

**PUBLIC NOTICE**

Notice is Hereby Given that the Tooele City Council & Tooele City Redevelopment Agency will meet in a Work Session, on Wednesday, February 21, 2018 at the hour of 5:00 p.m. The Meeting will be Held at the Tooele City Hall Large Conference Room Located at 90 North Main Street, Tooele, Utah.

**1. Open City Council Meeting**

**2. Roll Call**

**3. Discussion:**

- **Resolution 2018-15 A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule Regarding Water Meter Costs  
Presented by Jim Bolser**
- **Discussion of City Acceptance of a Transportation Investment Generating Economic Recovery (TIGER) Grant Through UTA  
Presented by Jim Bolser**
- **Resolution 2018-17 A Resolution of the Tooele City Council Approving an Agreement with Ace Recycling and Disposal, for Collection, Transportation, and Disposal of Residential Refuse and Recyclable Materials  
Presented by Roger Baker**
- **Ordinance 2018-04 An Ordinance of the Tooele City Council Amending Tooele City Code Chapter 4-1 Regarding the Building Official and Public Improvements  
Presented by Roger Baker**
- **Ordinance 2018-05 An Ordinance of the Tooele City Council Amending Tooele City Code Section 2-3-2 Regarding Planning Commission Duties  
Presented by Roger Baker**

**4. Close Meeting**

- **Litigation & Property Acquisition**

**5. Adjourn**

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**Michelle Y. Pitt**  
**Tooele City Recorder/RDA Secretary**

**Pursuant to the Americans with Disabilities Act, Individuals Needing Special Accommodations Should Notify Michelle Y. Pitt, Tooele City Recorder, at 843-2110 or [michellep@tooelecity.org](mailto:michellep@tooelecity.org), Prior to the Meeting.**

**TOOELE CITY CORPORATION**

**RESOLUTION 2018-15**

**A RESOLUTION OF THE TOOELE CITY COUNCIL AMENDING THE TOOELE CITY FEE SCHEDULE REGARDING WATER METER COSTS.**

WHEREAS, Tooele City Code §1-26-1 authorizes the City Council to establish City fees by resolution for activities regulated by the City and services provided by the City; and,

WHEREAS, Utah Code §10-3-718 authorizes the City Council to exercise administrative powers, such as establishing city fees and regulating the use of city property, by resolution; and,

WHEREAS, under the Council-Mayor form of municipal government, established and governed by the Tooele City Charter (2006) and Utah Code §10-3b-201 et seq., the Mayor exercises all executive and administrative powers; however, it has been the practice of Tooele City for all fees proposed by the Mayor and City Administration to be approved by the City Council; and,

WHEREAS, Utah Code §10-9a-508 enables Tooele City to make exactions on development to the extent the exactions have an essential link with a legitimate governmental interest and are roughly proportionate to the impact of the development; and,

WHEREAS, as a standard exaction, Tooele City requires developers to purchase water meters for all developments requiring culinary water service, there being both a nexus and proportionality; and,

WHEREAS, Tooele City has a legitimate governmental interest in seeing that culinary water meters are of uniform standards, specifications, and quality; and,

WHEREAS, to that end, Tooele City purchases and provides all water meters for use by new developments, requiring development applicants to pay to the City the City's actual cost in purchasing the meters; and,

WHEREAS, Tooele City's costs to acquire culinary water meters have risen, and the City Administration recommends that the Tooele City Fee Schedule be amended to reflect the actual current cost of purchasing water meters (see Exhibit A):

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Fee Schedule is hereby amended as shown in Exhibit A.

This Resolution shall take effect immediately upon passage, by authority of the Tooele City Charter, without further publication.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_, 2018.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(For)

(Against)

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ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to form:

\_\_\_\_\_  
Roger Evans Baker, Tooele City Attorney

## Exhibit A

### Water Meter Costs

**TOOELE CITY CORPORATION**

**RESOLUTION 2018-17**

**A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH ACE RECYCLING AND DISPOSAL FOR COLLECTION, TRANSPORTATION, AND DISPOSAL OF RESIDENTIAL REFUSE AND RECYCLABLE MATERIALS.**

WHEREAS, Tooele City has contracted with Ace Recycling and Disposal (“Ace”) since 1993 for the removal of residential refuse from Tooele City; and,

WHEREAS, the most recent contract with Ace for refuse removal has expired, and the City Administration recommends the execution of a new contract with Ace, attached as Exhibit A; and,

WHEREAS, Tooele City owns and maintains all curbside pickup garbage cans (olive green) from which Ace collects residential refuse; and,

WHEREAS, since March 2017, Ace has also been picking up recyclable materials from curbside cans (blue) owned by Ace; and,

WHEREAS, the City Administration recommends including Ace’s recyclable materials hauling service in the new contract; and,

WHEREAS, it is in the best interest of the City to have Ace continue to conduct curbside pick-up of residential refuse and recyclable materials in Tooele City:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Agreement for Collection, Transportation, and Disposal of Residential Refuse and Recyclable Materials is hereby approved, and that the Mayor is hereby authorized to sign the same.

This Resolution shall take effect immediately upon passage, by authority of the Tooele City Charter, without further publication.

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this \_\_\_ day of \_\_\_\_\_, 2018.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(For)

(Against)

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ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

Approved as to form:

\_\_\_\_\_  
Roger Evans Baker, Tooele City Attorney

## Exhibit A

# Agreement for Collection, Transportation, and Disposal of Residential Refuse and Recyclable Materials

**AGREEMENT FOR COLLECTION, TRANSPORTATION,  
AND DISPOSAL OF RESIDENTIAL REFUSE  
AND RECYCLABLE MATERIALS**

THIS AGREEMENT between **TOOELE CITY CORPORATION**, 90 North Main Street, Tooele, Utah 84074, a municipal corporation of the State of Utah, hereinafter referred to as "the City", and **ACE RECYCLING AND DISPOSAL**, P.O. Box 2608, Salt Lake City, Utah 84110, hereinafter referred to as "Contractor", shall take effect commencing **March 1, 2018** (the "Effective Date").

WHEREAS, the City, mindful of its duties and responsibilities to protect and maintain the public health, safety, and welfare of its citizens, finds it necessary to regulate and control the collection and disposal of refuse in the residential areas of Tooele City and has determined that the best interest of the City would be served by the employment of Contractor for this purpose; and,

WHEREAS, the City, mindful of its opportunity to protect and maintain the public welfare by prolonging the life of local landfill facilities, by saving the expense of delivering recyclable materials to landfills, and by minimizing environmental degradation by recycling and reusing recyclable materials, finds it beneficial to regulate and control the collection and disposal of recyclable materials in the residential areas of Tooele City, and has determined that the best interest of the City would be served by the employment of Contractor for this purpose; and,

WHEREAS, Contractor is willing to render the service of collection and disposal of refuse and recyclable materials within Tooele City upon the terms and conditions set out below.

NOW, THEREFORE, based on the mutual covenants and conditions contained herein, the parties agree as follows:

**I  
INTEGRATION**

All previous agreements, contracts, and understandings between the City and Contractor are hereby terminated by mutual agreement of the parties and replaced by this Amended Agreement.

**II  
TERM**

The Effective Date of this Agreement shall be March 1, 2018. The Agreement shall continue in effect through December 31, 2022, unless terminated sooner as specified herein. The Agreement may be renewed by the parties for additional three-year terms upon approval of a Tooele City Council Resolution and execution by the Tooele City Mayor.



### III SCOPE OF THIS AGREEMENT

The work to be done under this Agreement consists of furnishing all labor, tools, equipment, materials, supplies, and services to perform all work and services necessary to satisfactorily collect all refuse by automated means from locations with Tooele City, Utah, to transport collected refuse to a disposal facility, to deposit the refuse at that facility, and to perform all other work or services incidental to refuse collection and transportation services in accordance with the terms and provisions of this Agreement and with applicable laws.

### IV DEFINITIONS

For purposes of this Agreement:

(1) Bulky waste means unwanted household items such as large kitchen appliances, water heaters, laundry machines, mattresses, unwanted home furnishings, and other household refuse with weights or volumes greater than those allowed for Contractor's refuse receptacles. Hazardous wastes, food and food packaging, commercial waste, loose and unpackaged materials, livestock waste, and other items as identified herein are expressly excluded.

(2) Commercial units means all four-family dwellings, condominiums, and mobile homes in mobile home parks.

(3) Condominium units means the ownership of a single unit in a multi-unit project together with an undivided interest in common in the common areas and facilities of the project.

(4) Dwelling, single-family means a building arranged or designed to be occupied by one family, the structure having only one dwelling unit.

(5) Dwelling, two-family means a building arranged or designed to be occupied by two families, the structure having only two dwelling units.

(6) Dwelling, three-family means a building arranged or designed to be occupied by three families, the structure having only three dwelling units.

(7) Dwelling, four-family means a building arranged or designed to be occupied by four families, the structure having only four dwelling units.

(8) Garbage means all putrescible wastes, including vegetable and animal offal and animal carcasses of less than ten (10) pounds in weight. Garbage shall not include sewage, waste oil, and similar waste liquids, as well as recognizable industrial by-products from all private residences, or any bulky waste, hazardous waste, rubbish, or stable matter as defined herein.

(9) Hazardous waste means any chemicals, compound, mixture, substance, or article that is designated by the United States Environmental Protection Agency or appropriate agency of the state of Utah to be hazardous.

(10) Mobile home means a detached, single-family dwelling unit of not less than thirty (30) feet in length, designed for long-term occupancy, and to be transported on its own wheels, on flatbed or other trailer, or on detachable wheels; containing a flush toilet, sleeping accommodations, a tub or a shower bath, kitchen facilities, and plumbing and electrical connections provided for attachment to appropriate external systems, and ready for occupancy except for connection to utilities and other minor work. Pre-sectionalized, modular, manufactured, or prefabricated houses not placed on a permanent foundation shall be regarded as mobile homes; if placed upon a permanent foundation, such structures that meet all applicable building and housing codes shall not be considered as mobile homes, but shall be regulated as conventional single-family housing.

(11) Mobile home park means a space signed and approved by the Tooele City Council for occupancy by mobile homes, to be under a single ownership or management, and meeting all requirements of the Tooele City land use regulations and mobile home chapter of the Tooele City Code for mobile home parks.

(12) Recyclable materials means refuse that is identified on correspondence from Contractor to the City as being acceptable for delivery to a recycling facility.

(12) Refuse means any combination of garbage and rubbish.

(13) Residential unit means a single-, two-, or three-family dwelling within the corporate limits of Tooele City occupied by a person or a group of persons. A residential unit shall be deemed occupied when water services are being supplied thereto.

(14) Rubbish means all nonputrescible waste materials, including waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, including Christmas trees, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, used clothing, shoes, and boots, combustible waste pulp and other products such as are used for packaging or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of bulky waste, garbage, hazardous waste, or stable matter.

(15) Stable matter means manure, straw, and such other matter as is found in barns, stables, and corrals.

## V

### REGULAR REFUSE COLLECTION

(1) Weekly Residential Unit Collection. Contractor shall provide weekly collection of refuse from residential units. Commercial units shall not be provided collection service under this Agreement, except as indicated on the attached Exhibit A. Normal collection points shall be at curbside along public rights-of-way.

(2) Materials Not Collected. The following materials shall not be collected by Contractor:

- (a) highly flammable or explosive materials;

- (b) hazardous or radioactive waste materials;
- (c) hot ashes, cinders, clinkers, or stove ashes that could ignite other garbage or rubbish;
- (d) dead animals of ten (10) or more pounds;
- (e) septic tank waste or holding tank waste from recreational vehicles, travel trailers, or otherwise.

(3) Materials Requiring Special Preparation. The following materials shall be prepared as follows before Contractor must collect the same:

(a) Small animal waste material must be dry and mixed with sand, sawdust, commercial pet litter, or similar absorbent materials, and double wrapped in paper or placed in a separate plastic bag before being placed in a refuse container for disposal.

(b) Sharp objects such as broken glass shall be double wrapped in paper or other suitable material so that no sharp edge is exposed before being placed in a refuse container for disposal.

(c) Ashes, cinders, or clinkers must be wrapped separately in a plastic bag or other suitable material so as to prevent dust blowing before being placed in a refuse container for disposal.

(d) Recyclable materials must be segregated from other refuse by placement in a separate container identifiable as a recyclable materials container.

(4) Holidays. Refuse shall not be collected on holidays identified by a landfill as days the landfill will be closed to the delivery of refuse.

When such a holiday falls on a collection day, the collection shall be made the next working day. All collections shall be completed by the Saturday following the holiday.

(5) Weekly Collection Schedule. Contractor shall prepare a collection schedule showing the days of the week on which collection will be made at each residential unit in the collection zone. The collection schedule shall provide for all regular collections to be made Monday through Friday. Contractor shall provide the City with the collection schedule and route maps and keep such information current at all times. The City must approve the collection schedule prior to work under this Agreement being commenced.

(a) Collection schedules and route maps shall be provided to the City a minimum of thirty (30) days prior to changes in operations.

(b) Route maps and collection schedules shall show the days for regularly-scheduled pickup for each route and area.

(c) The City must give prior written approval to all routes and schedules when established or changed prior to Contractor implementing the same.

(d) Changes in the collection schedule or routes shall not be made more often than once during any six month period without the written consent of the City.

(e) Contractor shall notify Tooele City residents by a newspaper advertisement, or other acceptable method, of any changes in collection schedules. Contractor shall cause such advertisement to be published in a newspaper of general circulation at least two (2) days prior but not more than seven (7) days prior to the regular collection.

(6) Time of Collection. Contractor shall not commence collection of refuse in residential areas prior to 7:00 a.m. or continue collection after 7:00 p.m. In the event that there is some type of mechanical failure or equipment problems, this restriction may be waived by the City.

(7) City Not Liable for Delay. In no event shall the City be liable or responsible to Contractor or to any other person for or on account of any stoppage or delay in the work herein provided for by injunction or other legal equitable proceedings, or from or by or on account of any delay for any cause over which the City has no control.

(8) Employees. Contractor shall prohibit any of its employees from working while under the influence of alcohol, drugs, or when otherwise impaired, and shall prohibit the drinking of alcoholic beverages by Contractor's drivers and crew members while on duty or in the course of performing their duties under this Agreement. Contractor shall provide appropriate and adequate training to its employees performing duties under this Agreement to ensure that all work is conducted in a safe and professional manner. Contractor's employees who normally and regularly come into direct contact with the public shall bear some means of individual identification such as a name tag or identification card. When operating a vehicle within the scope of this Agreement, Contractor's employees shall possess and carry a valid driver license issued by the state of Utah permitting them to operate the vehicle. Contractor's employees, officers, agents, and sub-contractors shall, at no time, be allowed to identify themselves or in any way represent themselves as being employees or agents of the City.

## VI BULKY WASTE COLLECTION

(1) Bulky Waste Collection. Contractor shall provide monthly bulky waste collection services to each residential unit in the City year-round. Commercial units are excluded from this Agreement, except as expressly provided otherwise in Exhibit A. Collection shall occur at curbside along public rights-of-way.

(2) Materials Not Collected With Bulky Waste:

(a) All items that may not be collected as part of weekly refuse collection, as specified in Section V(2) of this Agreement;

(b) Normal, everyday household garbage, specifically including food waste, food packaging, disposable diapers, etc.;

(c) Construction and demolition waste;

(d) Grass clippings;

- (e) Hazardous household wastes including paints, oils, solvents, insecticides, freon, anti-freeze, fertilizers, herbicides, batteries, automobile drive train components, and any other items defined as hazardous waste under federal, state, or local regulations;
- (f) Rock, brick, broken concrete, asphalt, and dirt;
- (g) Motor vehicle tires;
- (h) Waste resulting from business, commercial, or industrial activities;
- (i) Loose, unbundled piles of yard trimmings or other loose material which has not been adequately boxed or bound;
- (j) Stable matter;
- (k) Animal carcasses;
- (l) Bundles or boxes of yard trimmings 5' feet long or greater, 75 lbs or greater, or bundles in excess of 18 inches in diameter;
- (m) Boxes of any material 30 gallons or greater, 75 lbs or greater, or 5 feet long or greater;
- (n) Cardboard boxes left out in wet weather.

(3) Materials Requiring Special Preparation:

- (a) Yard trimmings must be bundled, boxed, or bagged in bundles or containers not to exceed the size, weight, and volume specified in subsection (2) above.
- (b) All special preparation instructions applying to regular refuse pickup, as specified in Section V(3) of this Agreement, shall apply to bulky waste pickup except the requirement that items must be placed in an Ace Disposal receptacle.
- (c) All loose material must be adequately boxed, bagged, or bundled so as not to exceed the requirements described above.

(4) Bulky Waste Collection Schedule. Contractor shall prepare a bulky waste collection schedule showing the days of the month on which bulky waste collection will be made at each residential unit in each collection zone. Contractor shall provide the City with the schedule and route maps and keep such information current at all times. The City must approve the bulky waste collection schedule prior to commencing work under this Agreement.

## VII PAYMENT

(1) Compensation for Regular Refuse Pickup. From March 1, 2018, through June 30, 2019, the City shall pay Contractor the sum of \$5.09 per refuse container, plus \$1.46 for each additional container for residences requiring more than one container.

Such sum shall be paid within ten (10) days after the end of each month for services performed the previous month. The number of residential units shall be calculated monthly by the City based upon the number of residential units billed for water service. On July 1, 2019, the \$5.09 and \$1.46 figures shall be adjusted in proportion to the U.S. Bureau of Labor Statistics CPI West Urban Index, using July 1, 2018, as the base date for the index. On July 1, 2020, the rates shall again be adjusted using the same index with July 1, 2019, as the base date. Adjustments shall be made each year thereafter in the manner described above until the expiration of this Agreement.

(2) Compensation for Bulky Waste Pickup. From March 1, 2018, until June 30, 2019, the City shall pay Contractor the sum of \$145.96 per hour for bulky waste collection services. It is contemplated that normally a two person collection team will be sufficient to perform the service. On occasions when a three person collection team is employed due to the presence of a greater-than-normal amount of bulky waste, the City shall pay \$163.49 per hour. Payment shall be due within ten (10) days after the end of each month for services performed the previous month. On July 1, 2019, the rates shall be adjusted in proportion to the U.S. Bureau of Labor Statistics CPI West Urban Index, using July 1, 2018, as the base date for the index. On July 1, 2020, the rates shall again be adjusted using the same index with July 1, 2019, as the base date. Adjustments shall be made each year thereafter in the manner described above until the expiration of this Agreement.

(3) Recyclable Materials. From March 1, 2018, through June 30, 2019, the City shall pay Contractor the sum of \$5.12 (for 20%-35% utility account participation), or \$4.50 (for 36%-70% utility account participation), or \$4.00 (for greater than 70% utility account participation) per recyclable materials container. Such sums shall be paid within ten (10) days after the end of each month for services performed the previous month. The number of residential units shall be calculated monthly by the City based upon the number of residential units billed for water service. On July 1, 2019, the figures shall be adjusted in proportion to the U.S. Bureau of Labor Statistics CPI West Urban Index, using July 1, 2018, as the base date for the index. On July 1, 2020, the rates shall again be adjusted using the same index with July 1, 2019, as the base date. Adjustments shall be made each year thereafter in the manner described above until the expiration of this Agreement.

(4) Fuel Surcharge. The City shall pay to Contractor a fuel surcharge pursuant to the schedule attached hereto as Exhibit B. The surcharge shall be an additional line item expense and shall not increase other compensation identified in this Section.

## VIII DISPOSAL OPERATIONS

(1) Delivery Location. All refuse collected in the city by the Contractor pursuant to this Agreement shall be delivered to a licensed landfill or other licensed disposal facility.

(2) Ownership of Refuse--Privacy. All refuse, upon being removed from the premises where produced or accumulated and transported upon or over a public street, alley, right-of-way or place, shall remain the property of the person placing it at curbside,

until the refuse is deposited in the sanitary landfill; provided, however, that any right to privacy claimed by the owner(s) shall be forfeited and waived at such time as the refuse, in its approved container or otherwise, is placed upon a public street or right-of-way.

## **IX COMPLIANCE WITH LAWS**

Contractor shall conduct operations under this Agreement in compliance with all applicable laws and regulations; provided, however, that this Agreement shall govern the obligations of Contractor where there exist conflicting ordinances or regulations on the subject.

## **X NONDISCRIMINATION**

Contractor shall not discriminate against any person seeking employment with or employed by Contractor because of race, sex, age, creed, color, religion, national origin, gender, or disability.

## **XI INDEMNIFICATION**

Contractor shall indemnify, save harmless, and release the City, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, and expenses, and attorney's fees incident to any work done in the performance of this Agreement arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees; provided, however, that Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees arising solely out of a willful or negligent act or omission of the City, its officers, agents, servants, and employees.

## **XII LICENSE AND TAXES**

Contractor shall obtain all licenses and permits and promptly pay all taxes required by Tooele City, Tooele County, and the State of Utah.

## **XIII INSURANCE**

(1) Policies. Contractor shall at all times during this Agreement maintain in full force and effect the Worker's Compensation Insurance, liability insurance, and property damage insurance. All insurance shall be by insurers and for policy limits acceptable to the City. Before commencement of the work hereunder, Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that

such insurance has been procured and is in force. The certificates shall contain the following express obligation:

This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder.

(2) Coverage. For the purpose of this Agreement, Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
Employer's Liability	\$2,000,000.00
Bodily Injury Liability Except Automobile	\$2,000,000.00 each occurrence \$5,000,000.00 aggregate
Property Damage Liability Except Automobile	\$1,000,000.00 each occurrence \$1,000,000.00 aggregate
Automobile Bodily Injury Liability	\$2,000,000.00 each person \$2,000,000.00 each occurrence
Excess Umbrella Liability	\$5,000,000.00 each occurrence

#### **XIV PERFORMANCE BOND**

(1) Performance bond required. Contractor shall execute and deliver to the City a performance bond with a corporate surety, conditioned upon the faithful performance of this Agreement. The performance bond shall be in the amount of five thousand dollars (\$75,000.00) and shall be in force on an annual basis for the full term of this Agreement.

(2) Termination. This Agreement shall be subject to termination by the City at any time if the bond shall be cancelled or the surety thereon relieved from liability for any reason. The term of such performance and payment bond shall be stated therein.

(3) Cancellation. Any notice of cancellation of such bond must be served upon the City by delivering a written notice of cancellation to the mayor, a copy to the City Recorder and a copy to the City Attorney thirty (30) days prior to the effective date of said cancellation.

(4) New bond. This Agreement shall not be terminated because of this



provision if within thirty (30) days after service of notice of cancellation as provided above, Contractor files with the City a similar bond approved by the City Attorney to be effective for the balance of the Agreement period commencing on the date of such termination.

- (5) Bond cost. Contractor shall bear all costs of the bond.

## **XV TRANSFERABILITY OF AGREEMENT**

No assignment of this Agreement shall be made in whole or in part by Contractor without the express prior written consent of the City, which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume all of the rights, duties, and obligations of the Contractor. In the event Contractor becomes insolvent or bankrupt then the rights of Contractor authorized hereby shall be immediately cancelled and annulled and the City shall have the right to take over collection, transportation, and disposal of refuse under this Agreement or substitute another contractor in its place and stead in the manner provided by law.

## **XVI FACILITIES**

Contractor shall maintain an office equipped with telephone service and such attendants as may be necessary to receive and handle complaints or to receive instructions and directions from the City between the hours of 8:00 a.m. and 5:00 p.m., Mondays through Fridays, excluding approved holidays.

## **XVII EQUIPMENT REQUIRED BY CONTRACTOR**

Contractor shall provide an adequate number of vehicles for regular collection and disposal service. Vehicles used for the collection and disposal of refuse shall be enclosed refuse collection units, equipped with automatic packers or reasonably comparable equipment. Each truck shall also be equipped with brooms and shovels to clean up any spillage that may occur during the loading or transporting of refuse. All trucks shall be kept clean and well painted, with the name of the contractor clearly lettered on the side of each vehicle. All vehicles shall be kept in good repair and working order. Contractor must maintain proper registration on all vehicles used in the performance of this Agreement. Trucks for collecting refuse shall have a tightly closed body to keep to a minimum the nuisance of odors during collection and must be water tight to prevent spillage of wet residue from the truck or other equipment onto the streets, roads, or grounds. Sufficient collection equipment shall be maintained and used by Contractor to perform service in accordance with established schedules approved by the City. Contractor shall maintain all trucks and other equipment in a clean and sanitary condition at all times.

## **XVIII TERMINATION**

(1) Failure to Perform: If Contractor fails to provide the refuse collection and disposal service required by this Agreement for a period in excess of three (3) consecutive scheduled working days during any one (1) year period, the City may take any or all of the following action:

(a) Employ such employees or contractors as it may deem advisable and appropriate to continue work until the matter is resolved and Contractor is again able to carry out the work under this Agreement.

(b) Deduct any and all expenses incurred by the City from any money due or to become due to Contractor, and should City's cost for continuing the operation exceed the amount due Contractor, collect the amount due, either from Contractor or Contractor's insurer or bonding company, or both.

(c) All terms, conditions, and specifications of this Agreement are considered material, and failure to perform any part of this Agreement shall be considered a material breach of contract. Should Contractor fail to perform any of its contractual obligations, the City may, at its option, terminate this Agreement seven (7) days after written notification to Contractor of the violation and failure of Contractor to remedy the violation within said time.

(2) Mutual Agreement. This Agreement may be terminated upon mutual written agreement of the parties.

## **XIX CHANGE IN ORDINANCE OR LANDFILL LOCATION**

If for any reason there is a change in City ordinances as to the method of disposal of refuse, Contractor shall have the right to request that the City negotiate new contractual provisions to be added to this Agreement by way of Addendum. The City shall be under no obligation to negotiate such new provisions.

## **XX GENERALLY**

(1) Binding Agreement. This Agreement shall be binding upon the heirs, successors, and assigns of the parties.

(2) Attorney's Fees. In the event of default of any of the provisions of this Agreement, reasonable attorney's fees may be awarded to the non-defaulting party.

(3) Contract Not a Franchise. It is the understanding and intention of the parties that this Agreement shall constitute a Contract for the collection and disposal of refuse; that it shall not constitute a franchise; nor shall it be deemed or construed as such.

(4) Entire Agreement. This Agreement, which includes the Notice to Bidders, Information for Bidders, and Bid Form, contains the entire agreement of the parties. Any

agreement hereafter made shall be ineffective unless the agreement is in writing and signed by the party against whom enforcement is sought.

(5) Amendments. This Agreement may be amended by written consent of both parties herein.

TOOELE CITY CORPORATION

\_\_\_\_\_  
Debra E. Winn, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Y. Pitt, City Recorder

S E A L

CONTRACTOR

\_\_\_\_\_  
Ace Recycling and Disposal

Fiscal Approval:

\_\_\_\_\_  
Glenn Caldwell  
Director of Finance

Approved as to Form:

\_\_\_\_\_  
Roger Evans Baker  
Tooele City Attorney

## Exhibit A

Commercial sites included in this contract:

- Henwood mobile home park located on 497 North 200 West, due to historic inclusion in contract.
- John Conway mobile home park located at 861 South Coleman, due to historic inclusion in contract.

Exhibit B

Fuel Surcharge Schedule

# Fuel Surcharge Chart

Monthly Average \$/gallon	Fuel Surcharge \$ per Household	Monthly Average \$/gallon	Fuel Surcharge \$ per Household
\$3.50	\$0.01	\$3.90	\$0.09
\$3.51	\$0.01	\$3.91	\$0.09
\$3.52	\$0.01	\$3.92	\$0.09
\$3.53	\$0.01	\$3.93	\$0.09
\$3.54	\$0.01	\$3.94	\$0.09
\$3.55	\$0.02	\$3.95	\$0.10
\$3.56	\$0.02	\$3.96	\$0.10
\$3.57	\$0.02	\$3.97	\$0.10
\$3.58	\$0.02	\$3.98	\$0.10
\$3.59	\$0.02	\$3.99	\$0.10
\$3.60	\$0.03	\$4.00	\$0.11
\$3.61	\$0.03	\$4.01	\$0.11
\$3.62	\$0.03	\$4.02	\$0.11
\$3.63	\$0.03	\$4.03	\$0.11
\$3.64	\$0.03	\$4.04	\$0.11
\$3.65	\$0.04	\$4.05	\$0.12
\$3.66	\$0.04	\$4.06	\$0.12
\$3.67	\$0.04	\$4.07	\$0.12
\$3.68	\$0.04	\$4.08	\$0.12
\$3.69	\$0.04	\$4.09	\$0.12
\$3.70	\$0.05	\$4.10	\$0.13
\$3.71	\$0.05	\$4.11	\$0.13
\$3.72	\$0.05	\$4.12	\$0.13
\$3.73	\$0.05	\$4.13	\$0.13
\$3.74	\$0.05	\$4.14	\$0.13
\$3.75	\$0.06	\$4.15	\$0.14
\$3.76	\$0.06	\$4.16	\$0.14
\$3.77	\$0.06	\$4.17	\$0.14
\$3.78	\$0.06	\$4.18	\$0.14
\$3.79	\$0.06	\$4.19	\$0.14
\$3.80	\$0.07	\$4.20	\$0.15
\$3.81	\$0.07	\$4.21	\$0.15
\$3.82	\$0.07	\$4.22	\$0.15
\$3.83	\$0.07	\$4.23	\$0.15
\$3.84	\$0.07	\$4.24	\$0.15
\$3.85	\$0.08	\$4.25	\$0.16
\$3.86	\$0.08	\$4.26	\$0.16
\$3.87	\$0.08	\$4.27	\$0.16
\$3.88	\$0.08	\$4.28	\$0.16
\$3.89	\$0.08	\$4.29	\$0.16

# Fuel Surcharge Chart

Monthly Average \$/gallon	Fuel Surcharge \$ per Household	Monthly Average \$/gallon	Fuel Surcharge \$ per Household
\$4.30	\$0.17	\$4.70	\$0.25
\$4.31	\$0.17	\$4.71	\$0.25
\$4.32	\$0.17	\$4.72	\$0.25
\$4.33	\$0.17	\$4.73	\$0.25
\$4.34	\$0.17	\$4.74	\$0.25
\$4.35	\$0.18	\$4.75	\$0.26
\$4.36	\$0.18	\$4.76	\$0.26
\$4.37	\$0.18	\$4.77	\$0.26
\$4.38	\$0.18	\$4.78	\$0.26
\$4.39	\$0.18	\$4.79	\$0.26
\$4.40	\$0.19	\$4.80	\$0.27
\$4.41	\$0.19	\$4.81	\$0.27
\$4.42	\$0.19	\$4.82	\$0.27
\$4.43	\$0.19	\$4.83	\$0.27
\$4.44	\$0.19	\$4.84	\$0.27
\$4.45	\$0.20	\$4.85	\$0.28
\$4.46	\$0.20	\$4.86	\$0.28
\$4.47	\$0.20	\$4.87	\$0.28
\$4.48	\$0.20	\$4.88	\$0.28
\$4.49	\$0.20	\$4.89	\$0.28
\$4.50	\$0.21	\$4.90	\$0.29
\$4.51	\$0.21	\$4.91	\$0.29
\$4.52	\$0.21	\$4.92	\$0.29
\$4.53	\$0.21	\$4.93	\$0.29
\$4.54	\$0.21	\$4.94	\$0.29
\$4.55	\$0.22	\$4.95	\$0.30
\$4.56	\$0.22	\$4.96	\$0.30
\$4.57	\$0.22	\$4.97	\$0.30
\$4.58	\$0.22	\$4.98	\$0.30
\$4.59	\$0.22	\$4.99	\$0.30
\$4.60	\$0.23	\$5.00	\$0.31
\$4.61	\$0.23		
\$4.62	\$0.23		
\$4.63	\$0.23		
\$4.64	\$0.23		
\$4.65	\$0.24		
\$4.66	\$0.24		
\$4.67	\$0.24		
\$4.68	\$0.24		
\$4.69	\$0.24		

## TOOELE CITY CORPORATION

### ORDINANCE 2018-04

#### **AN ORDINANCE OF THE TOOELE CITY COUNCIL AMENDING TOOELE CITY CODE CHAPTER 4-1 REGARDING THE BUILDING OFFICIAL AND PUBLIC IMPROVEMENTS.**

WHEREAS, Utah Code §10-8-84 states in pertinent part, “the municipal legislative body may pass all ordinances . . . necessary and proper to provide for the safety and preserve the health, and promote the prosperity, improve the morals, peace and good order, comfort, and convenience of the city and its inhabitants, and for the protection of property in the city”; and,

WHEREAS, historically, many municipal codes, including the Tooele City Code, distinguished between public improvements that were “off-site” and those that were “on-site”; and,

WHEREAS, Utah Code Chapter 11-36a (Impact Fees Act) creates a distinction between public improvements that are “system” improvements verses “project” improvements, which distinction does not necessary, and often does not, coincide with the distinction between “off-site” and “on-site” public improvements; and,

WHEREAS, Utah Code §10-9a-508 enables municipalities to make exactions of developments that demonstrate a nexus to a legitimate governmental interest and that are roughly proportionate, including public improvements; and,

WHEREAS, due to frequent dispute about which public improvements were off-site verses on-site, and which public improvements it was a developer’s responsibility to design, construct, and convey to the City, Tooele City moved away from the off-site on-site distinction as being a distinction without a meaningful difference, repealed the respective definitions from the Code, amended public-improvement-related provisions of the Code, enacted a broad definition of “public improvements,” and defined through adopted uniform codes, standards, and specifications, which public improvements are required as proportionate exactions; and,

WHEREAS, TCC Chapter 4-1 (Building Official) contains the frequent reference to “off-site” improvements, including an obsolete definition; and,

WHEREAS, Chapter 4-1 contains other antiquated references, including 1) City Planner oversight over the Building Official; 2) reference to the Planning and Zoning Board (should be Planning Commission); and, 3) reference to direct billing of developers by the City Engineer for engineering services; all of these provisions need to be modernized; and,



WHEREAS, in light of the above, the City Administration recommends that Chapter 4-1 be amended as shown in redline and strikethrough in Exhibit A:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that TCC Chapter 4-1 is hereby repealed as shown in Exhibit A.

This Ordinance is necessary for the immediate preservation of the peace, health, safety, and welfare of Tooele City and shall take effect immediately upon publication.

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_, 2018.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

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Roger Evans Baker, Tooele City Attorney

# Exhibit A

TCC Chapter 4-1

## TITLE 4. BUILDING REGULATIONS

- Chapter 1. Building Official.
- Chapter 2. Sign Code.
- Chapter 3. Building Code.
- Chapter 4. Electrical Code.
- Chapter 5. Plumbing Code.
- Chapter 6. Residential Housing.
- Chapter 7. Mechanical Code.
- Chapter 8. Road and Bridge Construction Standards.
- Chapter 9. Street Excavation.
- Chapter 10. Swimming Pool, Spa and Hot Tub Code.
- Chapter 11. Sidewalks.
- Chapter 11a. Residential Park Strip Landscaping Requirements.
- Chapter 12. Municipal Improvement District Act.
- Chapter 13. Flood Damage Prevention Ordinance.
- Chapter 14. Abatement of Dangerous Buildings Code.
- Chapter 15. Development Impact Fees.
- Chapter 16. Uniform Administrative Code.
- Chapter 17. APWA Manual of Standard Specifications and Manual of Standard Plans Adopted.

### CHAPTER 1. BUILDING OFFICIAL

- 4-1-1. Responsibility.
- 4-1-2. Permits.
- 4-1-3. Powers and duties.
- 4-1-4. Approval of ~~public off-site~~ improvements by city engineer.
- 4-1-5. Definition of ~~public off-site~~ improvements.
- 4-1-6. Repealed.
- 4-1-7. Surveying and engineering performed by city engineer.
- 4-1-8. Amendment of fees by resolution.
- 4-1-9. Building permits required for ~~public off-site~~ improvements.

#### 4-1-1. Responsibility.

Administration and enforcement of this Title shall be the responsibility of the Building Official, under the direct supervision of the Director of Community Development ~~/City Planner~~, who shall direct the Building Official as to the performance of his duties as provided in this Title, but the Mayor may from time to time entrust the administration and enforcement of some part or the whole of this Title to any other officer without amendment to this Chapter. All departments, officials, and public employees who are vested with the duty or authority to issue permits or licences shall conform to the provisions of this Code and shall issue no such permits or licences for uses, buildings or purposes where the same would be in conflict with the provisions of this Title. ~~and a~~Any such permits or licences, if issued in conflict with the provisions of this Title, shall be null and void.

(Ord. 99-11, 04-21-99); (Ord. 75-28, 12-08-75; Ord. 67-3, 08-14-67)

(March 23, 2005)

#### 4-1-2. Permits.

The construction, alteration, repair, removal, or occupancy of any structure or part thereof as provided or as restricted in this Title, shall not be commenced or proceeded with except after the issuance of a written permit for same by the Building Official; provided, that no permit shall be necessary where the erection, construction, reconstruction, or alteration is minor in character as defined herein, or as determined by the Building Official.

Permits are required for temporary uses incidental to construction. Such permits are limited to the duration of the construction work. The maximum time for such a permit is one year. However, another permit may be issued if cause is shown. All applications for building permits shall be accompanied by a ~~plant~~, drawn to scale, showing the actual dimensions of the lot to be built upon, the size and location of the existing buildings, buildings to be erected and buildings existing on adjacent property, and such other information as may be necessary to provide for the enforcement of this Code.

A careful record of such applications and plats shall be kept in the office of the Building Official or other officer charged with administration and enforcement. No yard or other open space provided about any building for the purpose of complying with the provisions of this Code shall be used as a yard or open space for another building. (Ord. 99-11, 04-21-99); (Ord. 67-3, 08-14-67)

#### 4-1-3. Powers and duties.

It shall be the duty of the Building Official to inspect or cause to be inspected all buildings in the course of construction or repair. The Building Official shall enforce all of the provisions of this Code, entering actions on the court when necessary. ~~his/her~~ The failure to do so shall not legalize any violation of such provisions. The Building Official shall not issue any permit unless the plans of and for the proposed erection, construction, reconstruction, alteration, or use fully conform to all zoning regulations then in effect.

The Building Official is authorized to order disconnection and approve connection or re-connection of utility services, including water, sewer, natural gas, and electric power, to any structure or service regulated by the construction codes as adopted by this jurisdiction or the State of Utah. Upon written order from the building Official, any serving utility shall immediately terminate such service. The Building Official shall not authorize any termination or refuse connection without reasonable cause, as detailed in the order.

(Ord. 99-11, 04-21-99); (Ord. 67-3, 08-14-67)

#### 4-1-4. Approval of ~~public off-site~~ improvements by city engineer.

The construction of all ~~public off-site~~ improvements within Tooele City shall not be commenced or proceeded with except after the approval of the City Engineer. All preliminary and final plats, plans, and specifications for ~~public off-site~~ improvements shall be submitted to the City Engineer for ~~his~~review and approval prior to submission to the ~~p~~Planning Commission and Zoning Board or the City Council. A plan checking fee shall be collected by the City ~~Engineer~~ when the said plans, plats,

and specifications are submitted for **review and** approval. The fees shall be as established in the Tooele City Fee Schedule adopted by Resolution of the City Council. (Ord. 98-27, 08-05-98); (Ord. 75-27, 12-08-75)

shall result in the same penalties as are applicable for building permits under the International Building Code as may be **adopted and amended** ~~enacted~~ from time to time. (Ord. 2004-15, 10-20-04); (Ord. 80-11, 04-10-80)

**4-1-5. Definition of ~~public off-site~~ improvements.**

“Public improvements” shall have the meaning given in Section 7-1-5 of this Code, and shall be interpreted inclusively, not exclusively. ~~Off-site improvements include all sewer, storm and culinary water, natural gas, underground utility systems installed outside the boundaries of lots owned or to be offered to the public for private ownership, and all streets, curbs and gutters, sidewalks, alleys or other improvements considered off-site improvements in the construction trade.~~ (Ord. 75-27, 12-08-75)

**4-1-6. Repealed.**

(Ord. 87-16, 11-05-87)

**4-1-7. Surveying and engineering performed by city engineer.**

The City Engineer, in his discretion, may do preliminary surveying, engineering, and construction surveying of **public off-site** improvements for minor improvements to property for curb and gutter replacements or initial installation, where none previously existed and the property owner requests the same at his own expense, or when a special improvement district is created for the purpose of providing **public off-site** improvements within the district. When the City Engineer performs such labor, ~~his agent, or the special improvement district for whom the work is performed,~~ the City Engineer shall charge fees consistent with the prevailing rate for such services as may be available in the private sector as determined by the City Engineer. ~~All such fees collected by the Engineer shall be accounted for by him and shall be remitted to the City Treasurer.~~ (Ord. 80-11, 04-10-80; Ord. 75-27, 12-08-75)

**4-1-8. Amendment of fees by resolution.**

The fees provided by Sections 1, 8 and 9 of this Chapter may be amended from time to time by resolution. (Ord. 75-27, 12-08-75)

**4-1-9. Building permits required for **public off-site** improvements.**

All ~~public off-site~~ improvements within Tooele City, except those **public off-site** improvements installed pursuant to the subdivision process covered under Title 7 of this Code, shall be required to be done with a building permit, and fees collected therefore shall be according to the fee schedule for building permits then in effect. Such fees shall be payable prior to issuance of the permit. ~~for purposes of this Section, off-site improvements shall include the installation of sidewalk, curb and gutter, roads, water and sewer lines and the like.~~ A separate building permit shall not be required for **public off-site** improvements where a building permit for any given structure is obtained in connection with doing the same improvement, provided that the valuation of the **public off-site** improvement shall be included in the computation of the permit fee. A failure to comply with this ~~s~~Section

**TOOELE CITY CORPORATION**

**ORDINANCE 2018-05**

**AN ORDINANCE OF THE TOOELE CITY COUNCIL AMENDING TOOELE CITY CODE SECTION 2-3-2 REGARDING PLANNING COMMISSION DUTIES.**

WHEREAS, by Ordinance 2013-07, the City Council enacted Tooele City Code (TCC) Chapter 1-28, providing for the appointment of administrative hearing officers to hear appeals from the administrative decisions of the City; and,

WHEREAS, by Ordinance 2016-15, the City Council eliminated the Board of Adjustment as an appeal authority for administrative decisions of the City; and,

WHEREAS, TCC Section 1-28-2(2) provides that “The Hearing Officer shall be the appeal authority in the event that this Code does not expressly provide an appeal authority for administrative actions or decisions related to the interpretation, application, or enforcement of the City’s land use ordinances”; and,

WHEREAS, TCC Section 2-3-2(6) continues to authorize an appeal authority role for the Planning Commission in administrative design review decisions made by the Community Development Department; and,

WHEREAS, the City Council’s intent in enacting TCC Chapter 1-28 (Administrative Hearing Officer) and in eliminating the Board of Adjustment was, in part, to provide for nearly all Tooele City administrative decision appeals to be heard by appointed administrative hearing officers; and,

WHEREAS, the City Administrations suggests that TCC Section 2-3-2(6) is obsolete and in conflict with newer and more specific TCC administrative appeal provisions, and recommends that subsection (6) be repealed; and,

WHEREAS, the amendments recommended by the City Administration in this Ordinance are in the best interest of Tooele City, including in terms of efficiency of government operation, clarity of code interpretation, and fundamental fairness in land use regulation; and,

WHEREAS, TCC Section 2-3-2(6), in the context of TCC Chapter 2-3, is shown in Exhibit A, in redline format:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that TCC Section 2-3-2 is hereby amended to repeal subsection (6) regarding Planning Commission appeal authority, as shown in Exhibit A.

This Ordinance is necessary for the immediate preservation of the peace, health, safety, and welfare of Tooele City and shall take effect immediately upon publication.

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this \_\_\_\_ day of \_\_\_\_\_, 2018.

TOOELE CITY COUNCIL

(For)

(Against)

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

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

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ATTEST:

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Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

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Roger Evans Baker, Tooele City Attorney

# Exhibit A

TCC Chapter 2-3



## CHAPTER 3. PLANNING COMMISSION

### 2-3-1. Planning commission created.

### 2-3-2. Duties of planning commission.

### 2-3-3. Organization.

### 2-3-4. Assignments to each member.

### 2-3-5. Compensation.

### 2-3-6. Meetings.

### 2-3-7. Proceedings and records.

### 2-3-1. Planning commission created.

There is herewith created a commission to be hereafter called the Planning Commission. (Ord. 78-26, 10-26-78)

### 2-3-2. Duties of planning commission.

The duties of the Planning Commission shall be as follows:

(1) To make and certify to the City Council a zoning plan, including the text of zoning ordinances, and maps designating the boundaries of the various zoning districts of the City.

(2) To recommend changes, amendments, additions, and deletions to the zoning ordinances or maps within thirty days of any proposal being submitted to the Commission by the Community Development Director (Director). Failure of the Commission to make a recommendation within said thirty day period or to obtain an extension from the City Council prior to the expiration of said period shall be considered as the approval of the proposal for all purposes.

(3) To hold public hearings, make recommendations and certify to the City Council a master plan for at least the uses of the land within the boundaries of Tooele City.

The Commission may include in any master plan proposal areas outside the geographic boundaries of the City, if the Commission finds said areas bear relation to the proper or expected development of the community and the concurrence of the governing body of the county or municipality having jurisdiction to govern the area proposed to be included is first obtained.

(4) To amend, change, add to, delete or alter the master plan from time to time as the Commission shall see fit, with the concurrence of the City Council.

(5) To review all applications for building permits proposals of any person, company, corporation, partnership or other legal entity for all uses requiring a conditional use permit. Commercial buildings are buildings used for commercial purposes including residential structures greater than a fourplex. Said proposals include but are not limited to proposals to construct, erect, reconstruct, improve, repair, alter, move, divide, subdivide or use any improvement, fixture or parcel of real property within the City and the review shall be for the purpose of determining, if the proposal complies with the ordinances, codes, specifications, regulation or requirements of Tooele City and its departments. No

construction, erection, reconstruction, improvement, repair, alteration, move, division or subdivision proposal for other than standard single family residences shall be implemented or commenced until said proposal has been approved by the Commission in accordance with this Code.

~~(6) To act as an appeals board for applicant(s) or person(s) who disagree with the requirements of the Community Development Department concerning design review issues which are not otherwise required to come before the Commission. Such appeals will be placed on the next available regularly scheduled Planning Commission meeting for which proper notice can be given and is submitted to the director in writing by the applicant.~~

~~(67) To adopt a Major Street Plan for Tooele City indicating the existing and proposed major streets, roads, and thoroughfares of the community.~~

~~(78) To amend, change and to delete or alter the Master Street Plan, from time to time as the Commission shall see fit, with the concurrence of the City Council.~~

~~(89) To review all redevelopment agency recommendations regarding the selection and designation of a redevelopment project area and project plans to make its recommendation regarding the selection and designation thereof to the City Council.~~

~~(949) In general, to have all powers as may be necessary or convenient to provide for, promote, and perform municipal planning.~~

All city staff personnel, private consultants, and planners shall be under the immediate supervision of the Director.

The Commission shall also have among its powers, the right and authority to enter upon any land, at reasonable times, to make examinations, surveys, or to place markers and monuments; to make reports and recommendations to the City Council or other public agencies and bodies, and the public in general, regarding the planning and development of the City. (Ord. 2004-10, 09-15-04); (Ord. 81-35, 01-07-82; Ord. 78-26, 10-26-78)

### 2-3-3. Organization.

There shall be seven members of the City Planning Commission, three of whom shall be appointed by the City Council, and four of whom shall be appointed by the Mayor. The City Council and Mayor may each appoint an Alternate Commissioner, to act with full authority for an absent Commissioner. The initial appointment shall be for staggered terms as determined by the Mayor. All appointments after the initial appointments shall be for periods of four (4) years each, beginning on January 1 of even-numbered years.

(Ord. 2006-09, 03-29-2006); (Ord. 2005-04, 02-0205); (Ord. 2004-10, 09-15-2004); (Ord 99-31, 12-01-99); (Ord. 79-03, 04-05-79)

**2-3-4. Assignments to each member.**

The chairman may assign specific areas of concern to each member of the Commission and said members of a subcommittee of such composition as the member and the Mayor shall see fit. The Commission member shall be the Chairperson of the subcommittee he/she is appointed to, and the subcommittee shall assist the commission member in the area of his special concern as designated by the Commission Chairperson. (Ord. 2004-10, 09-15-2004); (Ord. 78-26, 10-26-78)

**2-3-5. Compensation.**

The members of the Commission shall receive such salary and reimbursement for expenses as the City Council shall from time to time by resolution determine. Any subcommittee members appointed shall serve without compensation other than for reimbursement of out-of-pocket expenses incurred with the prior approval of the Chairman of the Commission. (Ord. 79-03, 0405-79)

**2-3-6. Meetings.**

The Commission shall meet at least once each month and all meetings shall comply with the Open and Public Meeting Law of the State of Utah, Section 52-41 et seq. Should any member of the Commission fail to attend three consecutive meetings without first having made arrangements to be excused, he shall be automatically ineligible for membership on the Commission; and his position shall vacate, to be filled by appointment of the Mayor in the manner heretofore prescribed. (Ord. 2004-10, 09-15-2004); (Ord. 78-26, 10-26-78)

**2-3-7. Proceedings and records.**

The Commission proceedings and records, the comprehensive plan, and the ordinances administered and enforced by the Commission shall be available for public inspection at all times during regular business hours. Copies of all ordinances shall be available for purchase at such cost as the Mayor shall determine to be adequate to reimburse the general fund for the cost of the preparation and administration of selling the documents.

The Director shall see that the Commission Secretary or other designee prepares the minutes of all meetings of the Commission and that the same are prepared and preserved by the Director. Minutes shall be deemed the official record of the meeting upon the approving vote of the Commission and the approving signature of the Commission chairperson or designee.

On or before the 31st day of June of each year, the Director shall present to the City Council and the Mayor an annual report covering the activities of the Engineer's Office and the Commission. (Ord. 2009-14, 10-21-2009); (Ord. 2004-10, 09-15-2004); (Ord. 78-26, 10-26-78)

**2-3-8. Removal from office.**

(1) Members of the Planning Commission serve at the pleasure of the appointing authority, whether the Mayor or the City Council. Members of the Planning Commission do not have a property interest in their position on the Planning Commission.

(2) Members of the Planning Commission may be removed from office by the appointing authority, whether the Mayor or the City Council, for cause. Cause shall include unprofessional conduct, dishonesty, insulting or abusive behavior, conflicts of interest that remain unresolved after notice, criminal acts, and malfeasance in office.

(Ord. 2014-06, 05-07-2014)