



CLINTON CITY COUNCIL AGENDA

2267 N 1500 W Clinton, UT 84015

January 27, 2026

Live stream can be found on YouTube at [youtube.com/@ClintonCityUtah](https://www.youtube.com/@ClintonCityUtah)

This meeting may be attended electronically by one or more members.

7:00 PM REGULAR COUNCIL MEETING

1. Pledge of Allegiance
2. Invocation
3. Roll Call
4. 4th Quarter Employee Service Awards
5. Fire Department Badge Pinning
6. Police Department Oaths of Office

PUBLIC INPUT

Any public member who wishes to address the Council will be allowed up to three minutes to make their presentation. According to the Utah State Code, the Council cannot vote on items not advertised on the agenda.

BUSINESS

1. Presentation of First Professional Ambulance Billing Report
2. Presentation of Clinton City Audit for FY 2025
3. Youth Council Report 2026 Legislative Visit
4. Government Records and Management Act (GRAMA) Training

CONSENT AGENDA

1. Approval of Minutes: January 13, 2026 City Council Work Session and City Council Meeting
2. Approval of Accounts Payable: None Currently
3. Approval to Sell Surplus Vehicles
4. Contract Renewal for JUB Engineers

OTHER BUSINESS

1. Council Reports
2. Mayor's Report
3. Action Item Review

ADJOURN

CLOSED SESSION

1. City Manager Performance Review

**Dated this 20th day of January 2026
/s/Lisa Titensor, Clinton City Recorder**

- **Supporting documentation for this agenda is posted on the Clinton City website at www.clintoncity.com and on the Utah Public Notice Website www.utah.gov/pmn**
- **In compliance with the American with Disabilities Act, individuals needing special accommodation (including auxiliary communicative aids and service) during the meeting should notify Lisa Titensor, City Recorder, at (801) 614-0700 at least 24 hours prior to the meeting.**
- **This meeting may involve electronic communications for some members of this public body. The anchor location for the meeting shall be the Clinton City Council Chambers at 2267 N 1500 W Clinton UT 84015. Elected Officials at remote locations may be connected to the meeting electronically to participate.**

**Mayor
Marie Dougherty**

**City Council
Spencer Arave
Jennifer Christensen
Chris Danson
Adam Larsen
Dane Searle**

- *Notice is hereby given that by motion of the Clinton City Council, pursuant to Utah State Code Title 52, Chapter 4 sections 204 & 205, the City Council may vote to hold a closed session for any of the purposes identified in that Chapter.*
- *The order of agenda items may change to accommodate the needs of the city council, staff and/or public*

CLINTON CITY COUNCIL STAFF REPORT

2267 N 1500 W, Clinton, UT 84015

MEETING DATE:	January 27, 2026				
CONSENT AGENDA		BUSINESS AGENDA		RECOGNITION	X
PETITIONER(S):	Trevor Cahoon				
TYPE OF VOTE:	ROLL CALL	N/A	VOICE	N/A	
SUBJECT:	Employee Service Awards for the Fourth Quarter of 2025				

FISCAL IMPACT:

SUMMARY:

The following individuals are being recognized for their dedication and service to Clinton City:

Jamie Pengelly 15 years

Amy Durrans 10 years

RECOMMENDATION:

ATTACHMENTS: None

CLINTON CITY COUNCIL STAFF REPORT

2267 N 1500 W, Clinton, UT 84015

MEETING DATE:	January 27, 2026					
CONSENT AGENDA			BUSINESS AGENDA			
CONSENT AGENDA		BUSINESS AGENDA			RECOGNITION	X
PETITIONER(S):	Fire Chief Jason Poulsen					
TYPE OF VOTE:	ROLL CALL	N/A		VOICE	N/A	
SUBJECT:	Firefighter Oaths of Office					

FISCAL IMPACT:

SUMMARY:

Clinton City Fire Department Badge Pinning

RECOMMENDATION:

Observe the badge pinning ceremony for the following fire fighters for Clinton City.

ATTACHMENTS: None

CLINTON CITY COUNCIL STAFF REPORT

2267 N 1500 W, Clinton, UT 84015

MEETING DATE:	January 27, 2026				
CONSENT AGENDA		BUSINESS AGENDA		RECOGNITION	X
PETITIONER(S):	Shawn Stoker				
TYPE OF VOTE:	ROLL CALL	N/A	VOICE	N/A	
SUBJECT:	Police Officer Oath of Office				

FISCAL IMPACT:

SUMMARY:

Clinton City Police Department Oath of Office

RECOMMENDATION:

I respectfully recommend that the following individuals complete the Oath of Office, authorizing them to function as police officers in Clinton City. Avry Tucker has graduated from POST. Jaylon Gulley and Carson Moyes have graduated the Special Function Block at POST and will Graduate Law Enforcement Officer on February 27, 2026.

Avry Tucker

Jaylon Gulley

Carson Moyes

ATTACHMENTS: None

CLINTON CITY COUNCIL STAFF REPORT

2267 N 1500 W, Clinton, UT 84015

MEETING DATE:	January 27, 2026			
CONSENT AGENDA		BUSINESS AGENDA	X	
PETITIONER(S):	Fire Chief Poulsen			
TYPE OF VOTE:	ROLL CALL	N/A	VOICE	N/A
SUBJECT:	First Professional Ambulance Billing Report			

RECOMMENDATION: Listen to presentation.

Listen to the presentation by First Professional Billing Company.

FISCAL IMPACT: None

SUMMARY:

First Professional Billing Company has requested to share their financial report for the first half of FY26 for ambulance revenue. This will be a quick snapshot and projections for budget.

ATTACHMENTS: None

CLINTON CITY COUNCIL STAFF REPORT

2267 N 1500 W, Clinton, UT 84015

MEETING DATE:	January 27, 2026			
CONSENT AGENDA		BUSINESS AGENDA	X	
PETITIONER(S):	City Manager Trevor Cahoon			
TYPE OF VOTE:	ROLL CALL	X	VOICE	N/A
SUBJECT:	Financial Update and FY 2025 Audit Report Presentation			

RECOMMENDATION: Listen to presentation.

FISCAL IMPACT: None

SUMMARY:

The Auditor from Child, Richards and Associates P.C. will present the findings from the audit for FY 2025.

CLINTON CITY COUNCIL STAFF REPORT

2267 N 1500 W, Clinton, UT 84015

MEETING DATE:	January 27, 2026				
CONSENT AGENDA		BUSINESS AGENDA		RECOGNITION	X
PETITIONER(S):	Marie Dougherty				
TYPE OF VOTE:	ROLL CALL	N/A	VOICE	N/A	
SUBJECT:	Listen to a presentation by the Youth Council regarding attending Legislative Officials Day				

FISCAL IMPACT:

SUMMARY:

Some members of the Youth Council were able to attend the Legislative Session with Mayor Dougherty. They will give a brief presentation on the experience.

RECOMMENDATION:

ATTACHMENTS: None

CLINTON CITY COUNCIL STAFF REPORT

2267 N 1500 W, Clinton, UT 84015

MEETING DATE:	January 27, 2026				
CONSENT AGENDA		BUSINESS AGENDA	X	RECOGNITION	
PETITIONER(S):	Lisa Titensor				
TYPE OF VOTE:	ROLL CALL	N/A	VOICE	N/A	
SUBJECT:	Government Records and Management Act (GRAMA) Training				

FISCAL IMPACT:

SUMMARY:

City Recorder Lisa Titensor will provide training on Government Records and Management Act (GRAMA).

RECOMMENDATION: Listen to the presentation.

ATTACHMENTS: None

CLINTON CITY COUNCIL STAFF REPORT

2267 N 1500 W, Clinton, UT 84015

MEETING DATE:	1/27/2026
CONSENT AGENDA	X
BUSINESS AGENDA	
PETITIONER(S):	David Williams, David Sottosanti
TYPE OF VOTE:	
SUBJECT:	Surplus vehicles

RECOMMENDATION: That Council declare the below listed equipment surplus, authorize City Manager to offer them for sale using the JJ Kane Auction in SLC.

Police Dept..... 2012 Dodge Charger

Recreation Dept....2003 Ford Ranger

Recreation Dept....2007 Polaris

State Contract #AR3466

FISCAL IMPACT:

SUMMARY:

These vehicles have been replaced.

ATTACHMENTS:

-

-

CLINTON CITY COUNCIL STAFF REPORT

2267 N 1500 W, Clinton, UT 84015

MEETING DATE:	1/27/2026
CONSENT AGENDA	X
BUSINESS AGENDA	
PETITIONER(S):	Trevor Cahoon, David Williams
TYPE OF VOTE:	
SUBJECT:	Contract Engineering services with JUB

RECOMMENDATION: That Council approve a Professional Services Agreement with J-U-B Engineers, Inc. for municipal engineering and related services.

In January of 2025 the city conducted a procurement for general engineering services. On March 11, 2025, Clinton City selected J-U-B Engineers as the city engineer company.

J-U-B Engineers, Inc. has provided on-call engineering and related professional services to Clinton City for over **20 years**, supporting a wide range of municipal, utility, and infrastructure projects. This long-standing relationship has provided continuity, institutional knowledge of City systems, and responsive professional support as projects arise.

The proposed agreement renews and formalizes this ongoing relationship through a master, on-call professional services contract. The agreement allows the City to continue utilizing J-U-B's expertise for general engineering, planning, GIS, public involvement, construction management, and related services on an as-needed basis without committing to specific projects or costs upfront.

Scope of Services:

Under the agreement, J-U-B may provide services including, but not limited to:

- General municipal and utility engineering
- Planning and GIS services
- Public involvement support
- Construction management and construction phase services

All services will be authorized through individual task orders or scopes of work approved by the City. No services are performed unless specifically requested.

Term and Structure:

- Effective date: January 27, 2025
- Operates as a master services agreement for multiple future assignments
- Either party may terminate the agreement with 30 days' written notice

Compensation:

- Services are provided on a time-and-materials or lump-sum basis, depending on the approved task order
- Uses J-U-B's standard billing rates, updated annually
- A 10% administrative fee applies to subconsultant costs
- Additional services outside approved scopes require City authorization

Risk Allocation and Liability:

- J-U-B's liability is limited to the lesser of available insurance coverage or \$25,000 / 100% of fees paid
- Contractors remain solely responsible for construction means, methods, and jobsite safety
- The City retains responsibility for permits, right-of-way access, and bidding
- Disputes (excluding fee disputes) are subject to non-binding mediation prior to litigation

FISCAL IMPACT:

Approval of this agreement does not create an immediate fiscal impact. Costs will only be incurred when task orders are authorized and will be subject to available budget appropriations.

5 the city selected JUB Engineers as the city engineer.

This is the contract for these services.



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

J-U-B Project No.: - -
J-U-B Project Manager: Wilcox

This Agreement entered into and effective this 27 day of January 2025, between Clinton City, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: Perform general engineering, planning, GIS, public involvement, construction management, and other services, on an on call basis through multiple assignments documented through various Scopes of Work over time; hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

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

CLIENT INFORMATION AND RESPONSIBILITIES

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

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

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

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

PROJECT REPRESENTATIVES

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

For the CLIENT:

1.	Name	<u>Trevor Cahoon</u>	Work telephone	<u>801-614-0700</u>
	Address	<u>2267 North 1500 West</u>	Home/cell phone	<u></u>
		<u>Clinton, UT 84015</u>	FAX telephone	<u></u>
		<u></u>	E-mail address	<u>tcagoon@clinton.utah.gov</u>

For J-U-B:

1.	Name	<u>Bryce Wilcox</u>	Work telephone	<u>801-547-0393</u>
	Address	<u>466 N 900 W</u>	Cell phone	<u>801-725-5002</u>
		<u>Kaysville, UT 84037</u>	FAX telephone	<u></u>
		<u></u>	E-mail address	<u>bwilcox@jub.com</u>

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

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

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

SCHEDULE OF SERVICES TO BE PERFORMED

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

BASIS OF FEE

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

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

File Folder Title: Clinton City General Services

Remarks: _____

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

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

CLIENT:
Clinton City

NAME
2267 North 1500 West

STREET
Clinton, Utah 84015

CITY / STATE / ZIP CODE

BY (Signature)

NAME / TITLE

BY (Signature)

ADDITIONAL NAME / TITLE

J-U-B ENGINEERS, Inc.:
466 North 900 West

STREET
Kaysville, Utah 84037

CITY / STATE / ZIP CODE

BY (Signature)
Bryce Wilcox / Area Manager

NAME / TITLE

*Applicable
Attachments or
Exhibits to this
Agreement are
indicated as
marked.*

- ☒ **Attachment 1** – Scope of Services, Schedule, and Basis of Fee
- ☐ **Attachment 2** – Special Provisions
- ☒ **Standard Exhibit A** – Construction Phase Services

REV: 4/23

DISTRIBUTION: Accounting; Project File; CLIENT

J-U-B ENGINEERS, Inc.

TERMS AND CONDITIONS

GENERAL

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

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

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

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

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

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

REUSE OF DOCUMENTS

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

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

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

CONSTRUCTION PHASE SERVICES

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

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

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

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

OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

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

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

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

TIMES OF PAYMENTS

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

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

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

TERMINATION

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

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

RISK ALLOCATION

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

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

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

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

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

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

RIGHT OF ENTRY

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

MEDIATION BEFORE LITIGATION

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

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

LIMITATION PERIODS

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

LEGAL FEES

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

SURVIVAL

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

EXTENT OF AGREEMENT

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

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

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

SUCCESSORS AND ASSIGNS

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

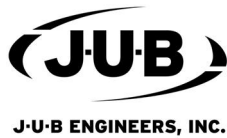
No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any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

CONTROLLING LAW, JURISDICTION, AND VENUE

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

CYBER INSURANCE

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



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

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

PROJECT NAME: Clinton City General Services Agreement

CLIENT: Clinton City

J-U-B PROJECT NUMBER: Various

ATTACHMENT TO AGREEMENT DATED: 1/27/2025

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

PART 1 - PROJECT UNDERSTANDING

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

Clinton City requires professional assistance and services for various projects throughout the City including, but not limited to, general engineering, planning, GIS, public involvement, construction management and other services. This contract is a master services agreement that will cover all work performed by J-U-B that is not included in a specific contract.

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

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

1. General engineering, planning, GIS, public involvement, construction management and other services as requested by the City as documented by various task orders.
- B. **CLIENT-Provided Work** - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:
 1. Information as requested.

PART 3 - BASIS OF FEE AND SCHEDULE OF SERVICES

- A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:
 1. For Lump Sum fees:
 - a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
 2. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
 3. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

B. Period of Services

1. If the period of service for the Tasks identified above is extended beyond 6 months or if the Project has stop/start iterations, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments, extended duration of project management and administrative services, and/or costs related to stop/start cycles including necessary monitoring and communication efforts during inactive periods.

C. CLIENT acknowledges that J-U-B's schedule commitments outlined in Part 4 are subject to the standard of care and J-U-B will not be responsible for delays beyond our direct control.

D. The fees and anticipated schedule for the services identified in PART 2.

Unless otherwise agree upon, services shall be completed on a time and materials basis using J-U-B's current standard billing rates. Total task amounts will be tied to J-U-B's project number at the completion of the project. Rates are updated annually, typically in July.

Schedules will be determined on a task basis.

PART 4 - CERTIFICATIONS AND DELIVERABLES

- A. Electronic deliverables provided to the CLIENT as part of the work described within this Attachment are subject to the provisions of J-U-B's "electronic document/data limited license" found at edocs.jub.com.
- B. The Client understands and agrees that Artificial Intelligence (AI) may be used as a tool on the Projects, including but not limited to meeting notes, graphics, document editing along with AI features that are integral to design and other software. Results of AI and software applications will be reviewed and, if necessary, modified by J-U-B prior to submittal as a Deliverable.
- C. For DESIGN REVIEW work that may be included in the Scope of Services, J-U-B is not in responsible charge of the design and our review effort is limited to the scope and fee agreed to by the CLIENT. To account for the benefits and risks associated with the DESIGN REVIEW elements of the Scope of Services, CLIENT agrees to limit J-U-B's liability for said DESIGN REVIEW services for any cause of action (in tort or contract) to \$25,000.00 or the fees associated with the DESIGN REVIEW services, whichever is less. This provision shall augment the Terms and Conditions of the Agreement between J-U-B and the Kaysville City

Exhibit(s):

- Standard Exhibit A: Construction Phase Services

For internal J-U-B use only:

PROJECT LOCATION (STATE): Utah

TYPE OF WORK: City

R&D: Yes

DISCIPLINE: Municipal

PROJECT DESCRIPTION(S):

1. Municipal/Utility Engineering (203)
2. Water Supply/Distribution (W03)



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

Standard Exhibit A – Construction Phase Services

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

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

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

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

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

CONSTRUCTION PHASE SERVICES

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

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

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

Construction Phase

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

- | | |
|--|--|
| <input checked="" type="checkbox"/> Yes
<input type="checkbox"/> 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. |
| <input checked="" type="checkbox"/> Yes
<input type="checkbox"/> 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:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Yes
<input type="checkbox"/> No | 1. <i>Testing/Adjusting Systems.</i> Provide assistance in connection with the testing and adjusting of equipment or systems. |
| <input checked="" type="checkbox"/> Yes
<input type="checkbox"/> No | 2. <i>Operate/Maintain Systems.</i> Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems. |
| <input checked="" type="checkbox"/> Yes
<input type="checkbox"/> No | 3. <i>Control Procedures.</i> Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems. |
| <input checked="" type="checkbox"/> Yes
<input type="checkbox"/> No | 4. <i>O&M Manual.</i> Assist CLIENT in preparing operating, maintenance, and staffing manuals. |
| <input checked="" type="checkbox"/> Yes
<input type="checkbox"/> No | 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. |
| <input checked="" type="checkbox"/> Yes
<input type="checkbox"/> No | 6. <i>Record Surveying.</i> Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings. |
| <input checked="" type="checkbox"/> Yes
<input type="checkbox"/> No | 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. |
| <input checked="" type="checkbox"/> Yes
<input type="checkbox"/> No | 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. |
| <input checked="" type="checkbox"/> Yes
<input type="checkbox"/> No | 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. |

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.

RESOLUTION NO. 01-26

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH J-U-B ENGINEERS, INC.

WHEREAS, Clinton City has previously selected J-U-B Engineers, Inc. to serve as the City's Engineer of Record for municipal engineering services; and

WHEREAS, Clinton City and J-U-B Engineers, Inc. have negotiated an Agreement for Professional Services, dated January 27, 2025, for the provision of general engineering, planning, GIS, public involvement, construction management, and related municipal engineering services on an on-call basis; and

WHEREAS, the City Council has reviewed the Agreement and finds that entering into the Agreement is in the best interest of Clinton City, ensuring continuity of engineering services, professional expertise, and compliance with applicable state and federal requirements;

NOW, THEREFORE, BE IT RESOLVED BY THE CLINTON CITY COUNCIL THAT:

1. The Agreement for Professional Services between Clinton City and J-U-B Engineers, Inc., dated January 27, 2025, including all attachments and exhibits thereto, is hereby approved.
2. The Mayor and City Recorder are hereby authorized and directed to execute the Agreement and any related documents necessary to implement this Resolution.
3. This Resolution shall take effect immediately upon adoption.

PASSED AND APPROVED THIS 27th DAY OF January, 2026.

Clinton City
Municipal Corporation

ATTEST

Marie Dougherty, Mayor

Lisa Titensor, City Recorder

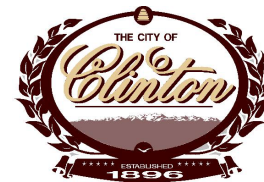
Posted: January 28, 2026

CLINTON CITY COUNCIL WORK SESSION MINUTES

Date: January 13, 2026

Time: 6:00 PM

Location: 2267 N 1500 W, Clinton, UT 84015



Staff present: City Manager Trevor Cahoon, Public Works Director David Williams, Fire Chief Jason Poulsen, Police Chief Shawn Stoker, Recreation Director Brooke Mitchell, Community Development Director Peter Matson, Deputy Recorder Amy Durrans, and Recorder Lisa Titensor

City Council: Mayor Marie Dougherty, Councilmember Spencer Arave, Councilmember Jennifer Christensen, Councilmember Chris Danson, Councilmember Adam Larsen

CALL TO ORDER

Mayor Dougherty called the work session to order at 6:00 PM. She noted that work sessions are open to the public but do not include a public comment period. The purpose of the work session was to provide orientation and background information for the newly seated City Council.

1. DISPATCH CONSOLIDATION DISCUSSION

Police Chief Shawn Stoker provided an overview of dispatch consolidation and the statutory framework governing public safety answering points (PSAPs). Chief Stoker reviewed recent state legislation affecting dispatch services, including restrictions on the creation of new dispatch centers and requirements for county-level audits and oversight.

Discussion included operational considerations such as call handling, response times, interagency coordination, governance structures, and service impacts for residents. Councilmembers asked questions regarding regional partnerships, cost implications, and long-term planning for emergency services. The discussion was informational only, and no action was taken.

2. TITLE 2 AMENDMENTS

City Manager Trevor Cahoon reviewed proposed technical amendments to Title 2 of the Clinton City Code. He explained that recent changes in state law have created areas where City Code requires updates to remain consistent and compliant.

Topics reviewed included provisions related to conflict of interest, oaths of office, bonding requirements, electronic meetings, records management, data privacy, and other administrative matters. Councilmembers discussed the scope of the amendments and

identified areas that may require further clarification or future discussion. No action was taken.

3. DEPARTMENT HEAD REPORTS

Department heads provided introductory remarks and overviews of their respective departments. The reports were intended to orient the newly elected City Council and establish points of contact for future discussions.

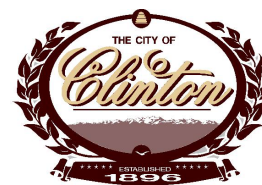
ADJOURNMENT: The meeting adjourned at 6:50 pm.

CLINTON CITY COUNCIL MEETING MINUTES

Date: January 13, 2026

Time: 7:00 PM

Location: 2267 N 1500 W, Clinton, UT 84015



Mayor: Marie Dougherty

City Council: Spencer Arave, Jennifer Christensen, Chris Danson, Adam Larsen, Dane Searle

Staff: Police Chief Shawn Stoker, Public Works Director David Williams, Fire Chief Jason Poulsen, Recreation Director Brooke Mitchell, Treasure Steve Hubbard, Finance Director Corey Christensen, Deputy Recorder Amy Durrans

Attendees: Dereck Bauer, Zack Higham, Glade & Laura Montierth, Kirby Crowley, Greg Allen, Dona Gallegos, Bryce Wilcox, Nate Canova

CALL TO ORDER

Mayor Dougherty called the meeting to order at 7:00 PM.

The invocation was provided by Councilmember Arave

ROLL CALL

Mayor Dougherty, Councilmembers Arave, Christensen, Danson, Larsen and Searle were all present.

SPECIAL RECOGNITION

Fire Chief Jason Poulsen recognized Captain Holly Smith of the Clinton Fire Department for earning the Utah Managing Fire Officer Designation. Chief Poulsen outlined the extensive training, certifications, and leadership experience required for the designation and commended Captain Smith's professionalism, leadership, and service to the community. Captain Smith was congratulated by the Mayor and City Council, and the department showed support during the presentation.

PUBLIC INPUT

There was none.

BUSINESS ITEMS

1. PUBLIC HEARING – ISSUANCE OF WATER REVENUE BONDS, SERIES 2026

City Engineer Bryce Wilcox presented an overview of planned water infrastructure improvements associated with UDOT roadway projects on 2000 West and 1800 North. He explained that aging water lines must be replaced concurrently with roadway construction to avoid significantly higher future costs. Due to inflation and project acceleration, Clinton City's portion of the improvements totals approximately \$10 million, with \$4 million proposed to be financed through a bond issued by the Utah Board of Water Resources. Mr. Wilcox detailed the bond structure, repayment schedule, anticipated water rate impacts, and long-term benefits of the investment.

Bond Counsel Nate Canova provided legal context, explaining the statutory authority, loan structure, escrow process, and security for the bond. He noted the bond carries a fixed interest rate and is secured by net water revenues.

Mayor Dougherty provided historical context regarding the City's conservative financial practices and limited use of debt. She emphasized the necessity of the bond to protect infrastructure and minimize long-term costs to residents.

Mayor Dougherty opened the public hearing at 7:30 pm.

Public comments were received from residents Laura Montierth and Glade Montierth, who asked questions regarding potential future rate increases, long-term financial planning, and whether rates are reduced once bonds are paid. City staff and the Mayor responded with detailed explanations of enterprise fund limitations, reserve planning, and the importance of aligning infrastructure investment with current construction timelines.

With no further public comment, the public hearing was closed at 7:34 pm.

2. ORDINANCE 26-01, SETTING TIME, DATE AND PLACE OF CITY COUNCIL MEETINGS FOR 2026

Mayor Dougherty presented Ordinance 26-01 establishing the time, date, and place of City Council meetings for 2026, including regular work sessions at 6:00 PM followed by City Council meetings at 7:00 PM on the second and fourth Tuesdays of each month.

Councilmember Christensen clarified that work sessions would be moved to the Council Chambers if public attendance exceeded available space.

Councilmember Spencer Arave moved to adopt Ordinance 26-01. The motion was seconded by Councilmember Chris Danson. Voting by roll call is as follows: Councilmember Arave, aye; Councilmember Christensen, aye; Councilmember Danson, aye; Councilmember Larsen, aye; and Councilmember Searle, aye.

3. PRESENTATION OF FIRST PROFESSIONAL AMBULANCE BILLING REPORT

This item was postponed due to the presenter's unavailability. A motion to postpone was made by Councilmember Adam Larsen, seconded by Councilmember Spencer Arave, and approved unanimously.

4. CITY COUNCIL RULES OF PROCEDURE

Mayor Dougherty presented proposed City Council Rules of Procedure, noting that Utah State Code requires governing bodies to adopt rules of order and procedure and that the City's most recent rules were adopted in 2017. The Mayor explained that the proposed update was intended to provide clearer guidance for council deliberations, public participation, agenda preparation, and meeting decorum, particularly with the seating of a new City Council.

The Mayor reviewed key elements of the proposed rules, including general expectations for ethical conduct and civil discourse, physical attendance at meetings, the role of the mayor as chair, and the use of parliamentary procedure based generally on Robert's Rules of Order. Discussion was held regarding proposed agenda timelines, including a recommendation that agendas and supporting materials be published no later than 5:00 p.m. seven days prior to a meeting, which exceeds the state minimum notice requirement but was presented as a transparency and preparedness measure for both the Council and the public.

The Mayor also outlined proposed changes to public comment procedures, including the removal of advanced registration requirements and eliminating the requirement that speakers state their full address, while still maintaining orderly public participation.

Councilmembers discussed provisions related to parliamentary procedure, particularly the requirement that discussion and debate occur after a motion is made. Questions were raised regarding whether this structure could feel restrictive or premature. The Mayor clarified that making a motion serves to define the question before the body and does not indicate a predetermined outcome, noting that motions may be amended, tabled, postponed, or voted down following discussion.

Additional discussion addressed invocation guidelines included in the draft rules, which were explained as best-practice language intended to ensure inclusivity, voluntariness, and neutrality regarding religious expression. Councilmembers also suggested clarifying that example language included in the document was illustrative and not mandatory.

The Council discussed balancing formality with flexibility and expressed interest in further reviewing and refining the proposed rules.

Councilmember Larsen moved to postpone the discussion to a work session on January 27, 2026. Councilmember Christensen seconded the motion. Councilmembers Arave, Christensen, Danson, Larsen and Searle voted in favor.

5. RESOLUTION 01-26, APPOINTMENT OF MAYOR DOUGHERTY TO THE WASATCH INTEGRATED WASTE MANAGEMENT BOARD AND CITY COUNCIL ASSIGNMENTS

Mayor Dougherty presented Resolution 01-26 regarding the appointment of the Mayor to the Wasatch Integrated Waste Management District Board and the assignment of City Council members to various boards, committees, and intergovernmental bodies for the 2026 calendar year.

The Mayor explained that the resolution was part of the Council's annual organizational actions and was intended to establish clear representation for the City on regional and local boards. It was noted that several of the appointments are required by statute, interlocal agreement, or past practice, while others are discretionary and intended to distribute responsibilities among councilmembers.

Discussion was held regarding the scope of responsibilities associated with the various assignments, including the time commitment involved and the importance of continuity on regional boards. Councilmembers discussed balancing experience with opportunities for newly elected members to become familiar with intergovernmental processes and external agencies.

The Mayor clarified that the assignments were intended to ensure effective representation of Clinton City's interests, maintain compliance with external agency requirements, and provide clear points of contact between the City and participating organizations. It was also noted that appointments may be revisited by the Council if circumstances change or if adjustments become necessary.

Councilmember Danson moved to adopt Resolution 01-26, appointing Mayor Dougherty to the Wasatch Integrated Waste Management Board in addition to ratifying the proposed assignments for the City Council. Councilmember Arave seconded the motion. Voting by roll call is as follows: Councilmember Arave, aye; Councilmember Christensen, aye; Councilmember Danson, aye; Councilmember Larsen, aye; and Councilmember Searle, aye.

6. ANNUAL OPEN AND PUBLIC MEETINGS TRAINING

City Manager Trevor Cahoon provided training on Utah Open and Public Meetings Act requirements, including notice, quorum, electronic communications, and public records obligations. Councilmembers participated in scenario-based discussions to clarify compliance expectations.

CONSENT AGENDA

- a. Approval of Minutes: December 9, 2025 City Council Meeting**
- b. Approval of Accounts Payable: December 2025**

MOTION: Councilmember Searle moved to approve the Consent Agenda. Councilmember Christensen seconded the motion. Councilmember Arave, Christensen, Danson, Larsen and Searle voted in favor.

COUNCIL REPORTS

- Councilmember Arave

Councilmember Arave welcomed the newly elected Mayor and City Council and expressed appreciation for the staff presentations and orientation provided during the work session. He noted the importance of continued review of City operations and policy items as the Council moves forward with future meetings.

- Councilmember Christensen

Councilmember Christensen thanked City staff for their preparation for the first meeting of the new Council. She commented on the value of the work session discussions, particularly those related to meeting structure and procedures, and noted the importance of ensuring clear communication and accessibility for the public at future meetings.

- Councilmember Danson

Councilmember Danson expressed appreciation for the orientation materials and staff presentations. He emphasized the importance of collaboration and open communication as the Council begins its term and looks ahead to upcoming policy discussions.

- Councilmember Larsen

Councilmember Larsen thanked staff for the work session overview and noted his interest in continued discussion of procedural and policy items in future meetings. He expressed appreciation for the opportunity to serve and for the information provided to assist the Council moving forward.

- Councilmember Searle

Councilmember Searle commented on the importance of the first meeting in establishing effective working relationships. He expressed appreciation for staff support and the information provided during both the work session and regular meeting and noted the value of continued planning for future Council discussions.

- City Manager's Report

City Manager Cahoon welcomed the newly seated Mayor and City Council and thanked staff for their preparation for the work session and regular meeting. He noted that additional orientation items, policy discussions, and follow-up topics introduced during the work session would be scheduled for future meetings as the Council continues its onboarding process.

- Mayor's Report

Mayor Dougherty thanked the City Council and staff for their work in preparing for the first meeting of the new Council. She expressed appreciation for the collaborative tone of the meeting and emphasized the importance of transparency, public accessibility, and clear procedures. The Mayor noted that several items discussed during the meeting, including Council rules of procedure and other organizational matters, would return for further discussion at future meetings.

ADJOURNMENT

The meeting adjourned at 9:14 pm.