Date, District shall issue to Owner a water rights credit certificate for One Hundred Sixty-One (161.0) acre feet of Water Rights Credits in accordance with the terms of this Agreement and in the form of Exhibit C (each referred to herein individually as a “**Certificate**” and collectively as the “**Certificates**”). The Certificate issued under this Agreement shall replace all Prior Certificates.

3. Amendment to the Option Agreement. Pursuant to Section 18 of the Option Agreement, this paragraph shall constitute an amendment to the Option Agreement. The Parties agree that the Water Rights Credits represented by the Certificate shall be used in the Use Areas (defined below), as further set forth in this Agreement. This provision shall supersede any conflicting provision of the Option Agreement, including, but not limited to, Section 10 of the Option Agreement. For avoidance of doubt, this Agreement shall constitute a novation of Section 10 of the Option Agreement and only the terms set forth in this Agreement shall apply after the Effective Date with respect to Section 10 and the terms set forth herein.

4. Sale and Use of the Water Rights Credits. The Parties shall permit the sale and use of the Water Rights Credits, in accordance with the terms of this Agreement.

a. Use Restrictions. The Water Rights Credits may be used throughout the Use Areas (defined below) depicted on Exhibit B attached hereto (the “**Use Area Map**”), in conformance with the following restrictions:

i. Priority Area. At least Forty (40) acre-feet of the Water Rights Credits must be used on property that falls within the area depicted as the “Tooele Priority Area” on the Use Area Map (the “**Priority Area**”).

ii. Municipal Area. The balance of the remaining acre-feet of the Water Rights Credits, which shall be no more than One Hundred Twenty-One (121) acre-feet of the Water Rights Credits, may be used anywhere within the existing service area of Tooele City, which area is depicted as the “Tooele Municipal Area” on the Use Area Map (the “**Municipal Area**”).

iii. The Priority Area and the Municipal Area may each individually be referred to as a “**Use Area**” or collectively, as the “**Use Areas**”.

b. Transfer and Surrender Process. The Water Rights Credits may be transferred, in whole or in part, in conformance with the following:

i. Surrender of Water Rights Credits to District to Satisfy the Water Rights Conveyance Requirements for a Specific Developments. Owner shall prepare a Surrender of Water Rights Credit Assignment Certificate, in the form of attached Exhibit C-1 hereto, which shall identify: the Water Rights Credit Assignment Certificate from which the Water Right Credits are to be surrendered for a specific development; the name, title, and address of the Owner; the Use Area of the Water Rights Credits; and, the number of Water Rights Credits to be surrendered. The Surrender shall be signed by the Owner, with said signature being duly acknowledged. Once complete, the Surrender shall be submitted to the Tooele City Public Works Director for verification that the number of Water Rights Credits which are then remaining on the active Certificate, according to the records of the City, are sufficient to cover the proposed surrender amount. Once verified, the Surrender shall be accepted by the City.

1. Owner shall provide to the City the original active Water Rights Credit Certificate for surrender, after which the City shall issue to Owner a replacement Water Rights Credit Assignment Certificate, in the form attached as Exhibit C-3 hereto, reflecting the remaining balance of the Water Rights Credits on the applicable Certificate, if any. It is stipulated and agreed that Water Rights Credits designated under this Agreement for use only within the Priority Area shall under no circumstances be allowed to be transferred into the general Municipal Area of the City. The replacement Certificate shall then become the “active” Certificate.

ii. Surrender of Water Right Credits To Transferee. Owner shall prepare a Surrender of Water Rights Credit Assignment Certificate, in the form of attached Exhibit C-2 hereto, which shall identify: the active Water Rights Credit Assignment Certificate from which the Water Rights Credits are to be transferred; the name and address of the Owner; the name and address of the Transferee; the Use Area of the Water Rights Credits; and, the number of Water Rights Credits to be transferred pursuant to such assignment. The assignment shall be signed by the Owner, with said signature being duly acknowledged. Once complete, the Surrender shall be submitted to the Tooele City Public Works Director for verification that the number of Water Rights Credits which are then remaining on the active Certificate, according to the records of Tooele City, are sufficient to cover the proposed transfer amount. Once verified, the Surrender shall be accepted by the City.

1. Owner shall provide to the City the original active Water Rights Credit Certificate for surrender, after which the City shall issue to Owner a replacement Water Rights Credit Assignment Certificate, in the form attached as Exhibit C-3 hereto, reflecting the remaining balance of the Water Rights Credits on the applicable Certificate, if any. The replacement Certificate shall then become the “active” Certificate.
2. City shall also issue a new Water Rights Credit Assignment Certificate, in the form attached as Exhibit C-3, with a unique certificate number to the transferee reflecting the new balance of the Water Rights Credits, along with the allowed Use Area of the Water Rights Credits (e.g. Priority Area vs. Municipal Area). The transferee then becomes the “Certificate Owner” of said Water Rights Credits and has all rights to the Water Rights Credits specified in the Certificate as defined in this Agreement. It is stipulated and agreed that Water Rights Credits designated under this Agreement for use only within the Priority Area shall under no circumstances be allowed to be transferred into the general Municipal Area of the City. The replacement Certificate shall then become the “active” Certificate.

iii. Each Certificate Owner shall be responsible to retain the original documents in a secure place until such time as they are surrendered to the City. The surrendered Water Rights Credit Assignment Certificate, along with a copy of all active Water Rights Credit Assignment

Certificates shall be retained of record by the Tooele City Public Works Director, which record shall be conclusive as to the ownership and transfer of Water Rights Credits under the Certificates.

iv. The number and volume of all Water Rights Credits surrendered and assigned to any particular development within the City shall be verified by the City as to their sufficiency to meet the anticipated annual culinary water demand for the specific development, and in accordance with the water right exaction requirements of the City in effect at the time of the development application.

c. Conveyance of Water Rights Credits. The Certificate Owner of any Water Rights Credits which have been transferred pursuant to Subsections 4(a) and 4(b) above may utilize the Water Rights Credits to satisfy water dedication requirements found in Title 7, Chapter 26 of the Tooele City Code.

d. Exclusive Right. All Certificate Owners of Water Rights Credits shall have the sole and exclusive right to market and sell the Water Rights Credits under their ownership to potential buyers, consistent with the transfer process and use restrictions described in this Agreement.

e. No Expiration. Water Rights Credits shall not expire, but will continue until all One Hundred Sixty-One (161) Water Rights Credits subject to this Agreement have been fully surrendered to the City.

5. Conveyance of the Donation Land.

a. On a date mutually agreed upon by the Parties, but no later than thirty (30) days from the Effective Date (the “**Delivery Date**”), Owner will deliver a special warranty deed in the form attached hereto as Exhibit D (the “**Deed**”) conveying all right, title, and interest in and to the Donation Land to City. City shall reasonably cooperate with Owner’s tax reporting for the conveyance, including by accurately executing the donee acknowledgement portion of IRS form 8283. City shall not be required to determine, represent, or agree to the fair market value of the Donation Land.

b. As of the Delivery Date, Owner covenants that the Donation Land will be free and clear of all liens and encumbrances other than a lien for real property taxes and assessments not yet due and payable, for which the Owner will be responsible.

6. Representations and Warranties of Owner. Owner hereby represents and warrants to City as follows:

a. Owner has all requisite power and authority to enter into this Agreement, to perform Owner’s obligations hereunder, and to consummate the transaction contemplated hereby.

b. Owner has duly executed and delivered this Agreement, and this Agreement constitutes a valid and binding obligation of Owner enforceable in accordance with its terms.

c. Owner is not a party to any pending action, suit, proceeding or investigation, at law or in equity or otherwise, in, for or by any court or governmental board, commission, agency, department or officer in any venue within or outside the United States arising from or relating to this transaction, the Donation Land or to the past or present operations and activities of Owner upon or relating to the Donation Land.

d. Owner has not placed any, and to Owner's actual knowledge, there are no Hazardous Materials installed, stored in, or otherwise existing at, on, in, or under the Donation Land in violation of any Environmental Laws. For purposes of this Agreement, "**Hazardous Materials**" means "Hazardous Material," "Hazardous Substance," "Pollutant or Contaminant," and "Petroleum" and "Natural Gas Liquids," as those terms are defined or used in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (as amended), and any other substances regulated because of their effect or potential effect on public health and the environment, including polychlorinated biphenyls, lead paint, asbestos, urea formaldehyde, radioactive materials, putrescible materials, and infectious materials. For purposes of this Agreement, "**Environmental Laws**" means, without limitation, the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act and other federal, state, county, municipal, and other local laws governing or relating to Hazardous Materials or the environment together with their implementing regulations, ordinances, and guidelines,

e. Owner is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code, as amended and the regulations thereunder.

f. Owner is not, and shall not become, a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's specially designated and blocked persons list) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transactions or be otherwise associated with such persons or entities.

g. Owner has not: (i) filed any voluntary or had involuntarily filed against it in any court or with any governmental body pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or seeking to effect any plan or other arrangement with creditors, or seeking the appointment of a receiver; (ii) had a receiver, conservator, or liquidating agent or similar person appointed for all or a substantial portion of its assets; (iii) suffered the attachment or other judicial seizure of all, or substantially all, of its assets; (iv) given notice to any person or governmental body of insolvency; or (v) made an assignment for the benefit of its creditors or taken any other similar action for the protection or benefit of its creditors.

h. Notwithstanding anything to the contrary in this Agreement, Owner's representations and warranties hereunder are subject to the exceptions and matters disclosed in any title commitment or report obtained for the Donation Land.

7. Representations and Warranties of City. City hereby represents and warrants to Owner as follows:

a. City warrants that the Donation Land shall not be used for any purpose outside of recreation, municipal, or other public purpose, as determined by the City. City agrees that in no event shall the Donation Land be used for residential development purposes.

b. City has all requisite power and authority to enter into this Agreement, to perform City's obligations hereunder, and to consummate the transactions contemplated hereby.

c. City is relying on its own due diligence and inspections of the Donation Land for determining if the Donation Land is suitable for its intended purposes, and is accepting the Donation Land in its "as-is" condition.

d. City has duly executed and delivered this Agreement. Neither the execution, delivery, or performance of this Agreement, nor the consummation of the transactions contemplated hereby is prohibited by, or requires City to obtain any consent, authorization, approval, or registration under any law, statute, rule, regulation, judgment, order, writ, injunction, or decree which is binding upon City which has not been previously obtained.

8. Representations and Warranties of Developer and District. District represents and warrants that it will issue and honor the Certificates and associated Water Rights Credits. Developer shall confirm Owner receives the Certificates and associated Water Rights Credits, as set forth in this Agreement.

9. Costs and Expenses. Owner will pay all costs and expenses associated with the conveyance of the Donation Land to City, including recording fees associated with recordation of the Deed. Owner will obtain a title insurance policy that includes the most current version of an ALTA standard coverage owner's policy, insuring that City is the owner of the Donation Land. If City elects to obtain additional title insurance coverage, City may do so at its own expense. Owner will execute such standard affidavits and other documents as may be reasonably required by the title insurance company to obtain such policy, including an affidavit stating that there are no parties in possession. City shall pay all costs and expenses associated with its investigation of the Donation Land. Each Party shall bear its own legal fees in connection with the donation and this Agreement.

10. Possession; AS-IS Conveyance. Possession of the Donation Land shall be delivered to City after recordation of the Deed. Except for any express warranties and representations set forth elsewhere in this Agreement, or the Deed, City acknowledges that City has not relied on any warranties, promises, understandings or representations, express or implied, oral or written, of Owner or any of Owner's representatives or employees relating to the Donation Land or any other aspect of the gift to City, and that City shall acquire the Donation Land in its present condition and state of repair, "**AS IS**" and "**WHERE IS**", with all defects and liabilities, latent or apparent. City has inspected and investigated all aspects of the Donation Land as City deems necessary or appropriate to City's complete satisfaction and has observed the physical characteristics and existing conditions of the Donation Land. City waives any and all objections to, complaints about, or claims regarding the Donation Land and its physical characteristics and existing conditions.

11. Exclusive Representations and Warranties; Survival of Representations and Warranties. The representations and warranties of the Parties expressly set forth in this Agreement and the Deed, constitute the sole and exclusive representations and warranties of the Parties in

connection with the donation of the Donation Land, which representations and warranties shall survive the execution of this Agreement and the conveyance of the Donation Land for a period of three (3) years.

a. Owner shall be solely responsible for determining and substantiating any tax treatment or claimed charitable deduction arising from the conveyance of the Donation Land, including obtaining any qualified appraisal.

12. Binding Effect. The provisions of this Agreement are binding upon and shall inure to the benefit of the Parties and their respective heirs, personal representatives, successors and assigns.

13. Attorney Fees. If either Party to this Agreement initiates or defends any legal action or proceeding with the other Party in any way connected with this Agreement, the prevailing Party in any such legal action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to recover from the losing Party or Parties in any such legal action or proceeding its reasonable costs and expenses of suit, including reasonable attorney fees and expert witness fees.

14. Counterparts. This Agreement may be executed in counterparts (and by different Parties to this Agreement in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or email to the other Party shall be effective as delivery of a manually executed counterpart of this Agreement.

15. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with written confirmation of receipt) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 15):

if to Owner:

Okoa Capital, LLC
1441 W. Ute Blvd., Suite 130
Park City, Utah 84098
Attention: Ty Corbridge
E-mail Address: ty@okoacapital.com
Telephone No.: 702-378-1854

With a copy to Developer:

Tooele 90 LLC

881 W. State Street, Suite 140-204
Pleasant Grove, Utah 84062
Attention: Darwin Fielding
E-mail Address: darwinf08@gmail.com
Telephone No.: 435-668-0346

if to City:

Tooele City
90 N. Main Street
Tooele, UT 84074
Attn: City Recorder
Email: shilob@tooelecity.gov
Telephone: 435-843-2111

With a copy to:

Tooele City
90 N. Main Street
Tooele, UT 84074
Attn: City Attorney
Email: attorney@tooelecity.gov
Telephone: 435-843-2120

if to District:

Tooele City Water Special Service District
90 N. Main Street
Tooele, UT 84074
Attn: Chairman

With a copy to:

Tooele City
90 N. Main Street
Tooele, UT 84074
Attn: City Attorney
Email: attorney@tooelecity.gov
Telephone: 435-843-2120

16. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect, invalidate, or render unenforceable any other term or provision of this Agreement. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

17. Governing Law; Venue. This Agreement shall be construed according to the laws of the State of Utah, without giving effect to its conflict of laws principles. Each Party irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the state and federal courts with jurisdiction over Tooele County.

18. Waiver of Jury Trial. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, THE PARTIES HEREBY WAIVE, AND AGREE THAT THEY WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY ACTION DESCRIBED HEREIN. THE PARTIES AGREE THAT EITHER OF THEM MAY FILE A COPY OF THIS SECTION 18 WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT BETWEEN THE PARTIES IRREVOCABLY TO WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY SUCH ACTION AND THAT ANY SUCH ACTION WILL INSTEAD BE TRIED BY A JUDGE SITTING WITHOUT A JURY.

19. Entire Agreement. This Agreement and the Option Agreement constitute the entire agreement of the Parties with respect to the matters expressly addressed herein, and no prior agreement or understanding pertaining to any such matter discussed herein shall be effective for any purpose.

20. Amendments. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the Parties hereto or their respective successors in interest.

[Remainder of Page Left Intentionally Blank]

IN WITNESS OF THEIR AGREEMENT, the Parties have signed this Agreement as of the Effective Date.

CITY:

TOOELE CITY CORPORATION,
a Utah municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney

DISTRICT:

**TOOELE CITY WATER SPECIAL SERVICE
DISTRICT,** a political subdivision of the State of
Utah

By: _____
Name: _____
Title: _____

[Signatures Continue on Following Page]

OWNER:

OKOA CAPITAL, LLC,
a Utah limited liability company

By: _____
Name: _____
Title: _____

DEVELOPER:

TOOELE 90 LLC,
a Utah limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A

Legal Description of the Donation Land

Parcel 1:

Commencing at a point 187.59 feet West of the center of Section 33, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said point being on the Westerly right of way line of Settlement Canyon Road and being also on the South line of the Northwest Quarter of said Section 33; and running thence West along said South line of the Northwest Quarter of said Section 33 1297.43 feet, more or less, to a point on the Southerly right of way line of State Highway U-36; thence Northeasterly along an arc convex to the Northwest having a radius of 5679.65 feet 393.38 feet, arc measure to a point of tangency, said line being the Southerly right of way line of State Highway U-36; thence North 57°14' East, measured along the Southerly right of way line of said State Highway 377.81 feet to the Westerly corner of the Mason property; thence South 45°25' East along said Mason property 210 feet; thence North 58°18' East along said Mason property 210 feet to the Westerly right of way line of Settlement Canyon Road; thence South 45°07'30" East along the West line of said Settlement Canyon Road 180.74 feet; thence South 41°06'30" East along the West line of said Settlement Canyon Road 159.59 feet to a point of curve; thence Southeasterly along an arc, convex to the Southeast, having a radius of 554.31 feet 103.5 feet arc measure to the point of tangency, said line being also the West line of said Settlement Canyon Road; thence South 30°24'30" East along the West line of said Settlement Canyon Road 69.33 feet to the point of beginning.

Parcel No.: 02-014-0-0017

Parcel 2:

Beginning 200 feet West of the center of Section 33, Township 3 South, Range 4 West, and running on the Southerly right of way of Settlement Canyon Road; thence West 20.5 chains to the Southeasterly roadway line of State Highway U-36; thence along said right of way line 1495 feet to the Section line; thence South 22 chains to the Southwest corner of Section 33; thence East 40 chains to the South Quarter corner; thence North 35.6 chains to South line of said Settlement Canyon Road; thence Northwesterly along said boundary of said road 5.5 chains to the point of beginning.

Less and excepting therefrom any portion of land conveyed to Tooele City Water Special Service District as described in Warranty Deed, recorded December 18, 2002, as Entry No. 192874, in Book 807, at Page 814, being more particularly described as follows:

Beginning at a point North 89°31'32" East 1373.03 feet along the section line and South 0°28'28" East 151.49 feet from the West Quarter corner of Section 33, Township 3 South, Range 4 West, Salt Lake Base and Meridian; and running thence South 37°49'54" East 208.70 feet; thence South 52°10'06" West 208.70 feet; thence North 37°49'54" West 208.70 feet; thence North 52°10'06" East 208.70 feet to the point of beginning.

Parcel No.: 02-012-0-0005

Parcel 3:

Beginning at the Southeast corner of Section 32, Township 3 South, Range 4 West, Salt Lake Base and Meridian; and running thence West 1320 feet to the Utah Power & Light Company property; thence North 70 feet; thence West 225.19 feet to the Easterly right of way of U-36; thence North 44°50' East 880 feet along said right of way line to the property conveyed to Allred; thence South 44°10' East 500 feet; thence North 44°50' East 602 feet; thence North 44°10' West 500 feet to the Easterly right of way of said U-36; thence North 44°50' East 723 feet to the section line; thence South 1650 feet to the point of beginning.

Parcel No.: 02-010-0-0011

General Depiction of the Donation Land

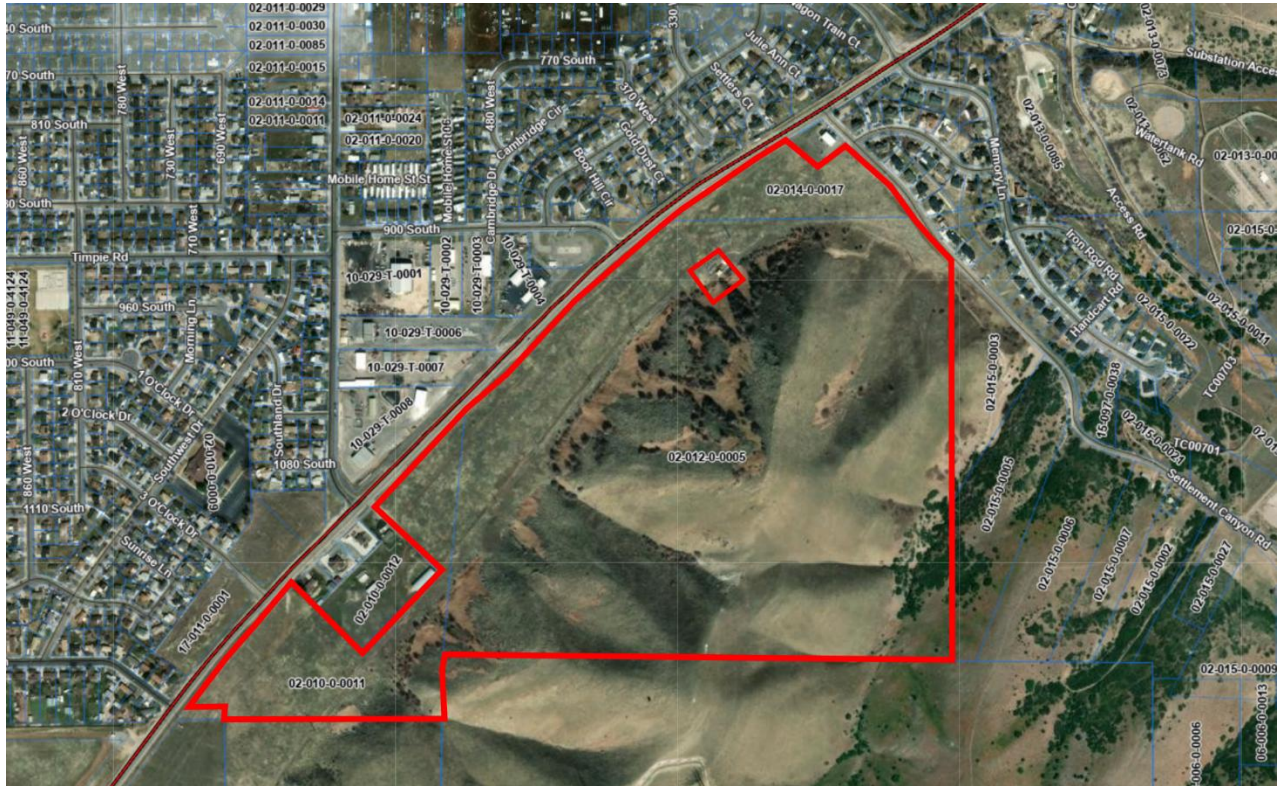


EXHIBIT B

Depiction of the Use Area Map

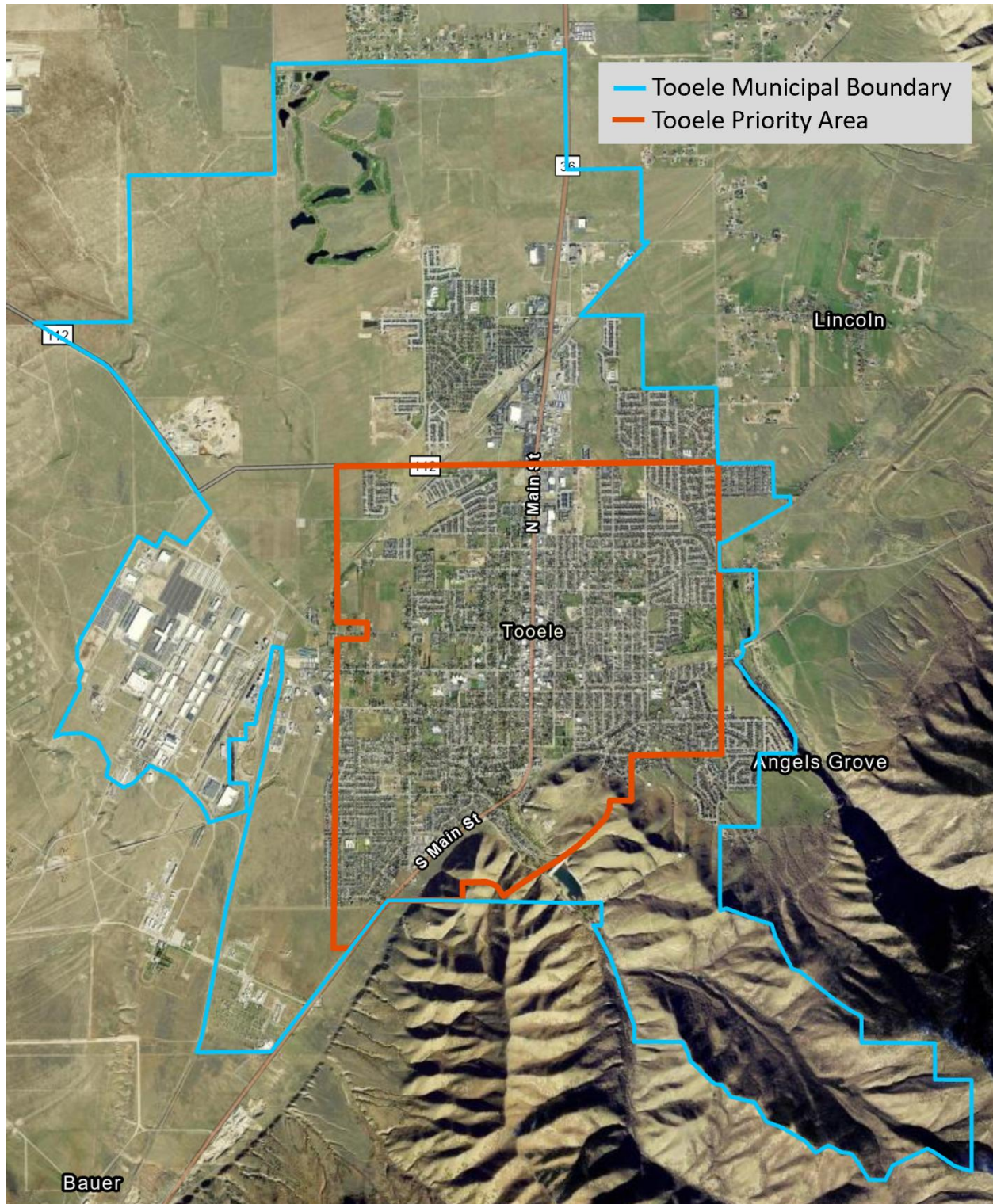


EXHIBIT C
TOOELE CITY CORPORATION

WATER RIGHTS CREDIT ASSIGNMENT CERTIFICATE #2026-##A

This WATER RIGHTS CREDIT ASSIGNMENT CERTIFICATE (“Assignment Certificate” or “Certificate”), is issued pursuant to the Water Certificate and Land Donation Agreement under authority of Tooele City Resolution 2026-##, approved by the Tooele City Council on _____, 2026 (the “Resolution”).

1. The Water Certificate and Land Donation Agreement approved under Tooele City Resolution 2026-## entitles OKOA Capital, LLC a total of One Hundred Sixty One (161.0) Water Rights Credits “Water Rights Credits”. Each Water Rights Credit represents one (1.0) acre-foot of water, to be used in satisfaction of the water rights dedication requirements set forth in Tooele City’s water rights dedication ordinance (T.C.C. 7-26-1, *et seq.*) (“Water Dedication Code”).

2. This Assignment Certificate has been issued pursuant to the assignment of Water Rights Credits to OKOA Capital, LLC and entitles OKOA Capital, LLC, upon surrendering this Certificate to Tooele City, for at least Forty (40.0) acre-feet of the Water Rights Credits on property that falls within the area depicted as the “Tooele Priority Area” on the Use Area Map (the “Priority Area”), the balance of the remaining acre-feet of the Water Rights Credits may be used anywhere within the “Municipal Area” and shall be no more than One Hundred Twenty One (121.0) acre-feet of the Water Rights Credits, the total water rights credit being One Hundred Sixty One (161.0).

ISSUED this ____ day of _____, 20____.

TOOELE CITY CORPORATION

Nathan Farrer
Public Works Director

Maresa Manzione
Mayor

Approved as to Form:

Attest:

Matthew C. Johnson, City Attorney

Shilo Baker, City Recorder

EXHIBIT C-1

SURRENDER OF WATER RIGHT CREDIT ASSIGNMENT CERTIFICATE 2026-##A
(Surrender of Certificate for Development)

This WATER RIGHTS CREDIT ASSIGNMENT CERTIFICATE ("Certificate") is hereby SURRENDERED to the Tooele City Water Special Service District (the "District") to satisfy the water rights requirements determined for and associated with the _____ (*insert name of development*) development, namely in the amount of _____ water right credits, and which credits are allowed for use within the *Priority Area / Municipal Area (Select one)* as defined in the certain Water Certificate and Land Donation Agreement under authority of Tooele City Resolution 2026-##.

With the notarized signature below by the authorized party for _____, the Owner of this Certificate, all rights authorized by this Certificate are hereby surrendered, forfeited, conveyed, and transferred to the District with any remaining water right credit balance being returned through a separate successor certificate to the Owner.

OWNER:

Printed Name: _____
Title: _____
Address: _____

Dated this ____ day of _____, 20__, personally appeared before me _____, the signer(s) of this authorization who duly executed the same.

My commission expires: _____

(Notary)
Residing in _____ County, Utah

EXHIBIT C-2

SURRENDER OF WATER RIGHT CREDIT ASSIGNMENT CERTIFICATE 2026-##A
(Surrender of Certificate for Transfer of Credits to Transferee)

This WATER RIGHTS CREDIT ASSIGNMENT CERTIFICATE ("Certificate") is hereby SURRENDERED to the Tooele City Water Special Service District (the "District") for the Transfer of _____ Water Right Credits to _____ (Transferee) of _____ (insert mailing address) to be held for future development within the Priority Area / Municipal Area (Select one) as defined in the certain Water Certificate and Land Donation Agreement under authority of Tooele City Resolution 2026-##

With the notarized signature below by the authorized party for _____, the Owner of this Certificate, all rights authorized by this Certificate are hereby surrendered, forfeited, conveyed, and transferred to the Transferee with any remaining water right credit balance being returned through a separate successor certificate to the Owner.

OWNER:

Printed Name: _____
Title: _____
Address: _____

Dated this ____ day of _____, 20__, personally appeared before me _____, the signer(s) of this authorization who duly executed the same.

My commission expires: _____

(Notary)
Residing in _____ County, Utah

**EXHIBIT C-3
TOOELE CITY CORPORATION**

WATER RIGHTS CREDIT ASSIGNMENT CERTIFICATE #2026-##A

This WATER RIGHTS CREDIT ASSIGNMENT CERTIFICATE (“Assignment Certificate” or “Certificate”), is issued pursuant to the Water Certificate and Land Donation Agreement under authority of Tooele City Resolution 2026-##, approved by the Tooele City Council on _____, 2026 (the “Resolution”).

1. The Water Certificate and Land Donation Agreement approved under Tooele City Resolution 2026-## originally entitled OKOA Capital, LLC a total of One Hundred Sixty One (161.0) Water Rights Credits “Water Rights Credits”. Each Water Rights Credit represents one (1.0) acre-foot of water, to be used in satisfaction of the water rights dedication requirements set forth in Tooele City’s water rights dedication ordinance (T.C.C. 7-26-1, *et seq.*) (“Water Dedication Code”).

2. This Assignment Certificate has been issued pursuant to the assignment of Water Rights Credits to _____ and entitles _____, upon surrendering this Certificate to Tooele City, for _____ acre-feet of the Water Rights Credits to be used only on property that falls within the area depicted as the “Tooele Priority Area” on the Use Area Map (the “Priority Area”), and _____ acre-feet of the Water Rights Credits that may be used anywhere within the “Municipal Area”.

ISSUED this ____ day of _____, 20__.

TOOELE CITY CORPORATION

Nathan Farrer
Public Works Director

Maresa Manzione
Mayor

Approved as to Form:

Attest:

Matthew C. Johnson, City Attorney

Shilo Baker, City Recorder

EXHIBIT D

Form of Deed

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
DEED TO:**

TOOELE CITY
Attn: City Recorder
90 N. Main Street
Tooele, UT 84074

(Tax Identification Nos: 02-014-0-0017, 02-012-0-0005, 02-010-0-0011)

SPECIAL WARRANTY DEED

For the purpose of making a gift, OKOA CAPITAL, LLC, a Utah limited liability company (“Grantor”), hereby conveys to the TOOELE CITY CORPORATION, a Utah municipal corporation (“Grantee”), all right, title, and interest in and to the following real property situated in Tooele County, Utah, together with all rights and privileges appurtenant thereto (including, without limitation, all easements, licenses, appurtenances, and hereditaments), free and clear of all liens and encumbrances other than a lien for real property taxes and assessments not yet due and payable:

See Exhibit A attached hereto and incorporated herein by this reference.

Subject to and except for all matters of record and matters that would be disclosed by a physical inspection or survey of the property but such excepted matters do not include: (1) any and all mechanic’s or materialmen’s liens against the property created by, through or under Grantor; and (2) any tax liens or judgment liens, arising by, through or under Grantor.

Grantor hereby binds itself and its successors to warrant and defend the title, as against all acts of Grantor herein and none other, subject to the matters above set forth.

DATED this _____ day of _____, 20__.

[Signatures and Acknowledgements Follow]

GRANTOR:

OKOA CAPITAL, LLC,
a Utah limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, the _____ of Okoa Capital, LLC, a Utah limited liability company, on behalf of said company.

Notary Public

Exhibit A to Deed
Legal Description of the Property

Parcel 1:

Commencing at a point 187.59 feet West of the center of Section 33, Township 3 South, Range 4 West, Salt Lake Base and Meridian, said point being on the Westerly right of way line of Settlement Canyon Road and being also on the South line of the Northwest Quarter of said Section 33; and running thence West along said South line of the Northwest Quarter of said Section 33 1297.43 feet, more or less, to a point on the Southerly right of way line of State Highway U-36; thence Northeasterly along an arc convex to the Northwest having a radius of 5679.65 feet 393.38 feet, arc measure to a point of tangency, said line being the Southerly right of way line of State Highway U-36; thence North 57°14' East, measured along the Southerly right of way line of said State Highway 377.81 feet to the Westerly corner of the Mason property; thence South 45°25' East along said Mason property 210 feet; thence North 58°18' East along said Mason property 210 feet to the Westerly right of way line of Settlement Canyon Road; thence South 45°07'30" East along the West line of said Settlement Canyon Road 180.74 feet; thence South 41°06'30" East along the West line of said Settlement Canyon Road 159.59 feet to a point of curve; thence Southeasterly along an arc, convex to the Southeast, having a radius of 554.31 feet 103.5 feet arc measure to the point of tangency, said line being also the West line of said Settlement Canyon Road; thence South 30°24'30" East along the West line of said Settlement Canyon Road 69.33 feet to the point of beginning.

Parcel No.: 02-014-0-0017

Parcel 2:

Beginning 200 feet West of the center of Section 33, Township 3 South, Range 4 West, and running on the Southerly right of way of Settlement Canyon Road; thence West 20.5 chains to the Southeasterly roadway line of State Highway U-36; thence along said right of way line 1495 feet to the Section line; thence South 22 chains to the Southwest corner of Section 33; thence East 40 chains to the South Quarter corner; thence North 35.6 chains to South line of said Settlement Canyon Road; thence Northwesterly along said boundary of said road 5.5 chains to the point of beginning.

Less and excepting therefrom any portion of land conveyed to Tooele City Water Special Service District as described in Warranty Deed, recorded December 18, 2002, as Entry No. 192874, in Book 807, at Page 814, being more particularly described as follows:

Beginning at a point North 89°31'32" East 1373.03 feet along the section line and South 0°28'28" East 151.49 feet from the West Quarter corner of Section 33, Township 3 South, Range 4 West, Salt Lake Base and Meridian; and running thence South 37°49'54" East 208.70 feet; thence South 52°10'06" West 208.70 feet; thence North 37°49'54" West 208.70 feet; thence North 52°10'06" East 208.70 feet to the point of beginning.

Parcel No.: 02-012-0-0005

Parcel 3:

Beginning at the Southeast corner of Section 32, Township 3 South, Range 4 West, Salt Lake Base and Meridian; and running thence West 1320 feet to the Utah Power & Light Company property; thence North 70 feet; thence West 225.19 feet to the Easterly right of way of U-36; thence North 44°50' East 880 feet along said right of way line to the property conveyed to Allred; thence South 44°10' East 500 feet; thence North 44°50' East 602 feet; thence North 44°10' West 500 feet to the Easterly right of way of said U-36; thence North 44°50' East 723 feet to the section line; thence South 1650 feet to the point of beginning.

Parcel No.: 02-010-0-0011

TOOELE CITY CORPORATION

RESOLUTION 2026-53

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AND RATIFYING AN AGREEMENT WITH JUDGE NETTING MOUNTAIN WEST FOR THE INSTALLATION OF GOLF COURSE NETTING ON SEVENTEEN NEWLY INSTALLED WOODEN POLES AT OQUIRRH HILLS GOLF COURSE.

WHEREAS, Tooele City owns and operates Oquirrh Hills Golf Course (the “Golf Course”); and,

WHEREAS, in order to ensure and improve public safety in the area at and near the Golf Course, the City has installed safety netting systems; and,

WHEREAS, due to a weather event, several pieces of equipment needed repair and replacement, including seventeen wooden poles recently replaced by PacifiCorp, d/b/a Rocky Mountain Power; and,

WHEREAS, the replacement of these wooden poles necessitated installation of Golf Course Netting on these poles; and,

WHEREAS, Judge Netting Mountain West submitted a proposal to install the Golf Course Netting on the seventeen wooden poles at a total price of \$92,930.00, (see agreement attached as Exhibit A); and,

WHEREAS, Judge Netting Mountain West is the exclusive source capable of matching and integrating with the existing specialized netting system infrastructure at the Golf Course; and,

WHEREAS, Judge Netting Mountain West previously installed safety netting systems for the City pursuant to Resolution 2025-74, and the City Administration recommends using this service for the necessary repair and replacement; and,

WHEREAS, the Mayor’s signing of the Agreement was in the best interests of the City, as time was of the essence for the installation of this safety feature:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the agreement with Judge Netting Mountain West, attached as Exhibit A, for the installation of Golf Course Netting on seventeen newly installed wooden poles at Oquirrh Hills Golf Course is hereby approved and ratified, and the Mayor is hereby authorized to execute any additional documents necessary to consummate the agreement.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form:

Matthew C. Johnson, City Attorney

Exhibit A

Agreement Judge Netting Mountain West



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and **Judge Netting Mountain West of 5037 South 2700 West, Roy, UT 84067**, enter into this Agreement on the **16 day of July, 2026** (the “Effective Date”).

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

Oquirrh Hills Golf Course 1255 West Vine Street, Tooele, UT 84074
Oquirrh Hills Golf Course Netting Replacement Project

1. Services (Scope of Work). The Contractor shall provide the following services to the City:
 - Furnishing and Installation of Golf Course Netting on Seventeen (17) existing new wooden poles installed by RMP, located on the driving range at Oquirrh Hills Golf Course
 - Spans an overall length of approx. 900 linear feet.
 - Fourteen (14) of the poles are sixty-five (65) feet tall, with the remaining three (3) poles being approximately twenty-five (25) feet in height.
 - Includes all required netting design, engineering as well as the furnishing and installation of the netting, rope borders, ground anchors, guy/brace cables, fittings, clamps, eye bolts, and all other labor, equipment and materials necessary to provide a fully installed and functional Golf Course Netting System
 - Contractor is responsible for removal of all debris, from the Course Netting Installation
 - Contractor is responsible for job site safety, proper containment of work area and equipment
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 **\$92,930.00** for fully performing the Services, pursuant to invoice.
 - b. Total Cost Contract. This Agreement is a “Total Cost Contract.” The contract Rate includes all costs and expenses associated with the provision of the Services.
 - c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.
4. Term of Agreement. Contractor shall fully perform the Services by **November 30, 2026**.
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
 - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$1,000,000. Contractor shall name the City, its agents, officers, employees, and independent contractors as additional insureds for all liability arising from this Agreement. Contractor shall require that all of its subcontractors name the City, its agents, officers, employees, and independent contractors as additional insureds on endorsements issued under their respective liability insurance policies, for all liability arising from this Agreement.
 - b. Contractor Indemnification. Contractor shall indemnify, defend, and hold harmless the City, and its agents, officers, employees, and independent contractors, from and against all

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

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

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

TOOELE CITY CORPORATION

CONTRACTOR

Maresa Manzione, Tooele City Mayor

Signature

Print Name/Title: _____

Attest:

Approved as to form:

Shilo Baker, Tooele City Recorder

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

SEAL



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 NO. 2026-54

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH LENSLOCK, INC. FOR POLICE CAMERAS, VIDEO SYSTEMS, CLOUD STORAGE, SOFTWARE, AND RELATED SERVICES.

WHEREAS, Tooele City, through the Tooele City Police Department, requires reliable, secure, and modern cameras, video systems, and digital evidence management capabilities to ensure public safety, officer safety, transparency, and efficient evidentiary record-keeping; and,

WHEREAS, Lenslock, Inc. ("Lenslock") provides a comprehensive, integrated law enforcement technology platform, comprising camera hardware, cloud-based software, compliant storage, technology updates and support, and related services; and,

WHEREAS, Lenslock has proposed an agreement, attached as Exhibit A, whereby Lenslock would provide those services to the City, through Tooele City Police Department, for a period of five years at the rate of \$55,817.00 per year; and,

WHEREAS, the Tooele City Police Department has used Lenslock's services for several years and has found that the service has met the needs of the City; and,

WHEREAS, continued service from Lenslock would have the benefit of continuity of service, and would maximize efficiency and cost to the City; and,

WHEREAS, Lenslock qualifies as a specialized vendor under a sole-source purchase justification due to the proprietary nature of its hardware-software platform, system standardization, and operational continuity; and,

WHEREAS, the Tooele City Council finds that entering into a multi-year master service agreement with Lenslock serves the best interests of Tooele City and promotes the safety and public welfare of its residents:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the agreement with Lenslock, Inc., attached as Exhibit A, for police cameras, video systems, cloud storage, software, and related services, for a period of five years at the rate of \$55,817.00 per year is hereby approved, and the Mayor is hereby authorized to execute the agreement and any documents necessary to consummate the agreement.

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Shilo Baker, City Recorder

S E A L

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

EXHIBIT A

Agreement: Lenslock, Inc.



Subject: Signature Request – LensLock Provided Equipment Agreement

Dear Chief Adrian Day,

I hope this message finds you well.

Please find below the Provided Equipment Agreement.

Kindly review and sign the enclosed document via DocuSign at your earliest convenience.

Thank you for your attention and partnership.

Best regards,

Frank Furfari
Contract Manager
LensLock, Inc.
frankf@lenslock.com | (609) 314-1826

LENSLOCK, INC. MASTER SERVICE AGREEMENT (REV 9)

Effective Date: July 17, 2026

Parties: LensLock, Inc. ("LensLock") and the Client identified in the accompanying Business Quote/Provided Equipment Agreement (PEA).

Scope of Services - LensLock provides body-worn cameras, in-car video systems, cloud storage, software, and related services as specified in the Business Quote/PEA.

Term - The Term is as specified in the Business Quote/PEA. For financed transactions, cancellation or early termination is addressed exclusively in the PEA and not in this Agreement. For cash transactions, this Agreement is non-cancellable except as required by applicable non-appropriation law. No other termination rights apply.

Fees & Payment - Invoices are due net 30. Nonpayment beyond 15 days may result in suspension of services, late fees, and acceleration of all remaining fees due under the Term. No offset or withholding is permitted. Charges are at LensLock's then-published prices, updated on 30 days' notice.

Equipment Ownership & Warranty - All equipment remains LensLock property unless expressly purchased. Client shall safeguard and return equipment at the end of the Term. LensLock guarantees that all rented hardware will remain in good working order during the Term. Any defective units will be repaired or replaced with a comparable model at no cost to Client, subject to normal wear and tear.

Data Ownership & Access - LensLock owns all data collected via its equipment and services. Client has a limited license to access and use data during the Term. Upon expiration or nonpayment, access ceases; data is retained for 90 days unless law requires longer. Client may purchase retained data at the following or then-published rates: \$0.15/GB stored, \$1/video or image file, plus \$250 administrative fee. Data delivered within 30 days of payment. LensLock disclaims liability for loss beyond retention or failure to purchase.

Compliance - Both parties shall comply with applicable laws, including CJIS, TABOR, and HIPAA standards. Client remains responsible for internal use, labor relations, and union compliance. Only properly certified personnel may handle evidence or confidential data. LensLock reserves the right to allow third-party CJIS audit validation.

Confidentiality - Each party agrees to protect confidential and proprietary information with the same standard as its own.

Indemnification - Client indemnifies, defends, and holds harmless LensLock from claims, damages, and expenses arising solely from the client's gross negligence, willful misconduct, intentional misuse of equipment, or legal non-compliance. LensLock indemnifies Client solely against third-party claims of intellectual property infringement or product liability, third-party access to video hosting, and negligent acts or omissions of LensLock's employees. Remedies are limited to repair/replace, procurement of rights, or refund less reasonable use, for breaches in data security or confidentiality.

Limitation of Liability - LensLock's liability is limited to fees paid in the prior 12 months. Neither party is liable for indirect, consequential, or punitive damages.

Dispute Resolution - Vendor disputes shall be resolved by binding AAA arbitration in California. Civil rights and constitutional claims may proceed in court.

Force Majeure - Neither party shall be liable for delay or failure due to events beyond reasonable control, including pandemics, supply chain disruption, or government action.

Severability - If any provision is held invalid, illegal, or unenforceable, the remainder shall remain in full force. Where conflict arises, statutory or regulatory compliance shall override.

Insurance - Client shall name LensLock as Additional Insured on its liability policy for claims arising from use of LensLock equipment/services, with coverage limits consistent with industry standards.

Redaction & Integration - LensLock provides 10 complimentary redaction cases/year (≤ 10 hrs each). Additional redaction billed at \$195/hr or then published prices. CAD integration and MDT apps included.

CLIENT: Tooele PD - UT: Adrian Day – Chief

Signature: _____ Date: _____

VENDOR: LENSLOCK, INC.: Schuyler G. Floyd – Corporate Financial Controller

Signature: _____ Date: _____



Provided Equipment Agreement

AGREEMENT NO.
3318879
Send Account Inquiries to: 1310 Madrid Street · Marshall, MN 56258
Send Payments to: PO Box 790448 · St. Louis MO 63179-0448

The words "User," "Lessee," "you" and "your" refer to Customer. The words "Owner," "Lessor," "we," "us" and "our" refer to LENSLOCK INC.

CUSTOMER INFORMATION

FULL LEGAL NAME		STREET ADDRESS	
Tooele City Corporation		50 N GARDEN ST	
CITY	STATE	ZIP	PHONE
TOOELE, UT 84074			(435) 882-5600
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)		E-MAIL	
50 N GARDEN ST, TOOELE, UT 84074			
BILLING STREET ADDRESS (IF DIFFERENT FROM CUSTOMER ADDRESS ABOVE)		CITY	STATE
50 N GARDEN ST		TOOELE, UT	84074

EQUIPMENT DESCRIPTION

See Schedule A

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

☒ See attached Schedule A

PAYMENT & TERM INFORMATION

Advance Payment: \$0.00

(plus applicable taxes)

If you are exempt from sales tax, attach your certificate.

5 Annual Payments of \$55,817.00

(plus applicable taxes)

The payment ("Payment") period is monthly unless otherwise indicated.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

1. **AGREEMENT:** You agree to rent from us the goods ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. The term shall start on the date we pay Supplier. If no advance payment is required, the first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date is mutually agreed to by us and you. If the parties agree to adjust the Payment due date (an "Adjusted Due Date"), in addition to all Payments and other amounts due hereunder, you will pay an interim payment in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Scheduled Due Date and the Adjusted Due Date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) by up to 10% to accommodate changes in the Equipment cost; (ii) if the shipping charges or taxes differ from the estimate given to you; (iii) to comply with the tax laws of the state in which the Equipment is located; and/or (iv) if a down payment or deposit is deducted. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its rental, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing, searching and/or titling costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of \$0.00 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

Tooele City Corporation

CUSTOMER (AS REFERENCED ABOVE)

X

SIGNATURE

Adrian Day

Mayor

TITLE

FEDERAL TAX IDENTIFICATION NUMBER

PRINT NAME

DATED

OWNER ACCEPTANCE

LENSLOCK INC

OWNER

SIGNATURE

Authorized Signatory

TITLE

DATED

3. EQUIPMENT; SECURITY INTEREST: At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, renting, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. DEFAULT AND REMEDIES: You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. INSPECTIONS AND REPORTS: We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end; and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. END OF TERM: At the end of the initial term, this Agreement shall renew for successive 3-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to return the Equipment, and you timely return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is returned. As long as you have given us the required written notice, you will return all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**

9. USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. MISCELLANEOUS: Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. WARRANTY DISCLAIMERS: WE ARE RENTING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.**

12. LAW; JURY WAIVER: This Agreement will be governed by and construed in accordance with Minnesota law. You consent to jurisdiction and venue of any state or federal court in Minnesota and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

X CUSTOMER INITIALS: _____



TERMS AND CONDITIONS ADDENDUM

AGREEMENT #
3318879

Addendum to Agreement # 3318879 and any future supplements/schedules thereto, between **TOOELE CITY CORPORATION**, as Customer and LENSLOCK INC, as Owner ("Agreement"). The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Owner.

The parties wish to amend the above-referenced Agreement as follows:

Paragraph 6. DEFAULT AND REMEDIES:

Sentence 8 has been modified to read as follows:

"Except with respect to your obligations to defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment and such damages as we may be entitled to recover pursuant to this Agreement, NEITHER PARTY WILL BE RESPONSIBLE TO PAY ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE."

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Owner to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

LENSLOCK INC

Owner

Signature

Title

Date

TOOELE CITY CORPORATION

Customer



Signature

Mayor

Title

Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



STATE AND LOCAL GOVERNMENT ADDENDUM AGREEMENT

3318879

Addendum to Agreement # 3318879 and any future supplements/schedules thereto, between Tooele City Corporation, as Customer and LENSLOCK INC, as Lessor. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Lessor.

1. The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

INITIAL TERM AND RENEWAL TERM(S): The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

SUPPLEMENTS; SEPARATE FINANCINGS: To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or schedule ("Supplement") under the above-referenced Agreement, such Supplement,

as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy.

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

3. If your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement.

To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement (s) to show our interest.

Ownership of any Licensed Software shall remain with Supplier thereof. All

Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and Supplier, which shall not be affected by this Agreement. IN NO EVENT SHALL WE HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS.** YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited.

The following shall be additional remedies we have for your default under the Agreement: We shall have the right to: (a) cause the termination of the Financed Items and you irrevocably consent to such termination of the Financed Items by Supplier; and (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.

LENSLOCK INC

Lessor

Signature

Authorized Signatory

Title

Date

Tooele City Corporation

Customer

X

Signature

Mayor

Title

Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



**UTAH ADDENDUM
(STATE AND LOCAL GOVERNMENT)**

**AGREEMENT #
3318879**

Addendum to Agreement # 3318879 and any future supplements/schedules thereto, between Tooele City Corporation, as Customer and LENSLOCK INC, as Lessor. The words "you" and "your" refer to Customer. The words "we," "us" and "our" refer to Lessor.

The parties wish to amend the above-referenced Agreement by adding the following written verification:

Lessor represents that, to the extent this Agreement constitutes a contract having a value of \$100,000 or more and for which a written verification is required under Utah Code Ann. § 63G-27-201, Lessor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, are not currently engaged in, and agree for the duration of the Agreement not to engage in, (1) a boycott of the State of Israel or (2) an economic boycott. As used in the foregoing verification, "boycott of the State of Israel" and "economic boycott" shall have the meanings set forth in Utah Code Ann. § 63G-27-102.

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.

LENSLOCK INC

Lessor

Signature

Authorized Signatory

Title

Date

Tooele City Corporation

Customer

A handwritten signature in black ink, appearing to be 'X' or a stylized mark.

Signature

Mayor

Title

Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



SCHEDULE A

AGREEMENT

3318879

This Schedule A is to be attached to and become part of Agreement # 3318879, by and between the undersigned as Customer and LENSLOCK INC as Lessor/Secured Party.

CUSTOMER ACCEPTANCE

This Schedule A is hereby verified as correct by the undersigned Customer, who agrees to the terms hereof.

Tooele City Corporation

X

Mayor

CUSTOMER

SIGNATURE

TITLE

DATED

EQUIPMENT DESCRIPTION

SUPPLIER: LENSLOCK INC

10089 WILLOW CREEK RD STE 200
SAN DIEGO, CA 92131

55- EAGLE 13 BODY WORN CAMERA EQUIPMENT

55- EAGLE 13 BODY WORN CAMERA ACCESSORIES

3- EAGLE 13 BODY WORN CAMERA DS-6 TABLETOP DOCKING

STATION

50- EAGLE 13 BODY WORN CAMERA IN-CAR DOCKING/

CHARGING CRADLE

1- LENSLOCK LIVE VIEW UNLIMITED BODY WORN CAMERA

SERVICE

1- LENSLOCK SOFTWARE-MOBILE APP & MDT APP

1- DISTRICT ATTORNEY & DEFENSE ACCESS

1- MICROSOFT AZURE DATABASE SECURITY FEE

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.



LESSEE'S GENERAL AND INCUMBENCY CERTIFICATE

AGREEMENT NO.

3318879

GENERAL CERTIFICATE

Re: Lease Agreement # 3318879, between Tooele City Corporation, as Lessee ("Lessee") and LENSLOCK INC, as Lessor.

The undersigned, being the duly elected, qualified and acting official of Lessee holding the title stated in the signature line below, does hereby certify as of the date of this Certificate and the date of the Agreement (as defined below), as follows:

1. Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Lease Agreement (the "Agreement") by the undersigned.
2. The meeting(s) of the governing body of the Lessee at which the Agreement was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Agreement and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of the Agreement have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the state where Lessee is located.
3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an event of default or a nonappropriation event exists at the date hereof with respect to this Agreement.
4. The acquisition of all of the Equipment under the Agreement has been duly authorized by the governing body of Lessee.
5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Payments scheduled to come due during the current budget year under the Agreement and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.
6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Agreement or of other agreements similar to the Agreement; (b) questioning the authority of Lessee to execute the Agreement, or the validity of the Agreement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security for the Agreement.

IN WITNESS WHEREOF, the undersigned has signed this Certificate on the date stated below.

Tooele City Corporation

X

Mayor

Lessee

Signature of Person to Sign Agreement

Print Title of Person to Sign Agreement

Adrian Day

Print Name of Person to Sign Agreement

Print Date that Above Person Signed this Certificate

INCUMBENCY CERTIFICATE

Re: Lease Agreement # 3318879, between Tooele City Corporation, as Lessee ("Lessee") and LENSLOCK INC, as Lessor.

The undersigned, being the duly elected, qualified and acting Secretary, Clerk, or other duly authorized official or signatory of the Lessee does hereby certify, as of the date of this Certificate and the date of the Agreement (as defined in the General Certificate above) as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Agreement was approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

NAME OF PERSON SIGNING AGREEMENT	TITLE OF PERSON SIGNING AGREEMENT	SIGNATURE OF PERSON SIGNING AGREEMENT
Adrian Day	Mayor	X

IN WITNESS WHEREOF, the undersigned has signed this Certificate on the date stated below.

X

Signature of Secretary, Clerk or other duly authorized official or signatory of Lessee (Cannot be same as Person Signing Agreement)

Print Title of Person who signed this Certificate

Print Name of Person Signing this Certificate

Print Date that Above Person Signed this Certificate

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



REQUEST FOR CERTIFICATES OF INSURANCE (LIABILITY & PROPERTY COVERAGE)

AGREEMENT #
3318879

CUSTOMER: PLEASE FILL IN YOUR INSURANCE INFORMATION AND SEND TO YOUR INSURANCE AGENT

To: Customer's Insurance Agent	Description of Item(s) to be Insured:
Name of Agency:	See Schedule A
Agent:	
Address:	
Phone:	
Fax:	
E-mail:	
Insurable Value: \$279,085.00	

The below-stated Customer intends to or has entered into a financing agreement ("Agreement") with LENSLOCK INC ("Creditor") for the above-referenced item(s) ("Equipment"). Creditor requires proof in the form of Certificates of Insurance that Customer's insurable interest in the Equipment meets Creditor's requirements as follows:

- 1. Certificate of Liability Coverage:** Customer must carry **COMMERCIAL GENERAL LIABILITY** insurance in the amount of no less than \$500,000. Creditor **AND/OR ITS ASSIGNS** shall be listed as **ADDITIONAL INSURED** on such policy.
- 2. Certificate of Property Coverage:** Customer must carry **PROPERTY** insurance in an amount no less than the Insurable Value (with deductibles no more than \$25,000). Creditor **AND/OR ITS ASSIGNS** shall be listed as **LENDER'S LOSS PAYEE** on such policy.
- 3. The Certificate Holder on the above-referenced policies shall be listed as follows:**
 LENSLOCK INC **AND/OR ITS ASSIGNS**
 1310 Madrid Street
 Marshall, MN 56258
- 4. Please email a copy of the Certificates of Insurance to** ef.insurance.group@onlinecomment.com, referencing Agreement # 3318879 in the subject line of the email, as soon as possible. If Customer or Insurance Agent have any questions for Creditor, please contact the Insurance Department at ef.insurance.group@onlinecomment.com.

By signing below, Customer authorizes the above-named Insurance Agent to immediately endorse the insurance policies and subsequent renewals to reflect the required coverage, as outlined above. In addition to providing Creditor with a copy of the Certificates of Insurance, as stated above, Customer hereby requests Insurance Agent to send to Creditor any subsequent renewals of such insurance policies, by mail, at the address listed above.

Tooele City Corporation
 Customer

Signature

Mayor

Title

Date

**Customer: THIS FORM IS PROVIDED FOR YOU TO APPROVE, COMPLETE AND SEND TO YOUR INSURANCE AGENT.*



DELIVERY & ACCEPTANCE CERTIFICATE

AGREEMENT #
3318879

This Certificate is delivered to and for the benefit of Lessor/Secured Party and pertains to the below-described Equipment and/or Financed Items which are the subject of the above-referenced Agreement between LENSLOCK INC as Lessor/Secured Party and the undersigned as Customer. The words you and your refer to Customer. The words we, us and our refer to Lessor/Secured Party.

You certify and acknowledge that all of the Equipment and Financed Items (as applicable): 1) have been received, installed and inspected, and 2) are fully operational and unconditionally accepted. Further, all terms and conditions of the above-referenced Agreement have been reviewed and acknowledged. Upon you signing below, your promises in the Agreement will be irrevocable and unconditional in all respects. You understand and agree that we have paid for the purchase of the Equipment and/or Financed Items from the below-referenced Supplier and you may contact the Supplier for any warranty rights, which, if the Agreement is a lease, we transfer to you for the term of the Agreement (or until you default).

Supplier:	Equipment and/or Financed Items Description
LENSLOCK INC	See Schedule A

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

Tooele City Corporation

Customer

Signature

Mayor

Title

Acceptance Date

NOTE: A FACSIMILE OF THIS DOCUMENT WITH SIGNATURE SHALL BE CONSIDERED TO BE AN ORIGINAL. CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



BILLING REQUEST(S) FORM

AGREEMENT #

3318879

In order to provide you with a better billing experience, please complete this *Billing Request(s) Form* for the above-referenced Agreement No. (the "Agreement") and return it with the completed documents.

We will make reasonable efforts to accommodate your billing request(s) herein; however, we are under no obligation to bill you in the manner requested.

If you would like to manage your Agreement online, including electing to receive invoice email notifications from us, you may register for Customer Online Tools at <https://financing.eportal.direct.com>. Please have the following information available: Agreement No., current invoice number, and your Federal tax ID number.

Name of the person or department that should receive the invoice along with your complete billing address:

Attention: _____

Billing Address:

____ Same as address listed in the Agreement.

OR

Street: _____

City, State, Zip: _____

A/P Contact Name: _____

A/P Contact Phone # and Ext: _____

A/P Contact Email: _____

Purchase Order # Requested on Invoice: Yes _____ No _____

If Yes, Purchase Order #: _____

Number of days requested for invoice processing: _____

Our standard billing cycle is 30 days. If the requested invoice lead time is more than 30 days, additional approval(s) will be necessary and are in no way guaranteed.

Tax Exempt: Yes _____ No _____

If Yes, please provide copy of exemption with document package.

Do you require a W-9 to set us up in your payable system? Yes _____ No _____

Our Tax ID number is 31-0841368

In the area below, please note any other special billing request(s) you have that will make the payment process more effective.

Thank you for selecting LENSLOCK INC for your financing needs. If you have any billing questions or concerns, please feel free to contact us at 1-800-828-8246.

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

Tooele City Corporation

50 N Garden St
Tooele, UT 84074
Phone: (435) 882-5600

PURCHASE ORDER

DATE	7/17/2026
PO #	3318879

VENDOR
LensLock Inc.
11089 Willow Creek Suite 200
San Diego, CA 92131
Phone: (858) 524-3486
www.Lenslock.com

SHIP TO
Chief Adrian Day
Tooele City Corporation
50 N Garden St
Tooele, UT 84074
Phone: (435) 882-5600

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DESCRIPTION		PRICE PER	TOTAL
	LensLock Equipment & Service Program		-
	<i>(Per the Provided Equipment Agreement)</i>		-
	Annual Payments	\$55,817	\$55,817
			-
			-
			-
			-
			-
			-
			-

Special Instructions

Authorized Signature: _____

SUBTOTAL	
TAX	
SHIPPING	-
OTHER	-
TOTAL	\$55,817

TOOELE CITY CORPORATION

RESOLUTION 2026-56

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH HOLBROOK ASPHALT COMPANY FOR THE APPLICATION OF HA5 HIGH DENSITY MINERAL BOND PAVEMENT PRESERVATION TREATMENT TO SELECT TOOELE CITY STREETS.

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

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

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

WHEREAS, City Administration recommends the application of HA5 High Density Mineral Bond to the streets outlined in Exhibit A, in order to provide superior long-term performance compared to other seal options; and,

WHEREAS, Holbrook Asphalt Company has proposed an agreement, attached as Exhibit B, to prepare for and apply HA5 High Density Mineral Bond to the streets outlined in Exhibit A, at a total cost of \$496,737.40; and,

WHEREAS, Holbrook Asphalt Company is the exclusive provider and applicator of the HA5 High Density Mineral Bond for the City; and,

WHEREAS, the agreement complies with procurement code and policies for the State of Utah and Tooele City; and,

WHEREAS, the City Administration requests an additional appropriation of 5% in the amount of \$24,836.87 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 City Council hereby approves the agreement, attached as Exhibit B, with Holbrook Asphalt Company for the application of HA5 High Density Mineral Bond Treatment to the streets outlined in Exhibit A, at a total cost of of \$496,737.40; and,
2. an additional \$24,836.87 contingency is hereby approved, which may be used for changed conditions, as reviewed and approved by the Mayor.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form:

Matthew C. Johnson, Tooele City Attorney

EXHIBIT A

Streets Recommended for HA5 Bond
(Highlighted in Orange)

Chip - 2026

HAS - Overlake

slurry

Grant -
Chip Seal
1000 N
Industrial Loop

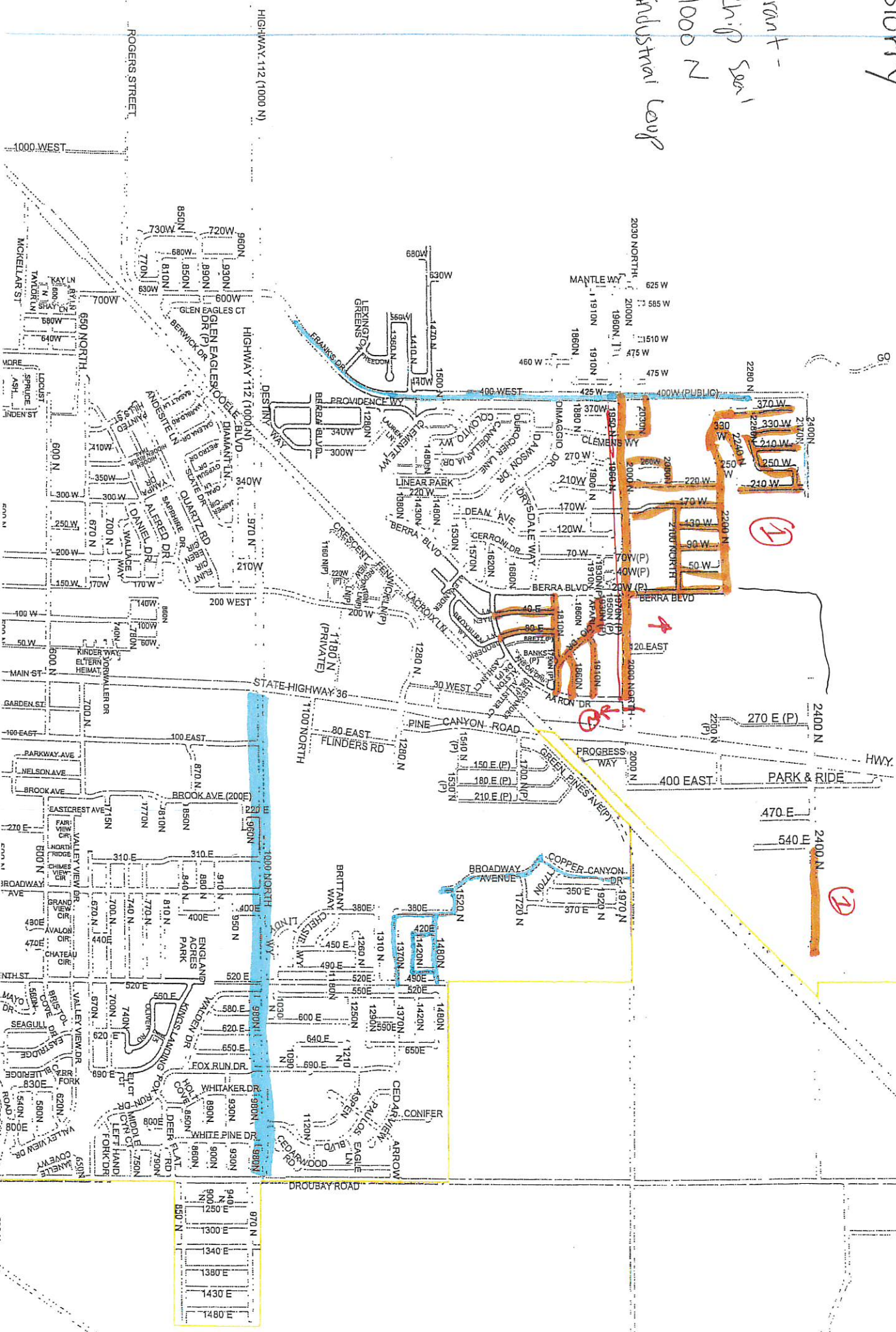


EXHIBIT B

Agreement
Holbrook Asphalt Company



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter "City"), and Holbrook Asphalt Co. of 1545 E Commerce Dr, St. George UT 84790 a(n) LLC (hereinafter "Contractor") enter into this Agreement on the 20 day of July, 2026 (the "Effective Date").

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

1. Services (Scope of Work). The Contractor shall provide the following services to the City:
See attached detailed work plan for City of Tooele HA5 26

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 \$ 496,737.40 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 October 31, 2026.
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
 - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$1,000,000.
 - 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 act or omission of Contractor or its agents in performance of this Agreement.
 - c. Contractor Workers Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. If Contractor is a sole proprietor, Contractor shall purchase and maintain workers compensation insurance or obtain an exclusion from Workers Compensation Fund of Utah.

- d. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance 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

Maresa Manzione, Tooele City Mayor

Signature

Print Name/Title: _____

Attest:

Shilo Baker, Tooele City Recorder

SEAL

Approved as to form:

Matthew Johnson, Tooele City Attorney

(Revised 07/20/2026)



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: _____

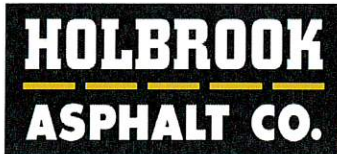
Name: _____ Social Security Number: _____

[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

**Project Location**

Tooele City
Various Streets
Tooele UT 84074

Proposal #

HAU953249

Date Issued

6/3/2026

PO/LD #**Bill To**

City of Tooele City
Attn: Nathan Farrer
90 N Main St
Tooele UT 84074

Terms

Due Upon Completion

Adviser Information

Aaron Eppley
P: 435-703-0023 | E: aaron@holbrookasphalt.com

Description

Tooele HA5 26

Item	Quantity	UM	Rate	Amount
See Map				
HA5 Clean & prepare surface using high pressure air & wire bristle brooms. Install "HA5" High Density Mineral Bond advanced performance pavement preservation treatment. No guarantee surface treatments will adhere to areas saturated with motor oil. HA5 meets demands of High Density Mineral Bond Specification established by agency engineers.	1,263,903	SqFt	0.367	463,852.40
HA5 HA5 Traffic Control, set up and removal of devices/signs, variable message boards, two days of flaggers.		LS		12,906.25
Paint/Stripe Includes all stripes, symbols, and lettering on the pavement surface to follow existing pattern. Pricing is based on work being completed in one day (one mobilization), unless stated otherwise. Any striping or painting items not specified on this proposal line are not included. Any addition or reduction in work requires a signed change order. Change order will be billed upon completion.		LS		19,978.75
Note (1) Traffic control will require 24-hour road closures. If additional closures or methods are required, additional traffic control costs will be added. (2) Taxes are not included in this proposal. If required by jurisdiction, those costs will be added to the project invoices. (3) Standard cleaning is included in the unit price. Items NOT considered to be standard cleaning includes heavy dirt, mud, construction or landscaping debris, and foreign material on the pavement surface. All non-standard cleaning requirements must be completed and approved by a Holbrook Asphalt representative prior to the start of project. If required, additional/heavy cleaning will be invoiced at \$1,750 per crew per day.				

Total**\$496,737.40**

Please sign for proposal acceptance: **Do not sign this page, see final page for signing**

Date	Number
6/3/2026	HAUB22256

Terms and Conditions

TERMS AND CONDITIONS: Any proposals returned to Holbrook Asphalt Company ("Contractor") more than 14 days after the proposal is submitted to the Client is subject to revision, updated pricing, or may be voided by Contractor. Engineering, tests, permits, inspection fees and bonding fees are not included in price unless stated otherwise. Pricing based on no more than area and depth dimensions listed. Upon construction, if it is determined that concrete or asphalt area or depth is greater than the estimation, client agrees to pricing adjustment as a result of project overrun. Client specifically represents and warrants that either the Client is the owner of the premises where the work is to be performed, or, in the alternative, Client has authority from the owner of the premises authorizing the Work to be performed on the said premises.

GENERAL EXCLUSIONS: Contractor is not liable for any ADA compliance, if needed, Client should consult with an ADA compliance professional prior to specific project approval. Contractor not responsible for claims related to pavement markings or lack thereof during or following project work.

Contractor will not be responsible for its product failure if said failure is directly or indirectly caused by "Existing Surface Conditions," as defined below, and any written or implied warranty will become void. Existing Surface Conditions are defined as: water drainage issues or delamination or failure of existing paint, asphalt, surface sealer, wearing course or any other material that is in a failing or in an unstable state. If any portion of the project area has Existing Surface Conditions not caused or created by Contractor that impact Contractor's HA5 product or any other product Contractor applies to project area, the warranty is void. Client is responsible for having entry gates open on day of work. Any damage to gates, sensors or loop sensors above or below asphalt are responsibility of Client. Any hot-applied sealants will not be exactly level with pavement surface as material settles to fill voids. There may also be excess material on pavement surface. Regarding asphalt, concrete and excavation work: Contractor is not responsible for subgrade scarification, re-compaction or concrete damage due to removal of asphalt. Contractor is not responsible for existing condition of subgrade, drainage in areas of less than 1% grade, adjustments of utilities, manholes and valve covers. Contractor is not responsible for any damage to underground utilities and cost to repair the same.

PAYMENT TERMS: Payment is due upon completion of work (Completion by line item 'Progress Billing' and/or completion of project core). Payment is due upon Client receipt of invoice. Client understands and agrees that it will be billed for towing or relocation as incurred and will be due on receipt, this includes projects involving warranty work. If the Client has a discrepancy with the Contractor regarding the contracted work, a retention of 5% of invoice up to a maximum of \$750.00 may be retained by Client up to 45 days. Client agrees that it may be billed as each line item is completed and each item may become their own respective invoice and due upon receipt of the same. Contractor reserves the right to charge up to 50% of Proposal Total if client cancels project within 25 days of scheduled project commencement. Upon request, post-project walk-throughs may be scheduled to review concerns.

Client agrees that interest accrues on all past-due amounts at 14% per annum from invoice date, until paid in full; and may be billed collection fees of up to 40% and all fees incurred by collection efforts. Total Proposal price includes one mobilization unless stated otherwise. Additional mobilizations may be billed up to \$3,500 per additional mobilization. This agreement provides Client written Notice of Right to Lien. Pricing does not include bonding or prevailing wage/Davis Bacon Certification, unless stated otherwise. By signing this proposal (contract), Client agrees that Contractor may not be held liable for delays, conditions, or Acts of God beyond their control, which situations may delay or cause cancellation partially or entirely on any project. Delays include project demand and material supply.

INSURANCE: These insurance limits are listed by Contractor to inform Client of such. Any premiums above the following to be paid by Client. This disclosure overrules any other contract language wherein Contractor agrees to differing limits. Certificates available upon request. **GENERAL LIABILITY:** \$1m (inc.), \$2m (agg.) **AUTO:** \$1m **UMBRELLA:** \$2m (inc.), \$2m (agg.) **PERSONAL INJ:** \$1m **WORKERS COMP:** \$1m

ADDITIONAL HA5 WARRANTY LIMITATIONS AND EXCLUSIONS: No claim will be honored unless Holbrook Asphalt has been notified in writing and is given the opportunity to inspect the claimed failure. Surface treatments applied previous to HA5 being installed are not covered under this warranty. (For example, if a previously applied preservation treatment is peeling or delaminating from the pavement surface—even if the surface was cleaned and prepped prior to HA5 being installed on top of it—this warranty does not cover HA5 in these circumstances.) Any attempt to repair the surface prior to Holbrook Asphalt's inspection will render this warranty invalid. Areas where HA5 was installed over pavements with motor oil, brake fluid, hydraulic fluid, or other substances that disturb the adhesion of HA5 and that lead to delamination are not covered under warranty. This warranty does not cover structural defects in the asphalt (e.g. base failure or damage caused by faulty construction and or design), cracks, exposure to fuel, oil, or other chemicals determined to be harmful to the HA5 treatment, areas exposed to frequent sprinkler water run-off, or standing and/or ponding water, damage caused by heavy truck or equipment traffic, damage caused by equipment inflicting excessive stress or scraping to the pavement surface, damage caused by landscaping installation, or damage caused by earthquakes or other acts of God. Mechanical disturbances by snowplow chatter, studded tires, etc. are excluded from warranty. This warranty is not valid for areas located in elevations above 6500 feet. A valid Warranty Certificate must be signed with a copy returned to Holbrook Asphalt within 60 days of the HA5 installation for the warranty to be valid and executable.

Pre-mature wear of HA5 during the five-year period is defined as anything less than 70% residual inter-aggregate coverage of HA5 to the asphalt binder of the treated surface. If premature failure of HA5 is deemed by Holbrook Asphalt or an approved third-party expert within the five year period, reinstallation will take place at no charge or at the reduced rate identified on the Warranty Certificate for the project. Contractor reserves the right appoint the third-party expert should there be a dispute regarding the premature failure between the Client and Contractor. Client and Contractor agree to be bound by and abide by the decision of the third party expert regarding whether a premature failure has occurred.

I have read and agree with these terms and conditions. I elect to proceed with the signed option below.

HAU953249 - Tooele HA5 26 (Sign to accept this proposal)

Name _____ Signature _____ Date _____ Contractor _____

TOOELE CITY CORPORATION

RESOLUTION 2026-57

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH BROKEN ARROW, INC., FOR THE INSTALLATION OF THREE PAVILIONS AT WIGWAM PARK.

WHEREAS, the City Administration, including the Director of Parks and Recreation, recommends to the City Council the installation of pavilions at Wigwam Park ("Project") to improve the parks and recreation experience at this park; and,

WHEREAS, in order to assure good taxpayer value, and in accordance with Utah code §11-39-101 *et seq.* and City procurement policies, the City bid the Project contract, and Broken Arrow, Inc., was the lowest responsible responsive bidder, with a cost proposal of \$34,638.04; and,

WHEREAS, the bid results are attached as Exhibit A, and the proposed agreement is attached as Exhibit B:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Agreement attached as Exhibit B with Broken Arrow, Inc., for the pavilion Project is hereby approved, in the amount of \$34,638.04.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form:

Matthew C. Johnson, City Attorney

Exhibit A

Bid Tabulation

Bid Results

2026 Wigwam Concrete Pads & Pavilions Project

[illegible]

Exhibit B

Agreement
Broken Arrow, Inc.



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and **Broken Arrow of 8960 Clinton Landing Road, Lake Point, UT 84074** (hereinafter “Contractor”) enter into this Agreement on the **29** day of **July, 2026** (the “Effective Date”).

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

Wigwam 4 Canyon Road Tooele, UT 84074
Wigwam Concrete Pads & Pavilions Project

1. Services (Scope of Work). The Contractor shall provide the following services to the City:
 - **Install (3) three 12x12 owner provided canopy pavilions**
 - **Owner will identify location of each pavilion with the contractor**
 - **Includes (4) rebar enforced concrete footings per pavilions**
 - **Anchor bolt placement**
 - **Assembly of shelter frame and roof**
 - **14’x14’x6” thick concrete pad w/thickened edge & footing at corners**
 - **Contractor is responsible for site safety of installation project area**
 - **Contractor is responsible for cleaning during and after completion of project**
2. Disclaimer of Right of Control. Contractor shall perform its duties competently. The City disclaims any right to control the Contractor’s performance of the Services.
3. Compensation.
 - a. Rate. The City shall pay the Contractor the sum of **\$34,638.04** 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 **October 31, 2026.**
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
 - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$1,000,000. Contractor shall name the City, its agents, officers, employees, and independent contractors as additional insureds for all liability arising from this Agreement. Contractor shall require that all of its subcontractors name the City, its agents, officers, employees, and independent contractors as additional insureds on endorsements issued under their respective liability insurance policies, for all liability arising from this Agreement.
 - b. Contractor Indemnification. Contractor shall indemnify, defend, and hold harmless the City, and its agents, officers, employees, and independent contractors, from and against all

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

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

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

TOOELE CITY CORPORATION

CONTRACTOR

Maresa Manzione, Tooele City Mayor

Signature

Print Name/Title:_____

Attest:

Approved as to form:

Shilo Baker, Tooele City Recorder

Matthew C. Johnson, Tooele City Attorney

Seal

(Revised 08/14/2025)



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 2026-58

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING CHANGE ORDER NO. 1 TO THE AGREEMENT WITH NELSON BROTHERS CONSTRUCTION COMPANY FOR SITE IMPROVEMENTS RELATED TO THE CONSTRUCTION OF THE SALT SHED BUILDING.

WHEREAS, on February 4, 2026, the City Council approved Resolution 2026-02, approving an agreement with Nelson Brothers Construction Company (“Nelson Brothers”) for the construction of a new salt shed building (the “Salt Shed Project”), which shares a site with the future Rogers Road Public Supply Well House; and,

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

WHEREAS, the site for the future Rogers Road Public Supply Well House is in need of additional improvements, including drainage, grading, fencing, stormwater, and detention basin modifications (the “Additional Improvements”); and,

WHEREAS, on May 6, 2026, the City Council approved Resolution 2026-24, approving an agreement with J-U-B Engineers for professional services for administration related to both the Rogers Road Well and the Salt Shed Project; and,

WHEREAS, Tooele City desires to execute these Additional Improvements through a Change Order No. 1 (the “Change Order”) to the Salt Shed Project, for several reasons:

- Nelson Brothers was the lowest responsible responsive bidder for the Salt Shed Project.
- Awarding the change order to Nelson Brothers will maintain the project consistency and standard received with the Salt Shed Project.
- The City desires the same product standard for the Additional Improvements.
- The Change Order will maximize efficiency in completion of and cost savings to the City; and,

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

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

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

would maximize efficiency in completion of and cost savings to the City.

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

WHEREAS, using Nelson Brothers for the Additional Improvements will “maximize efficiency in completion of and cost savings to the City”; and,

WHEREAS, the Additional Improvements are similar and related to the work approved for the Salt Shed Project, and administrative services for both sites are coordinated through the same engineering firm, thereby constituting a “similar project”; and,

WHEREAS, Nelson Brothers has submitted a change order cost proposal of \$63,115.00 for the Additional Improvements (see Exhibit A); and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the City Council hereby approves Change Order No. 1 with Nelson Brothers Construction Company, in the amount of \$63,115.00, for the Additional Improvements.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form:

Matthew C. Johnson, Tooele City Attorney

EXHIBIT A

Change Order No. 1
Nelson Brothers Construction Company

CHANGE ORDER NO.: 1

Owner: Tooele City Corporation
Engineer: J-U-B Engineers
Contractor: Nelson Brothers Construction Company
Project: Tooele Salt Shed
Contract Name:
Date Issued: 7/22/2026
Owner's Project No.:
Engineer's Project No.:
Contractor's Project No.:
Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description:

This Change Order incorporates the work directed under Work Change Directive No. 1 (Rev. 1) dated June 18, 2026, for site drainage improvements associated with the future Rogers Well Site, including drainage, grading, fencing, stormwater, and detention basin modifications. This Change Order establishes the final agreed adjustment to Contract Price

Attachments:

WCD 01, PCO 01

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times:	
\$ 1,587,688		Substantial Completion:	9/29/2026
		Ready for final payment:	10/29/2026
Increase from previously approved Change Orders No. 0 to No. 1:		[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]:	
\$ 0		Substantial Completion:	-
		Ready for final payment:	-
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 1,587,688		Substantial Completion:	-
		Ready for final payment:	-
Increase this Change Order:		[Increase] [Decrease] this Change Order:	
\$ 63,115		Substantial Completion:	-
		Ready for final payment:	-
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 1,650,803		Substantial Completion:	9/29/2026
		Ready for final payment:	10/29/2026

Recommended by Engineer (if required)	Authorized by Owner
By: _____	_____
Title: _____	_____
Date: _____	_____

WORK CHANGE DIRECTIVE NO.: 1 (Rev 1)

Owner: Tooele City Corporation
Engineer: J-U-B Engineers
Contractor: Nelson Brothers Construction Company
Project: Tooele Salt Shed
Contract Name:
Date Issued: 6/18/2026
Owner's Project No.:
Engineer's Project No.: 83-24-015
Contractor's Project No.: 2301
Effective Date of Work Change Directive: 6/18/2026

Contractor is directed to proceed promptly with the following change(s):

Description:

Contractor is directed to the following changes to the project:

- Removal of swale along east side of access road.
- Fence along east side of access road to be three strand wire fence.
- Fence on south edge of site to be relocated further south to accommodate the future well site.
- Swale on east side of access road changed finished surface from rock to native seed.
- Move catch basin in concrete apron to northwest corner, add waterway to north and west side of apron to facilitate drainage to the inlet box.
- Installation of concrete waterway in valley of asphalt (to facilitate drainage of future well site).
- Detention Basin to be lined with 60 mil HDPE, with new alignment for outlet to ditch in gravel parking area to north east of the site.

Refer to attached documents for further details.

Attachments:

Drawings composed of changes to C-101, C-102, C-103, C-201, C-401 and addition of C-505.

Purpose for the Work Change Directive:

Facilitate site drainage for the design of the new Rogers Well Site.

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User—Check one or both of the following

☐ Non-agreement on pricing of proposed change. ☐ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ _____ [increase] [decrease] [not yet estimated].

Contract Time: _____ days [increase] [decrease] [not yet estimated].

Basis of estimated change in Contract Price:

☐ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other

Recommended by Engineer

Authorized by Owner

By:

Title: Project Engineer

Date: 6/18/2026



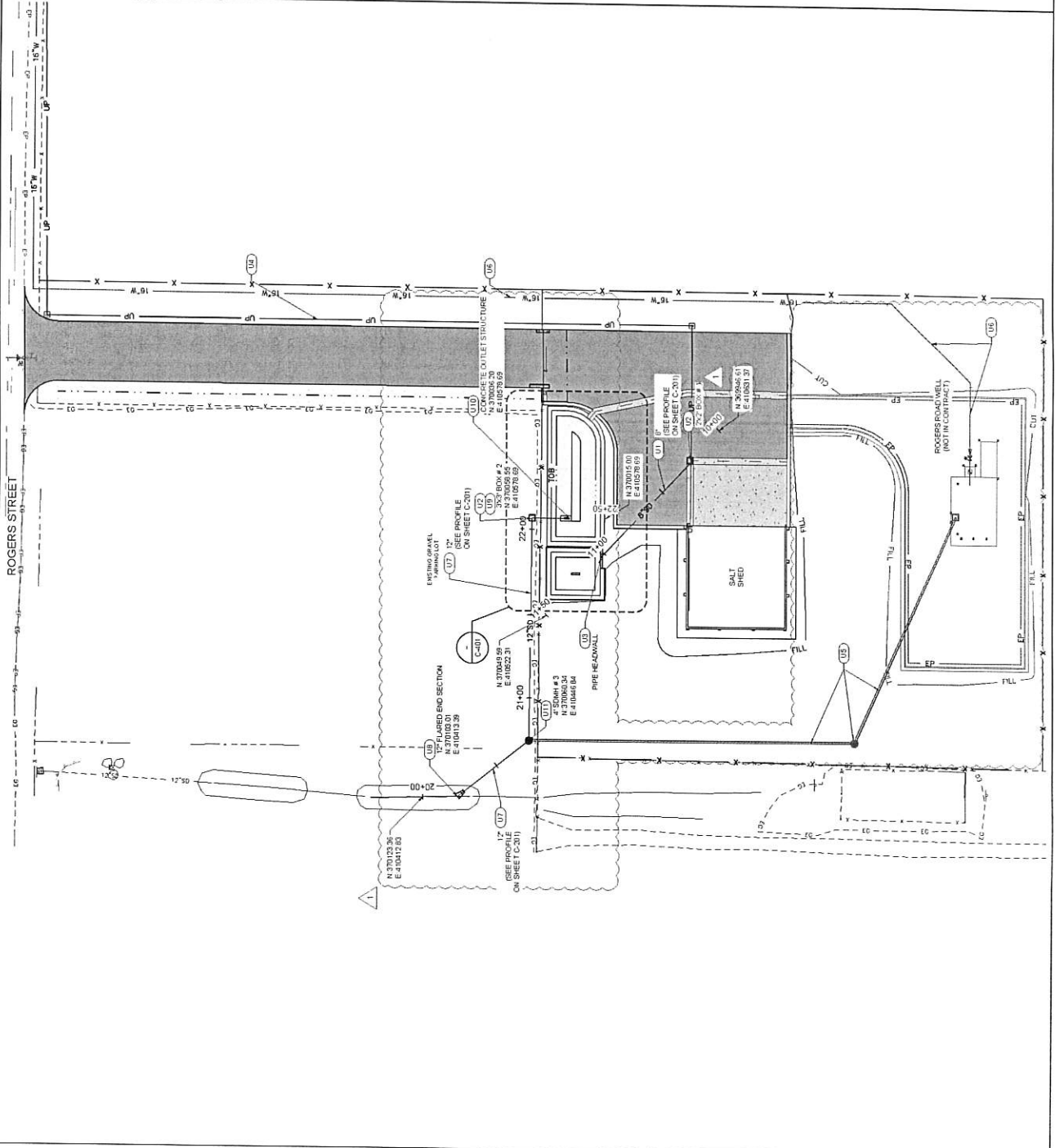
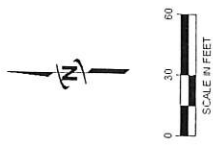
DIRECTIVE NO. 1

NO.	DESCRIPTION	DATE
1	WORK CHANGE DIRECTIVE NO. 1	01/19/2019

**TOOELE SALT SHED
CIVIL (C)
UTILITY PLAN**

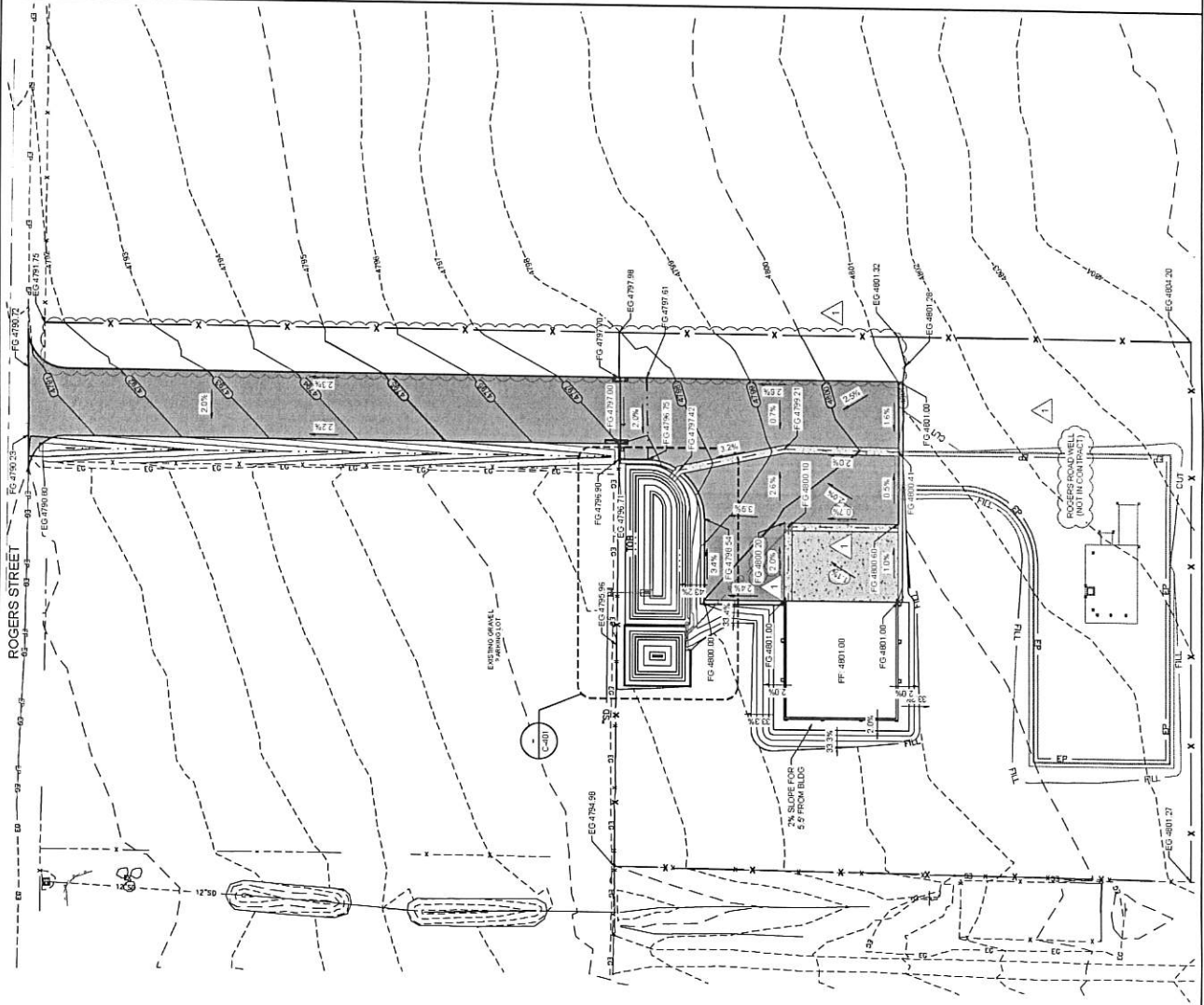
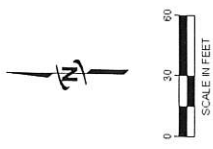
FILE: C:\JUB\PROJECTS\TOOELE SALT SHED\TOOELE SALT SHED.dwg
DATE: 01/19/2019
DESIGNED BY: JUB
CHECKED BY: JUB
SCALE: AS SHOWN
DRAWING: C-102

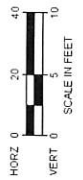
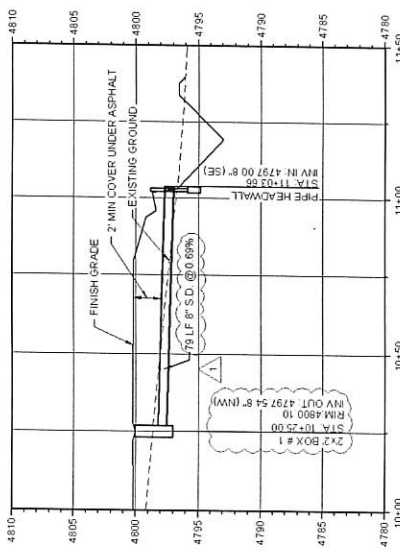
- UTILITY KEY NOTES**
- (U1) INSTALL 18" DI. VIBR. PIPE STORM DRAIN LINE PER MANUFACTURER'S RECOMMENDATIONS (SEE PER PLAN).
 - (U2) INSTALL STORM DRAIN PRECAST BOX WITH GRATE PER 205 APWA STD. PLAN 332
 - (U3) INSTALL PIPE HEADWALL PER DETAIL B1 ON SHEET C-801.
 - (U4) UNDERGROUND POWER, SEE ELECTRICAL SHEETS.
 - (U5) FUTURE STORM DRAIN LINE, NOT IN CONTRACT.
 - (U6) FUTURE WATER LINE, NOT IN CONTRACT.
 - (U7) INSTALL 18" DI. STORM DRAIN LINE IN ACCORDANCE WITH UTAN APPA MANUAL OF STANDARD PLANS AND SPECIFICATIONS (SEE PER PLAN).
 - (U8) INSTALL PRECAST PLATE PER DETAIL D1 ON SHEET C-801.
 - (U9) INSTALL CONCRETE OUTLET STRUCTURE PER DETAIL ON SHEET C-305.
 - (U10) INSTALL PRECAST MANHOLE PER 205 APWA STD. PLAN 341.1
- GENERAL SHEET NOTES**
- 1. ALL WORK SHALL BE IN CONFORMANCE WITH TOOELE CITY STANDARDS AND WITH THE CURRENT EDITION OF THE UTAN CHAPTER APPA MANUAL OF STANDARD SPECIFICATION. IN THE CASE OF CONFLICT, TOOELE CITY STANDARDS SHALL APPLY.



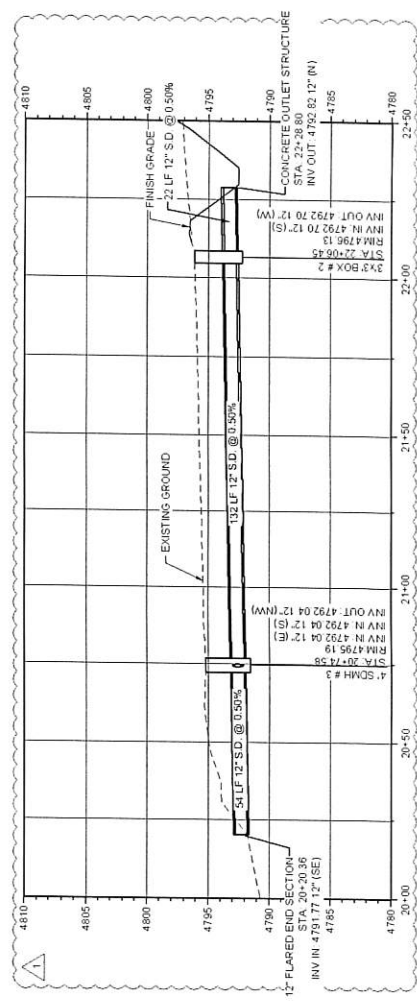
GENERAL SHEET NOTES
1. ALL WORK SHALL BE IN CONFORMANCE WITH TOOLEE CITY STANDARDS AND WITH THE LATEST EDITIONS OF THE TEXAS STANDARD SPECIFICATIONS FOR CONSTRUCTION. IN THE CASE OF CONFLICT, TOOLEE CITY STANDARDS SHALL APPLY.

- GRADING SLOPE AND DIRECTION (DOWNHILL)**
X.X%
EQA
FF
FG
TOC
TOW
FL
INV
TOB
----- 4547 ----- EXISTING CONTOUR MINOR (4747.00)
----- 4550 ----- EXISTING CONTOUR MAJOR (4750.00)
----- 4551 ----- CONTOUR MINOR (FG) (4747.00)
----- 4550 ----- CONTOUR MAJOR (FG) (4750.00)

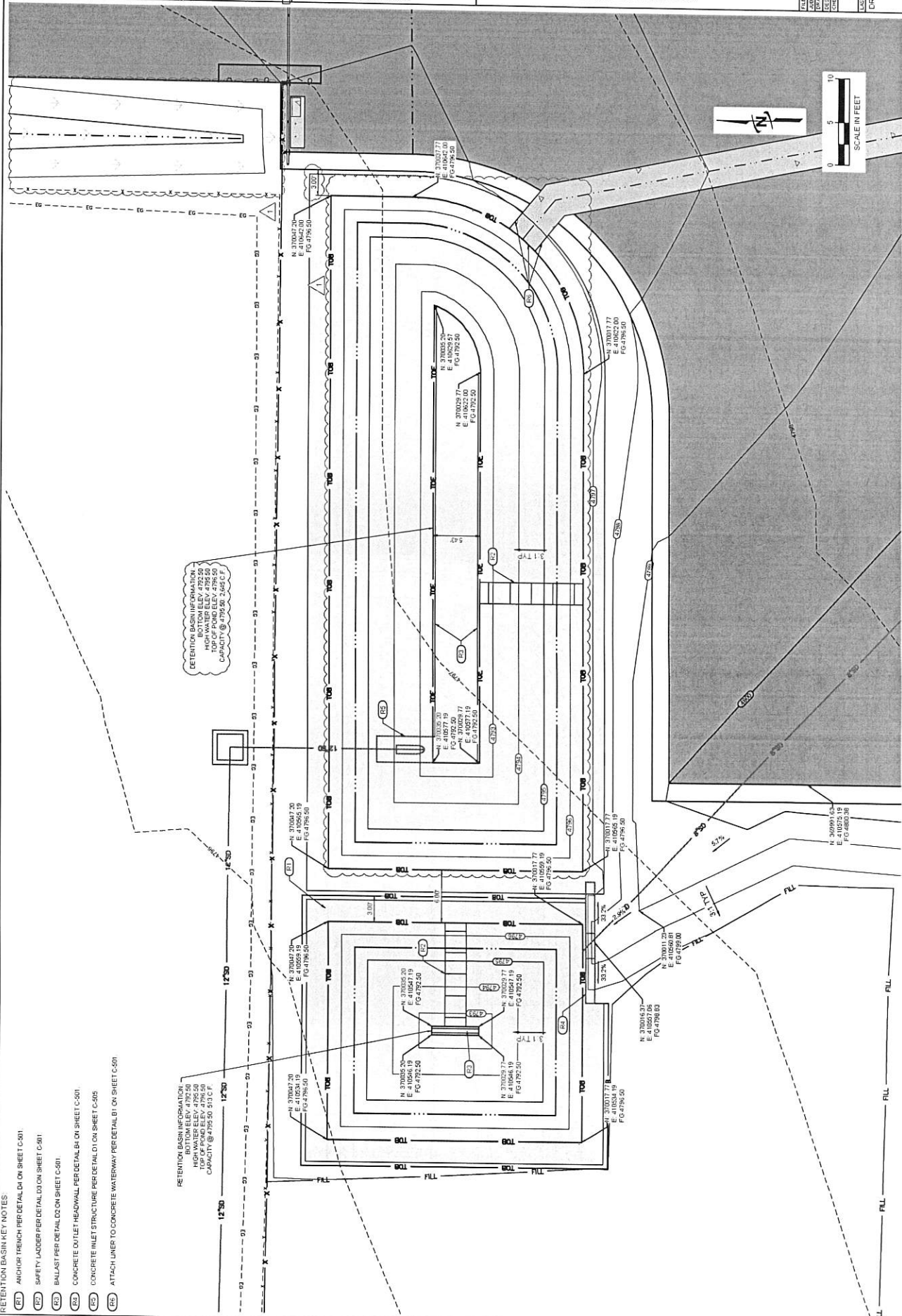




STRM1 PROFILE



STRM2 PROFILE



SCALE IN FEET

A horizontal scale bar with markings at 0, 5, and 10 feet. The bar is divided into alternating black and white segments. The text "SCALE IN FEET" is written vertically to the right of the bar.

DETENTION BASIN INFORMATION -
 BOTTOM ELEV. 4792.50
 HIGH WATER ELEV. 4795.50
 TOP OF POND ELEV. 4796.50
 CAPACITY @ 4795.50: 2,645 C.F.

ATTENTION BASIN INFORMATION:
BOTTOM ELEV. 4792.50
HIGH WATER ELEV. 4795.50
TOP OF POND ELEV. 4796.50
CAPACITY @ 4795.50 513 C.F.

RETENTION BASIN KEY NOTES:

(R1) ANCHOR TRENCH PER DETAIL D4 ON SHEET C-501

(R2) SAFETY LADDER PER DETAIL D3 ON SHEET C-501

93 RAIL FAST PIER DETAIL FROM SHEET C 601

CONCRETE OVERLAY SPECIALISTS 800.451.7623

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100

(R6) ATTACH LINER TO CONCRETE WATERWAY PER DETAIL B1 ON SHEET C-501



347 West 1600 South
Salt Lake City, UT 84115

UT License# 225813-5501 B100, E100, S211, S214
ID License# PWC - C - 15205 - Unlimited - 1 - 2 - 4

Change Order Proposal 001.1

Work Description:

All work and changes described in WCD 001.

Date: July 2, 2026

Project: Salt Shed

Owner: Tooele City

Engineer: J-U-B Engineers

Andrew Hobson

Item	Labor Costs	Material Costs	Other Costs	Total
Project management	190			\$190
Credit For East Road Swale(7000 SF)	-3,900		-2,850	-\$6,750
Fence Changes (SUB)	0		14,353	\$14,353
Credit for West Road Swale rock surfacing(4425 SF)	-2,600	-1,045	-1,900	-\$5,545
Cost For Native Seeding	0		1,500	\$1,500
Add waterway to loading apron (100LF)	1,300	2,325		\$3,625
Add waterway to asphalt driveway (120	2,860	5,625		\$8,485
Line detention basin with HDPE liner	0		12,693	\$12,693
NBCC Anchor Trench Work and liner material handling	2,600		5,250	\$7,850
FPS Outlet Structure	2,340	1,250		\$3,590
Credit for Detention basin rock surfacin	-1,300	-640	-950	-\$2,890
New Manhole and RCP alignment	3,120	8,565	2,500	\$14,185
Quality control and Material testing	260		1,250	\$1,510
Additional survey trip	0		450	\$450
Additional Rebar for all concrete added	0	2,151		\$2,151
Sub Totals	\$4,870	\$18,231	\$32,296	\$55,397
		7.75% Sales Tax		\$1,413
		10% Profit & OH		\$5,681
		1% Bond		\$625
		Total		\$63,115

WESTERN FENCE COMPANY

EST. 1948

1935 S. Fremont Dr.
Salt Lake City, UT 84104
WWW.WESTERNFENCECO.COM



Ph: (801) 506-0506
Fax: (801) 506-0510
1-888-GET-FENCE

Change Order Revised # 1

Attn: Nelson Brothers Construction—Montana

June 24, 2026

Project: **Tooele Salt Shed- Fence Repair**
1100 W Rodgers Rd.
Tooele, Ut

This bid includes the following items:

Chain Link Fence Deduct/Add

- Deduct 260' of chain link fence on original contract and add 20' of chain link fence to two sections of fence to extend fence line
 - 9 Ga. 2" mesh
 - 1 5/8" top rail and bracing
 - 2 7/8" terminal posts
 - 2 7/8" line posts 10' O.C.
 - 7 Ga. bottom tension wire
 - 4-point barb wire
 - 2 7/8" x 1 5/8" 45- degree pressed steel barb arms

Wood 3- Rail Split Rail Fencing

- Furnish and install 300lf of 48" high 3 rail split rail fencing
 - 48" x 120" 3- rail fence panels
 - 48" split rail end and line posts 10' O.C.

Total =\$14,353.00

*This bid excludes the following: permits, bonds, X-Raying, core drilling, Surveying, Concrete Pump, mow curb, hydro excavation, grounding & engineering, engineering changes

These prices are good for 30 days from the bid date
If you have any questions, feel free to contact me

Alie McLaughlan
Office (801) 506-0506
Cell (801) 381-3120
alie.m@westernfenceco.com

Utah Contractors License #238410-5501



CHANGE ORDER #: 1

JOB NAME: Tooele Salt Storage

JOB NUMBER: 1381

WSR CONTACT: Sean

DATE: 7/2/2026

ATTENTION: Montana

Revised site drawings dated 6-18-26. 4' waterway was added, retention basin outlet structure was added, and rebar spec was added to detail B4/C501.

Total Cost \$ 2,150.63

Rebar Break Down						
Bar Size	Strait	Light Bend	Heavy Bend	Mill Stock	Cost	Shop Labor Hrs
#2					\$ -	0.00
#3					\$ -	0.00
#4		959	13	157	\$ 904.36	2.31
#5		126		22	\$ 118.54	0.22
#6					\$ -	0.00
#7					\$ -	0.00
#8					\$ -	0.00
#9					\$ -	0.00
#10					\$ -	0.00
#11					\$ -	0.00
#14					\$ -	0.00
#18					\$ -	0.00
Totals	1085	13	179		0 \$ 1,022.90	2.53

Labor Break Down				
Classification	Hours	Rate	Total	
Shop Fabrication Labor	2.5	\$ 53.92	\$	136.18
Shift Foreman	1.30	\$ 77.74	\$	101.30
Project Manager	1.00	\$ 88.20	\$	88.20
Detailer	3.00	\$ 67.15	\$	201.45
Estimator	0.0	\$ 88.20	\$	-
Hours Total	7.8	Labor Total	\$	527.13

Materials				
Item	Quantity	Unit Cost	Total	
Epoxy Coated Rebar	1277	\$ 0.801	\$	1,022.90
WWM			\$	-

Mechanical Couplers

\$ -

\$ -

Material Total \$ 1,022.90

Tools, Equipment & Consumables

\$ 99.55

Summary

Sub Total \$ 1,649.57

Delivery \$ 100.00

OH&P 15% \$ 262.44

Total \$ 2,012.01

Sales Tax \$ 138.62

Grand Total \$ 2,150.63

Please respond by: _____

Contractors signature: _____

This is not a bill. This is just to acknowledge the price for the change order. Please respond by email with any comments or concerns about this change order.



Oldcastle Infrastructure™
A CRH COMPANY

Page 1 of 2

Contract & Proposal

1625 Wall Avenue
Ogden UT, 84404-5640

Oldcastleinfrastructure.com
(801)-589-9095

Quote Number: Q-454025-2
Quote Date: 06/18/2026
Quote Expiration: 07/18/2026

Customer Number: 1010207685

Quote To:
NELSON BROS. CONST. COMPANY
347 W 1600 S
Salt Lake City UT, 84115-5123
Contact: Emmet Gloria
Phone: 801-487-5401
Email: egloria@nelsonbros.com

Ship To:
Job Name: Tooee Salt Shed
1100 W Rodgers Rd
TOOELE UT, 84074

Terms:
Payment: Net 30
Delivery Terms: Standard or LTL
Tax Exempt: No

Notes:

48" SDMH STA 20+74.58

Product	Description	Qty Unit	Mark	Unit Price	Amount
KT10001318	CIR KIT,R&C,25"x7",Storm Drain,EP,A-1180	1 EA		\$493.00	\$493.00
FG10009995	SLAB TOP 48DX9.75 31D ECC WC	1 EA		\$593.00	\$593.00
PH10000015	48X3 STA 20+74.58	1 EA		\$1,038.00	\$1,038.00
CF10000036	BASE 48DX30 4.75W 6B WC	1 EA			
TG10007622	STEP 10" PLST	2 EA		\$20.00	\$40.00
TG10001132	SEALANT JOINT 1.25X14.5' CS-102 ROLL	1 EA		\$24.00	\$24.00
SV10001004	SERV FREIGHT	1 EA		\$95.00	\$95.00
				Subtotal	\$2,283.00

Est. Sales Tax **\$316.16**

Subtotal **\$2,283.00**

Quote Total (US) \$2,599.16

* Send signed approved quote to: paul.mann@oldcastle.com

Signature for Approval

Signature

Print Name

Date

Title

Purchase Order Number

TOOELE CITY CORPORATION

RESOLUTION 2026-59

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH HALES ENGINEERING FOR AN UPDATE OF THE TOOELE CITY TRANSPORTATION MASTER PLAN.

WHEREAS, Tooele City continues to experience growth in all aspects of development, including residential, commercial, and industrial development; and,

WHEREAS, in order to meet the additional transportation demands of new growth, it is necessary to perform an update ("Update") to the current Tooele City Transportation Master Plan; and,

WHEREAS, the City has previously retained the engineering firm of Hales Engineering to provide transportation planning services for the City; and,

WHEREAS, Hales Engineering has submitted a cost proposal of \$130,000.00 to perform the Update; and,

WHEREAS, the scope and services of the Update are as described in the cost proposal, attached as Exhibit A; and,

WHEREAS, the Update will be paid for using revenue from the Transportation Road "C" fund, as the Update will study class "C" road needs in relationship to each other and to county and state roads; and,

WHEREAS, the professional services agreement complies with procurement code and policies for the State of Utah and Tooele City; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Mayor is hereby authorized to sign on behalf of Tooele City an agreement with Hales Engineering in the amount of \$130,000.00 to perform the Transportation Master Plan Update requested by the City (see the agreement attached as Exhibit B).

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form:

Matthew C. Johnson, Tooele City Attorney

EXHIBIT A

Update Proposal

Comprehensive Transportation Master Plan for Tooele, Utah

Work Scope

Introduction: This scope of work provides a comprehensive plan for updating Tooele City's Transportation Master Plan. The main goal is to deliver a robust Master Plan that serves as a solid foundation for future municipal infrastructure improvements. Critically, this plan will guide the city in proactively preserving necessary right-of-way and ensuring that appropriate road cross-sections are constructed as development occurs.

The process will involve a thorough transportation analysis, including travel demand modeling, to assess existing conditions and project future traffic volumes. This analysis will be based on historical growth data, population and development projections, the city's land use plan, and supplemented by data from the Utah Department of Transportation's (UDOT) Statewide Travel Demand Model. Accurate land use assumptions and data about the transportation network are the two most vital inputs for generating reliable future traffic volumes, highlighting the necessary deep understanding of the link between land use and transportation.

The resulting future traffic volumes will then form the basis for developing a prioritized list of roadway improvements aimed at maintaining acceptable levels of service across the city. Additionally, the planning process will incorporate intersection analysis and the development of alternative travel models, including those for transit and active transportation. Safety will be a core, integrated component throughout the entire planning process.

Project Goal

To develop a comprehensive, long-term strategic framework for guiding transportation infrastructure development and investments in Tooele, Utah, aligned with regional needs and stakeholder desires.

Outline of Work Scope and Cost

TMP Update Main Plan | \$130,000

Phase 1: Plan Initiation / Management	3
Phase 2: Stakeholder Engagement	4
Phase 3: Data Collection and Analysis	5
Phase 4: Vision and Goal Setting	6
Phase 5: Roadway Plan Development	7
Phase 6: Transit and Active Transportation Modes	8
Phase 7: Transportation Management	9
Phase 8: Plan Drafting and Review	10
Phase 9: Finalize Report	11

Potential Add-On Elements

Add On 1: Speed Management Study \$8,000	12
Add On 2: Capital Facilities Plan and Impact Fee Plan/Analysis \$30,000	13
Add On 3: General Plan Transportation Element \$7,000	14

Total Cost including Add-On Elements | \$175,000

Phases and Deliverables:

Phase 1: Plan Initiation / Management

The project will initiate with a kick-off meeting involving city staff to establish project direction, discuss areas of emphasis, and review future plans in and around the city.

A consultant will be responsible for coordinating the project team, including city staff, to ensure the project is delivered on schedule and within budget. The consultant should ensure deadlines are clearly defined and met, and that all necessary information is provided to city staff in a timely manner.

Purpose:

To establish project expectations, set up reporting structures, gather existing data, and define the plan's purpose, objectives, and study area.

Activities:

- Project Kick-off: Conduct an initial meeting with the City and key stakeholders.
- Define Core Components: Establish the plan's purpose, strategic vision, and the specific transportation modes to be covered (e.g., active transportation, transit).
- Set High-level Objectives: Define high-level actionable objectives for the plan.
- Risk Management: Identify potential risks and develop mitigation strategies.
- Scope Review: Review the overall work scope, including discussion of potential additions like a Capital Facilities

Plan, Impact Fees, General Plan Transportation Element updates, or a Speed Management Study.

- Determine Study Area: Define the geographical boundaries of the study, including future annexations and connections to adjacent localities, as well as regional and state transportation plans.
- Establish Committee Structure: Tailor the plan's committee structure (e.g., Technical Committee, Executive Committee), detailing their purpose and meeting schedules.
- Stakeholder Identification: Conduct an initial, high-level identification of all relevant stakeholders.

Deliverables:

- Kick-off Meeting Content: This will cover the defined purpose of the plan, an updated project scope, risk management strategies, key plan objectives, the study area boundaries, and an initial identification of high-level stakeholders.
- Stakeholder and Committee Structure: Provide detailed information on the committee structures, including their purpose, scheduled meeting times, and methods for providing feedback.
- Initial Stakeholder Identification: A comprehensive list of the initial high-level stakeholders who have been identified.

Phases and Deliverables:

Phase 2: Stakeholder Engagement

Stakeholder Engagement is a fundamental and critical step for a successful Transportation Master Plan, ensuring the final plan reflects the diverse needs and vision of the Tooele City community. Early and frequent involvement of residents, businesses, and government agencies builds consensus and leads to a more implementable plan. The strategy will use various tools, including formal Technical and Executive Committees, public surveys, a project website/StoryMap, social media, and two open house workshops, to effectively gather input, document concerns, and communicate progress.

Purpose:

To identify and engage all relevant stakeholders and develop a robust public engagement plan.

Activities:

- Stakeholder Identification: Collaborate with Tooele City to pinpoint key stakeholders, including:
 - Local, regional, and state government staff
 - Elected officials
 - Other essential stakeholders (e.g., businesses, landowners, community leaders)
- Public Engagement Plan Development: Create a comprehensive public engagement plan that encompasses:
 - Methodology: Determine appropriate engagement methods (e.g., steering committee formation, proj-

ect website, open house workshops, social media utilization).

- Phasing: Identify the specific stages of the planning process requiring public input.
- Activities: Conduct necessary public meetings, surveys, and two dedicated workshops.
- Documentation and Response: Systematically document public concerns and recommendations and outline how they will be addressed.
- Feedback Mechanism: Establish a communication process for providing feedback to the public regarding their input.

Deliverables:

- Database of stakeholders and their contact information.
- Meeting agendas and minutes.
- Public Engagement Plan (level of engagement, methods, input, and changes made).
- Two open house workshops.
- Outline for a website or StoryMap.
- Survey results.

Phases and Deliverables:

Phase 3: Data Collection and Analysis

Phase 3 is the essential foundation of the entire Master Plan, where the project shifts into a rigorous, data-driven analysis of Tooele City's current and future transportation needs. The core objective of this phase is to systematically collect, consolidate, and analyze all relevant existing data, including infrastructure conditions, traffic volumes, demographic trends, land use plans, and prior work. By thoroughly evaluating the performance of the existing transportation system and forecasting future demands—supplemented by the UDOT Statewide Travel Demand Model—this phase creates a critical, evidence-based understanding of current issues and future trends. This comprehensive data analysis is vital, as it directly informs the creation of the project's vision, goals, and subsequent roadway and alternative transportation recommendations.

Purpose:

To gather and analyze existing transportation data to understand current and future needs, issues, and trends.

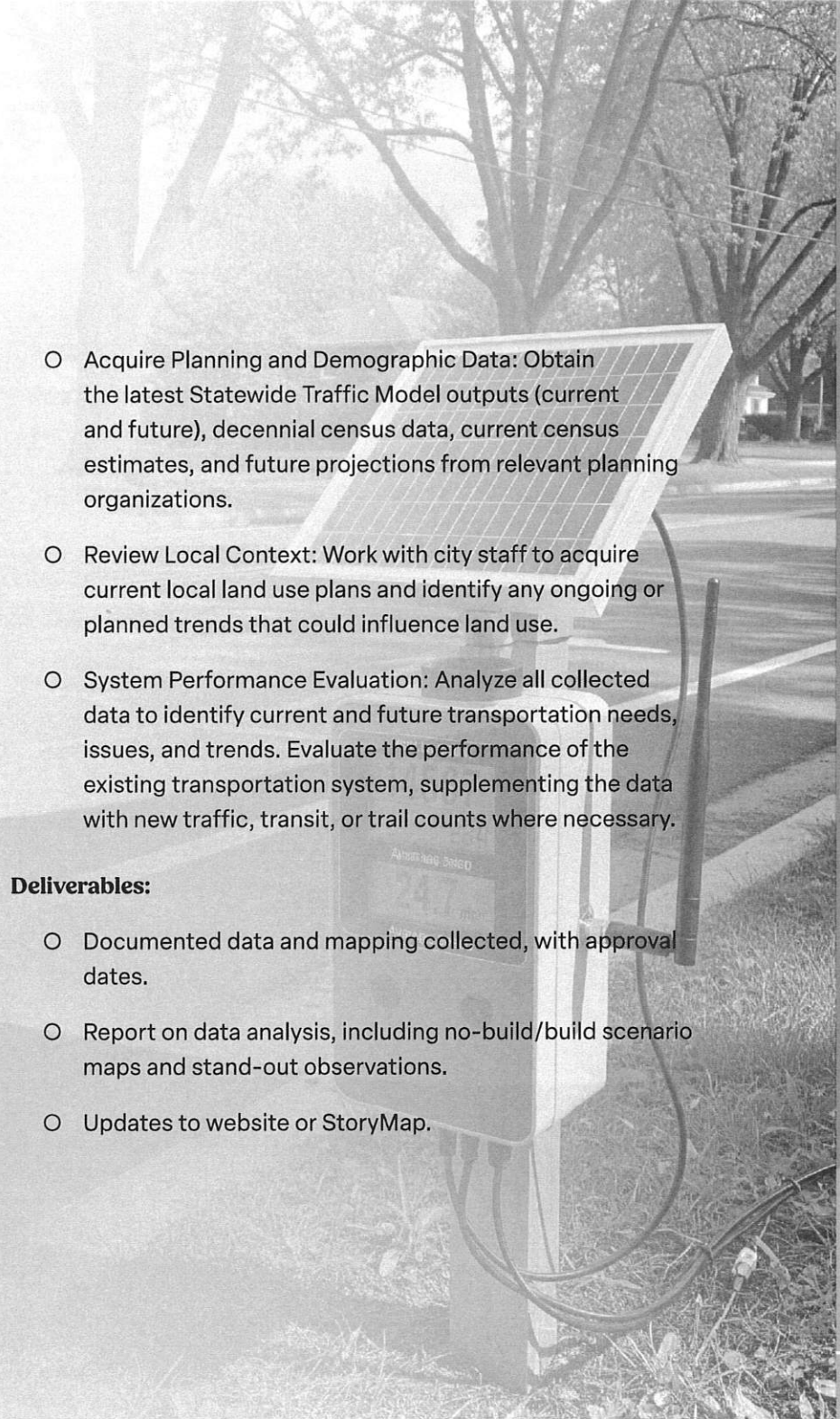
Activities:

- Gather Existing Transportation Data: Collect information on current infrastructure (facility types, lane miles, ROW, cross sections, pavement condition), traffic volumes, speeds, travel patterns, transit routes, frequencies, ridership, and active transportation routes/counts.

- Acquire Planning and Demographic Data: Obtain the latest Statewide Traffic Model outputs (current and future), decennial census data, current census estimates, and future projections from relevant planning organizations.
- Review Local Context: Work with city staff to acquire current local land use plans and identify any ongoing or planned trends that could influence land use.
- System Performance Evaluation: Analyze all collected data to identify current and future transportation needs, issues, and trends. Evaluate the performance of the existing transportation system, supplementing the data with new traffic, transit, or trail counts where necessary.

Deliverables:

- Documented data and mapping collected, with approval dates.
- Report on data analysis, including no-build/build scenario maps and stand-out observations.
- Updates to website or StoryMap.



Phases and Deliverables:

Phase 4: Vision and Goal Setting

Phase 4 shifts the master plan's focus from data gathering and engagement to defining the desired future for Tooele City. The core purpose is to collaborate with stakeholders and the community to develop a clear transportation vision, including place-making strategies in growth areas. This vision guides the establishment of broad, measurable, long-term goals and specific, actionable objectives, ensuring the plan's recommendations align with community aspirations for safety, mobility, and quality of life.

Purpose:

To define the desired future state of Tooele's transportation system, placemaking, and establish measurable goals.

Activities:

- Vision and Placemaking: Collaborate with the public and key stakeholders to establish a comprehensive transportation vision for Tooele City.
- Goal Setting: Define broad, long-term goals that are measurable, achievable, and time-bound, ensuring they are directly aligned with the established vision.
- Objective Development: Create specific, measurable objectives, which may include metrics like:
 - Level of service (LOS) data
 - Travel time delay data
 - Percentage of the underserved population receiving

service

- Identification of potential revenue sources
- Assessment of project buildability
- Preservation of historic identity
- Integration of placemaking in specific areas
- Strategy Formulation: Develop concrete strategies for achieving the defined goals, such as:
 - Reducing travel time
 - Increasing public transit ridership
 - Improving overall traffic flow
 - Enhancing safety
 - Expanding transportation options
 - Improving places in high-value locations

Deliverables:

- Transportation vision statement.
- Established measurable goals and objectives.
- Process for evaluating projects against objectives.
- Project recommendations based on goal outcomes.
- Updates to website or StoryMap.

Phases and Deliverables:

Phase 5: Roadway Plan Development

This important phase translates plan goals into concrete recommendations for the vehicular network. It develops and evaluates transportation alternatives using updated Travel Demand Modeling (no-build/build scenarios for base year, 10-year, and 2050). Activities include reviewing functional classification and cross sections, developing a prioritized project list, and conducting planning-level cost/benefit/impact evaluations.

Purpose:

To develop and evaluate various transportation alternatives to address identified needs and achieve desired outcomes.

Activities:

- Functional Classification and Corridor Identification: Review existing roadway plans to identify potential gaps in the functional classification system and desired future corridors.
- Travel Demand Modeling and Future Roadway Recommendations: Update the travel demand model with adjusted land use projections. Use the model to create no-build and build scenarios for the base year, 10-year, and 2050 to inform future roadway width recommendations.
- Functional Classification Review: Evaluate and recommend changes, as necessary, to the current functional classifications.

- Roadway Projects List Development: Based on future conditions and identified functional class requirements, develop a prioritized list of roadway projects.
- Cross Section Review: Review existing roadway cross sections and propose modifications where needed.
- Project Evaluation: Conduct a planning-level evaluation of the costs, benefits, and potential impacts associated with each proposed project.

Deliverables:

- Identification of current conditions, planned conditions, gaps, and desired outcomes for roadways.
- Create maps detailing base year, 10-year, and 2050 modeled traffic conditions and proposed roadway projects.
- Create a map of proposed roadway functional classification.
- Create roadway cross sections.
- Report on planning level costs, benefits, and impacts of proposed roadway projects.
- Updates to website or StoryMap.

Phases and Deliverables:

Phase 6: Transit and Active Transportation Modes

Phase 6 focuses on alternative travel modes beyond the vehicular network. Activities include assessing existing and future transit services and the active transportation network to identify gaps, developing various transportation scenarios in collaboration with stakeholders, and establishing standardized trail cross sections. The phase concludes with the analysis and selection of preferred alternatives based on costs, benefits, and impacts.

Purpose:

To identify, develop, and evaluate plans and projects for alternative transportation modes, including public transit and active transportation networks.

Activities:

- Assess Existing and Future Transit: Review current public transit services and future plans to identify desired services and system deficiencies.
- Evaluate Active Transportation Network: Examine the existing active transportation network (pedestrian/bicycle) and future plans to pinpoint desired routes and system gaps.
- Develop Alternatives: Create various transportation scenarios and projects, collaborating with stakeholders and the public to identify a balanced and achievable list of options.

- Establish Design Standards: Develop standardized trail cross sections for both roadside and stand-alone trails to guide future infrastructure development.
- Analyze and Select Preferred Option: Evaluate the costs, benefits, and impacts of each alternative scenario, then select a preferred alternative or combination of alternatives.

Deliverables:

- Identification of current conditions, future conditions, gaps, and desired outcomes for transit and active transportation.
- Developed scenarios and selected preferred alternative(s).
- Developed trail cross sections for roadside and stand-alone trails.
- Updates to website or StoryMap.



Phases and Deliverables:

Phase 7: Transportation Management

The Transportation Management section is crucial for improving the efficiency, safety, and function of the existing and future roadway network. Unlike the long-term Roadway Plan, this section focuses on low-cost, high-impact policies and strategies to maximize system performance, resolve chokepoints, enhance safety, and protect corridor capacity. Key actions include: a detailed capacity and safety analysis of up to 15 key intersections; implementing traffic calming in residential and mixed-use areas; creating a comprehensive access management policy; and establishing standards for traffic impact studies to ensure new development appropriately funds necessary infrastructure.

Purpose:

To focus on policies and low-cost, high-impact strategies to address the immediate operational efficiency, safety, and functional integrity of the existing and future roadway network.

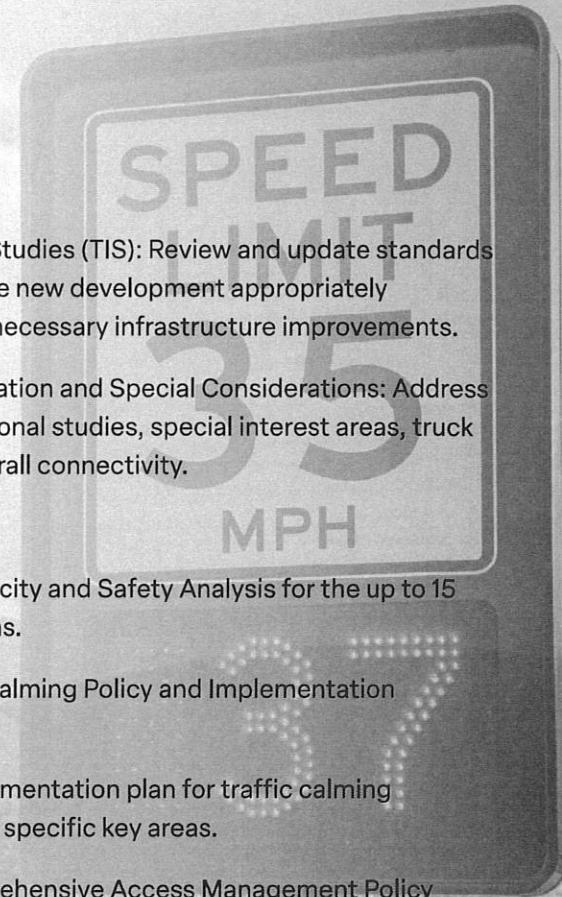
Activities:

- Capacity and Safety Analysis: Conduct a detailed analysis of up to 15 key intersections to identify critical areas requiring geometric or signal improvements.
- Traffic Calming: Develop policies for proven traffic calming techniques and pinpoint key areas for their implementation.
- Access Management: Develop a comprehensive policy to regulate driveway and street connections to maintain roadway capacity.

- Traffic Impact Studies (TIS): Review and update standards for TIS to ensure new development appropriately contributes to necessary infrastructure improvements.
- Regional Integration and Special Considerations: Address other local/regional studies, special interest areas, truck routes, and overall connectivity.

Deliverables:

- Report on Capacity and Safety Analysis for the up to 15 key intersections.
- Create Traffic Calming Policy and Implementation Guidelines.
- Create an implementation plan for traffic calming applications for specific key areas.
- Create a Comprehensive Access Management Policy for adoption by the city for use for future development's access to key transportation corridors.
- Update standards for Traffic Impact Studies (TIS) to be used in the development and permitting process to address impacts of new development to the transportation system.
- Report detailing strategies for other local/regional management issues (e.g., truck routes).



Phases and Deliverables:

Phase 8: Plan Drafting and Review

This phase focuses on compiling and refining the Draft TMP. The draft integrates all prior work—data analysis, vision, goals, and recommendations—covering the road network, alternative modes, and management. It will be distributed for stakeholder review to gather feedback, incorporate revisions, and ensure the final plan meets community needs before publication.

Purpose:

To prepare a comprehensive draft Transportation Master Plan document and solicit feedback.

Activities:

- Develop a comprehensive draft document with the following sections:
 - Summary: Key elements and highlights of the plan.
 - Introduction: Overview of the project, relevant previous studies, the TMP development process, and municipal characteristics.
 - Stakeholder Engagement: A review of engagement activities, including the stakeholder list, key interaction points, lessons learned, and the resulting vision, goals, and measurable outcomes.
 - Road Network System Analysis: An analysis covering the purpose of the network, functional classification, typical highway cross sections, Level of Service (LOS), travel demand modeling, state and regional projects, existing and future conditions, proposed

future highway capacity projects, and planning-level cost estimates.

- Public Transit and Active Transportation: An assessment of existing and future transit service, the existing and future active transportation network, and typical cross sections.
 - Transportation Management: A section addressing the purpose of management strategies, intersection capacity and safety analysis, traffic calming techniques and application, policy for access management, policy for Traffic Impact Studies (TIS), other relevant local/regional studies, special interest areas, and designated truck routes.
 - Capital Facilities Plan (CFP) Summary: A summary of the CFP, if applicable.
 - Impact Fee Facilities Plan (IFFP) Summary: A summary of the IFFP, if applicable.
 - Conclusion: A final overview and identification of next steps.
 - Appendix: Detailed supporting information, including modeling results, survey results, public meeting documentation (postings and results), meeting minutes, cost estimates, funding opportunities, and other relevant data.
- Review and Finalization:
- Distribute the draft plan for a thorough review by the public and stakeholders.
 - Review and incorporate all comments and revisions into the final document.

Phases and Deliverables:

Phase 9: Finalize Report

The last phase is dedicated to the final quality control and preparation of the Transportation Master Plan for public release. The primary objective of this phase is to conduct a thorough and meticulous review to ensure the report is error-free, professionally presented, and ready for final publication. Activities focus on technical checks, such as verifying figure print-outs, correcting references, and optimizing file sizes, as well as comprehensive editorial review for grammar, typos, and clarity of findings for the target audience. The culmination of this effort is a finalized, quality-controlled document, along with all necessary files for publication and GIS work.

Purpose:

To conduct a thorough quality control of the report and prepare it for final publication.

Activities:

- Graphics and Formatting:
 - Verify all figure print-outs have accurate headings, project titles, and labels.
 - Optimize and reduce the file size of all figures for efficient document handling.
 - Update and repair all broken or outdated reference links.

○ Content and Tone:

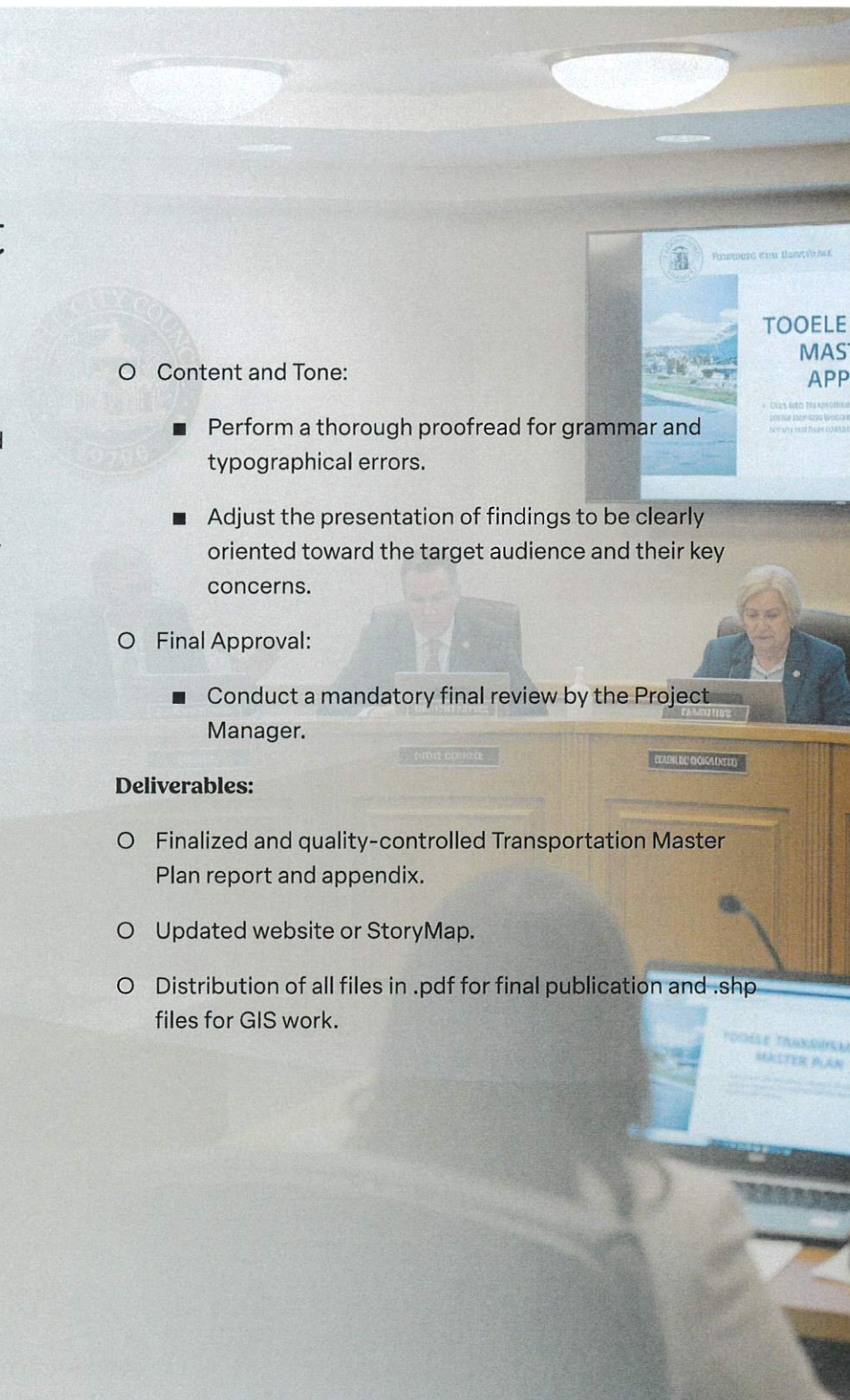
- Perform a thorough proofread for grammar and typographical errors.
- Adjust the presentation of findings to be clearly oriented toward the target audience and their key concerns.

○ Final Approval:

- Conduct a mandatory final review by the Project Manager.

Deliverables:

- Finalized and quality-controlled Transportation Master Plan report and appendix.
- Updated website or StoryMap.
- Distribution of all files in .pdf for final publication and .shp files for GIS work.



Potential Add On Elements

Add on 1: Speed Management Study

The Speed Management Study is a critical, focused add-on element designed to enhance safety and quality of life across Tooele City's road network. This in-depth analysis moves beyond the broad Master Plan recommendations to specifically address vehicle speeds, which are a major factor in accident severity and livability. The study will encompass the collection of speed data to establish current conditions, the development of a formal speed policy for consistent and enforceable speed management, and the identification and implementation of effective Traffic Calming measures in key areas. By providing a targeted and data-driven approach, this study ensures the city has the tools and policies necessary to proactively manage speeds and create a safer, more balanced pedestrian-friendly environment.

Purpose:

to conduct an in-depth analysis of vehicle speeds, establish a formal speed policy, and list effective traffic calming measures to enhance safety and quality of life across the City's road network.

Activities:

- Establish Current Speed Conditions: Collect speed data to inform the development of necessary policies and interventions.
- Develop a Formal Speed Management Policy: Create a

consistent and enforceable policy for managing speeds throughout the city.

- Identify Traffic Calming Opportunities: Pinpoint key areas where traffic calming techniques are needed.
- Implement Traffic Calming Measures: Introduce effective traffic calming measures in the identified critical locations.

Deliverables:

- Report documenting speed data collection and analysis.
- Formal Speed Management Policy.
- Implementation Plan for Traffic Calming Measures in identified key areas.

CERTIFICATE OF LICENSE

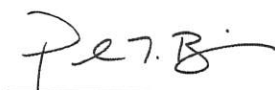
The person, firm or corporation below named is hereby granted license (pursuant to the provisions of License Ordinance of Lehi City) to engage in , carry on or conduct, in the City of Lehi, the business, trade, calling, profession, exhibition, or avocation described as follows:

HALES ENGINEERING GROUP, LLC

1220 N 500 W, Ste 202
LEHI, UT 84043

Is licensed to do business as: ENGINEERING SERVICES

Is licensed to do business in Lehi City.



Lehi Mayor



Lehi City Recorder

This certificate must be displayed in a conspicuous place



153 North 100 East
Lehi, Utah 84043
(385) 201 -1000

License No: 10741
Issue Date: 04/01/2026
Expires: 03/31/2027



This site has updated. Hit Reload and Update to use most recent version. This will reload all tabs, so **make sure changes are saved first.**

Reload and Update

EXHIBIT B

Agreement
Hales Engineering



DESIGN PROFESSIONAL AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter "City"), and **Hales Engineering of 1220 N, a Transportation Engineering Firm**, (hereinafter "Contractor") enter into this Agreement on the 6th day of August, 2026 (the "Effective Date").

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

1. Services (Scope of Work). The Contractor shall provide the following services to the City:
See the attached scope of work to prepare the 2026 Tooele City Transportation Master Plan.

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 **\$130,000.00** for fully performing the Services, pursuant to invoice.
 - b. Total Cost Contract. This Agreement is a "Total Cost Contract." The contract Rate includes all costs and expenses associated with the provision of the Services.
 - c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.
4. Term of Agreement. Contractor shall fully perform the Services by **[December 6th 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.
 - 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 breach of contract, negligence, recklessness, or intentional act or omission of Contractor or its agents in performance of this Agreement.
 - c. Contractor Workers Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. If Contractor is a sole proprietor, Contractor shall purchase and maintain workers compensation insurance or obtain an exclusion from Workers Compensation Fund of Utah.

- d. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance 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

Maresa Manzione, Tooele City Mayor

Signature
Print Name/Title: _____

Attest:

Shilo Baker, Tooele City Recorder

SEAL

Approved as to form:

Matthew C. Johnson, Tooele City Attorney

(Revised 07/29/2026)



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 2026-60

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH J-U-B ENGINEERS, INC., FOR THE 2026 WATER RECLAMATION FACILITY UPGRADES CONSTRUCTION PROJECT.

WHEREAS, Tooele City owns and operates the Water Reclamation Facility; and,

WHEREAS, due to aging infrastructure, it is necessary to perform certain maintenance of the process facilities as well as create additional waste water treatment capacity in order to meet growth demands within the City; and,

WHEREAS, the City Administration has elected to do a Public Works Project to include: UV Disinfection Improvements; Solar Dryer Greenhouse Improvements; New Boiler Building; and, Site Civil and Yard Piping Improvements; and,

WHEREAS, J-U-B Engineers, Inc., has submitted a proposed agreement attached as Exhibit A for professional engineering and construction administration services related to the Public Works Project, at the cost of \$499,900.00; and,

WHEREAS, the professional services agreement complies with procurement code and policies for the State of Utah and Tooele City; and,

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

WHEREAS, the City Administration requests an additional appropriation of 5% in the amount of \$24,995.00, as contingency for contract amendments or additional services task orders which may arise during the Public Works 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 J-U-B Engineers, Inc., is hereby approved, in the amount of \$499,900.00, for completion of the Public Works Project; and,
2. an additional \$24,995.00 contingency is hereby approved, which may be used for contract amendments or additional services task orders, as reviewed and approved by the Mayor.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

TOOELE CITY MAYOR

(Approved)

(Disapproved)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form:

Matthew C. Johnson, Tooele City Attorney

EXHIBIT A

Agreement
J-U-B Engineers, Inc.



J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, Inc.

AGREEMENT FOR PROFESSIONAL SERVICES

Professional Services Agreement – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: Tooele WRF 2026 Upgrades - Construction Administration Services

CLIENT: Tooele City Corporation

J-U-B PROJECT NUMBER: RP-26-XXXXX

TYPE OF SERVICE: Water/Wastewater

ATTACHMENT TO:

☒ **Agreement between Tooele City Corporation and J-U-B Engineers**

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 will provide construction phase services in support of the 2026 upgrades construction effort. This work will include office engineering services, field engineering support, and limited on-site observation. The intent during the construction phase of this Project is for the Engineer to provide services to the Owner to support the administration of construction in accordance with the drawings and specifications established in the Contract Documents for the Tooele WRF 2026 Upgrades Project. This project encompasses the construction administration for the expected improvements listed below:

- UV Disinfection Improvements
- Solar Dryer Greenhouse Improvements
- New Boiler Building
- Site Civil and Yard Piping Improvements

It is anticipated that construction of the 2026 upgrades will begin September 2026 and have a construction duration of 20 months. If the projects noted above are modified significantly during the bidding process, this construction phase services scope and associated fee may need to be adjusted accordingly as mutually agreed upon by the City and J-U-B.

The work breakdown split between J-U-B and J-U-B's subconsultants is generally described below.

- Overall Project Management: J-U-B
- Site Civil: J-U-B
- Process Mechanical: J-U-B
- Structural: J-U-B
- Mechanical HVAC and Plumbing: Heath Engineering (subconsultant to J-U-B)
- Heating System, Boiler Building, and Greenhouse Improvements: Prospiant (subcontractor to General Contractor)
- Materials testing and third-party special inspections: Quality Control testing to be provided by Contractor, Quality Assurance testing to be provided separately by CLIENT
- Electrical and Instrumentation: SKM, Contracted separately by CLIENT
- SCADA Programming and Integration: SKM, Contracted separately by CLIENT

PART 2 SCOPE OF SERVICES BY J-U-B

J-U-B's Construction Administration Services under this Agreement are identified and delineated below and in Standard Exhibit A. Any other work necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT unless otherwise mutually agreed to as Additional Services.

Upon receiving written authorization from CLIENT to proceed with the construction phase, J-U-B shall provide the construction support as listed herein:

2.1 TASK 100 - PROJECT MANAGEMENT

A. Subtask 110: Project Management

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

2.2 TASK 200 - CONSTRUCTION PHASE SERVICES – OFFICE ENGINEERING

A. Subtask 210: Executed Contract Documents and Conformed Construction Drawings

1. Coordinate with CLIENT and the successful bidder as both parties execute the CONTRACTOR-Owner Agreement. Review bonds, insurance, and other construction documents submitted by the CONTRACTOR for general conformance with the Contract Documents.
2. Assist CLIENT with assigning pre-procured equipment contracts to CONTRACTOR.
3. Prepare a Notice to Proceed in accordance with the Contract Documents for execution by CLIENT. Produce set of Executed Contract Documents and deliver to all parties.
4. Produce informational/conformed set of construction drawings incorporating bid clarifications from the bidding period (provided as electronic pdfs).

B. Subtask 220: Overall Construction Coordination

1. This task accounts for the coordination efforts required throughout construction for a project of this size and complexity. It assumes regular coordination with the CONTRACTOR and city staff as required, as well as internal coordination between members of the design team and construction field staff. As the prime consultant, J-U-B will be responsible for coordinating the efforts of the design/construction administration team.
2. This task includes reviewing field reports (submitted by CLIENT), special inspections documentation (submitted by the Contractor), correspondence with contractor regarding deficiencies, etc.
3. This task also includes overall resource scheduling, internal progress meetings, and project staffing internally at J-U-B based on construction needs.

4. This task assumes a construction duration of 20 months.

C. Subtask 230: Project Submittals, Requests for Information (RFIs), and Work Change Directives

1. Contractor submittals will be reviewed for general compliance with the Contract Documents and design intent. The number of submittals and resubmittals depends on the competency and management approach of the Contractor, which is beyond the control of the Engineer or the Owner.
 - a. This task assumes 80 submittals and 40 resubmittals.
2. Shop Drawings and Samples. Review or take other appropriate action with respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for general conformance with the design concept of the Project and general 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.
 - a. This task assumes 10 shop drawings/samples.
3. Substitutes. Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor. These will be reviewed for compliance with the contract documents and design intent.
 - a. This task assumes 3 substitution requests. If redesign by Engineer is necessary as a result of a substitution request, the contract shall be amended as appropriate for the Additional Service.
4. Respond to RFIs as submitted by the Contractor for general conformance with the Contract Documents.
 - a. This task assumes 80 RFIs.
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.
 - a. This task assumes 10 field orders.
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.
 - a. This task assumes 15 work change directives.
 - b. This task assumes 5 change orders.

D. Subtask 240: Review Pay Requests

- a. Applications for Payment. This task assumes 18 pay requests plus final pay application.

E. Subtask 250: SCADA Coordination

1. Engineer will coordinate with SKM to produce a "Controls Strategy Narrative" which will include a written narrative describing the operation of the facility including equipment, logic behind the operation of the equipment, sequencing of equipment, design capacity, and operating strategy.

2. The control narrative will incorporate, integrate and reference the vendor-provided SCADA control narratives from the pre-procured equipment systems that have been assigned to the Contractor through the Contractor-Owner Agreement.
3. The intent is to develop an overall document that identifies the functionality of the various component equipment, instrumentation, alarms, normal and emergency operations, communications and data acquisition needs for the systems.
4. Coordinate programming with SKM, Inc. during startup and commissioning.

F. Subtask 260: Subconsultant Tasks

1. This task includes time for subconsultants to provide office and field engineering services within J-U-B's overall construction management role. The following subconsultant services are included in J-U-B's construction administration fee.
 - a. Mechanical HVAC and Plumbing: Heath Engineering

2.3 TASK 300 - CONSTRUCTION PHASE SERVICES – FIELD ENGINEERING

A. Subtask 310: Construction Staking

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

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

1. Pre-Construction Meeting: Attend one on-site pre-construction meeting with the Owner, Contractor, and subcontractors to review and discuss administrative procedures, scheduling, and critical work items. J-U-B will coordinate and lead the meeting, prepare agendas/meeting minutes, and issue notes to attendees.
2. Construction Progress Meetings – The Engineering Project Manager will attend biweekly construction progress meetings on-site during periods of site activity to facilitate project communication. It is anticipated a site visit will follow the construction progress meeting to observe as an experienced and qualified design professional the progress and quality of the Work generally conforms to the project design. While the Contractor is off-site, bi-weekly meetings will be conducted via conference call to review progress and disseminate information and questions.
 - a. This item assumes biweekly meetings for the project duration, at 2 hours each and meeting support/site visits at 2 hours each, in addition to meeting preparation, post-meeting notes and travel time to/from the site.
3. Engineering site visits will be conducted in association with the weekly construction progress meetings and on an as-needed basis. Additional site visits will be conducted during key construction-related activities and/or to resolve issues in the field. Engineering staff will coordinate site visits with the city inspector to inform the design intent and to make decisions in the field.

- a. This task assumes 25 additional site visits by the engineer for two hours each time during the construction period.
4. Additionally, Engineering staff site visits will facilitate the transfer of field information back to the design team in the office. Such visits and observations are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed observations of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, recommending additional sampling or testing, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.

C. Subtask 330: Equipment Testing, Start-up, and Commissioning

1. Review contractor's detailed start-up, testing and commissioning plans.
2. Conduct pre-startup meetings to assist Owner and Contractor in coordinating start-up and training activities.
3. Conduct site visits during equipment start-up operations and testing to review items for general conformance to the project specifications.
4. Start-up operations are scheduled by the contractor and may occur on successive days or over extended periods. J-U-B has attempted to estimate the time commitment to support these activities. However, delays caused by the contractor, including repeating attempted start-up and commissioning activities due to incomplete Work, may result in additional costs. Startup and acceptance testing will be conducted for each piece of new equipment and for the entire new system.
5. Assist with clean water testing of equipment and verify equipment operation/performance/troubleshooting.
6. Note: Supervisory Control and Data Acquisition (SCADA) System programming will be provided by SKM, Inc. under a separate contract directly with the OWNER. Coordination time for J-U-B with SKM is included in Subtasks 250 and 330.

D. Subtask 340: Substantial Completion and Final Walkthrough

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

E. Subtask 350: Resident Project Representative (RPR/Construction Observation)

1. It is understood the City will provide their own field staff for the entirety of this job. It is anticipated the City's field staff will keep the design team up to date with field progress and potential issues. J-U-B will not provide an RPR for this job. However, J-U-B will provide a construction observer at key points during construction such as critical concrete pours and to

coordinate construction issues as needed. The construction observer will supplement city staff and provide a direct link to the Engineering team in the office. In the early phases of the project, it is anticipated the construction observer will not be onsite. During times of active construction, the construction observer will be on-site on an as-needed basis to observe if that construction is progressing in general accordance with the Contract Documents and on project schedules.

2. Construction observation services are anticipated based on 12 months of active construction and include travel to and from the project site once every two weeks with a site visit of two hours per trip, and one hour per week coordination with Project Engineer.
3. Per IBC requirements, compaction and other special inspections testing for structures (rebar, welding, bolting, fire-blocking, etc.) will be performed by an independent third party to be contracted and paid for by the CLIENT and/or contractor directly. This scope does NOT include material testing and special inspections but does include ENGINEER's review of inspection reports and coordinating repair of deficient Work as identified in the inspection reports.

2.4 TASK 400 – PROJECT CLOSEOUT

A. Subtask 410: Record Drawings

1. Review record drawing information provided by contractor and request additional information from contractor as necessary.
2. Integrate contractor's record drawings information and ENGINEER's observations into a Record Drawing set, produced in AutoCAD.
3. Submit record drawings for CLIENT's files (two copies) and submittal to Utah DWQ (one copy). Hard copy submissions shall be on 11x17 sheets; electronic copies shall be in PDF format.
4. Record Surveying is not included for the WRF project. If requested, the Record Surveying would be completed as an Additional Service.

B. Subtask 420: Contractor-Provided O&M Manual

1. Review contractor-provided Operation and Maintenance (O&M) Manuals and request additional information from contractor as necessary.
2. Contractor to finalize O&M Manual and will coordinate with City staff to provide hard copies and/or electronic pdfs.
3. Note: An update to the City's existing plant-wide O&M Manual is not included in this Scope of Work. If desired, updating the plant-wide O&M Manual to incorporate the new upgrades can be added as an Additional Service.

Assumptions, Exclusions and Work Provided by Others

To better define the scope and responsibilities the following are assumed:

1. Special inspections and materials testing to be provided and paid for by CONTRACTOR.
2. Quality assurance testing to be paid for by CLIENT under a separate contract.
3. Documents transmitted in the construction phase will be processed electronically rather than as physical hard copies.
4. Contractor and supplier submittals, supplier operations and maintenance manuals, as-builts, start-up reports, and other construction-related documents are assumed to be provided during construction by the CONTRACTOR. J-U-B will coordinate the review of submittals, RFIs, field orders, and change orders. Specialized submittals, such as shop drawings, process mechanical

equipment, structural, civil, architectural, mechanical HVAC/plumbing, samples, etc. will be sent by CONTRACTOR to J-U-B for review and coordination.

5. Electrical/Instrumentation construction administration and Controls/SCADA programming to be provided by SKM, Inc. under a separate contract with the Owner and is not included in this scope of work. Electrical, instrumentation, and controls submittals, RFIs, field orders, and change orders will be reviewed by SKM under this separate contract with the Owner (but coordinated through J-U-B).
6. This scope of work does not include monitoring compliance with American Iron and Steel (AIS) or Build America, Buy America (BABA) requirements. It also does not include Prevailing Wage Compliance. Additionally, this scope of work assumes CLIENT will provide all accounting for funding and submit requests for reimbursement from funding agencies, if required. It is not anticipated compliance with these programs will be required based on the current funding package.

PART 3 CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

1. 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:
 - a. 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.
 - b. 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.
 - c. 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.
2. Additional Services: If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the consent in writing of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:
 - a. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
 - b. Additional support beyond the assumed levels of effort noted above.
 - c. 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.
 - d. Extended construction schedule beyond specified amount
 - e. Additional engineering site visits, contractor coordination, failed warranty items
 - f. Additional RPR services
 - g. Unforeseen conditions requiring extensive monitoring, coordinating, or design changes.
 - h. Contract change orders that result in additional coordination with subconsultants, contractors, equipment suppliers, and/or City personnel.

- i. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
- j. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
- k. 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).
- l. 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.
- m. 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.
- n. Additional mobilizations for surveying beyond specified amount.
- o. Record Surveying
- p. Public involvement services

PART 4 BASIS OF FEE AND SCHEDULE OF SERVICES

1. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
 - a. For Time and Materials fees:
 - i. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.
3. CLIENT acknowledges that the J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control. The construction schedule is anticipated to last 20 months beginning September 2026. Extension of the construction schedule (e.g. due to delays caused by the contractor and/or additional work elements incorporated into the project) beyond this assumed time may require Additional Services by Engineer.
4. Period of Services
 - a. 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.
 - b. 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.

The following table summarizes the fees for the services identified in PART 2.

Task Number	Subtask Number	Task/Subtask Name	Total Compensation
100		Project Management	\$27,900
100	110	Project Admin General	\$27,900
200		Construction Phase Services - Office Engineering	\$256,500
200	210	Executed Contract Documents and Conformed Construction Drawings	\$12,700
200	220	Overall Construction Coordination	\$36,700
200	230	Submittals, Request for Information, and Work Change Directives	\$173,000
200	240	Review Pay Requests	\$10,600
200	250	Controls Strategy Narrative Development/SCADA Coordination	\$12,500
200	260	Subconsultant Tasks	\$11,000
300		Construction Phase Services - Field Engineering	\$195,100
300	310	Construction Staking	\$10,900
300	320	Construction Progress Meetings and Engineering Site Visits	\$110,300
300	330	Equipment Testing, Start-up, and Commissioning	\$27,100
300	340	Substantial Completion and Final Walkthrough, Punchlists	\$16,800
300	350	Construction Observation / Inspections	\$30,000
400		Project Closeout	\$20,400
400	410	Record Drawings	\$15,200
400	420	Contractor-Provided O&M Manual	\$5,200

TOTAL CONSTRUCTION ADMINISTRATION FEE, ESTIMATED TIME AND MATERIALS = \$499,900

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.

Exhibit(s):

- Standard Exhibit A: Construction Phase Services

For internal J-U-B use only:

PROJECT LOCATION (STATE): Tooele, Utah

TYPE OF WORK: City

R&D: No

GROUP: Water/Wastewater

PROJECT DESCRIPTION(S):

- Wastewater Treatment (S04-T)
- Construction Management (C15)



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
☐ No | 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. |
| ☒ Yes
☐ No | 2. Pre-Construction Conference. Participate in a pre-construction conference. |

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 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.
- ☐ No
-
- ☒ Yes 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.
- ☐ No
-
- ☒ Yes 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.
- ☐ No
-
- ☒ Yes 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.
- ☐ No
-
- ☒ Yes 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.
- ☐ No
-
- ☒ Yes 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.
- ☐ No

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 | 1. | <i>Testing/Adjusting Systems.</i> Provide assistance in connection with the testing and adjusting of equipment or systems. |
| ☒ No | | |
|
 | | |
| ☐ Yes | 2. | <i>Operate/Maintain Systems.</i> Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems. |
| ☒ No | | |
|
 | | |
| ☐ Yes | 3. | <i>Control Procedures.</i> Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems. |
| ☒ No | | |
|
 | | |
| ☒ Yes | 4. | <i>O&M Manual.</i> Assist CLIENT in preparing operating, maintenance, and staffing manuals. |
| ☐ No | | |
|
 | | |
| ☒ Yes | 5. | <i>Defective Work.</i> 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. |
| ☐ No | | |
|
 | | |
| ☐ Yes | 6. | <i>Record Surveying.</i> Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings. |
| ☒ No | | |
|
 | | |
| ☒ Yes | 7. | <i>Record Drawings.</i> 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. |
| ☐ No | | |
|
 | | |
| ☒ Yes | 8. | <i>Warranty Inspection.</i> 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. |
| ☐ No | | |
|
 | | |
| ☒ Yes | 9. | <i>Additional Tasks.</i> 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. |
| ☐ No | | |

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

CONSTRUCTION PHASE ADDITIONAL SERVICES

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

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

RESIDENT PROJECT REPRESENTATIVE

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

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

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

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

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

Nothing in this Agreement will be construed to require RPR to conduct inspections
11. *Records.*
 - a) Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
 - b) When on site, prepare a daily report or keep a diary or log book, generally documenting contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to J-U-B PE or J-U-B PM.

- c) Obtain from the contractor an accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
- d) Maintain records for use in preparing documentation of the Work.
- e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to designated recipients.

12. *Reports.*

- a) Furnish to J-U-B PE or J-U-B PM periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b) Present to J-U-B PE or J-U-B PM proposed Change Orders, Work Change Directives, and Field Orders.
- c) Furnish to J-U-B PE or J-U-B PM copies of all inspection, test, and system startup reports.
- d) Report immediately to J-U-B PE, J-U-B PM, and CLIENT the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.

13. *Payment Request:* Review Applications for Payment with contractor for compliance with the established procedure for their submission and forward with recommendations to J-U-B PE OR J-U-B PM, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, obtain and collate materials and equipment certificates, operation and maintenance manuals, and other data required by the Contract Documents to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to J-U-B PE or J-U-B PM for review.

15. *Completion.*

- a) Participate in J-U-B PE or PM's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b) Participate in J-U-B PE or PM's visit to the Site in the company of CLIENT and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

Observe whether all items on the final punch list have been completed or corrected, and make recommendations to J-U-B PE or PM concerning acceptance and issuance of the Notice of Acceptability of the Work

The RPR shall not:

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

CLIENT'S RESPONSIBILITIES

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

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

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

INDEMNIFICATION

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

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

TOOELE CITY CORPORATION

RESOLUTION 2026-63

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH MISCO WATER TO INSTALL SURFACE AERATORS AT THE WATER RECLAMATION FACILITY.

WHEREAS, Tooele City owns and operates the Water Reclamation Facility; and,

WHEREAS, to upgrade existing facilities, Tooele City is installing surface aerators at the City's water reclamation facility, this is to upgrade the facilities as well as create additional waste water treatment capacity in order to meet growth demands within the City; and,

WHEREAS, MISCO Water, has submitted a proposed agreement attached as Exhibit A for professional installation of surface aerators, at the cost of \$81,985.00; and,

WHEREAS, MISCO Water is the exclusive provider of the Aquaturbo Surface Aerators; and,

WHEREAS, the professional services agreement complies with procurement code and policies for the State of Utah and Tooele City; and,

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Agreement attached as Exhibit A with MISCO Water, for the installation of surface aerators at the City's water reclamation facility is hereby approved, in the amount of \$81,985.00.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

TOOELE CITY MAYOR

(Approved)

(Disapproved)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form:

Matthew C. Johnson, Tooele City Attorney

EXHIBIT A

Agreement:

MISCO Water



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and MISCOWater of a Corporation, (hereinafter “Contractor”) enter into this Agreement on the 6th day of August, 2026 (the “Effective Date”).

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

1. Services (Scope of Work). The Contractor shall provide the following services to the City:
Installation of a two (2) Aquaturbo Surface Aerators and rig mooring lines.
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 \$81,985.00 for fully performing the Services, pursuant to invoice.
 - b. Total Cost Contract. This Agreement is a “Total Cost Contract.” The contract Rate includes all costs and expenses associated with the provision of the Services.
 - c. No Benefits. The parties specifically agree that as an independent contractor, Contractor neither claims nor is entitled to benefits accorded City employees.
4. Term of Agreement. Contractor shall fully perform the Services by November 6th, 2026.
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
 - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$1,000,000. Contractor shall name the City, its agents, officers, employees, and independent contractors as additional insureds for all liability arising from this Agreement. Contractor shall require that all of its subcontractors name the City, its agents, officers, employees, and independent contractors as additional insureds on endorsements issued under their respective liability insurance policies, for all liability arising from this Agreement.
 - b. Contractor Indemnification. Contractor shall indemnify, defend, and hold harmless the City, and its agents, officers, employees, and independent contractors, from and against all lawsuits, claims, damages, losses, or expenses (including attorney’s fees) arising out of or related to this Agreement.
 - c. Contractor Workers’ Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. In the alternative, assuming eligibility, Contractor may obtain a Workers’ Compensation Coverage Waiver from the Utah Labor Commission. Contractor shall verify that all its subcontractors have purchased and do maintain workers compensation insurance for their employees or have obtained an

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

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

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

TOOELE CITY CORPORATION

CONTRACTOR

Maresa Manzione, Tooele City Mayor

Signature

Print Name/Title: _____

Attest:

Shilo Baker, Tooele City Recorder

SEAL

Approved as to form:

Matthew C. Johnson, Tooele City Attorney

(Revised 07/31/2025)



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



7/28/2026

Tooele City of
Troy Meyer
TroyM@tooelecity.gov



Aquaturbo
a SP A. aeration brand

Quote #: 73431
Revision: REV B
Lead Time: TBD

Line Item	Description	Part Number	Quantity	Unit Price	Total Price
1	AER-AS 2200-30 Floating Aerator 304 30HP 1800RPM 230/460V 60Hz 3ph	101-00110	2	\$ 31,430.00	\$ 62,860.00
2	• 100' Power Cable • 180' Mooring Cable • (2) Aerator Floats • (6) 3/4" Eye Bolts	Installation Hardware	1	\$ 2,050.00	\$ 2,050.00
3	Installation - quantity (2) Aeration units Including: • Aerator Assembly • Rig Mooring Lines • Furnish/Coordinate crane service for offloading, rigging, launching • Field service report with photos at completion • Travel, mobilization, lodging for installation crew Installation - Exclusions: * Barge, boat or any marine vessel support, diving or in-water access (beyond wading depth) * Electrical work of any kind * Structural or Geotechnical engineering, anchor pull testing, stamped anchor design calculations * Concrete repair, patching, crack remediation or reinforcement of existing concrete found to be unsuitable for anchoring * Startup, commissioning, performance testing, data collection, training * Excavation, earthwork or drilling * Basin dewatering, level control, or flow diversion * Removal, relocation, disposal of any existing aeration equipment * Permits, bonds, certified payroll, prevailing wage, Davis-Bacon compliance * Site restoration, grading, fencing, access road work	Installation	1	\$ 11,575.00	\$ 11,575.00
4	Freight	Freight	1	\$ 5,500.00	\$ 5,500.00
Notes: • Purchaser must verify materials of construction are compatible with desired process. MISCOwater & Manufacturer do not warrant against chemical incompatibility. • Pricing does not include freight or sales tax. Any quoted taxes are estimate. Current tax rate at time of invoicing will be charged. • Payment Terms: Net 30 • F.O.B.: Origin • Freight: Prepay & Add • Lead Times, Quantity and Availability are subject to prior orders received. • Quotation valid for 30 days • Due to the fluctuating nature of international trade and potential tariff adjustments, this quotation does not include tariff costs. Any tariffs incurred					
TOTAL					\$ 81,985.00

PO & Remit to Address:
MISCOwater
6440 Oak Canyon, Suite 150
Irvine, CA 92618

Please let us know if you have any questions.

Thank you,
Richard Brittell
208-409-1257
rbrittell@miscowater.com

STANDARD TERMS AND CONDITIONS

1

ACCEPTANCE

The following Terms and Conditions are an integral part of the offer to sell the equipment and/or services offered in this proposal. When the BUYER signifies acceptance of this quotation by submission of a Purchase Order or signed SELLER Quotation, it shall become a binding contract when accepted and signed by an authorized signer of the SELLER. Any changes or amendments to this proposal made by the BUYER must have SELLER's approval in writing to become a part of this contract. These Terms and Conditions and the accompanying Purchase Order or signed SELLER Quotation shall comprise the entire agreement between the parties and no course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this contract. Unless stated otherwise, the terms and conditions of the manufacturers listed herein will apply to this quotation. Any attachments or listed documents are considered a part of this quotation and are made part of the agreement. **Quote is firm for thirty (30) days unless otherwise stated on the face of the attached quotation.**

APPROVAL DRAWINGS

All items listed are based on SELLER'S interpretation of the requirements in accordance with the plans and specifications. Any preliminary drawings or literature attached to our quotation are for illustration purposes only to show approximate arrangements. Specific drawings and submittal data will be furnished for approval as required after receipt and acceptance of the BUYER'S order. Any submittal or manuals when provided by SELLER will be in the form of a PDF electronic file only. Any form of media beyond the electronic file would be the responsibility of BUYER. Fabrication of products or equipment ordered will not begin until approval and direction to proceed is received in writing. No warranty is made regarding quantities, materials of construction or type of materials quoted. Operation, installation, and maintenance of materials quoted are the responsibility of the OWNER or CONTRACTOR.

DELIVERY

Any shipment or delivery date recited represents our best estimate, but no liability, direct or indirect, is assumed by SELLER for failure to ship or deliver on such dates. Unless otherwise directed, SELLER shall have the right to make early or partial shipments and invoices covering the same to BUYER shall be due and payable in accordance with payment terms hereof. FOB shall be origin unless stated otherwise on the front of these Terms and Conditions. Delivery schedule(s) will be contingent on supply-chain availability and variability for material components, therefore, lead-times are subject to change without notice. Published weights are careful estimates but are not guaranteed. SELLER will endeavor, insofar, as it is possible, to comply with shipping instructions specified by the Purchaser. However, SELLER reserves the right to ship merchandise by such means of transportation as it may select. The manufacturer will ship the equipment via best way. Demurrage shall be billed to the account of the Purchaser. **DAMAGE CLAIMS:** Care is taken in packaging all shipments. After BUYER has been given the receipt by the transportation company, all claims for breakage or shortages, whether concealed or obvious, must be made in writing by the BUYER to the carrier and SELLER within seven (7) days after receipt of shipment. When damage or shortages are obvious, written comments on the bill of lading are required before the driver is released. **RETURNED PRODUCTS:** In no instance is equipment to be returned without first obtaining SELLER'S written approval and returned materials authorization. If shipment is postponed at the request of the purchaser after manufacturing has been commenced, payment will be due on notice from us that the equipment is ready for shipment. Pro rata payments shall be made for partial shipments.

STORAGE

Any item of the product on which shipment is delayed by BUYER may be placed in storage by SELLER at BUYER'S expense and risk. If a delay in shipment is requested by BUYER after an order has been entered and accepted:

- a. No charge will be made if the request for delay is made more than six (6) weeks before acknowledged shipping date and the requested delay is for a period not in excess of thirty (30) days.
- b. A charge will be made if the requested delay exceeds a period of thirty (30) days or if the request is made within six (6) weeks of the acknowledged shipping date. SELLER will advise BUYER of the charge within ten (10) days of receiving BUYER'S request for delay.
- c. If the product is within six (6) weeks of the acknowledged shipping date, then SELLER has the option of completing, invoicing and storing the product and charging one and one-half percent (1.5%) per month, or the maximum percentage permitted by law, whichever is lesser, of the established price for such product, plus storage cost.

PAYMENT

Payment terms, upon credit approval, are of net thirty (30) days from the date of each invoice for material shipped (or when ready for shipment if shipment is deferred by BUYER) **unless stated otherwise on the face of the attached quotation.** Flow down provisions are not accepted and shall not be enforceable against SELLER. Retention is not allowed. In the event any payment becomes past due, a charge of one-half percent (1.5%) will be assessed monthly. These terms are completely independent from, and not contingent upon, when BUYER receives payment from the OWNER. A processing fee of up to four percent (4%) will be added for credit card payments. All merchandise sold is subject to lien laws. Partial or final payment shall constitute acceptance of delivered materials, products, or equipment.

FORCE MAJEURE

Neither Party will be liable for any failure or delay in performing an obligation under these Terms and Conditions that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

TAXES AND BONDS

Taxes and bonds are **NOT** included in our pricing. Any applicable taxes or bonds will be added to the price and shown separately on each invoice. All prices exclude sales, use, duties, excise, and other taxes in respect to manufacture, sale, or delivery, all of which are to be paid by the buyer unless a proper exemption certificate is furnished. BUYER agrees to reimburse our company for taxes SELLER must pay on BUYER'S behalf.

PRICE ESCALATION and/or MATERIAL DEPOSITS

If between the proposal date and actual procurement and through no fault of the SELLER, the relevant cost of labor, material, freight, brokerage fees, tariffs, and other SELLER costs combined relating to the contract increase, then the contract price shall be subject to escalation and increased accordingly. If required by the BUYER, increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-party index. SELLER shall undertake good faith efforts to obtain savings in its procurement of materials to avoid escalation costs. BUYER shall cooperate with SELLER in such efforts to obtain such cost savings. SELLER shall contemporaneously track any escalation costs.



STANDARD TERMS AND CONDITIONS

2

CLAIMS AND BACKCHARGES

BUYER agrees to examine all materials immediately upon delivery and report to SELLER in writing any defects or shortages noted no later than ten (10) days following the date of receipt. The parties agree that if no such claim is made within said time, it shall be considered acceptable and in good order with respect to any defect or shortage which would have been revealed by such an inspection. In no event will SELLER be responsible for any charge for modification, servicing, adjustment or for any other expense without written authorization from SELLER prior to the performance of any such work. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING OUT OF A DELAY IN OR FAILURE OF DELIVERY, DEFECTS IN MATERIAL AND WORKMANSHIP AND/OR FAILURE OF GOODS TO PERFORM TO APPLICABLE SPECIFICATIONS, DRAWINGS, BLUEPRINTS OR SAMPLES AS SET FORTH OR DESCRIBED HEREIN, IF ANY, OF A BREACH BY SELLER OF ANY OTHER TERM OR OBLIGATION OF SELLER UNDER THE CONTRACT. No penalty clauses of any description will be effective unless approved in writing over the signature of a principal of SELLER. Under no circumstances shall SELLER be liable for any consequential, special or incidental damages, including liquidated damages, arising from any breach by it in this transaction, AND ALL SUCH CONSEQUENTIAL, SPECIAL AND INCIDENTAL DAMAGES, INCLUDING LIQUIDATED DAMAGES, ARE EXCLUDED FROM ANY REMEDIES AVAILABLE TO THE BUYER.

SECURITY INTEREST & TITLE

Until all amounts due SELLER have been paid in full, SELLER shall retain a security interest in the product and have all rights of a secured party under the Uniform Commercial Code and applicable law, including the right to repossess the product or equipment without legal process and the right to require the BUYER to assemble the equipment and make it available to SELLER at a place reasonably convenient to both parties.

WARRANTY

Equipment and parts not manufactured by the SELLER carry only the warranty of the manufacturer of said parts. SELLER does not make any express or implied warranty for equipment and/or parts it did not manufacture. Credits for defective material and workmanship in said equipment and/or parts are only in accordance with the underlying company policy of the manufacturer. SELLER makes no warranty whatsoever with respect to any equipment and/or parts as to their merchantability or fitness for a particular purpose. It is further agreed that the SELLER assumes no liability whatsoever for failure of equipment due to normal usage and wear.

INDEMNIFICATION

To the fullest extent permitted by the law in which the project is located, BUYER and SELLER shall indemnify and hold one another and their respective employees and agents harmless from and against all claims, damages, losses, liabilities, actions, causes of action, demands, fines, penalties, judgments, costs, and expenses, including but not limited to attorneys' fees, court costs, expert fees and costs, arising out of or resulting from BUYER's or SELLER's own negligent acts, omissions or misconduct, to the extent such negligence is covered by BUYER's and SELLER's respective insurance policies. In the event any third party asserts against SELLER a claim for patent infringement, royalties or licensing fees with respect to BUYER's use of the products, materials, or equipment provided hereunder, BUYER agrees to indemnify SELLER for all liability damages, costs and expenses in connection therewith.

CANCELLATION

Buyer may cancel this contract only in writing signed by BUYER's duly authorized agent and acknowledged in writing by SELLER's duly authorized agent. Should this order be cancelled, BUYER shall be obligated to pay for the level of work performed and products shipped. Work performed includes any engineering, calculations, preparation of submittals, drawings, and/or travel to job site in relation to this order. In addition to any other remedies provided under these Terms and Conditions, SELLER may terminate this contract with immediate effect by providing signed, written notice to BUYER, if BUYER: (i) fails to pay any amount when due under the contract and such failure continues for 30 days after BUYER's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms and Conditions; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings in bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

FIELD WORK

Unless specifically stated on our quotation, installation, start-up service, field testing, supervision, operation, and training are not included in our pricing of product. In the event that SELLER or any of its employees or agents do perform work or services on-site at the project's location, BUYER agrees to hold SELLER and its employees or agents harmless for any injuries or damage to property caused by their acts or omission, except to the extent said injuries or property damage arise from gross negligence or intentional misconduct.

MODIFICATIONS

This contract can be modified only in writing which specifically states that it amends these Terms and Conditions and is signed by both parties and their duly authorized agents. It is further agreed that this contract shall not be modified in any respect except in writing signed by the party and their duly authorized agent against whom the modification is sought to be enforced.

AUTHORITY OF SELLER'S AGENTS

No agent, employee or representative of the SELLER has any authority to bind the SELLER to any affirmation, representation or warranty concerning the goods sold under this Contract, and unless an affirmation, representation or warranty made by an agent, employee, or representative is specifically included within this written contract, it shall not be enforceable by the BUYER.

NO THIRD-PARTY BENEFICIARIES

This contract is for the sole benefit of BUYER and SELLER and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms and Conditions.

GOVERNING LAW

All matters arising of or relating to the contract or the Terms and Conditions shall be governed by and construed in accordance with the laws of the state in which the project is located.



STANDARD TERMS AND CONDITIONS

3

DISPUTE RESOLUTION

In the event of any dispute between BUYER and SELLER arising out of the terms of the contract and these Terms and Conditions, such dispute shall be decided by arbitration administered by the American Arbitration Association in accordance with the then-prevailing Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. BUYER and SELLER mutually agree that any dispute involving claims valued at or above \$1,000,000.00 shall be heard by a panel of three (3) arbitrators. The venue for all arbitration proceedings shall be the State of California. The foregoing agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction.

SEVERABILITY

The partial or complete invalidity of any one or more provisions of these Terms and Conditions shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the provision shall be considered reformed to reflect the intent thereof to the greatest extent possible consistent with applicable law.

ASSIGNMENT – DELEGATION

No right or interest in this Contract shall be assigned by the BUYER without the written permission of the SELLER, and no delegation of any obligation owed, or of the performance of any obligation by the BUYER shall be made without the written permission of the SELLER. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

TOOELE CITY CORPORATION

RESOLUTION 2026-55

A RESOLUTION OF TOOELE CITY COUNCIL DECLARING A CERTAIN SEIZED AND FORFEITED MOTOR VEHICLE AS SURPLUS PERSONAL PROPERTY AND AUTHORIZING ITS DISPOSAL AND SALE.

WHEREAS, Tooele City Police Department ("TCPD") previously seized a motor vehicle described as a 2007 Dodge Truck Ram 1500 VIN 1D7HA18K17J504224 ("Vehicle") (photographs attached as Exhibit A) pursuant to a criminal investigation; and,

WHEREAS, the Vehicle was legally forfeited to the City pursuant to civil or criminal forfeiture proceedings under Utah Code Title 77, Chapter 11b (Forfeiture of Seized Property), and the City currently holds clear and valid title to the Vehicle (documentation attached as Exhibit B); and,

WHEREAS, TCPD and City administration have reviewed the municipal fleet requirements and determined that the Vehicle is no longer needed, suitable, or economical for public or law enforcement use; and,

WHEREAS, Utah Code § 10-8-2 authorizes the City Council to sell, convey, or dispose of personal property for the benefit of the municipality when such action is in the public interest; and,

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

WHEREAS, the City Council desires to formally declare the Vehicle as surplus personal property and authorize the City Administrator or Police Chief to dispose of it through a public auction, competitive sealed bidding, or another commercially reasonable method to maximize recovery for the municipal general fund or law enforcement account:

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

1. Declaration of Surplus Property: The motor vehicle described below is hereby declared to be surplus personal property of Tooele City:
 - Year: 2007
 - Make / Model: Dodge / Ram 1500
 - Vehicle Identification Number (VIN): 1D7HA18K17J504224

¹ Adopted by Ordinance 2022-27 on August 3, 2022.

- Title Status: Clear Title Held by City
- 2. Authorization of Disposal and Sale: The City Council authorizes the disposal of the Vehicle "as is" with no express or implied warranties, utilizing a commercially reasonable public sale method. The Mayor is authorized to execute any title transfers, bills of sale, or associated documentation required to complete the transfer of ownership to the purchaser. Net proceeds shall be allocated and deposited as ordered by the court in accordance with Utah Code § 77-11b-401(3).

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form:

Matthew C. Johnson, City Attorney

Exhibit A

Photographs of Vehicle

Exhibit B

Evidence of Title

UTAH CERTIFICATE OF TITLE

New Title



Title Number: UT012846323

Vehicle Type: Truck
VIN/HIN: 1D7HA18K17J504224

Year: 2007 Make: DODG

Model: RAM 1500

Body Style: Pickup

Cylinders: 6

Fuel: Gasoline

Odometer: 0

Date Issued: 06/30/2026



TOOELE CITY
90 N MAIN ST
TOOELE UT 84074-2139

Owner Information:

TOOELE CITY
90 N MAIN ST
TOOELE UT 84074-2139

Lienholder Information:

Vehicle History: This Utah title is not a vehicle history report. If you are buying or selling this vehicle, please visit the National Motor Title Information System (NMVTIS) website to obtain the most current history of the vehicle at https://vehiclehistory.bja.ojp.gov/nmvtis_vehiclehistory.

VEHICLE IS EXEMPT FROM ODOMETER REQUIREMENTS

Request For Lien Change

Complete this section. Send the title and required fee to the Division of Motor Vehicles. Please check one box.

☐

Issue a title free of liens

☐

Issue a title showing the following as the NEW LIEN HOLDER

LIEN RELEASE - Signature of lien holder (releasing interest)

Vehicle owner's signature requesting lien change

X

Title of signer

New lien holder's name

Date

Address

City

State

ZIP Code

Division of Motor Vehicles
UTAH STATE TAX COMMISSION
210 North 1950 West
Salt Lake City, Utah 84134



TC-127 Rev. 03/19 CDR



D0070195

VOID IF ALTERED



NOTE: A TRUE WATERMARK IS VISIBLE WHEN HELD TO LIGHT.

THIS TITLE IS PROTECTED WITH A HOLOGRAM AND ANTI-COPY SERIAL NUMBERS

Values

 Recall Alerts (8)

Advertisement

My Car's Value

2007 Dodge Ram 1500 Quad Cab ST Pickup 4D 6 1/4 ft

4.5 ★ (2306 Ratings) [Write a Review](#)

VIN: **1D7HA18K17J504224**



Your Values

Private Party

Instant Cash Offer

Trade-In

Donate Your Car



Stay Up to Speed with Email Alerts

Get an email alert whenever your car's value changes.



Track My Value



Value valid as of **05/27/2026**

Factors That Impact Value

Check that yours are correct below.

Mileage: **159,110** [✎](#) ZIP Code: **84074** [📍](#)

Condition
Fair



[Edit Options](#)

Protect Your Car's Value

Track recalls and service that impact what your car is worth.

[View in My Cars](#) [→](#)

TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE

07/22/26

DESCRIPTION OF EXPENDITURE:

VENDOR: FERGUSON WATERWORKS

V# 13010

INSTALL BACK FLOW PREVENTION ON OLD METER SETTERS

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

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
WATERLINE REPLACEMENTS	51 5120 731101	250,000.00	0.00	48,400.00	201,600.00
TOTAL:				48,400.00	

REQUESTED

Nathan Faircliff
DEPARTMENT HEAD

REVIEWED

Shannon W. Dummer
FINANCE DIRECTOR

APPROVED

MAYOR

APPROVED

COUNCIL CHAIRMAN



REQUEST FOR PURCHASE ORDER
PUBLIC WORKS DEPARTMENT

DIVISION: Water

Vendor: Ferguson Waterworks Vendor #: 13010
Account #: 51-5120-731101 Date: 07/16/2026
Amount: \$ \$48400.00 Signature: 

Item(s) Description: 3/4 and 1 inch retro setters.

Reason for Purchase: To install back-flow prevention on the older meter setters.

Approval:

Signature _____ PO#: _____

WHEN APPROVED PLEASE FORWARD THE APPROVAL TO:

Chris Johnson 435-241-2176

NOTES:



FERGUSON WATERWORKS
1492 SOUTH 4450 WEST
SALT LAKE CITY, UT 84104-5022

Phone: 801-956-3600
Fax: 801-956-2001

Deliver To: 110619
From: Max Long
max.long@ferguson.com
Comments:

09:49:09 JUL 10 2026

Page 1 of 1

FERGUSON ENTERPRISES LLC #1616

Price Quotation

Phone: 801-956-3600

Fax: 801-956-2001

Bid No: B216468
Bid Date: 07/07/26
Quoted By: MBL

Cust Phone: 435-843-2137
Terms: NET 10TH PROX

Customer: TOOELE CITY CORP
90 NORTH MAIN STREET
TOOELE, UT 84074

Ship To: TOOELE CITY CORP
90 NORTH MAIN STREET
TOOELE, UT 84074

Cust PO#: RETRO SETTERS

Job Name: STOCK

Item	Description	Quantity	Net Price	UM	Total
FRETRO2CVBHNL	LF RETRO-2CVBHH-NL RETROSETTER	100	247.000	EA	24700.00
FRETRO4CVB3HHNL	LF RETRO-4CVB3HH-NL RETROSETTER	50	474.000	EA	23700.00
Net Total:					\$48400.00
Tax:					\$0.00
Freight:					\$0.00
Total:					\$48400.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=1616&on=44246>

TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE

07/27/26

DESCRIPTION OF EXPENDITURE:

VENDOR: KEN GARFF WEST VALLEY FORD V# 09566

2026 FORD RANGER WHITE FOR COMMUNITY DEVELOPMENT

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

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
AUTOS & TRUCKS	41 4620 748000	365,000.00	0.00	37,780.00	327,220.00
TOTAL:				37,780.00	

REQUESTED

Is Andrew Agard
DEPARTMENT HEAD

REVIEWED

Sharon Wimmer
FINANCE DIRECTOR

APPROVED

MAYOR

APPROVED

COUNCIL CHAIRMAN

2026 RANGER

RANGER CLOTH SEATS

100A



Exterior Color
OXFORD WHITE

Community Development



Interior Color
EBONY INTERIOR TRIM
CLOTH SEATS



Window Sticker

Invoice

19 City / 24 Hwy
EPA Estimated MPG

Power & Handling

2.3L ECOBOOST ENGINE
10-SPEED AUTO TRANSMISSION

Ken Garff Gov't Price

\$37,780.00

Exterior Features

- EASY FUEL® CAPLESS FILLER
- FENDER BADGE
- FULL SIZE SPARE TIRE/WHEEL
- FULLY BOXED STEEL FRAME
- GRILLE - BLACK
- LED REFLECTOR HEADLAMPS
- PICKUP BOX TIE DOWN HOOKS
- PRIVACY GLASS
- REMOTE TAILGATE LOCK
- WHEEL LIP MOLDINGS
- WIPERS- INTERMITTENT

Interior Features

- 1TOUCH UP/DOWN DR/PASS WIN
- 2ND ROW FOLD BENCH
- 2ND ROW UNDER SEAT STORAGE
- 8" CLUSTER DISPLAY
- CRUISE CONTROL
- DUAL SUNVISORS
- LOCKING GLOVE BOX
- POWER LOCKS AND WINDOWS
- POWERPOINTS-12V, USB
- SEATS - MANUAL
- TILT/TELESCOPE STR COLUMN

Functional

- AUDIO - 6 SPEAKERS
- BRAKES - ANTI-LOCK SYSTEM

V# 09566

Pos#

41.4620.748000

\$37,780.00

07.23.2026

- ELECTRIC PARKING BRAKE
- FORD APP
- INDEPENDENT FRONT SUSPEN
- MODEM
- PRE-COLLISION ASSIST W/AEB
- REAR VIEW CAMERA
- REMOTE KEYLESS ENTRY
- SELECTABLE DRIVE MODES
- SYNC®4A W/EVR & 10"SCREEN

Safety/Security

- AIRBAGS - SAFETY CANOPY®
- BELT-MINDER CHIME
- CTR HIGH MOUNT STOP LAMP
- LATCH CHILD SAFETY SYSTEM
- SECURILOCK® ANTI-THEFT SYS
- TIRE PRESSURE MONIT SYS

Warranty

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST

Options

- 2026 MODEL YEAR
- OXFORD WHITE
- EBONY CLOTH SEATS
- 2.3L ECOBOOST ENGINE
- 10-SPEED AUTO TRANSMISSION
- 255/70 R17 A/T TIRE
- 50 STATE EMISSIONS
- STX APPEARANCE PACKAGE
- FOG LAMPS
- 17" BLACK STEEL WHEEL
- FRONT LICENSE PLATE BRACKET
- TRAILER TOW PACKAGE
- FRONT & SEAT AIR BAGS
- EQUIPMENT GROUP 100A
- 128.7 INCH WHEELBASE
- BLACK VINYL FLOOR COVERING
- SYNC 4A
- MANUAL A/C, SINGLE ZONE
- AM/FM RADIO,4 CHANNEL
- JOB #1 ORDER
- XL DRVR ASST TECH PKG
- XL SERIES
- CLOTH SEATS
- EBONY INTERIOR TRIM

Dealer Add-ons

No Add-ons.

TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE

07/27/26

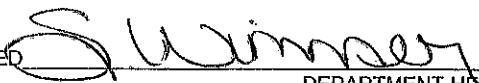
DESCRIPTION OF EXPENDITURE:

VENDOR: KEN GARFF WEST VALLEY FORD V# 09566

2026 FORD F-150 WHITE FOR UTILITY TECHNICIAN

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

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
AUTOS & TRUCKS	51 5120 748000	377,500.00	0.00	12,500.00	365,000.00
	52 5220 748000	182,500.00	0.00	12,500.00	170,000.00
	53 5300 748000	25,000.00	0.00	20,015.00	4,985.00
TOTAL:				45,015.00	

REQUESTED 
DEPARTMENT HEAD

REVIEWED 
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN

2026 F-150

F-150

103A

Reg Cab
8' Bed



Exterior Color
OXFORD WHITE

LIZ



Interior Color
MEDIUM DARK SLATE



Window Sticker

Invoice

17 City / 23 Hwy
EPA Estimated MPG

Power & Handling

3.5L V6 ECOBOOST
ELEC TEN-SPEED AUTO TRANS

Ken Garff Gov't Price
\$45,015.00

Exterior Features

- DAYTIME RUNNING LAMPS
- EASY FUEL® CAPLESS FILLER
- FULLY BOXED STEEL FRAME
- HEADLAMPS - AUTO HIGH BEAM
- HEADLAMPS - AUTOLAMP
- (ON/OFF)
- LED REFLECTOR HEADLAMPS
- LOCKING REMOVABLE TAILGATE
- MANUAL FOLD POWER MIRRORS
- PICKUP BOX TIE DOWN HOOKS
- POWER TAILGATE LOCK
- TRAILER SWAY CONTROL
- WIPERS- INTERMITTENT

Interior Features

- 4" CLUSTER DISPLAY
- CRUISE CONTROL
- DOOR LOCKS - POWER
- DUAL SUNVISORS
- ILLUMINATED ENTRY
- MESSAGE CTR: OUTSIDE TEMP,
- COMPASS, TRIP COMPUTER
- TILT/TELESCOPE STR COLUMN

Functional

- 5G MODEM
- AM/FM STEREO
- AUTO HOLD

- BLIS W/CROSS-TRAFFIC ALERT
- CLASS IV TRAILER HITCH W/
- SMART TRLR TOW CONNECTOR
- CURVE CONTROL
- FORD APP
- LANE-KEEPING SYSTEM
- POST-COLLISION BRAKING
- PRE-COLLISION ASSIST W/AEB
- REAR PARKING SENSORS
- REAR VIEW CAMERA
- SELECTABLE DRIVE MODES
- SYNC®4 W/EVR & 12" SCREEN

Safety/Security

- ADVANCETRAC WITH RSC®
- AIRBAGS - FRONT SEAT
- MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY®
- CTR HIGH MOUNT STOP LAMP
- PERIMETER ALARM
- SECURE PKG 1 YR INCLUDED
- SOS POST-CRASH ALERT SYS
- TIRE PRESSURE MONIT SYS

Warranty

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 8YR/100,000 HYBRID BATTERY

Options

- 2026 MODEL YEAR
- OXFORD WHITE
- DARK SLATE CLOTH 40/20/40
- 3.5L V6 ECOBOOST
- ELEC TEN-SPEED AUTO TRANS
- 265/70R 17 BSW ALL-TERRAIN
- 3.31 RATIO REGULAR AXLE
- 7100# GVWR PACKAGE
- 50 STATE EMISSIONS
- EXTENDED RANGE 36GAL FUEL TANK
- CONN PKG: 1 YR INCL W/FORD APP
- WMI GVW CLASS II AIRBAG W/SIDE
- EQUIPMENT GROUP 103A
- HEADS UP DISPLAY DELETE
- VINYL FLOORING - BLACK
- CHROME FRONT/REAR BUMPERS
- JOB #1 ORDER
- MANUAL AIR CONDITIONING
- AM/FM STEREO
- LED FOG LAMPS
- 17" SILVER PAINTED ALUMINUM
- XL SERIES
- CLOTH 40/20/40 FRONT SEAT
- MEDIUM DARK SLATE
- PRIVACY GLASS W/REAR DEFROSTER

TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE

07/28/26

DESCRIPTION OF EXPENDITURE:

VENDOR: EVAN JOHNSON

V# 13205

20 SHARES OF MIDDLE CANYON IRRIGATION CERTIFICATE NUMBERS 2061 (95 A SHARES), 2068 (3.5 C SHARES),
 2069 (4 C SHARES) 2079 (3 C SHARES)

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

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
WATER RIGHTS PURCHASES	51 5120 715000	300,000.00	0.00	75,000.00	225,000.00
					0.00
					0.00
TOTAL:				75,000.00	

REQUESTED 1st Nathan Fortner
 DEPARTMENT HEAD

REVIEWED Shannon Wimmer
 FINANCE DIRECTOR

APPROVED _____
 MAYOR

APPROVED _____
 COUNCIL CHAIRMAN

City Council Work Meeting Minutes

Date: July 15, 2026

Time: 5:30 p.m.

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

Council Members Present

Justin Brady
Dave McCall
Ed Hansen
Melodi Gochis
Jon Gossett

Staff Present

Maresa Manzione, Mayor
Matthew Johnson, City Attorney
Nathan Farrer, Public Works Director
Darwin Cook, Parks and Recreation Director
John Perez, Economic Development Director
Adrian Day, Police Chief
Paul Hansen, City Engineer
Andrew Aagard, Community Development Director
Shannon Wimmer, Finance Director
Shilo Baker, City Recorder
Clarissa Pankratz, Deputy City Recorder

Minutes Prepared by Teresa Young

1. Open City Council Meeting

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

2. Roll Call

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

3. Mayor's Report

Mayor Manzione thanked City staff, volunteers, and the community for their efforts in making the Fourth of July celebrations a success, highlighting the concert, fireworks, and the Fire Department's supervision of the event. She also noted two recent ribbon cuttings for the newly rebranded Switchpoint Thrift Store and its new Main Street coffee shop, encouraging residents to support the business since its proceeds benefit the homeless shelter. Finally, Mayor Manzione asked Council Members to review the proposed MIDA development standards packet before the

next City Council meeting and provide any comments to John Perez so the document can be finalized before adoption.

4. **Council Members' Report**

Councilman Gossett reported attending several community events, including ribbon cuttings for local businesses, the Arts Festival, Fourth of July celebrations, and an Arts Council meeting. He also attended a Communities That Care meeting at the Health Department and expressed his enthusiasm for the program's return and the positive impact it can have on the community.

Councilwoman Gochis thanked everyone who helped make the Fourth of July celebrations a success, congratulated the newly crowned Miss Tooele City royalty, and reported attending a Tooele Valley Theatre Company event at the Ritz Theater. She also noted she had been out of town for the past couple of weeks and was glad to be back.

Councilman Hansen reported attending Fourth of July events, including the parade and helping prepare the City float. He noted that the most recent Planning Commission meeting was unusually brief due to a single agenda item. He also attended the Local Homeless Council's evening meeting, which had strong community participation and included a presentation from the Nat-su group on its continued growth and community initiatives in Tooele.

Councilman McCall reported attending the Miss Tooele City pageant, helping prepare and serve hot dogs during the Fourth of July festivities, and attending the Switchpoint ribbon-cutting and coffee shop opening. He also noted that he had been out of town for a few days.

Chairman Brady reported attending several community events, including the Fourth of July celebrations. He thanked City staff for their efforts in organizing the events, noted the positive community feedback regarding the fireworks display, and expressed appreciation for residents' compliance with the fireworks restrictions, which helped reduce the burden on the Fire Department.

5. **Discussion Items**

a. **Discussion on proposed amendments to Tooele City Code 7-16-3. Table 1: Table of Commercial Uses Regarding the Land Uses Permitted in the Industrial, Industrial Service and Light Industrial Zoning Districts**

Presented by Andrew Aagard, Community Development Director

Mr. Aagard presented an overview of Tooele City's three industrial zoning districts—Industrial, Light Industrial, and Industrial Service—and explained that the Industrial Service and Light Industrial zones currently have very few differences, with only one unique permitted use separating them. He outlined three possible approaches: eliminate the Industrial Service zone and rezone those properties to Light Industrial, leave the current zoning structure unchanged, or further distinguish the permitted uses between the two districts. Planning Staff noted that separating the uses would be difficult because there is no clear, objective distinction between "light" and "medium" industrial uses.

Council Members discussed the original intent behind creating the Industrial Service zone, recalling that it was established to accommodate a specific type of business that did not fit within the existing industrial zoning districts. Council Members also expressed

concerns about unintended consequences, including the concentration of multiple tow yards in one location, and agreed they were not ready to make a decision. The Council directed planning staff to research the history and original purpose of the Industrial Service zone, bring additional information back at a future work meeting, and continue the discussion before determining whether any ordinance changes are warranted.

b. Discussion on Adopting Architectural Standards for All New and Renovated Commercial Buildings in Tooele City

Presented by Andrew Aagard, Community Development Director

Mr. Aagard presented a proposed architectural standards ordinance for new and renovated commercial buildings, explaining that Tooele City currently has no design standards for commercial development. The proposed ordinance is intended to preserve the quality of existing development while providing clear, flexible standards for building design without creating significant additional costs for developers. Proposed requirements include four-sided architecture, façade and roofline variations, durable exterior materials, screening of rooftop mechanical equipment, masonry dumpster enclosures, and design standards for commercial development in light industrial zones.

Council Members expressed strong support for the proposed standards, agreeing they would help maintain the City's appearance as it continues to grow. Discussion included the importance of durable building materials, improving the appearance of building elevations facing residential areas, regulating commercial Conex containers, and considering how the standards would apply within the historic downtown area. Council Members also discussed whether the standards could be applied retroactively but acknowledged they would primarily affect new construction and future renovations. Planning Staff was directed to continue refining the ordinance, research potential downtown overlay considerations, and return with a formal ordinance for Council consideration.

c. Water Reclamation Facility Oxidation Ditch Discussion

Presented by Nathan Farrer, Public Works Director

Mr. Farrer presented an overview of the City's wastewater treatment system, explaining that continued population growth and increasing wastewater flows are pushing the existing treatment plant closer to its 3.4 million gallon per day capacity. While recent upgrades have improved the plant's ability to receive wastewater, additional improvements are needed to expand treatment capacity, maintain regulatory compliance, and support future growth. Farrer also explained the wastewater treatment process, recent operational challenges, and the importance of maintaining healthy biological treatment systems.

Mr. Farrer outlined several upcoming capital improvement projects, including biosolids processing upgrades, UV disinfection improvements, sewer line expansions, additional aeration equipment, and the eventual construction of a second oxidation ditch and additional clarifiers, estimated to cost \$30–40 million. Council Members discussed funding needs, future capacity, land availability, unexplained wastewater flow spikes, and improvements to the reclaimed water system that supplies the golf course. Staff emphasized the need to continue planning for long-term wastewater infrastructure.

improvements and invited Council Members to tour the treatment plant to better understand the system and its operational challenges.

6. **Closed Meeting**

~ Litigation, Property Acquisition, and/or Personnel

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

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

The public meeting recessed at 6:42 p.m. The Council reconvened for the Closed Meeting in the Large Conference Room.

Chairman Brady called the Closed Meeting to order at 6:46 p.m.

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

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

Chairman Brady recessed the closed meeting at 6:53 p.m. to reconvene at the conclusion of the City Council Business Meeting.

Chairman Brady called the reconvened Closed Meeting to order at 7:56 p.m.

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

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

No minutes were taken on these items.

7. **Adjourn**

Upon conclusion of the Closed Meeting, Chairman Brady adjourned the meeting at 8:43 p.m.

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

Approved this ____ day of August, 2026

Justin Brady, City Council Chair

City Council Business Meeting Minutes

Date: July 15, 2026

Time: 7:00 p.m.

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

Council Members Present

Justin Brady
Ed Hansen
Jon Gossett
Melodi Gochis
Dave McCall

Staff Present:

Maresa Manzione, Mayor
Matthew Johnson, City Attorney
Nathan Farrer, Public Works Director
Darwin Cook, Parks and Recreation Director
John Perez, Economic Development Director
Adrian Day, Police Chief
Paul Hansen, City Engineer
Andrew Aagard, Community Development Director
Shannon Wimmer, Finance Director
Shilo Baker, City Recorder
Clarissa Pankratz, Deputy City Recorder

Minutes Prepared by Teresa Young

1. Pledge of Allegiance

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

2. Roll Call

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

3. America250 Tribute

A video highlighting the City's 4th of July celebration and the America250 Tribute was presented.

4. Public Comment Period

Chairman Brady opened the public hearing at 7:04 p.m. Seeing no members of the public coming forward, Chairman Brady closed the public hearing at 7:04 p.m.

5. **Public Hearing and Motion on Ordinance 2026-19 An Ordinance of the Tooele City Council Amending Tooele City Code Chapter 7-25 (Signs) Regarding the Regulation of Political Signs to Conform with Utah Code Chapter 20A-17 as Amended by Utah House Bill 33, Making Other Updates to Tooele City Code Chapter 7-25, and Setting Fees Related to Safekeeping Political Signs and Related Appeals.**

Presented by Matt Johnson, City Attorney

Mr. Johnson presented proposed amendments to Chapter 7-25 of the Tooele City Code to comply with changes in state law under House Bill 33. The amendments remove the City's prohibition on political signs in public park strips when the adjacent property owner consents, clarify that political signs are governed by state law rather than the City's general sign regulations, and establish procedures for the safekeeping of removed political signs, including a \$20 retrieval fee and appeal process. Additional housekeeping amendments update outdated code references and clarify appeal procedures. Council members discussed the role of adjacent property owners in consenting to park strip signs, the removal of abandoned signs after elections, and how the new state law affects sign placement and timing.

Chairman Brady opened the public hearing at 7:14 p.m.

Scott Degelbeck asked whether the proposed ordinance applied only to political signs or if business owners could also place signs in public park strips without adjacent property owner approval. Mr. Johnson clarified that the changes apply only to political signs under state law. Commercial signs remain subject to the City's existing sign ordinance and are not permitted in park strips.

Chris Sloan stated that based on his understanding of state law, there is no specified start date for placing political signs, although municipalities may establish one tied to the beginning of early voting. He noted that some Utah communities have adopted such provisions and added that state law requires political signs to be removed within 14 days after an election.

Seeing no other members of the public coming forward Chairman Brady closed the public meeting at 7:17 p.m.

Motion: Councilman McCall moved to approve Ordinance 2026-19 An Ordinance of the Tooele City Council Amending Tooele City Code Chapter 7-25 (Signs) Regarding the Regulation of Political Signs to Conform with Utah Code Chapter 20A-17 as Amended by Utah House Bill 33, Making Other Updates to Tooele City Code Chapter 7-25, and Setting Fees Related to Safekeeping Political Signs and Related Appeals. Councilman Gossett seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilwoman Gochis, "Aye"; Councilman Gossett, "Aye"; and Chairman Brady, "Aye". The motion passed 5-0.

6. **Public Hearing and Motion on Ordinance 2026-20 An Ordinance of the Tooele City Council Amending Tooele City Code Section 7-16a-3, Regarding Commercial Special Districts' Eligibility and Size.**

Presented by Andrew Aagard, Community Development Director

Mr. Aagard reported that the applicant requested the item be remanded to the Planning Commission to allow for additional revisions to the original proposal before City Council consideration.

Motion: Chairman Brady moved to table Ordinance 2026-20 An Ordinance of the Tooele City Council Amending Tooele City Code Section 7-16-3, Regarding Commercial Special Districts' Eligibility and Size. Councilman Hansen seconded the motion. The vote was as follows: Councilman Gossett, "Aye"; Councilwoman Gochis, "Aye"; Councilman Hansen, "Aye"; Councilman McCall, "Aye" and Chairman Brady, "Aye". The motion passed 5-0.

7. **Public Hearing and Motion on Ordinance 2026-21 An Ordinance of Tooele City Reassigning the Land Use Designation for Approximately 4.1 Acres of Property Located at Approximately 1280 North and 200 East from Medium Density Residential (MDR) to Light Industrial (LI).**

Presented by Andrew Aagard, Community Development Director

Mr. Aagard presented a request to amend the future land use designation of a 4.1-acre parcel from Medium Density Residential to Light Industrial. He explained that the amendment would not change the property's current R1-8 zoning but would allow the applicant to pursue a future rezoning request. The property is adjacent to existing industrial and commercial uses, with the Western Acres residential development located to the north and east. Mr. Aagard noted that the Planning Commission recommended approval of the land use map amendment following its June 24 meeting. Council members briefly discussed appropriate light industrial uses.

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

Motion: Councilman Hansen moved to approve Ordinance 2026-21 An Ordinance of Tooele City Reassigning the Land Use Designation for Approximately 4.1 Acres of Property Located at Approximately 1280 North and 200 East from Medium Density Residential (MDR) to Light Industrial (LI). Councilwoman Gochis seconded the motion. The vote was as follows: Councilman Gossett, "Aye"; Councilwoman Gochis, "Aye"; Councilman Hansen, "Aye"; Councilman McCall, "Aye" and Chairman Brady, "Aye". The motion passed 5-0.

8. **Quarterly Economic Development Update**

Presented by John Perez, Economic Development Director

Mr. Perez presented the fourth quarter update, highlighting the grand openings of Snelgrove Ice Cream, Electroflow, Beans & Brews, and Sport Clips. He reported that retail, office, industrial, and hospitality vacancy rates remain healthy, with only minor changes from the previous quarter.

Mr. Perez noted that attending the ICSC convention in Las Vegas generated 10 new business leads and 10 follow-up meetings with national retailers, restaurants, fitness centers, and developers. The City also submitted two requests for information (RFIs) and hosted two RFI site visits, with previous recruitment efforts resulting in Electroflow locating in Tooele City and JB Hunt selecting the community for logistics operations.

He provided updates on commercial development, noting that several businesses, including Chase Bank, Einstein Bros. Bagels, Snelgrove Ice Cream, and a nail spa, are now open, while additional restaurants and retailers remain in development. At Hollywood Plaza, Wienerschnitzel, Port of Subs, and Xfinity remain confirmed tenants, while previously announced Fizz and a coffee/bakery concept are no longer planned.

Mr. Perez also reported that the Tooele City Business Park continues to be actively marketed, the City's Economic Development Strategic Plan will soon be available on the City's website, and the community survey received 748 responses. He highlighted significant growth in the City's social media engagement across Facebook, LinkedIn, and Instagram, and reminded the Council that the City's innovative approach to the Broadway building demolition saved more than \$1 million. Council members thanked Mr. Perez for his efforts and commended the City's economic development progress.

9. **Resolution 2026-44 A Resolution of the Tooele City Council Approving a Five-Year General Consulting Agreement with Richey, May & Co., LLP, Certified Public Accountants Regarding the City Financial Statements for Fiscal Years 2026 Through 2030.**

Presented by Shannon Wimmer, Finance Director

Ms. Wimmer presented a five-year contract renewal for the City's financial statement consulting services. She explained that the consultants assist the Finance Department in preparing the City's financial statements for the annual audit. The agreement includes annual fee increases of approximately 2%, beginning at \$46,500 in fiscal year 2026 and increasing to \$52,500 by fiscal year 2030. Ms. Wimmer noted that continuing to use the consultants is more cost-effective than hiring additional full-time staff.

Motion: Councilman Gossett moved to approve Resolution 2026-44 A Resolution of the Tooele City Council Approving a Five-Year General Consulting Agreement with Richey, May & Co., LLP, Certified Public Accountants Regarding the City Financial Statements for Fiscal Years 2026 Through 2030. Councilwoman Gochis seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilwoman Gochis, "Aye"; Councilman Gossett, "Aye"; and Chairman Brady, "Aye". The motion passed 5-0.

10. **Resolution 2026-45 A Resolution of the Tooele City Council Acknowledging the Mayor's Appointment of Rebekka Peterson to the Tooele City Historic Main Street Commission as a Commission Member.**

Presented by John Perez, Economic Development Director

Mr. Perez presented a resolution appointing Rebekka Peterson to the Tooele City Historic Main Street Commission. Mr. Perez explained that Ms. Peterson, who works at the Tooele City Museum, brings valuable knowledge of local history, Broadway, and historic preservation. Her appointment fills the remaining vacancy, resulting in a full commission. Councilman Jon Gossett will continue serving as the City Council representative on the commission.

Motion: Councilwoman Gochis moved to approve Resolution 2026-45 A Resolution of the Tooele City Council Acknowledging the Mayor's Appointment of Rebekka Peterson to the Tooele City Historic Main Street Commission as a Commission Member. Councilman Gossett seconded the motion. The vote was as follows: Councilman Gossett, "Aye"; Councilwoman Gochis, "Aye"; Councilman Hansen, "Aye"; Councilman McCall, "Aye" and Chairman Brady, "Aye". The motion passed 5-0.

11. **Resolution 2026-46 A Resolution of the Tooele City Council Ratifying and Approving an Agreement with Tooele County for Dispatch Services for Fiscal Year 2026-2027.**

Presented by Adrian Day, Police Chief

Police Chief Adrian Day presented the Tooele County Dispatch Services fee agreement for the upcoming fiscal year. He reported that the total cost is \$320,772, which includes a base population fee of \$38,405 and approximately \$275,000 in usage-based fees for incidents, vehicle stops, and fire-related calls. Chief Day explained that the usage portion is calculated using a three-year average from 2023–2025 and increased due to a significant rise in activity during 2025, including approximately 2,000 additional traffic stops and about 1,000 more incident numbers compared to previous years. He thanked the Council for their prior review.

Motion: Councilman Hansen moved to approve Resolution 2026-46 A Resolution of the Tooele City Council Ratifying and Approving an Agreement with Tooele County for Dispatch Services for Fiscal Year 2026-2027. Councilman McCall seconded the motion. The vote was as follows: Councilman McCall, “Aye”; Councilman Hansen, “Aye”; Councilwoman Gochis, “Aye”; Councilman Gossett, “Aye”; and Chairman Brady, “Aye”. The motion passed 5-0.

12. Resolution 2026-48 A Resolution of the Tooele City Council Approving a Change Order to the Agreement with Newman Construction, LLC, for the 200 West Waterline Replacement Project
Presented by Nathan Farrer, Public Works Director

Mr. Farrer presented a proposal to expand the scope of the City's existing waterline project with Newman Construction to install an eight-inch waterline through Henwood Mobile Home Park. Farrer explained that the current water system does not provide adequate flow for fire hydrants and fire suppression needs. The new line would create a looped system connected to the City's water system to improve fire protection. He clarified that the project is solely for fire suppression purposes and will not provide culinary water connections to individual mobile homes.

Motion: Councilwoman Gochis moved to approve Resolution 2026-48 A Resolution of the Tooele City Council Approving a Change Order to the Agreement with Newman Construction, LLC, for the 200 West Waterline Replacement Project. Councilman Gossett seconded the motion. The vote was as follows: Councilman Gossett, “Aye”; Councilwoman Gochis, “Aye”; Councilman Hansen, “Aye”; Councilman McCall, “Aye” and Chairman Brady, “Aye”. The motion passed 5-0.

13. Resolution 2026-49 A Resolution of the Tooele City Council Approving a Change Order to the Agreement with Black Forest Paving, LLC, for the 2026 Roadway Maintenance Project, Schedule C
Presented by Nathan Farrer, Public Works Director

Mr. Farrer presented a modification to the 2026 roadway maintenance project for Canyon Overlook Drive. The original plan was to complete a mill and fill project; however, after reviewing the roadway conditions, staff determined that a more extensive repair was needed due to ongoing settlement issues in the subdivision. Mr. Farrer explained that the proposed work includes over-excavating approximately three feet of the roadway, properly compacting the base, and reconstructing the road to provide a longer-lasting repair. He noted that Black Forest Paving, the project contractor, has completed similar successful roadway stabilization projects and recommended this approach. The Council discussed whether the repair would focus only on problem areas or the entire roadway section, and Mr. Farrer confirmed that addressing the full section would provide a more reliable solution.

Motion: Councilman Gossett moved to approve Resolution 2026-49 A Resolution of the Tooele City Council Approving a Change Order to the Agreement with Black Forest Paving, LLC, for the 2026

Roadway Maintenance Project, Schedule C. Councilman Hansen seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilwoman Gochis, "Aye"; Councilman Gossett, "Aye"; and Chairman Brady, "Aye". The motion passed 5-0.

14. Resolution 2026-50 A Resolution of the Tooele City Council Ratifying and Approving an Agreement with Rain for Rent, Inc., for a Golf Course Pump System at Overlake Golf Club

Presented by Nathan Farrer, Public Works Director

Mr. Farrer presented an agreement with Rain for Rent, Inc, for rental services that would serve as a contingency resource if additional issues arise at the wastewater treatment plant. Mr. Farrer explained that the City does not plan to incur costs at this time but would utilize the agreement only if needed as a safeguard to address future treatment plant challenges.

Motion: Councilman Hansen moved to approve Resolution 2026-50 A Resolution of the Tooele City Council Ratifying and Approving an Agreement with Rain for Rent, Inc., for a Golf Course Pump System at Overlake Golf Club. Councilwoman Gochis seconded the motion. The vote was as follows: Councilman Gossett, "Aye"; Councilwoman Gochis, "Aye"; Councilman Hansen, "Aye"; Councilman McCall, "Aye" and Chairman Brady, "Aye". The motion passed 5-0.

15. Resolution 2026-51 A Resolution of the Tooele City Council Approving an Agreement with Johnson Controls, Inc., for Heating and Air Conditioning Control and Upgrades at Tooele City Library, to Include Chiller Replacement

Presented by Darwin Cook, Parks and Recreation Director

Mr. Cook provided an update on ongoing projects and presented Resolution 2026-51, the final phase of the Tooele City Library HVAC upgrade. Mr. Cook reported that replacement of the driving range poles at the golf course has begun and that bids for the driving range net replacement will be opened with a resolution anticipated at the next City Council meeting.

Regarding the library HVAC project, Mr. Cook explained that previous phases included boiler replacements, upgrades to the iView control system, and replacement of building controllers. The final phase is the replacement of the building's chiller unit. The City is proposing to contract with Johnson Controls, a state-approved contractor, for the work. Mr. Cook noted that the project was included as a capital improvement in the adopted budget and that the equipment cost increased by approximately \$3,000, bringing the total contract amount to \$131,473.04. The replacement is planned for the shoulder season in October to minimize disruption to building operations.

Motion: Councilman Hansen moved to approve Resolution 2026-51 A Resolution of the Tooele City Council Approving an Agreement with Johnson Controls, Inc., for Heating and Air Conditioning Control and Upgrades at Tooele City Library, to Include Chiller Replacement with a \$3,000 price increase to \$131,473.04. Councilwoman Gochis seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilwoman Gochis, "Aye"; Councilman Gossett, "Aye"; and Chairman Brady, "Aye". The motion passed 5-0.

16. Resolution 2026-47 A Resolution of the Tooele City Council Authorizing the Tooele City Purchasing Agent to Dispose of Surplus Personal Property (Public Works Department Equipment).

Presented by Shilo Baker, City Recorder

Ms. Baker presented a request for the City Council to declare six Public Works snowplows and a 1993 Holden 12-ton flatbed trailer as surplus property. She explained that the equipment is no longer needed for City operations, has reached the end of its useful life due to age and condition, and has not been used for some time. In accordance with City policy, the equipment will be declared surplus and disposed of through public auction.

Motion: Councilman McCall moved to approve Resolution 2026-47 A Resolution of the Tooele City Council Authorizing the Tooele City Purchasing Agent to Dispose of Surplus Personal Property (Public Works Department Equipment). Councilman Gossett seconded the motion. The vote was as follows: Councilman Gossett, "Aye"; Councilwoman Gochis, "Aye"; Councilman Hansen, "Aye"; Councilman McCall, "Aye" and Chairman Brady, "Aye". The motion passed 5-0.

17. **Invoices & Purchase Orders**

Presented by Shilo Baker, City Recorder

Ms. Baker presented two items. The first was a purchase order to Steadman's for the purchase of two Honda Pioneer 1000 utility vehicles for the wastewater treatment plant in the amount of \$50,000. The second was an invoice to Phase2 LLC for IT security software services totaling \$59,800, which will provide 24/7 support, including log retention analytics, firewall monitoring, and antivirus monitoring.

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

18. **Minutes**

~June 17, 2026 City Council Business Meeting Minutes

There were no corrections to the minutes.

Motion: Councilman Hansen moved to approve the June 17, 2026 City Council Business Meeting Minutes. Councilman McCall seconded the motion. The vote was as follows: Councilman Gossett, "Aye"; Councilwoman Gochis, "Aye"; Councilman Hansen, "Aye"; Councilman McCall, "Aye" and Chairman Brady, "Aye". The motion passed 5-0.

19. **Adjourn**

Chairman Brady adjourned the meeting at 7:51 p.m.

The Council was unable to complete its prior closed meeting. City Attorney Matt Johnson advised that the Council would need to take a new vote to enter into a closed meeting.

Motion: Councilwoman Gochis moved to reconvene for a closed meeting to discuss litigation and/or property acquisition. Councilman McCall seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilwoman Gochis, "Aye"; Councilman Gossett, "Aye"; and Chairman Brady, "Aye". The motion passed 5-0.

Chairman Brady called the reconvened Closed Meeting to order at 7:56 p.m. in the Large Conference Room.

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

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

No minutes were taken on these items.

Upon conclusion of the reconvened Closed Meeting, Chairman Brady adjourned the meeting at 8:43 p.m.

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

Approved this ____ day of August, 2026

Justin Brady, City Council Chair

[illegible]