

PUBLIC NOTICE

Notice is hereby given that the Tooele City Council will meet in a Business Meeting on Wednesday, September 3, 2025 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.

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

AGENDA

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Public Comment Period**
4. **Resolution 2025-75** A Resolution of the Tooele City Council Approving Change Order No. 1 to the 2025 Roadway Maintenance Project, Schedule B, with Staker Parson Materials & Construction
Presented by Jamie Grandpre, Public Works Director
5. **Resolution 2025-76** A Resolution of the Tooele City Council Authorizing the Tooele City Purchasing Agent to Dispose of Surplus Personal Property
Presented by Shilo Baker, City Recorder
6. **Resolution 2025-77** A Resolution of the Tooele City Council Approving an Agreement with Aarrow Landscape Construction, LLC, for the Tooele Library Xeriscaping Project
Presented by Chase Randall, Library Director
7. **Invoices & Purchase Orders**
Presented by Shilo Baker, City Recorder
8. **Minutes**
 - ~August 20, 2025 Work Meeting
 - ~August 20, 2025 General Vote Canvass Meeting
 - ~August 20, 2025 Business Meeting
9. **Adjourn**

Shilo Baker, Tooele City Recorder

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

TOOELE CITY CORPORATION

RESOLUTION 2025-75

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING CHANGE ORDER NO. 1 TO THE 2025 ROADWAY MAINTENANCE PROJECT, SCHEDULE B, WITH STAKER PARSON MATERIALS & CONSTRUCTION.

WHEREAS, Tooele City has more than 225 lane miles of public roadway located within the City limits for which it has maintenance responsibility; 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, on March 19, 2025, the City Council approved Resolution 2025-17, approving an agreement with Staker & Parsons for the 2025 Roadway Maintenance Project, Schedule B; and,

WHEREAS, the City needs to make additional roadway improvements to 2000 North in the area from Aaron Drive to 400 West, and Staker & Parsons Co. has submitted a cost proposal of \$144,778.45 for those improvements; and,

WHEREAS, the Purchasing Policies and Procedures allow for Change Order No. 1 because the Mayor and the Public Works Director have determined that the change order is related to the agreement for the 2025 Roadway Maintenance Project, Schedule B, and the change order will maximize efficiency in Project completion and result in cost savings; and,

WHEREAS, the City Administration requests an additional appropriation of about 5% in the amount of \$7,250.00 as contingency for change orders for changed conditions which may arise during the Project, as reviewed and approved by the Mayor:

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

1. the Change Order No. 1, attached as Exhibit A, is hereby approved in the amount of \$144,778.45 for roadway improvements on 2000 North in the area from Aaron Drive to 400 West; and,
2. an additional \$7,250.00 contingency is hereby approved, which may be used for changed conditions as reviewed and approved by the Mayor.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form:

Matthew C. Johnson, City Attorney

Exhibit A

Staker Parsons Change Order No. 1 Cost Proposal



STAKER PARSON
MATERIALS & CONSTRUCTION
A CRH COMPANY

Staker Parson Materials & Construction
A CRH Company

Ogden - 2350 S. 1900 W. Ogden, UT 84401 | P: (801) 731-1111 F: (801) 731-8800
Brigham City - PO Box 517 Brigham City, UT 84302 | P: (435) 723-5216 F: (435) 723-9343
Smithfield - PO Box 65 Smithfield, UT 84335 | P: (435) 563-3242 F: (435) 563-9480

*The Preferred Source for quality sand, rock, landscape products,
ready mix concrete, asphalt, paving & construction services.*

| | | | |
|--------------------------|---------------------------------------|--------------------|-----------|
| To: | Tooele City Corporation | Contact: | |
| Address: | 90 North Main Tooele, UT 84074 | Phone: | |
| Project Name: | Tooele 2025 Roadway Maintenance Sch B | Fax: | |
| Project Location: | Various Streets, Tooele, UT | Bid Number: | |
| | | Bid Date: | 3/13/2025 |

JOB SPECIFICATION AND PRICE:

(IF UNIT PRICES ARE QUOTED, UNITS WILL BE MEASURED ON COMPLETION AND INVOICED AT UNIT PRICES QUOTED).

IF OWNER ELECTS TO EXECUTE OWN CONTRACT AGREEMENT, THIS PROPOSAL IS TO BECOME PART OF AND ATTACHED TO OWNERS CONTRACT

| Line # | Item # | Item Description | Estimated Quantity | Unit | Unit Price | Total Price |
|-------------------------------------|--------|---|--------------------|------|------------|---------------------|
| | 902 | 2000 N Chipping. Aaron Dr. To 400 W | 277,641.00 | SF | \$0.45 | \$124,938.45 |
| | 903 | Mobilization | 1.00 | LS | \$3,500.00 | \$3,500.00 |
| | 904 | Furnish And Install 4" Double Solid Yellow Line | 1,600.00 | LF | \$4.75 | \$7,600.00 |
| | 905 | Furnish And Install 4" White Line | 880.00 | LF | \$4.75 | \$4,180.00 |
| | 906 | Furnish And Install White Pavement Markings | 12.00 | EACH | \$60.00 | \$720.00 |
| | 907 | Furnish And Install Cross Walk Pavement Marking | 2.00 | EACH | \$670.00 | \$1,340.00 |
| | 908 | Striping Mobilization | 1.00 | EACH | \$2,500.00 | \$2,500.00 |
| Total Price for above Items: | | | | | | \$144,778.45 |

Total Bid Price: \$144,778.45

Notes:

- *** DUE TO THE VOLATILITY OF FUEL, LIQUID ASPHALT, CEMENT AND CONSTRUCTION MATERIALS ALL BID PRICES ARE GOOD FOR 90 DAYS FROM DATE OF QUOTATION, PAVING STARTING AFTER THE 90 DAYS MAY BE SUBJECT TO PRICE ADJUSTMENTS. ***
- **In order to assure positive drainage, all paving surfaces need to have a minimum of 1.5% slope. Staker Parson Companies cannot guarantee drainage on areas with less than 1.5% slope. We will do our best to minimize standing water in areas less than 1.5%.**
- Additional work and work in excess of that specified and described above will be handled as a Change Order. Additional work **MUST BE APPROVED** by owner and contractor prior to construction.
- Bid DOES NOT include engineering, layout or testing unless otherwise stated.
- **Finegrade +/- 1/10' means that the grade is within 1/10' from being finished (GENERALLY ONE PASS WITH A GRADER). Our price does not include furnishing additional material or the removal of excess material.**
- Price Shown DOES NOT Include Performance And Payment Bond.
- Bid DOES NOT include traffic control unless otherwise stated.
- Bid includes only the items as specified and described above.
- If saw cutting of asphalt & testing of road base are to be completed by Staker/Parson Companies, a minimum of \$400.00 plus \$0.40 per inch foot for saw cut and a minimum of \$250.00 plus \$50.00 for each density test.
- Unless otherwise stated bid does not include raising and concrete collars on manholes, water valves or monuments.
- General Contractor, owner or developer is responsible for Storm Water Prevention Plan.
- Please Review attached TERMS & CONDITIONS. Upon Signature Of Proposal Purchaser Is Bound To All Terms And Conditions Of Agreement. Original Copy Of Proposal Must Be Signed And On File Prior To Commencement Of Work.

Payment Terms:

Refer to attached Terms & Conditions. Please note***Effective March 1, 2019, payment by credit card will no longer be allowed on Construction Service Invoices***



STAKER PARSON
MATERIALS & CONSTRUCTION
A CRH COMPANY

Staker Parson Materials & Construction
A CRH Company

Ogden - 2350 S. 1900 W. Ogden, UT 84401 | **P:** (801) 731-1111 **F:** (801) 731-8800
Brigham City - PO Box 517 Brigham City, UT 84302 | **P:** (435) 723-5216 **F:** (435) 723-9343
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*The Preferred Source for quality sand, rock, landscape products,
ready mix concrete, asphalt, paving & construction services.*

| | | | |
|--------------------------|---------------------------------------|--------------------|-----------|
| To: | Tooele City Corporation | Contact: | |
| Address: | 90 North Main Tooele, UT 84074 | Phone: | |
| | | Fax: | |
| Project Name: | Tooele 2025 Roadway Maintenance Sch B | Bid Number: | |
| Project Location: | Various Streets, Tooele, UT | Bid Date: | 3/13/2025 |

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

STAKER | PARSON COMPANIES

Authorized Signature: _____

Estimator: Kyle Blanchard
(385) 288-2646 kyle.blanchard@stakerparson.com

TOOELE CITY CORPORATION

RESOLUTION 2025-76

A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING THE TOOELE CITY PURCHASING AGENT TO DISPOSE OF SURPLUS PERSONAL PROPERTY

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, Policy Section X1(17) defines "goods" to mean "supplies, materials, equipment, wares, merchandise, and similar items"; and,

WHEREAS, the City is in possession of goods ("Goods"), specifically six (6) used SUMITOMO 225/70R19.5 Tires on 19.5 10 Lug Dually Wheels Fire Department, which it deems to be surplus to the needs of Tooele City, the Goods being enumerated in the attached Exhibit A, and requests the assistance of the Purchasing Agent to dispose of those Goods by resolution presented to the City Council; and,

WHEREAS, the Goods are not evidence in a criminal prosecution, disposed of under UCA Chapter 24-3, and are not lost or mislaid property in the possession of the police department, disposed of under UCA Chapter 77-24a:

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

This Resolution shall take effect upon passage.

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

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

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING:_____

MAYOR OF TOOELE CITY

(For)

(Against)

ATTEST:

Shilo Baker, City Recorder

S E A L

Approved as to Form: _____
Matt Johnson, City Attorney

Exhibit A

List of Surplus Goods

Six (6) used SUMITOMO 225/70R19.5 Tires on 19.5 10 Lug Dually Wheels



TOOELE CITY CORPORATION

RESOLUTION 2025-77

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH AARROW LANDSCAPE CONSTRUCTION, LLC, FOR THE TOOELE LIBRARY XERISCAPING PROJECT .

WHEREAS, Tooele City desires to landscape 7,285 square feet of the campus of the Tooele City Library with drought-tolerant landscaping, commonly known as xeriscaping (“the Project”); and,

WHEREAS, the City, solicited public bids for the Project based upon price and qualifications in accordance with the City’s procurement policies and procedures, as well as the procedures and requirements of UCA §11-39-101 *et seq.*; and,

WHEREAS, Aarrow Landscape Construction, LLC, was evaluated as the highest ranked proponent for this type of work, with a total cost proposal of \$33,744.25, and based on criteria including “financial strength, past performance, integrity, reliability” (see UCC §11-39-101(9)(b)), and other factors such as continuity of work (see Bid Tabulation attached as Exhibit A); and,

WHEREAS, the City Administration requests an additional 10% as contingency (in the amount of \$3,375.00) 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 an agreement (attached as Exhibit B) with Aarrow Landscape Construction, LLC, in the amount of \$33,744.25 for Tooele Library Xeriscaping Project; and,
2. an additional 10% contingency (in the amount of \$3,375.00) 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 Tooele City Council this _____ day of _____ 2025.

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: _____
Tooele City Attorney's Office

Exhibit A

Bid Tabulation

Library Xeriscaping Project Phase 2 North, Bid Results

| CONTRACTOR | BID AMOUNT |
|--------------------------------------|--------------------|
| Arrow Landscaping | \$33,744.25 |
| EZ Landscaping | \$32,000 |
| Green Land Landscaping | \$39,560 |
| BrightView Landscape Services | \$38,137.21 |
| | |
| | |
| | |

Exhibit B

Agreement



AGREEMENT

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter “City”), and Arrow Landscape Construction LLC of 9644 S Hawley Park RD West Jordan, Utah 84081, a(n) LLC, (hereinafter “Contractor”) enter into this Agreement on the 27th day of August 2025 (the “Effective Date”).

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

1. Services (Scope of Work). The Contractor shall provide the following services to the City:
Removal of approximately 7,285 square feet of sod and furnish and installation of drought tolerant landscape within the same areas consisting of a gravel mulch, river rock cobble. The contractor is responsible to field verify all dimension as this project is a “Total Cost Contract. See Exhibit A for details.
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 \$33,744.25 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 15th, 2025.
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
 - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$1,000,000. Contractor shall 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 Aarrow Landscape Construction LLC

Debra E. Winn, Tooele City Mayor



Signature
Print Name/Title: Paul Bendtsen / Project Manager

Attest:

Shilo Baker, Tooele City Recorder

SEAL

Approved as to form:

Matthew C. Johnson, Tooele City Attorney

(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

8/27/25

Date

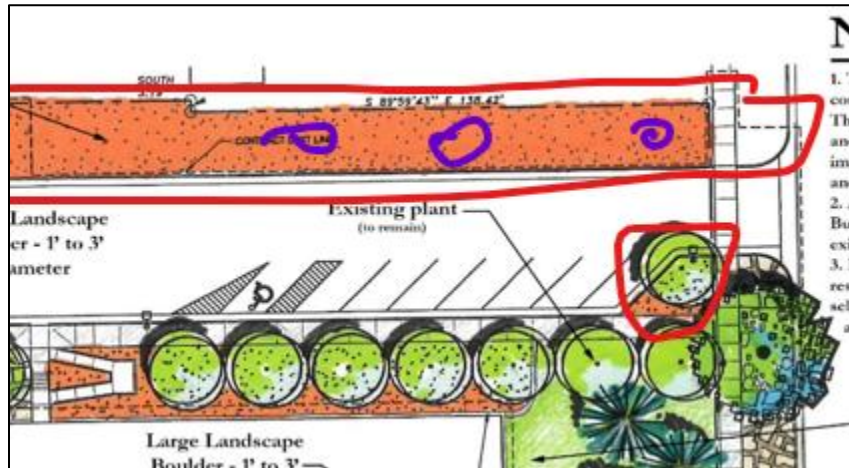
Exhibit A: Scope of Work

North Area:

Approximately 6,708 square feet of sod along the north property line of the library along the fence on the neighboring lot.

Contractor will Excavate and Haul off existing material 4" depth

Cap existing sprinklers and run new drip line to 3 spots for potential future tree planting. Approximate location of the three spots are circled in purple below. Contractor will confirm final location with the Library.



Install Rock Mulch w/weed barrier matching the rock already installed on the north side of the library building.

North East side of Parking lot:

Approximately 280 square feet of sod in the park strip on the northeast side of the library property.

Contractor will Excavate and Haul off existing material 4" depth

Cap existing sprinklers.

Install Rock Mulch w/weed barrier matching the rock already installed on the north side of the library building.

South East side of the North parking Lot:

Approximately 297 square feet of sod on the south east side of the north parking lot.

Contractor will Excavate and Haul off existing material 4" depth

Cap existing sprinklers.

Install Rock Mulch w/weed barrier matching the rock already installed on the north side of the library building.

City Council and Redevelopment Agency Work Meeting Minutes

Date: August 20, 2025

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 (*attending via telephone*)
Maresa Manzione
Melodi Gochis

Staff Present

Mayor Debbie Winn
Matt Johnson, City Attorney
Darwin Cook, Parks and Recreation Director
Nathan Farrer, Assistant Public Works Director
John Perez, Economic Development Director
Chris Sloan, Planning Commissioner
Police Chief Adrian Day
Paul Hansen, City Engineer
Andrew Aagard, Community Development Director
Loretta Herron, Deputy Recorder
Shilo Baker, City Recorder

Minutes prepared by Alicia Fairbourne

1. Open City Council Meeting

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

2. Roll Call

Councilwoman Manzione, Present
Councilwoman Gochis, Present
Councilman Hansen, Present (*attending via telephone*)
Councilman McCall, Present
Chairman Brady, Present

3. Mayor's Report

Mayor Winn reported on the ribbon cutting for the new U-Haul facility on the north end of Main Street, noting it offers full-service moving, climatized storage, and pod delivery. She said the company expects high demand and will be relocating pod storage operations from Salt Lake to Tooele. She also highlighted a recent tour of the Kennecott Copper Mine offered to Tooele Valley residents and announced that Kennecott is partnering with the City through grants to support the

Tooele Valley Museum and public education efforts. She thanked the fire and police departments for their response to two recent fires, including one that threatened five nearby homes. Lastly, she recognized the City's crossing guards for their dedication and encouraged drivers to be alert, especially in school zones.

4. Council Members' Report

During the Council Members' report, Councilman McCall echoed the mayor's remarks about the new U-Haul facility and noted their services, including trailer hitch installations and moving supplies. He also reported on attending meetings with the RDA, the Arts Council, and the Rio Tinto tour, emphasizing the scale of the Kennecott mine when viewed from the Salt Lake side.

Councilwoman Gochis reported attending the Rio Tinto tour and described it as a great experience. She also attended the Stansbury Junior High ribbon cutting and the U-Haul event, and echoed the mayor's appreciation for the City's crossing guards.

Councilwoman Manzione reported attending the same events, including the Rio Tinto tour with her grandchildren, noting it was family-friendly and educational. She also gave an update on the WFRC Active Transportation Committee, which discussed HB 290 regarding parking in bike lanes and the benefits of bike lanes for safety and local commerce. She also shared insights from a traffic calming study presented by West Jordan City, which found that speed bumps and raised crosswalks were among the most effective and affordable methods, while roundabouts were the safest in terms of accident reduction.

Chairman Brady noted he missed last week's staff meeting but attended the prior week's and expressed appreciation for City staff. He announced the North Tooele Special Service District meeting scheduled for the following night and commented on the well-maintained landscaping in the roundabout. He explained that some dead grass in the area was due to gophers or voles chewing sprinkler wiring, and the issue was being addressed.

5. Discussion Items

- a. **Resolution 2025-71** A Resolution of the Tooele City Council Authorizing Payment of a Fee in Lieu of Water Rights Conveyance for Advanced Spine and Pain Located Near 2400 North 400 East

Presented by John Perez, Economic Development Director

Mr. Perez presented the item and explained that the request came from Physicians Accounting and Management Systems, represented by Brent Davis. The request totaled 1.2 acre-feet of water – 0.7 acre-feet for Phase One and 0.5 for Phase Two – associated with an estimated \$8 million capital investment and the creation of eight full-time jobs with average wages of \$48,000.

Councilwoman Manzione inquired about the timeline for the two phases. Mr. Perez noted that no phasing schedule had been provided but stated the Council could require vertical construction to begin within a set timeframe, such as two years, in line with existing policy. Councilwoman Manzione supported including a consistent expiration clause, noting that it would not restrict the City's water availability and applicants could return for an extension if needed.

Chairman Brady expressed support for the project, noting that the business is well-regarded in the community and that the current location is suboptimal. He thought the proposed expansion was a good use of water.

- b. **Resolution 2025-73** A Resolution of the Tooele City Council Authorizing Payment of a Fee in Lieu of Water Rights Conveyance for Grow Development LLC Located at 249 East 1000 North.

Presented by John Perez, Economic Development Director

Mr. Perez presented the request for seven acre-feet of water, noting the project was located east of the fire station and north of Our House Assisted Living. He explained that the development was expected to generate approximately 130 full-time jobs with average annual wages of \$55,000 and represented a capital investment of about \$30 million. He added that Grow Development had over 40 years of experience with projects across several Utah counties and was a well-established company.

Mr. Perez stated that the water request covered the entire buildout, including landscaping, though no timeline for the phases had been provided. He suggested that the Council could impose an expiration clause requiring vertical construction to begin within a set timeframe, possibly within one or two years.

Chairman Brady questioned whether the amount of water requested seemed high for warehouse-style development, given the previous rezoning discussions. Mr. Perez confirmed the amount was accurate for full buildout and compared the project to existing flex-space developments in the area, noting that the design would improve upon past models by providing individual restrooms rather than shared facilities. Chairman Brady also asked whether the estimated jobs represented new employment opportunities. Mr. Perez explained that while some tenants would be local businesses expanding beyond their current space, new jobs were expected to result from that growth.

c. Discussion on Diagonal Parking on Broadway Near Hometown Bakery

Presented by John Perez, Economic Development Director

Mr. Perez presented the discussion and explained that the request was meant to improve customer access during busy evening hours. He noted that zoning regulations did not require on-street parking in this zone, leaving the matter to Council discretion, and outlined possible trial options while sharing measurements prepared by the City Engineer.

Mayor Winn expressed concern that diagonal parking on both sides of the street would limit fire truck access during emergencies. She said one alternative could be removing parking from one side, but suggested a better option might be converting recently acquired City-owned parcels near the area into a parking lot. She noted that such a lot could be temporary, but would provide needed parking for all nearby businesses and serve as a public benefit.

Councilman McCall asked about ownership of an empty lot across from the bakery, and it was believed to be owned by the bakery's proprietors. Councilwoman Manzione and Councilwoman Gochis supported engaging all property owners in a discussion to determine what would work best, and agreed that additional parking would also benefit city-sponsored events in the Historic District. The Council concluded that staff should explore partnership options and potential use of City property to address parking needs.

6. Closed Meeting

~ Litigation, Property Acquisition, and/or Personnel

Chairman Brady announced there was a need to go into a Closed Session due to pending litigation and property acquisition.

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

The public meeting recessed at 5:57 p.m. and reconvened in the conference room for the Closed Session.

Chairman Brady called the Closed Session to order at 6:03 p.m.

Roll Call: Councilman Ed Hansen (via phone); Councilwoman Melodi Gochis; Councilwoman Maresa Manzione; Councilman Justin Brady; Councilman Dave McCall

Also in attendance: Mayor Debbie Winn; Matt Johnson, City Attorney; Shilo Baker, City Recorder; Nathan Farrer, Assistant Public Works Director; Darwin Cook, Parks and Recreation Director; Paul Hansen, Contract City Engineer; Police Chief Adrian Day; Andrew Aagard, Community Development Director

7. **Adjourn**

Chairman Brady adjourned the meeting at 6:41 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 September, 2025

Justin Brady, City Council Chair

Tooele City Board of Canvassers Meeting Minutes

Date: August 20, 2025

Time: 7:00 p.m.

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

Council Members Present

Justin Brady
Dave McCall
Ed Hansen (*via telephone*)
Maresa Manzione
Melodi Gochis

Staff Present

Mayor Debbie Winn
Matt Johnson, City Attorney
Andrew Aagard, Community Development Director
Paul Hansen, City Engineer
Chris Sloan, Planning Commissioner
Police Chief Adrian Day
John Perez, Economic Development Director
Darwin Cook, Parks and Recreation Director
Nathan Farrer, Assistant Public Works Director
Loretta Herron, Deputy Recorder
Shilo Baker, City Recorder

Minutes prepared by Alicia Fairbourne

1. Roll Call

Chairman Brady called the meeting to order at 7:00 p.m. and conducted a roll call.

Dave McCall, Present
Ed Hansen, Present (*via telephone*)
Melodi Gochis, Present
Maresa Manzione, Present
Justin Brady, Present

2. Primary Vote Canvass

Presented by Shilo Baker, City Recorder

Ms. Baker presented the canvass of the 2025 Primary Election and provided an overview of the materials included in the Council's packet. She explained that the first page contained countywide statistics and that city-specific data and vote totals were also included. She noted that Tracy Shaw, Tooele County Clerk, had submitted a sworn affidavit affirming the accuracy and integrity of the election, and that the election had been conducted in compliance with state and federal requirements.

Ms. Baker reported that 4,433 ballots had been cast in Tooele City, with 18,159 registered voters, resulting in a 24.41% turnout. She recognized District Four for the highest voter turnout at 40.65%, describing its general boundaries.

She read the certified vote totals for the mayoral and city council primary races. Maresa Tonioli Manzione (42.53%) and Brad Pratt (30.95%) advanced to the general election for mayor. For City Council, John Gossett (26.97%), Dave McCall (24.14%), Spencer Peck (18.97%), and Emily Chandler (17.68%) advanced to the general election for two open seats. Ms. Baker thanked all candidates for their willingness to serve.

She also shared her personal experience assisting with ballot processing and participating in the post-election audit, stating that she felt the process was secure, well-monitored, and transparent. She encouraged members of the public to observe the general election process if interested.

Ms. Baker concluded by requesting that the Council, acting as the Board of Canvassers, certify the 2025 Primary Election by motion and then sign the post-canvass report.

Motion: Councilwoman Gochis moved to accept the post-canvass report for the 2025 Primary Election as presented. Councilman McCall seconded the motion. The vote was as follows: Board Member McCall, "Aye"; Board Member Hansen, "Aye"; Board Member Gochis, "Aye"; Board Member Manzione, "Aye"; Board Member Brady, "Aye". There were none opposed. The motion carried 5-0.

3. Adjourn

There being no further business, the meeting was adjourned at 7:06 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 September, 2025

Justin Brady, City Council Chair

Tooele City Council Business Meeting Minutes

Date: August 20, 2025

Time: 7:00 p.m. (*Immediately following the Board of Canvassers Meeting*)

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

Council Members Present

Justin Brady
Dave McCall
Ed Hansen (*via telephone*)
Maresa Manzione
Melodi Gochis

Staff Present

Mayor Debbie Winn
Matt Johnson, City Attorney
Nathan Farrer, Assistant Public Works Director
Darwin Cook, Public Works Director
John Perez, Economic Development Director
Chris Sloan, Planning Commissioner
Adrian Day, Chief of Police
Paul Hansen, City Engineer
Andrew Aagard, Community Development Director
Loretta Herron, Deputy Recorder
Shilo Baker, City Recorder

Minutes prepared by Alicia Fairbourne

1. Pledge of Allegiance

Chairman Brady called the meeting to order at 7:08 p.m. and led the Pledge of Allegiance.

2. Roll Call

Dave McCall, Present
Ed Hansen, Present (*via telephone*)
Melodi Gochis, Present
Maresa Manzione, Present
Justin Brady, Present

3. Public Comment Period

Chairman Brady opened the floor for public input at 7:09 p.m.

Rose Gore identified herself as a civil rights advocate and addressed the Council regarding her concerns about constitutional violations in Utah's legal system. She asserted that state laws allowing criminal charges to be filed by information, rather than indictment by a grand jury, were unconstitutional. She claimed this practice violated multiple provisions of the U.S. Constitution,

including Article I, Section 10; the Fifth and Fourteenth Amendments; and federal emoluments clauses. Ms. Gore warned that public officials could face criminal sanctions if they were paid to act in ways she considered unlawful. She submitted a full, written notice of her comments for the record.

Donald Gore also addressed the Council, sharing his family's personal legal dispute with the Utah Division of Child and Family Services and the Tooele City Police Department. He alleged that his children had been removed from their home under what he believed was a defective and unconstitutional warrant. He claimed the process violated their constitutional rights and protections under the Americans with Disabilities Act. Mr. Gore stated that their case had progressed to federal court and urged the City to review police policies and training to ensure constitutional compliance.

There being no further comments, the floor was closed at 7:15 p.m.

4. **Ordinance 2025-26 An Ordinance of Tooele City Reassigning the Land Use Designation from Mixed Use (MU) to Light Industrial (LI) for Approximately 4.9 Acres of Property Located at Approximately 105 East 1000 North**

Presented by Andrew Aagard, Community Development Director

Mr. Aagard explained that the parcel – currently zoned RR-1 and surrounded by a mix of Light Industrial, General Commercial, and Residential zones – had originally been designated for townhomes or mixed-use development. However, the applicant was unable to secure sufficient water rights to proceed and instead proposed a new use: a small-scale contractor staging yard. Mr. Aagard emphasized that the map amendment did not change zoning, but rather aligned the General Plan to allow the applicant to pursue a future zoning application. He noted the Planning Commission had unanimously recommended approval of the amendment at its August 13, 2025 meeting.

Applicant Amy Johnson, representing Tooele Desert Rose, presented further background on the parcel and the intended use. She explained that after failed attempts to attract restaurant and residential developers due to infrastructure and water limitations, the family decided to pursue a contractor yard model that had proven successful in other markets. She described the project as a secure, fenced facility divided into individual rental yards for small contractors to store equipment, rather than a typical self-storage or RV lot. Ms. Johnson stressed that the property would remain dry (no water services), with usage restrictions outlined in lease agreements and monitored for compliance. She also clarified that units would be for rent only and would not accommodate customer parking.

Council Members posed questions regarding access, hours of operation, allowable structures, and enforcement of storage regulations. Ms. Johnson addressed these concerns, stating that the site would include lighting, cameras, and on-site management; access would be timed to discourage 24-hour use; and lease terms would comply with city code and insurance requirements.

Chairman Brady voiced concerns about the proposed use, noting its similarity in appearance and function to a storage yard. He questioned whether it was an appropriate fit for such a prominent location along 1000 North and SR-36, especially given the area's high visibility and potential for other types of development. In response, Ms. Johnson explained that her team had explored a variety of other options – including restaurants, medical offices, and retail uses – but found the site's access limitations and lack of available water rights made those alternatives unworkable. She stated that the contractor yard concept was the only viable option under the current conditions.

Councilwoman Manzione and Chairman Brady both raised concerns about the broad range of potential uses permitted under the Light Industrial designation once the land use change and subsequent zoning were approved. Councilwoman Manzione commented that the City lacked a transitional zoning category that would better reflect the applicant's stated intent without opening the site to incompatible uses. Mr. Aagard acknowledged those concerns and indicated he was working on refining the Industrial Service zoning category to address this gap and reduce unintended

consequences. He reiterated that although the Light Industrial zone allowed a variety of uses, it did not permit the most intensive industrial activities.

Motion: Chairman Brady moved to deny ordinance 2025-26. Councilwoman Gochis seconded the motion. The vote was as follows: Councilman McCall, “Nay”; Councilman Hansen, “Aye”; Councilwoman Gochis, “Aye”; Councilwoman Manzione, “Nay”; Councilman Brady, “Aye”. The motion carried 3-2.

5. **Resolution 2025-71 A Resolution of the Tooele City Council Authorizing Payment of a Fee in Lieu of Water Rights Conveyance for Advanced Spine and Pain Located Near 2400 North 400 East**

Presented by John Perez, Economic Development Director

Mr. Perez presented the item and stated the applicant, Physicians Accounting and Management Systems, requested 1.2 acre-feet of water. He reiterated that the proposal involved a capital investment of approximately \$8 million and would create eight full-time jobs. Mr. Perez also noted that, as discussed during the earlier work meeting, a two-year expiration period for vertical construction would be included. A member of the audience spoke out and asked who Mr. Perez was, and Chairman Brady reminded those present that this was not a public hearing and clarified that Mr. Perez was the City's Economic Development Director. There were no questions or comments from the Council.

Motion: Councilman McCall moved to approve Resolution 2025-71, a Resolution of the Tooele City Council authorizing payment of a fee in lieu of water rights conveyance for Advanced Spine and Pain located near 2400 North 400 East. Councilwoman Manzione seconded the motion. The vote was as follows: Councilman McCall, “Aye”; Councilman Hansen, “Aye”; Councilwoman Gochis, “Aye”; Councilwoman Manzione, “Aye”; Councilman Brady, “Aye”. The motion carried 5-0.

6. **Resolution 2025-73 A Resolution of the Tooele City Council Authorizing Payment of a Fee in Lieu of Water Rights Conveyance for Grow Development LLC Located at 249 East 1000 North.**

Presented by John Perez, Economic Development Director

Mr. Perez presented the request and explained that the proposed light industrial complex was expected to create approximately 130 full-time jobs at buildout, with average annual wages of \$55,000 and a capital investment of about \$30 million. He confirmed that the request for seven acre-feet of water had been verified by the City Engineer and noted that the project would include xeriscaping with no turf. As discussed in the preceding work meeting, a two-year expiration period for vertical construction would also be included. There were no questions or comments from the Council.

Motion: Councilwoman Manzione moved to approve Resolution 2025-73, a Resolution of the Tooele City Council authorizing payment of a fee in lieu of water rights conveyance for Grow Development LLC, located at 249 East 1000 North. Councilman McCall seconded the motion. The vote was as follows: Councilman McCall, “Aye”; Councilman Hansen, “Aye”; Councilwoman Gochis, “Aye”; Councilwoman Manzione, “Aye”; Councilman Brady, “Aye”. The motion carried 5-0.

7. **Resolution 2025-74 A Resolution of the Tooele City Council Approving an Agreement with Judge Netting Mountain West for the Installation of Three Baffle Netting Systems at Oquirrh Hills Golf Course**

Presented by Darwin Cook, Parks & Recreation Director

Mr. Cook presented the item and explained that golf balls from hole 17 at the Oquirrh Hills Golf Course had occasionally struck nearby residences along Droubay Road despite previous mitigation efforts, including netting, reconfiguring the hole, and tree removal. He noted that the recent widening of Droubay Road created more opportunities for balls to bounce into fences or yards.

Mr. Cook described the proposed baffle nets, which would be strategically placed on the back three holes and angled to intercept errant shots. He stated that this option was more effective and less costly than alternatives such as a 70-foot continuous net or a 400-foot net behind homes, which were less favored by residents. The estimated cost was \$64,500, which would be covered by the current year's capital budget. He added that Judge Netting had previously installed netting at the course and was recommended for the work.

Council members asked questions about the effectiveness and placement of the nets. Mr. Cook explained that they were designed to prevent slices while remaining unobtrusive to views. Councilman McCall provided additional context on how course changes had altered play and contributed to the problem. Chairman Brady emphasized the importance of ensuring residents could enjoy their backyards and stated support for the proposal. There were no further objections from the Council.

Motion: Councilman McCall moved to approve Resolution 2025-74, a Resolution of the Tooele City Council approving an agreement with Judge Netting Mountain West for the installation of three baffle netting systems at Oquirrh Hills Golf Course. Councilwoman Manzione seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilwoman Gochis, "Aye"; Councilwoman Manzione, "Aye"; Councilman Brady, "Aye". The motion carried 5-0.

8. **Invoices & Purchase Orders**

Presented by Shilo Baker, City Recorder

Ms. Baker presented six invoices for approval. The first was to Phaze2 Software for \$57,468 for the annual renewal of Adlumin network monitoring software. The second was to Aim Development for \$38,849 to upsize a section of water main from eight inches to twelve inches near Berra Boulevard and Franks Drive. The remaining invoices were for vehicle purchases from Ken Garff West Valley Ford: a 2025 Ford Super Duty F-350 for the Water Department in the amount of \$76,732.43, a Ford F-150 Crew Cab for the Waste Water Department for \$50,348, a 2020 Ford Ranger for \$35,850 for a new Utility Technician, and a 2025 Ford F-150 for the Water Department in the amount of \$47,700.

Councilman McCall asked whether the local dealership had been added to the state contract. Ms. Baker confirmed it had not, and Councilman McCall commented that it was unfortunate that the purchases could not be made locally given the amount of tax dollars involved.

Motion: Councilwoman Manzione moved to approve the invoices as presented. Councilwoman Gochis seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilwoman Gochis, "Aye"; Councilwoman Manzione, "Aye"; Councilman Brady, "Aye". The motion carried 5-0.

9. **Minutes**

- ~August 6, 2025 Work Meeting
- ~August 6, 2025 Business Meeting

There were no corrections to the minutes.

Motion: Councilwoman Gochis moved to approve the August 6, 2025 Work Meeting and August 6, 2025 Business Meeting minutes as presented. Councilman McCall seconded the motion. The vote was as follows: Councilman McCall, "Aye"; Councilman Hansen, "Aye"; Councilwoman Gochis, "Aye"; Councilwoman Manzione, "Aye"; Councilman Brady, "Aye". The motion carried 5-0.

10. **Adjourn**

There being no further business, Chairman Brady adjourned the meeting at 8:03 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 September, 2025

Justin Brady, City Council Chair

Tooele City Open Forum Record Sheet

Date: August 20, 2025

Please PRINT the following information:

[illegible]

Script for County Commissioners and City Council Notice

My name is Rose Gore. I'm a Civil Rights Advocate and I need to provide public notice to Tooele County. This is in accordance with the USCS rules of civil procedures, as well as Rule 17 and Rule 20 of the United States Supreme Court.

The Constitution of the United States has the overarching requirements that every state must follow. States cannot enact their own alternative legislation substituted for the guarantees of the Constitution of the United States. That would mean that the state laws are more powerful than the Constitution. That is unlawful.

Clause 1 of Amendment 5 states, "no person shall be held to answer for a capital or otherwise infamous crime unless on presentment or indictment by a grand jury". However, the state of Utah has enacted its own alternative legislation that permits prosecuting attorneys and police officers to charge by way of information, as opposed to indictment. That is unconstitutional.

An emolument violation is when you pay a public official to break the law. The Constitution has two areas that enforces this.

- Article I, Section 10 says "no state shall create any law that shall impair the obligation of contracts". Police officers, prosecutors, judges are all under a contract—a contract to perform based on the oath or affirmation that they took to support and defend the Constitution. Contract parameters are defined within the Constitution of the United States and when a state enacts an inferior law that directs their agents to disobey the Constitution of the United States—that is a violation of Article I, Section 10.
- The 14th Amendment is the other place that you'll find the reinforcement of this issue, and that is where it states that "no state shall create or enforce any law that shall abridge the privileges or immunities of United States citizens".

The privileges and immunities of United States citizens are at a minimum, those enumerated within the Bill of Rights, the first 10 amendments. Unfortunately, the state of Utah has enacted a law in its inferior constitution that permits public officials, judges, law enforcement officers— whom you all pay— to violate the Constitution of the United States. As a result, there is an inordinate amount of people currently imprisoned in the state of Utah, illegally and unconstitutionally.

Tanawah Downing is litigating this issue at the United States Supreme Court. I'm here to notify you that if you continue to pay public officials to break the law, criminal sanctions can come from that. Officials must be made aware that paying people to disobey the law is an emolument violation. It is illegal. It is unconstitutional. It is a crime.

I'm asking you honorable individuals to please take a look at Clause 1 of Amendment 5, confirm what I'm saying to be true, and then direct your public officials to act in lawful, constitutional manner consistent with the obligations that are codified in the Constitution of the United States of America. I have a notice that I would like to put on the record. Thank you so much. God bless.

Good evening, members of the Council. My name is Donald Gore, and I'm here to follow up on the points you just heard regarding constitutional compliance. I want to bring this directly home to Tooele County and Tooele City.

Over the past two years, my wife and I have been in an ongoing battle with the Utah Division of Child and Family Services and the Tooele City Police Department. Our children were removed from our home under a warrant we believe was defective and unconstitutional. That removal has been upheld in the state juvenile court without the due process protections guaranteed to us under the Fourteenth Amendment, and in a way that ignores the disability rights protections of the Americans with Disabilities Act.

The Constitution is not a suggestion. When the Fourth Amendment says we are free from unreasonable search and seizure, that applies to our homes and to our children. When the Fourteenth Amendment says no state may deprive us of liberty without due process, that applies to parents in Tooele just as much as it applies anywhere else in the United States.

As taxpayers, we are paying the salaries of the very officials who have broken these constitutional rules — that's the kind of "emolument violation" you just heard about. And when public officials are paid to violate the Constitution, it erodes public trust and invites legal consequences for the city as well as the state.

I am here to put you on notice: our case is now in federal court, and we will continue to pursue every lawful avenue to hold officials accountable. We're asking you, as city leaders, to review the policies and training of your police officers, to ensure that warrants are lawful and that constitutional rights are respected in every interaction. The people of Tooele deserve nothing less. Thank you.