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**PUBLIC NOTICE**

Notice is Hereby Given that the Tooele City Council will meet in a Work Session, on Wednesday, August 19, 2020 at the hour of 5:30 p.m. The Meeting will be held at the Tooele City Hall Council Chamber, located at 90 North Main Street, Tooele, Utah.

*Tooele City has implemented Governor Herbert's low risk (yellow) phase guidelines regarding public gatherings. We strongly encourage you to join the City Council meeting electronically by logging on to the Tooele City Facebook page, at <https://www.facebook.com/tooelecity>.*

*If you choose to attend we ask that you maintain social distancing and encourage you to wear a face covering. In compliance with public health guidelines Tooele City can accommodate limited capacity at City Hall. Due to limited space and social distancing requirements, we ask that you limit the number of people that attend with you.*

**1. Open City Council Meeting**

**2. Roll Call**

**3. Mayor's Report**

**4. City Council Members' Report**

**5. Discussion Items:**

- Attainable Housing  
Presented by Council Member Scott Wardle & Jim Bolser
- Sign Ordinance  
Presented by Council Member Tony Graf
- Budget Amendments  
Presented by Shannon Wimmer
- Notices of Intent to Petition for Annexation into Tooele  
Presented by Paul Hansen
- Request for Establishment of a Special Improvement District for Perpetual Open Space Maintenance in the Lexington Greens Development  
Presented by Roger Baker
- Amendments to Fee Schedule  
Presented by Jim Bolser & Darwin Cook

- Purchasing Policy & City Code Amendments  
Presented by Michelle Pitt
- Industrial Zoning  
Presented by Jim Bolser
- Facebook Live

**6. Closed Meeting**

- Litigation, Property Acquisition, & Personnel

**7. Adjourn**

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Michelle Y. Pitt  
Tooele City Recorder

Pursuant to the Americans with Disabilities Act, Individuals Needing Special Accommodations Should Notify Michelle Y. Pitt, Tooele City Recorder, at 435-843-2113 or [michellep@tooelecity.org](mailto:michellep@tooelecity.org), Prior to the Meeting.

**7-14-5. Table of Minimum Dwelling Unit Size.**

Table 4 establishes the minimum dwelling unit size allowed within the Residential Zoning Districts of the City.

Multi-family dwelling projects are encouraged to provide a variety of unit sizes and layouts. Multi-family dwelling projects may be permitted to include one-bedroom units for up to one-third of the total units within any one project. For projects that are approved or constructed in phases, each phase approved or constructed shall maintain compliance with the terms of this section regarding the allowance for one-bedroom units as if each phase is an independent project.

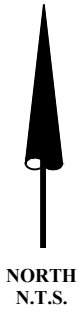
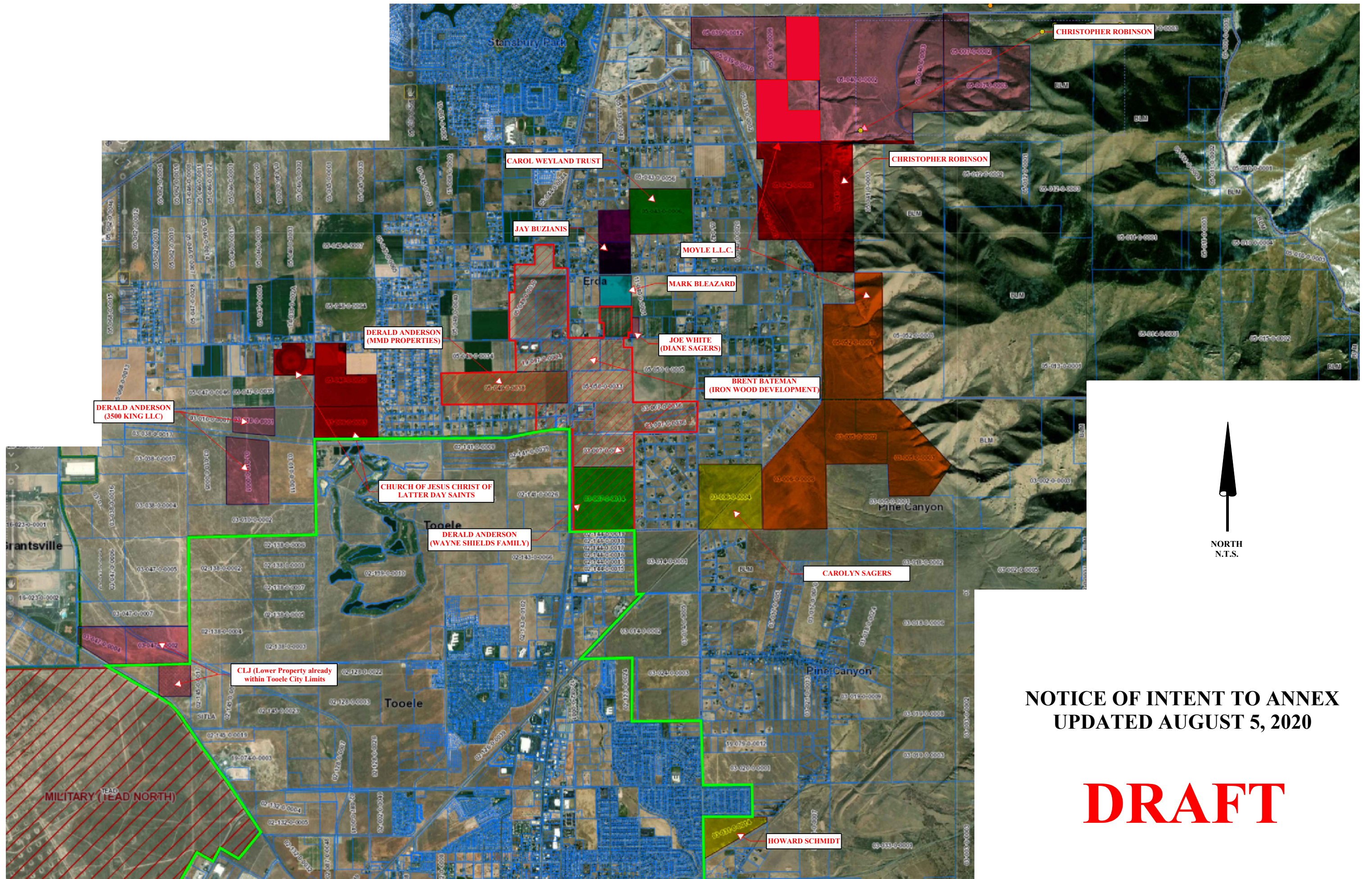
**TABLE 4**  
**MINIMUM DWELLING UNIT SIZE**  
**(Finished Square Feet)**

ZONING DISTRICT	ONE STORY (includes Split Level and Split Entry)						TWO STORY (Total Both Levels)		
	With Single Covered Parking		With Single Garage		With Double + Garage		With Single Covered Parking	With Single Garage	With Double + Garage
	<u>1 Bedroom Units<sup>2</sup></u>	<u>2+ Bedroom Units</u>	<u>1 Bedroom Units<sup>2</sup></u>	<u>2+ Bedroom Units</u>	<u>1 Bedroom Units<sup>2</sup></u>	<u>2+ Bedroom Units</u>			
MR-25	<del>750</del> 700	850	<del>750</del> 700	800	<del>750</del> 700	800	1000	1000	1000
MR-16	700	<del>900</del> 850 <sup>1</sup>	700	<del>850</del> 800 <sup>1</sup>	700	800 <sup>1</sup>	1250 <sup>1</sup>	1165 <sup>1</sup>	1100 <sup>1</sup>
MR-8	700	<del>900</del> 850	700	<del>850</del> 800	700	800	1350	1250	1125
R1-7	900		850		800		1350	1250	1125
R1-8	1000		950		800		1500	1375	1250
R1-10	Not Permitted		Not Permitted		1300		Not Permitted	Not Permitted	1625
R1-12	Not Permitted		Not Permitted		1350		Not Permitted	Not Permitted	1685
R1-14	Not Permitted		Not Permitted		1350		Not Permitted	Not Permitted	1685
R1-30	Not Permitted		Not Permitted		1350		Not Permitted	Not Permitted	1685
RR-1	Not Permitted		Not Permitted		1350		Not Permitted	Not Permitted	1685
RR-5	Not Permitted		Not Permitted		1350		Not Permitted	Not Permitted	1685
RR-20	Not Permitted		Not Permitted		1350		Not Permitted	Not Permitted	1685
MU-160	Not Permitted		Not Permitted		1350		Not Permitted	Not Permitted	1685

Notes:

1. The minimum dwelling unit size for a multi-family residential project proposed as a redevelopment of a registered historical building within the MU-B zoning district shall be 400 square feet when approved by the Planning Commission through design review in compliance with Title 7 Chapter 11 of the Tooele City Code.
2. [See Section 7-14-5.](#)





**NOTICE OF INTENT TO ANNEX  
UPDATED AUGUST 5, 2020**

**DRAFT**



# LAND USE

## Subdivision Review

Preliminary Plan:	\$1,000 + \$50.00 per lot
Final Plat:	\$1,500 + \$50.00 per lot
Minor Subdivision:	\$1,000 + \$50.00 per lot
Plat Amendment:	\$1,000 + \$50.00 per lot
Property Line Adjustment:	\$200.00/property
Property Combination:	\$200.00/property
Preliminary Plan Approval Extension:	\$150.00
Final Plat Approval Extension:	\$150.00
Water Modeling Fee:	
Lot Split on Existing Water Main Line	\$0.00
Lot Split on New Water Main Line	\$1,000.00
≥3 and ≤10 Lots	\$2,000.00
11 to 50 Lots	\$2,500.00
51 to 100 Lots	\$3,000.00
101+ Lots	\$3,000.00 + \$10.00/Lot
Sewer Modeling Fee:	
Lot Split on Existing Sewer Main Line	\$0.00
Lot Split on New Sewer Main Line	\$1,000.00
≥3 and ≤10 Lots	\$2,000.00
11 to 50 Lots	\$2,500.00
51 to 100 Lots	\$3,000.00
101+ Lots	\$3,000.00 + \$10.00/Lot

## Site Plan Review

Commercial	
Sites <1 Acre:	\$1,500.00
Sites 1.0 to 3.0 Acres:	\$2,000.00
Sites >3.0 Acres:	\$2,000.00 + \$500/acre or portion >3
Multi-Family Residential	
Sites <1 Acre:	\$1,500.00
Sites 1.0 to 3.0 Acres:	\$2,000.00
Sites >3.0 Acres:	\$2,000.00 + \$500/acre or portion >3
Site Plan Amendment:	\$1,000.00
Site Plan Approval Extension:	\$150.00

## Conditional Uses

Conditional Use Permit:	\$600.00
Administrative Conditional Use Permit:	\$150.00
Permit Extension:	\$150.00
Permit Appeal:	\$150.00

## Zoning

Zoning Map Amendment: \$1,000.00 + \$100.00/acre up to 50 acres  
regardless of application size  
Ordinance Text Amendment: \$2,000.00

**General Plan / Master Plan**

Plan Map Amendment: \$1,000.00 + \$100.00/acre  
Plan Text Amendment: \$2,000.00

**Reimbursements**

Latecomer's Application: \$500.00  
Administrative Fee: 10% collected agreement amount

**Administrative Review**

Zoning Compliance Letter: \$75.00  
Administrative Interpretation: \$75.00

**Signs**

Permanent Sign Application: Per IBC  
Temporary Sign Application: \$25.00  
Violations: see Code Enforcement and Nuisance  
Abatement

**Annexation**

Petition For Annexation: \$2,000.00  
Inclusion into Special Service District: \$500.00  
Annexation Policy Plan Amendment: see General Plan Text Amendment

**Vacations**

Right-of-Way Vacation: \$250.00  
Easement Vacation: \$250.00



TOOELE CITY CORPORATION  
PURCHASING POLICY, GUIDELINES,  
AND PROCEDURES  
August 19, 2020

TABLE OF CONTENTS

<u>SECTION I: PURCHASING PROCEDURES</u>	Pages
1. <u>Purpose</u>	1
2. <u>General Information</u>	1
3. <u>Scope</u>	1
4. <u>Purchasing Agent Authority Defined</u>	1 -2
5. <u>Statutory Authority</u>	2
<u>SECTION II: POLICY AND GENERAL GUIDELINES</u>	
1. <u>Policy and General Guidelines</u>	2 -3
2. <u>Vendors</u>	3
3. <u>Selection and Contract Formation</u>	4 -6
4. <u>Petty Cash</u>	6 -7
5. <u>Use of City Purchasing, Credit, Charge Cards and Lines of Credit</u>	7
6. <u>Construction of Public Improvements</u>	8
7. <u>Qualification of Bidders and Suppliers</u>	8 -9



SECTION III: RESPONSIBILITIES

- |   |        |
|---|--------|
| 1. <u>Purchasing Agent Responsibilities</u>   | 9 -10  |
| 2. <u>Department Head Responsibilities</u>    | 10 -12 |
| 3. <u>Finance Department Responsibilities</u> | 12 -13 |

SECTION IV: ETHICS IN PUBLIC CONTRACTING 13

SECTION V: FAILURE TO COMPLY 13 -14

SECTION VI: DEFINITIONS 14 -16

ATTACHMENTS:

- |  |        |
|--|--------|
| <u>"A"</u> : Form for all Contracts/Agreements   | 17     |
| <u>"B"</u> : Agreement   | 18 -19 |
| <u>"C"</u> : Utah Retirement Systems Post Employment/<br>Post Retirement Restrictions Act Certification<br>& Release | 20     |
| <u>"D"</u> : Sample Invitation to Bid Notice   | 21     |

# PURCHASING POLICY, GUIDELINES, AND PROCEDURES

## SECTION I

### 1. PURPOSE

The purpose of this PURCHASING POLICY, GUIDELINES, AND PROCEDURE (hereinafter the "Procedure") include the following:

- a. To implement the mandated purchasing regulations of the Utah Code.
- b. To establish responsibility and provide detailed procedures for the department heads (users), the City Recorder (hereinafter the "Purchasing Agent"), the Finance Department (Fiscal), City officials, and other City employees involved in purchasing goods and services for Tooele City.
- c. To ensure fair and equitable treatment of all persons who wish to, or do conduct business with the City.
- d. To foster effective broad-based competition within the free enterprise system to ensure that the City will receive the best possible service or product at the lowest possible price.

### 2. GENERAL INFORMATION

- a. As directed by the Mayor and the City Council through the ordinance adopting this Procedure, this Procedure is the prescribed method and means of purchasing goods and services on behalf of Tooele City.
- b. The City has implemented centralized purchasing where responsibilities related to purchasing are centralized in a single purchasing software system.

### 3. SCOPE

This Procedure applies to all Tooele City employees and City officials who in the course of their duties must obtain goods or services to successfully accomplish their assigned tasks.

### 4. PURCHASING AGENT AUTHORITY DEFINED

- a. The Purchasing Agent shall administer the purchasing policy, procedure, and guidelines provided by this Procedure. By the statutes referenced herein and by other applicable laws, the Purchasing Agent shall perform the duties and have the power and authority to approve Purchase Orders for all departments of Tooele City.

b. All rights, powers, authority, and duties relating to the approval of Purchase Orders for goods or services, and the management, control, sale, and disposal thereof, regardless of the source of funding, are hereby assigned to the Purchasing Agent.

c. The Purchasing Agent may delegate authority granted under this Procedure as deemed necessary.

## 5. STATUTORY AUTHORITY

This Procedure is enacted under authority of Tooele City Charter Section 1 (Grant of Powers), Tooele City Code Sections 1-14-3 (Purchasing Procedures), 1-22-2 (Purchases and Sales by Established Procedures), Utah Code Section 10-7-86 (Municipality may adopt Utah Procurement Code . . . ) and Chapter 63G-6a (Utah Procurement Code), each as amended.

## SECTION II

### 1. POLICY AND GENERAL GUIDELINES

a. The policy of Tooele City Corporation shall be to abide by and implement the purchasing regulations set forth in the Utah Code in respect to the procurement of goods or services, except as modified by this Procedure.

b. General guidelines:

(1) No purchase shall be made and no encumbrance shall be incurred for the benefit of Tooele City, except pursuant to this Procedure and Utah law.

(2) No purchase shall be made and no encumbrance shall be incurred unless funds sufficient to cover the purchase or encumbrance have been budgeted in the budget line item, are available, and the appropriate City officials as herein provided approve the purchase. However, the head of any department may transfer any unencumbered or unexpended funds from one budget line item to another within the department during the budget period with the consent of the Mayor, provided the total of all excess expenditures or encumbrances do not exceed total unused appropriations within the department at the close of the budget period. If the amount of the transfer is more than 3% of the budgeted line item, or more than \$1,000, the City Recorder will inform the City Council by means of a monthly financial report and email.

(3) The department head will be responsible to make sure all funds are available in the budgeted line item of the budget prior to purchase or encumbrance, and if not, will obtain approval from the Mayor and City Council to make the necessary budget adjustments.

(4) No official, department head, or employee of the City shall purchase for the City any goods or services, and no check or other method of payment shall be honored except pursuant to this Procedure.

(5) All departments shall submit to the Purchasing Agent detailed Purchase Requisitions for their requirement of goods and services.

(6) Whenever the requesting department head and the Purchasing Agent concur that a particular product, based on experience with that product, is superior and surpasses competing products in terms of quality, serviceability, and longevity, such product may be purchased notwithstanding the fact that a competing product could be purchased at less cost.

(7) Nothing contained in this Procedure shall be interpreted or construed to preclude the Purchasing Agent from joining with other units of government (City, County, State, or Federal) in cooperative purchasing plans when it can be shown the City will benefit by the savings of such cooperative purchasing.

(8) Whenever any purchase or encumbrance is made with State or Federal funds and the applicable State or Federal law or regulations governing the use of those funds are in conflict with this Procedure to the extent that following the provisions of this Procedure might jeopardize the use of those funds or the obtaining of future such funds, the City shall follow the applicable State or Federal laws and regulations.

(9) With specific reference to Section 10-6-138 of UCA 1953, as amended, the City Recorder, functioning as both City Recorder and Purchasing Agent, may sign as either the City Recorder or the Purchasing Agent contracts made on behalf of Tooele City. There will be no need for two signatures from the same person to meet this provision. The City Recorder shall maintain a properly indexed record of all contracts.

(10) Purchases in an amount more than \$1,000, but less than \$50,000 shall be approved by the Purchasing Agent and Mayor.

(11) All contracts for goods or services where the amount to be paid by the City is \$50,000 or more shall be approved by Resolution of the City Council.

(12) All contracts for goods and services shall be signed by the Mayor, attested by the City Recorder, and approved as to form by the City Attorney.

(13) When goods are to be purchased without a contract, and the amount is \$50,000 or more, the quote or invoice shall be approved by the City Council, and signed by the Council Chair, Mayor and department head.

## 2. VENDORS

a. Vendors providing goods and/or services shall be on the City's vendor list.

b. To add a new vendor to the City's vendor list, department heads, or designees, shall direct vendors to provide a current and signed W-9, and a Utah Retirement Systems Post-Employment/Post-Retirement Restrictions Act Certificate & Release (See Attachment "C") to



Accounts Payable. The new vendor, if approved, will then be added to the City's vendor list, and assigned a vendor number.

## 2. SOURCE SELECTION AND CONTRACT FORMATION

### a. PURCHASES NOT REQUIRING COMPETITIVE SEALED BIDS

(1) Purchases costing less than \$50,000 in total shall not require bids of any type. (Purchases shall not be artificially divided so as to constitute a small purchase under this section).

(2) Purchases costing more than \$50,000 but less than \$100,000 in total, shall require 2 to 3 telephone or electronic solicitations.

(3) Purchases that can be reasonably purchased only from a single or sole source provider.

(4) Purchases made through the cooperative purchasing contracts administered by the State Divisions of Purchasing.

(5) Purchases to repair and maintain equipment owned by the City which may be more economically and efficiently added to, repaired, or maintained, in the judgment of the Purchasing Agent or department head, by a particular person or firm.

(6) Purchases for equipment which by reason of special training on the part of City employees and/or when known inventory and availability of replacement parts would make the purchase more compatible with existing equipment already owned by the City.

(7) Exchanges of goods between the City and any other entity whereby the cost would be below the market cost from vendors.

(8) Purchases required during an emergency, i.e., an eminent threat to the public's health, welfare or safety. However, as much competition as practical should be obtained; and, such purchases should be limited to amounts necessary to the resolution of the emergency. The department head will provide documentation of the emergency to the Purchasing Agent. If the Purchasing Agent agrees that the purchase warrants an emergency, and if time allows, the Purchasing Agent will contact the Mayor and Council Members to informally approve the purchase through email or telephone contact. The invoice and/or contract will then be brought back before the Council for ratification and formal approval.

### b. PURCHASES REQUIRING COMPETITIVE SEALED BIDS

(1) Contracts shall be awarded by competitive sealed bidding except as otherwise provided by this policy.

- (2) An invitation for bids shall be issued when a contract is to be awarded by competitive sealed bidding. The invitation shall include a purchase description and all contractual terms and conditions applicable to the procurement. Public notice of the invitation for bids shall be given at least 14 days prior to the date set forth therein for the opening of bids.
- (3) The notice may include publication in a newspaper of general circulation. However, any procurement in excess of \$100,000 shall require a legal notice in a local newspaper of general circulation.
- (4) Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The amount of each bid and any other relevant information, together with the name of each bidder, shall be recorded. The record and each bid shall be open to public inspection.
- (5) Bids shall be unconditionally accepted without alteration or correction, except as authorized in this policy. Bids shall be evaluated based on the requirements set forth in the invitation for bids.
- (6) Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted. After bid opening no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. All decisions to permit the correction or withdrawal of bids or to cancel awards or contracts based on bid mistakes shall be supported by a written determination made by the City Engineer or purchasing agent.
- (7) The contract shall be awarded with reasonable promptness, by written notice, to the lowest responsible bidder whose bid meets the requirements and criteria set forth in the invitation for bids.
- (8) Once a contract has been approved through the process outlined above, individual invoices do not need to be brought before the Council for approval even if they exceed \$50,000, but change orders exceeding \$50,000 shall be approved and authorized by the City Council.
- (9) Contracts for services such as worker's compensation, health and dental insurance, short-term disability, general liability insurance, and other services may not need to be bid out every year, upon approval of the Mayor.

#### c. CANCELLATION AND REJECTION OF BIDS

An invitation for bids, a request for proposals, or other solicitation may be cancelled, or any or all bids or proposals may be rejected, in whole or in part, as may be specified in the solicitation, when it is in the best interests of the City. The reasons shall be made part of the contract file.

d. USE OF COMPETITIVE SEALED PROPOSALS IN LIEU OF BIDS

When the use of competitive sealed bidding is either not practicable or not advantageous to the City, a contract may be entered into by competitive sealed proposals. Competitive sealed proposals are most appropriately used for professional service-type contacts.

- (1) Proposals shall be solicited through a request of proposals. Public notice of the request for proposals shall be give at least 14 days prior to the advertised date of the opening of the proposals.
- (2) Proposals shall be opened so as to avoid disclosure of contents to competing offerors during the process of negotiation. A register of proposals shall be prepared and shall be open for public inspection after contract award.
- (3) The request for proposals shall state the relative importance of price and other evaluating factors.
- (4) Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and revisions may be permitted after submissions and prior to award the purpose of obtaining best and final offers. In conducting discussion, there shall be no disclosure of any information derived from proposals submitted by competing offerors.
- (5) Award shall be made to the person whose proposal is determined, in writing, to be the most advantageous to the City, taking into consideration price and the valuation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contact file shall contain the basis on which the award is made.

e. ARCHITECT-ENGINEER SERVICES

Architect-Engineer services are qualification-based procurement. Requests for such services should be publicly announced. Contracts should be negotiated by the City based on demonstrated competence at fair and reasonable prices. See section 63-56-701 through 705 of the Utah Code.

f. COMPLETING A CONTRACT

- (1) All contracts for goods or services where the amount to be paid by the City is \$50,000 or more shall be approved by Resolution of the City Council.
- (2) All contracts for goods or services shall be signed by the Mayor, attested by the City Recorder, and approved as to form by the City Attorney.
- (3) Contracts shall include, at a minimum, the information required by the form attached to this Policy, as ATTACHMENT "A".

4. USE OF PETTY CASH FUNDS

- a. Petty cash funds are funds to be used for incidental purchases, or emergency purchases that are less than \$50.
- b. A written receipt, a store-issued receipt, or a pre-authorization form shall be given at the time of disbursement of funds. The receipt shall be signed, and an account line item assigned by the employee requesting the funds.
- c. Petty cash shall be under lock and key at all times.
- d. When requesting to replenish petty cash, a Petty Cash Log shall be filled out, balancing the starting cash, money disbursed, and ending cash. The log shall be signed by the representative and department head.
- e. The amount of petty cash or cash for the cash box shall be no more than \$250 at any time.

5. USE OF CITY PURCHASING, CREDIT OR CHARGE CARDS, AND LINES OF CREDIT

- a. Credit cards are issued in rare instance to approved individuals when no other form of payment can be used. These cards must be authorized by the Mayor, and the Purchasing Agent shall maintain a list of approved cards in the City's name.
- b. Purchasing cards allow City employees to purchase goods through a charge account at a specific place of business. The Purchasing Agent shall maintain a list of purchasing cards.
- c. Open lines of credit allow City employees to purchase goods with various vendors who do not issue a purchasing card, on an approved charge account at the place of business.
- d. Credit cards may only be used when a vendor does not offer payment with a purchase order, a purchasing card, open line of credit, or when a vendor will only be used for a one-time purchase.
- e. Receipts must be submitted for purchases using credit cards, charge cards, or open lines of credit, and must not avoid or bypass City purchasing or payment procedures.
- f. No personal expenses may be made on any City credit card, purchasing card or open line of credit, under any circumstances.
- g. Employees to whom credit cards are issued are responsible for the security of the card and the transactions made with the card. The card is issued in the employee's name and it will be assumed that any purchases made with the card will have been made by the cardholder, or by department heads authorized to use the card. Credit card holders must immediately report any lost or stolen card and/or account information to the Finance Director and the Mayor.



h. Assigned card holders must report any fraudulent charges or any discrepancies on the statement within 30 days to the Finance Director.

i. If an item which has been purchased with a purchasing card, credit or charge card, or through a line of credit is returned to the place of business, the place of business shall credit the City's account, or issue credit towards the City's card. Employees are not to receive cash, instore credit, or gift cards for returned items.

## 6. CONSTRUCTION OF PUBLIC IMPROVEMENTS

a. Contracts for building improvements and public works projects are the responsibility of the Mayor, or designee, and are governed by the procurement provisions of Utah Code Chapter 11-39, as amended.

b. Contracts for improvements to public streets are governed by the procurement provisions of Utah Code Chapter 72-6, as amended.

c. The Mayor is authorized to approve extra work or change orders in an amount not to exceed \$50,000, or 10% of the contract when it can be justified by the contractor, agreed to by the Public Works Director or City Engineer after specifications review, and is in the best interest of the City.

d. All construction contracts will have Performance and Payment Bonds established in an amount determined by the Public Works Director or City Engineer necessary to protect the best interests of the City.

e. Department heads, when contemplating making new improvements, shall cause plans and specifications for, and an estimate of, the cost of the improvement to be made by the City Engineer, or outside qualified design professionals. If the estimated cost is less than \$100,000, the Mayor may approve the improvement without calling for sealed bid proposals.

f. If the estimated cost of the proposed improvement exceeds \$100,000, the project shall be competitively bid and approved by the City Council.

g. The City will cause publication of notice at least twice in a newspaper of general circulation published in Tooele City, or as otherwise required by Utah law. The City Recorder will cause the notice to be posted on the State Public Notice webpage.

h. All notices calling for bids shall state, "Tooele City reserves the right to reject any and/or all bids presented." This rejection right includes any formal bid and/or sealed competitive bids with or without cause. If all bids are rejected and the governing body determines to make the improvement, the City shall advertise anew pursuant to this Procedure.

i. All construction contracts shall be in writing. Construction contracts for public improvements costing less than \$100,000 may use the Agreement attached as Exhibit A. Construction contracts for public improvements costing \$100,000 or more shall use more detailed industry

standard construction contracts prepared by the contractor, Public Works Director, or City Engineer.

## 7. QUALIFICATION OF BIDDERS AND SUPPLIERS

a. When appropriate, as determined by the Purchasing Agent and the department head, in consultation with the City Attorney, a bidder, supplier, or contractor may be required to prequalify for providing certain types of goods or services. To determine the capability and responsibility of these providers certain predetermined responsibility factors must be considered, which shall include the following:

(1) Availability of the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain them, necessary to indicate the capability of the bidder, supplier, or contractor to meet contractual requirements.

(2) A satisfactory record of performance, in the discretion of the Purchasing Agent and department head.

(3) A satisfactory record of integrity, in the discretion of the Purchasing Agent and department head.

(4) Legal qualifications to contract with Tooele City Corporation.

(5) Whether all necessary information has been supplied in connection with the inquiry concerning responsibility, in the discretion of the Purchasing Agent.

b. The bidder, supplier, or contractor shall supply all information requested by the City concerning their responsibility. If such information is not supplied, the City may make the determination based on available information or may find the bidder, supplier, or contractor non-responsive and/or not responsible.

## SECTION III

### 1. PURCHASING AGENT RESPONSIBILITIES

The Purchasing Agent shall have the following duties and responsibilities:

a. Establish the Purchase Order Register to facilitate the recording of all Purchase Order numbers. Each Purchase Order will be consecutively numbered. A Purchase Order number will be assigned to every purchase.

b. Upon receipt of a Purchase Requisition, the Purchasing Agent shall evaluate and edit to his/her satisfaction to insure the Requisition is complete and accurate. If additional information is needed, the Purchasing Agent will request it from the originating department. Once the information is complete, the approval of the Purchase Order may proceed.

c. The Purchasing Agent, on receipt of a Purchase Requisition requesting establishment of a "Blanket Purchase Order", will issue a Purchase Order, as an agreement with a specific vendor authorizing the purchase of multiple low-dollar value items without the need for subsequent Purchase Orders being issued.

d. The Purchasing Agent shall insure that all documents are attached to, or provided as part of entering into, all written contracts, including the Agreement attached as **Exhibit A and Exhibit B**, such as, Certificate of Liability Insurance, Certificate of Workers Compensation Insurance, Business License, vendor tax identification information, etc., as applicable.

e. When bids are required, the Purchasing Agent shall prepare a Public Notice inviting prospective suppliers to submit a bid. The Public Notice will include:

- (1) Description of the services or items to be purchased.
- (2) Instructions concerning the location and acquisition of bidding documents.
- (3) Date, time, and place of the opening of formal sealed bids.

f. The Purchasing Agent shall disseminate the Public Notice in the following manner:

- (1) Post at City Hall.
- (2) Publish at least two (2) times in a local newspaper of general circulation, or as otherwise required by law.
- (3) Publish on the City website.
- (4) Publish on the State Public Notice website.

g. 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. Reference Utah Code Chapters 24-3 and 77-24a, each as amended, and Tooele City's Disposal of Technology-Related Equipment Procedure.

h. Have signature authority for payroll and bank accounts.

i. Establish and maintain an indexed record of all contracts, with required attachments.

j. Ensure insurance liability and workers compensation certificates are valid and current for City contracts.

## 2. DEPARTMENT HEAD RESPONSIBILITIES

a. The department head, or designee, shall initiate and complete the electronic Purchase Requisition process.

b. **Blanket Purchase Orders (formatting only):**

(1) Department heads whose activities generate substantial requirements for miscellaneous items may initiate a Purchase Requisition requesting the establishment of a "Blanket Purchase Order". Such Purchase Orders may be used when frequent purchases of miscellaneous items are made from a single vendor. The request may not exceed \$1,000, unless the request is for recurring monthly charges for the same goods, i.e.: gasoline or fuel charges, public notices, monthly contracts, etc. In those instances, the Blanket Purchase Order may not exceed \$15,000. The department head is responsible to keep records of all miscellaneous items purchased and will submit all receipts to the Finance Department. The invoice or receipt should include the Blanket Purchase Order number, date, line item, amount, and the department head's signature.

(2) Blanket Purchase Order procedures will not be used when the cost of goods will exceed \$200, with the exception of recurring monthly charges. In such cases the department head will submit a properly executed Purchase Requisition to the Purchasing Agent.

(3) Purchase Requisitions for goods with a total estimated price of less than \$1,000 may be made at the department head's discretion, and all bidding may be dispensed with for these low-dollar value open market purchases. Purchase Requests from department heads without "Blanket Purchase Order" authority will be processed by the submission of a Purchase Requisition, and approved by the Purchasing Agent.

e. The department head, originating a Purchase Requisition that requires either informal or formal bidding procedures, will be responsible for the development and preparation of detailed bid specifications for the goods or services. Department heads will respond expeditiously to any request from the Purchasing Agent for additional information once the purchasing process has started.

f. Purchase requests for goods **or services**, when the estimated cost is over **\$50,000** and less than **\$100,000**, may be processed by the department head by telephone or electronic solicitation in the open market. Open market purchases whenever possible, shall be based on **two to** three price quotations from prospective vendors, and it will be at the department head's discretion that the solicitation for bids may be by telephone, online search, written request, or published notice. Open market purchases, irrespective of type of solicitation, will be awarded to the lowest responsible responsive bidder. (Refer to Section II.3.f. for a list of possible exemptions.)

g. Purchase requests for goods **or services**, when the estimated cost is **\$100,000** or more, shall be put out for public bid. The department head will cause publication of notice at least twice



in a newspaper of general circulation published in Tooele City. The notice will also be posted on the City website and the State Public Notice webpage. (Refer to Attachment "D" for samples of bid documents.)

h. Purchase requests for information systems equipment are to be made only after consulting with the City's Information Systems (I.S.) Department. The I.S. Department will make recommendations to the department head, and, after receiving a budget line item from the department head, will request a Purchase Order and make the purchase.

Note: The Tooele City Police Department and Tooele City Library will consult with their I.S. staff and follow the process outlined in this subsection.

i. The department head, when receiving goods, will check the goods for condition and quantity.

j. The department head will ensure that funds are available in budgeted line items of the budget for all purchases. If funds are not available, department heads will obtain approval from the Mayor and City Council to make necessary budget adjustments (see #3, Page 2).

k. Reimbursement for expenses related to travel and training, or for purchases of goods made by employees using their own funds, shall be submitted on the Tooele City Expense Reimbursement Report and signed by the employee and department head. Department head requests for reimbursement must be approved and signed by the Mayor. The City Council and Mayor's requests for reimbursement must be approved and signed by the City Council Chairperson. The signed Reimbursement Requests shall be entered as a Purchasing Requisition, approved by the Purchasing Agent, assigned a Purchase Order number, and then submitted for payment. Purchases made by employees using their own funds or credit card for goods relating to City business shall also be submitted on the Tooele City Expense Reimbursement Report, signed by the employee, department head, and the Mayor. Receipts are required. (Refer to Tooele City Policies and Procedures Section 34 for procedure of submitting Reimbursement Requests.)

### 3. FINANCE DEPARTMENT RESPONSIBILITIES

a. The Finance Director shall cause to be maintained under his/her direction the general books for each fund of Tooele City and all subsidiary records related thereto.

b. The Finance Director, or designee, shall examine all invoices and payment demands against Tooele City. Checks will not be prepared unless the examination proves the existence of appropriate documentation in the form of completed Purchase Requisitions, Purchase Orders, and invoices to the Finance Director's satisfaction.

c. Accounts Payable will maintain the City's vendor list. When a department requests new vendors be added to the City's vendor list, Accounts Payable will obtain the necessary information and forms from the department making the request.

d. Accounts Payable, on receipt of the Purchase Orders, may be assured that the Purchase Order has been used to initiate and control a purchase and that all necessary approvals have been secured by the Purchasing Agent and department heads during the Purchase Requisition process.

e. Accounts Payable, on receipt of the Purchase Order, will place the copy in a Finance Department file to await receipt of supporting documents. This will enable Accounts Payable to clear the Purchase Order for payment.

f. Accounts Payable, on receipt of an invoice, will match the demands for payment to the approved Purchase Orders and will generate checks. Accounts Payable shall edit Purchase Requisition amounts, up to a maximum of \$25.00, when there are small differences between the quoted amount and the amount invoiced.

g. Accounts Payable will attach the appropriate documentation to the checks, and deliver for signature. The checks are to have two signatures, from those authorized to sign. In order to maintain a check and balance, the checks shall not be signed by Accounts Payable or by any payee of a check.

h. Exceptions to the Purchase Order process:

The Finance Director, in consultation with the Purchasing Agent, may disregard the Purchase Order process and authorize direct payments for ongoing City commitments such as utility bills, insurance premium payments, bond debt-service payments, payment agreements, payroll related expenses, lease payments, gasoline and diesel invoices, or other similar payments.

## SECTION IV

### 1. ETHICS IN PUBLIC CONTRACTING

- a. No person involved in making procurement decisions may have personal investments in any business entity which will create a substantial conflict between their private interests and their public duties.
- b. Any person involved in making procurement decisions is guilty of a felony if the person asks, receives, or offers to receive any emolument, gratuity, contribution, loan, or reward, or any promise thereof, either for the person's own use or the use or benefit of any other person or organization from any person or organization interested in selling to the City.

## SECTION V

### 1. FAILURE TO COMPLY

- a. It is incumbent upon all who have been delegated responsibility for budget preparation and expenditure authorization to comply with this Procedure and adhere

to the Tooele City policies promulgated by the Mayor and City Council as contained in this Procedure.

- b. Failure to comply with the guidelines established in this policy may result in disciplinary action, up to and including termination of employment and, where applicable, criminal prosecution.

## SECTION VI

### 1. DEFINITIONS

a. The terms used in this procedure shall have the following meanings:

- (1) Blanket Purchase Order means an agreement with a specific vendor that authorizes the purchase of items over a period less than a year with reconciliation of purchases and payment to the vendor on a monthly basis. Use of this type of Purchase Order is restricted to the purchase of repetitively used items of low value.
- (2) Bidding means the procedure used to solicit quotations on price and delivery from suppliers of services, supplies, material, or equipment and contracts for public improvement.
- (3) Business means any corporation, partnership, individual, sole proprietor, company, or any other properly licensed legal entity engaged in the sales of goods and services.
- (4) Change Order means a written order directing **the contractor to suspend work or make changes** to the contract.
- (5) Charge Card means a card from a place of business for the purchase of goods with an account that must be paid when a receipt is issued. For example, the City has charge cards for local businesses such as Home Depot and Wal-Mart.
- (6) City Official means employees, as defined below, as well as authorized volunteers who have purchasing responsibilities for the City.
- (7) Construction means the process of building, altering, repairing, improving, or demolishing any public structure or building or other public improvements of any kind to any public real property. It does not include the routine repair, operation, or maintenance of existing structures, buildings, or real property. Construction is a type of service.
- (8) Contract means all types of City agreements, regardless of what their title is, used for the purchase of goods or services. The term includes awards and notices of award, contracts of fixed price and cost plus a fixed fee, incentive agreements, contracts providing issuance of job or task orders, leases, letter contracts, letter extensions to

existing contracts or agreements and Purchase Orders with contractors. The term includes supplemental agreements with respect to any of the forgoing.

(9) Contractor means any person or business having a contract with Tooele City Corporation.

(10) Credit Card means a small plastic card issued by a bank, business, etc., allowing the holder to purchase goods or services on credit.

(11) Department Head means the appointed director of each of the several administrative departments. The term Department Head includes authorized designees.

(12) Emergency means an eminent threat to the public's health, welfare, or safety.

(13) Employee means an individual drawing a salary or wage from Tooele City, whether elected or not, and any part-time individual performing services for the City.

(14) Goods means supplies, materials, equipment, wares, merchandise, and similar items.

(15) Governing Body means the Tooele City Council.

(16) Invitation for bids means all documents, whether attached or incorporated by reference, used for soliciting bids.

(17) Line of Credit means an arrangement between a business and the City that allows purchases of goods, with an established maximum balance. An example is the line of credit at the local grocery store, Maceys.

(18) Miscellaneous Items means goods of a low-dollar value, such as expendable, minor nonexpendable, and consumable items.

(19) Person means any individual, business, committee, club, or other organization or group of individuals.

(20) Public Property means any item of real or personal property owned by the City.

(21) Purchasing means the buying, procurement, renting, leasing, acquisition, or otherwise obtaining any supplies, material, equipment, services, or construction. It also includes all functions that pertain to the obtaining of any public property including the description or requirement, selection and solicitation of sources, preparation and award to contract, and all phases of the contract administration.

(22) Purchasing Agent means the City Recorder.

(23) Purchase Order or Order means a document, with a specific number assigned, that is generated after a Purchase Requisition or Requisition has been entered in the



purchasing system. It requires approval by the Purchasing Agent; and Mayor and City Council, when applicable.

(24) Purchase Requisition or Requisition means a request that may include the technical description of the requested items(s), delivery schedule, transportation, criteria for evaluation of the vendors, suggested sources of supply, and other information available to the requesting department that may help the Purchasing Agent make written determinations and findings required by this procedure.

(25) Request for proposals means all documents, whether attached or incorporated by reference, used for soliciting proposals.

(26) Services mean the furnishing of labor, time, and effort, by a person, not involving the delivery of a specific end product. The term may include the furnishing of reports, which are incidental to the required performance in providing the requested services. Services includes construction.

**ATTACHMENT "A"**



**FORM TO BE FILLED OUT AND INCLUDED WITH ALL CONTRACTS/AGREEMENTS**

Department and name of project:	
Name and address of vendor:	
Vendor number:	If the vendor doesn't have a number, contact them for a W-9. Give the W-9 to accounts payable, who will assign a number.
<b>CHOOSE ONE OF THESE 6 OPTIONS:</b>	
1. Contract was awarded with no bids, and is under \$50,000	
2. Contract was awarded with no bids Contract is over \$50,000, through state contract or sole source – attach verification	
3. Contract was awarded after 2-3 informal bids (attach – bids must include the date) Contract is over \$50,000, but under \$100,000	
4. Contract was awarded after competitive sealed bids (attach – bids must include the date) Contract is over \$100,000	
5. Contract was awarded after requests for proposals (RFP) (attach – must include the date) Contract is for professional service-type	
6. Contract was awarded due to an emergency (attach description of emergency)	
Other things to attach:	Copy of current business license
	Certificate of Liability Insurance
	Workers Compensation Certificate
	Utah Retirement Systems Post-Employment/Post-Retirement Restrictions Act Certification & Release
	Verification of licensure with the State of Utah, (obtain at: <a href="https://secure.utah.gov/llv/search/index/html">https://secure.utah.gov/llv/search/index/html</a> or <a href="https://secure.utah.gov/bes">https://secure.utah.gov/bes</a> )
Contract is effective from _____ to _____.	
Date the contract was approved by Council and Resolution number:	
If this contract is for goods or product, what other ongoing expenses will it include, or how will it affect future budgets?	
Notes:	
_____ Recorder signature and date	_____ Department head signature and date

**ATTACHMENT "B"**



**AGREEMENT**

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (hereinafter "City"), and [NAME] of [ADDRESS], a(n) [individual/company type], (hereinafter "Contractor") enter into this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (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:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
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 \$\_\_\_\_\_ 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 [DATE].
5. Termination. The City may terminate this Agreement at any time. Should the City terminate this Agreement prior to the Services being fully performed, the City shall pay for those Services performed.
6. Indemnification and Insurance.
  - a. Contractor Liability Insurance. Contractor shall obtain and maintain liability insurance in the amount of at least \$250,000.
  - b. Contractor Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims of liability for injury or damage caused by any act or omission of Contractor or its agents in performance of this Agreement.
  - c. Contractor Workers Compensation Insurance. Contractor shall purchase and maintain workers compensation insurance for all of its employees. If Contractor is a sole proprietor, Contractor shall purchase and maintain workers compensation insurance or obtain an exclusion from Workers Compensation Fund of Utah.
  - d. Evidence of Contractor Insurance. Contractor shall provide written evidence of liability insurance and workers compensation insurance or exclusion to the City within ten (10) days of the Effective Date. The

City will not make any payments under this Agreement until it receives from Contractor the evidence of insurance.

- e. Status Verification Indemnification. Contractor shall indemnify and hold the City and its agents harmless from all claims resulting from any violation of immigration status verification obligations contained in U.C.A. §63G-11-103 et seq.
- f. Post-Retirement Release. Contractor shall release the City from all claims related to any alleged violation of State of Utah post-retirement employment rules, and shall complete and return to the City the attached certification and release.

7. Business License. Contractor shall obtain a Tooele City business license as required by Tooele City Code §5-1-1 et seq.

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.

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

TOOELE CITY CORPORATION

CONTRACTOR

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

\_\_\_\_\_  
Signature  
Print Name/Title: \_\_\_\_\_  
\_\_\_\_\_

Attest:

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

SEAL

Approved as to form:

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

(Revised 05/24/2017)

**ATTACHMENT "C"**



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

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

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

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

**CHECK APPLICABLE BOX:**

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

URS Retirees:

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

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

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

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

**ATTACHMENT "D"**

**SAMPLE OF  
INVITATION TO BID  
(NOT SEALED)**

Tooele City  
90 North Main  
Tooele, Utah 84074

Notice is hereby given that Tooele City Corporation Parks and Recreation Department (OWNER) will accept bids for (list service such as: lawn manicure services, to include mowing and edging, for Smelter Park (800 E. Smelter Road) and Settler's Park (44 W. 500 S.)).

Bids will be received by OWNER located at 90 N. Main St., Tooele, Utah 84074 until (time and dated, such as: 5:00 p.m. on Friday, March 11, 2016).

All communication relative to this project shall be directed to the Parks and Recreation Maintenance Supervisor, 435-843-2143.

The OWNER reserves the right to reject any or all bids; or to accept or reject the whole or any part of any bid; to award schedules separately or together to contractors, or to waive any informality or technicality in any bid in the best interest of the City. Only bids giving a firm quotation properly signed will be accepted.



## CHAPTER 5. CITY COUNCIL

### 1-5-1. Definitions.

### 1-5-2. City council as governing body.

### 1-5-3. Chairperson.

### 1-5-4. Regular meetings - Special meetings.

### 1-5-5. Meetings open to the public - Exceptions.

### 1-5-6. Public notice of meetings; emergency meetings.

### 1-5-6.5. Electronic meetings.

### 1-5-7. Minutes of open and closed meetings - Public records - Recording of meetings - Approval of Minutes

### 1-5-8. Achieving a quorum - Voting.

### 1-5-9. Reconsideration.

### 1-5-10. Claims approval.

### 1-5-11. Compensation of city officers and employees.

### 1-5-12. Councilmembers not to hold created office.

### 1-5-13. Rules.

### 1-5-14. Disciplinary Powers

### 1-5-15. Standards of Conduct.

### 1-5-1. Definitions.

As used in this chapter:

(1) "Meeting" means the convening of the Tooele City Council, with a quorum present, whether in person or by means of electronic equipment, for the purpose of discussing or acting upon a matter over which the council has jurisdiction or advisory power.

(2) "Convening" means the calling of a meeting of the city council by the council chairperson, the mayor or any three members of the council, for the express purpose of discussing or acting upon a subject over which the council has jurisdiction.

(3) "Quorum" means three or more members of the council.

(Ord. 1994-12, 03-22-1994)

### 1-5-2. City council as governing body.

The governing body of Tooele City is a council composed of five people elected at large in the manner and for the terms prescribed by law. The city council shall exercise the legislative powers of the city.

(Ord. 1994-12, 03-22-1994)

### 1-5-3. Chairperson.

The city council shall, by order entered in the minutes, select one of their number to act as chairperson. Pending selection of a chairperson, the city recorder shall preside for the sole purpose of the chairperson selection.

(Ord. 1994-12, 03-22-1994)

### 1-5-4. Regular meetings - Special meetings.

(1) The city council shall hold at least one public meeting each month. The date, time and place of such meetings shall be set by ordinance.

(2) Special meetings may be called by the council

chairperson or any three council members, provided that at least 24 hours notice is given by the city recorder to each councilmember. No business shall be transacted at any special meeting except that stated in the noticed agenda.

(Ord. 2012-11, 04-04-2012) (Ord. 1994-12, 03-22-1994)

### 1-5-5. Meetings open to the public - Exceptions.

(1) Every meeting of the city council is open to the public unless closed pursuant to Subsections (2) and (3).

(2) A closed meeting may be held upon the affirmative vote of a quorum present at an open meeting for which notice is given pursuant to Section 1-5-6. No closed meeting is allowed except as to matters declared in Subsection (3); provided, no ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a closed meeting. The reason or reasons for holding a closed meeting and the vote, either for or against the proposition to hold such a meeting, cast by each member by name shall be entered on the minutes of the meeting. Nothing in this chapter shall be construed to require any meeting to be closed to the public.

(3) A closed meeting may be held for any purposes allowed by Utah law, including the following:

(a) discussion of the character, professional competence, or physical or mental health of an individual;

(b) strategy sessions with respect to collective bargaining, pending or reasonably imminent litigation, or the purchase, exchange, lease, or sale of real property, including water rights;

(c) discussion regarding deployment of security personnel, systems, or devices;

(d) investigative proceedings regarding allegations of criminal misconduct.

(4) This chapter shall not apply to any chance meeting or social meeting. No chance meeting or social meeting shall be used to circumvent this Chapter.

(Ord. 2012-11, 04-04-2012) (Ord. 1994-12, 03-22-1994)

### 1-5-6. Public notice of meetings; emergency meetings.

(1) The city council shall give public notice at least once each year of its annual meeting schedule as provided in this section. The public notice shall specify the date, time, and place of such meetings.

(2) In addition to the notice requirements of Subsection (1), the council shall give not less than 24 hours' public notice of the agenda, date, time and place of each of its meetings.

(3) Public notice shall be satisfied by:

(a) posting written notice at Tooele City Hall;

(b) providing notice to

(i) at least one newspaper of general circulation within Tooele City, or

(ii) a local media correspondent; and,

(c) posting written notice on the Utah Public Notice Website.

(4) When because of unforeseen circumstances it is

necessary for the council to hold an emergency meeting to consider matters of an emergency or urgent nature, the notice requirements of Subsection (2) may be disregarded and the best notice practicable given. No such emergency meeting of the council shall be held unless an attempt has been made to notify all of its members and a majority votes in the affirmative to hold the meeting.

(Ord. 2012-11, 04-04-2012) (Ord. 1994-12, 03-22-1994)

#### **1-5-6.5. Electronic meetings.**

(1) Pursuant to the authority of the Tooele City Charter and the Utah Code, the Tooele City Council may convene and conduct electronic meetings, as defined in the Utah Open and Public Meetings Act, in accordance with this Section.

(2) The anchor location for an electronic meeting shall be Tooele City Hall.

(3) The City Recorder and at least one City Council member shall attend an electronic meeting at the anchor location.

(4) To schedule an electronic meeting, a member of the City Council shall make a request to the Council Chairperson for the meeting at least three days before the meeting, except as provided in Section 1-5-6 for emergency meetings.

(5) Notice of an electronic meeting shall be given to all members of the City Council at least 24 hours before the meeting so that they may participate in and be counted as present for all purposes, including the determination that a quorum is present. The notice shall include a description of how the City Council members will be connected to the electronic meeting.

(6) A quorum of the City Council must be present, in person or via electronic means, to convene the meeting, and shall indicate their presence with a City Council member roll call. The roll call shall indicate which City Council members are attending electronically.

(7) The City Council shall provide space and facilities at the anchor location so that interested persons and the public may attend and monitor the open portions of the meeting.

(8) If comments from the public will be accepted during the electronic meeting, the City Council shall provide space and facilities at the anchor location so that interested persons and the public may attend, monitor, and participate in the open portions of the meeting.

(9) Compliance with the provisions of this Section by the City Council shall constitute full and complete compliance by the City Council with the corresponding provisions of the Utah Open and Public Meetings Act.

(10) Public notice of an electronic meeting shall be given:

(a) in accordance with UCA Section 52-4-202; and,

(b) by posting written notice at the anchor location.

(Ord. 2020-16, 03-18-2020)

#### **1-5-7. Minutes of open and closed meetings - Public records - Recording of meetings - Approval of minutes.**

(1) Written minutes shall be kept of all open meetings. Such minutes shall include:

(a) the date, time and place of the meeting;

(b) the names of members present and absent;

(c) the substance of all matters proposed, discussed, or decided, and a record, by individual member, of votes taken;

(d) the names of all citizens who testified during a public hearing and the substance in brief of their testimony;

(e) any other information that any member requests be entered in the minutes.

(2) Written minutes shall be kept of all closed meetings. Such minutes shall include:

(a) the date, time and place of the meeting;

(b) the names of members present and absent;

(c) the names of all others present except where such disclosure would infringe on the confidence necessary to fulfill the original purpose of closing the meeting.

(3) The minutes of open meetings are classified as public records. The minutes of closed meetings are classified as protected records.

(4) All or any part of an open meeting may be recorded by any person in attendance; provided, the act of recording does not interfere with the peaceful and orderly conduct of the meeting, in the discretion of the council chairperson.

(5) Minutes shall be deemed the official record of the meeting upon the approving vote of the City Council and the approving signature of the City Council chairperson or designee.

(Ord. 2012-11, 04-04-2012) (Ord 2009-14, 11-21-2009) (Ord. 1994-12, 03-22-1994)

#### **1-5-8. Achieving a quorum - Voting.**

(1) Attendance of city council members at city council meetings is required unless excused by the chairperson for cause. Should any member of the council refuse or neglect to attend any meeting of the council without being excused by the chairperson for cause and when notified that such member's presence is necessary to form a quorum, that member may be fined a sum not exceeding \$250.00 upon the vote of a majority of the council.

(2) The vote of each council member voting for or against an ordinance or resolution shall be recorded upon the original thereof. The concurrence of three council members shall be necessary for the passage of any ordinance, resolution or other business item.

(Ord. 2012-11, 04-04-2012) (Ord. 1994-12, 03-22-1994)

#### **1-5-9. Reconsideration.**

No vote of the council shall be reconsidered or rescinded unless at a meeting where there is present at least the same number of the council as was present when

such vote was taken.  
(Ord. 2019-06, 04-03-2019) (Ord. 1994-12, 03-22-1994)

**1-5-10. Claims approval.**

The city council shall examine all claims in excess of ~~\$50,000~~ ~~\$20,000~~ presented against the city and when found to be valid obligations of the city, approve their payment.  
(2012-11, 04-04-2012) (Ord. 1994-12, 03-22-1994)

**1-5-11. Compensation of city officers and employees.**

(1) The council shall, by resolution in June of each municipal election year, fix the compensation per term of any and all Tooele City officers to be elected.

(2) The council shall adopt a salary schedule for all Tooele City employees with each fiscal year's budget.  
(Ord. 1994-12, 03-22-1994)

**1-5-12. Council members not to hold created office.**

(1) A council member may not hold or be appointed to any city office or position created, or for which the compensation has increased, during that council member's term, until one year after the council member's term expires.

(2) Subsection (1) shall not apply to a council member serving on any board or appendage of Tooele City government during that member's term of office and as a part of that member's duty as a council member.

(3) As used in this section, "compensation" means anything of economic value which is paid, loaned, given, granted, donated or transferred to any person or business entity, for or in consideration of personal services, materials, property, or anything whatsoever.  
(Ord. 2012-11, 04-04-2012) (Ord. 1994-12, 03-22-1994)

**1-5-13. Rules.**

The council may, from time to time, make such rules for governing its proceedings as deemed necessary and proper.  
(Ord. 1994-12, 03-22-1994)

**1-5-14. Disciplinary powers.**

The council may punish its members for disorderly conduct and may, with the concurrence of a quorum, expel a member from any meeting for good cause. No member shall be removed from a meeting unless afforded an opportunity of being heard.  
(Ord. 2012-11, 04-04-2012) (Ord. 1994-12, 03-22-1994)

**1-5-15. Standards of conduct.**

(1) A council member's unexcused absence will result in that member's monthly salary being reduced by the percentage of meetings missed to the total meetings held for the month. An unexcused absence is an absence in which the council member did not contact the council chairperson, indicating the cause of the absence, prior to the meeting.

(2) Use of profanity is not permitted by the city

council. Any council member who uses profanity will be warned once and then fined, by vote of the council, for any subsequent use of profanity in that or subsequent meetings.

(3) Council members are encouraged to be prepared for meetings. Any apparent unpreparedness may result in the balance of the council not allowing the unprepared council member to participate in the discussion. An unprepared council member may still vote on the issue.

(4) Council members shall perform their duties in a professional manner. They shall make no personal attacks on other council members, city employees, or on any citizen in attendance at council meetings.

(5) Because council members are elected representatives of the community, they are expected to participate in parades, social functions, and any civic activity, where possible, to show support of the activity by the city government.

(Ord. 2012-11, 04-04-2012) (Ord. 1994-12, 03-22-1994)

## CHAPTER 6. MAYOR

### 1-6-1. Mayor and mayor pro tem; vacancy.

### 1-6-2. Mayor.

### 1-6-3. Duties.

### 1-6-4. Powers generally.

### 1-6-5. Messages.

### 1-6-6. Officers.

### 1-6-7. Assistant to mayor. Repealed.

### 1-6-8. Appointments. Repealed.

### 1-6-9. Sign for city.

### 1-6-1. Mayor and mayor pro tem; vacancy.

The chief executive of the City shall be the Mayor, and during the Mayor's temporary absence or disability, the Chairperson of the City Council shall act as Mayor Pro Tem, who during such absence or disability shall possess the power of Mayor. Whenever a vacancy shall happen in the office of Mayor, the Council shall appoint an interim Mayor until the next Municipal election and until a successor is elected and qualified.

(Ord. 2019-07, 04-03-2019) (Ord. 2012-11, 04-04-2012) (Ord. 1967-3, 08-14-1967)

### 1-6-2. Mayor.

The Mayor shall be the chief executive officer of the City.

(Ord. 1967-3, 08-14-1967)

### 1-6-3. Duties.

The Mayor shall perform all duties which are or may be prescribed by law or this Code and shall see that they are faithfully executed.

(Ord. 2012-11, 04-04-2012) (Ord. 1967-3, 08-14-1967)

### 1-6-4. Powers generally.

The Mayor shall exercise within the City limits the power conferred upon the Mayor to suppress disorder and keep peace. The Mayor shall have authority to grant full pardons for violations of the provisions of this Code or to remit so much of any fine or penalty as belongs to the City, together with the costs of prosecution when to the Mayor it shall seem just, reasonable, and a meritorious cause. The Mayor shall report to the Council the number of fines remitted and pardons granted and the reasons therefor. The Mayor may permit the use of the facilities in the City Hall, by proper persons and for proper purposes, but not to interfere with the rights and uses of the City. The Mayor shall have power and authority at all times to examine and inspect the books, records and papers of any officer or agent employed by the City. The Mayor shall have power, when necessary, to call upon every inhabitant of the City over the age of twenty-one (21) years to aid in enforcing the laws and provisions of this Code, in suppressing riots and other disorderly conduct. The Mayor's powers and duties shall include:

(1) To appoint and dismiss from employment all persons employed by the City except for the city recorder or other employees appointed by the Council, and except as conditioned upon Council consent, both as provided by the Charter. All such appointments are to be made on the basis of fitness alone.

(2) To have direct supervision and responsibility over operations in the Finance Department, City Attorney's Office, City Recorder's Office, Human Resources Department, Police Department, Fire Department, City Hall, Community Development Department, Public Works Department, Parks and Recreation Department, and other administrative departments as may be created or amended from time to time. Included as a part thereof, the Mayor shall have direct supervision of the construction, improvements, repairs, and maintenance of streets, sidewalks, alleys, lanes, bridges, and other public highways; of sewers, drains, ditches, culverts, streams and water courses, and gutters and curbs; of all public buildings, boulevards, parks, playgrounds, squares, and other grounds and facilities belonging to the City; and the collection and disposal of waste materials.

(3) To care for and preserve all machinery, tools, appliances, facilities, and property belonging to the City.

(4) To oversee the issuing of building permits, the inspection of buildings, plumbing, and wiring, subject to uniform codes adopted by the City.

(5) To act as the purchasing agent for the City through an authorized designee, to see that city codes and purchasing policies are adhered to, to approve all claims against the City less than \$50,000, ~~the \$20,000.00,~~ and to see that all goods purchased by and for the City are received as per contract.

(6) To attend all meetings of the Council with the right to take part in the discussion but not to vote, except in case of a tie vote of the Council; to recommend to the Council for adoption such measures as the Mayor may deem necessary or expedient.

(7) To be the budget officer of the City and, in that capacity, to prepare the annual tentative budget (to be construed as a financial estimate only) and present it to the City Council by the first Wednesday in May, to prepare and present the annual final budget to the City Council as required by state law, and to keep the Council advised as to the financial condition and needs of the City.

(8) To perform such other duties as may be required by ordinance or resolution of the Council or otherwise allowed by the Charter or by State law.

(Ord. 2019-21, 09-04-2019) (Ord. 2019-07, 04-03-2019) (Ord. 2012-11, 04-04-2012) (Ord. 1995-21, 01-06-1996) (Ord. 1976-23, 11-11-1976) (Ord. 1967-3, 08-14-1967)

### 1-6-5. Messages.

The Mayor shall from time to time give the Council

information relative to the affairs of the City and shall recommend for their consideration such measures as the Mayor may deem expedient.  
(Ord. 2019-07, 04-03-2019) (Ord. 1967-3, 08-14-1967)

**1-6-6. Officers.**

The Mayor shall appoint the following officers: city attorney, treasurer, police chief, fire chief, four members of the Planning Commission, all department heads except the city recorder, and members of advisory boards as provided by this Code, with the consent of the City Council, except as expressly permitted otherwise by the City Code or Utah Code. (The following officers shall be appointed by the Council: city recorder, auditor, annual independent auditor, and three members of the Planning Commission.)  
(Ord. 2019-07, 04-03-2019) (Ord. 2012-11, 04-04-2012); (Ord. 1994-56, 01-31-1995) (Ord. 1967-3, 08-14-1967)

**1-6-7. Assistant to mayor. Repealed.**

(Ord. 2012-11, 04-04-2012)

**1-6-8. Appointments. Repealed.**

(Ord. 2012-11, 04-04-2012)

**1-6-9. Sign for city.**

The Mayor shall sign contracts, leases, deeds, and other writings on the part of the City as authorized by resolution of the Council or as required by law. Notwithstanding, the Mayor shall have authority to sign contracts on the part of the City which are administrative in nature and which are for less than \$20,000.00, without further City Council authorization.  
(Ord. 2019-07, 04-03-2019) (Ord. 2012-11, 04-04-2012) (Ord. 2000-17, 08-16-2000) (Ord. 1967-3, 08-14-1967)

## CHAPTER 14. DIRECTOR OF FINANCE

### 1-14-1. Head of department of finance.

### 1-14-2. Appointment as budget officer. (Repealed.)

### 1-14-3. Purchasing procedures.

### 1-14-4. Duties.

### 1-14-5. Warrants for payment of claims.

### 1-14-6. Authorization of payments.

### 1-14-7. Monthly and quarterly financial reports.

### 1-14-8. Bond.

### 1-14-9. Special assessments - application of proceeds.

### 1-14-1. Head of department of finance.

The Department of Finance shall be headed by a director. The director of finance shall be a qualified person appointed and removed with the advice and consent of the governing body, and may not assume the duties of the city treasurer. The financial administrative duties of the director of finance prescribed in the Uniform Accounting Manual for Utah Cities is hereby adopted, the same as if set forth in full herein.

(Ord. 1988-29, 12-07-1988)

### 1-14-2. Appointment as budget officer.

(Repealed by Ord. 2019-23, 09-04-2019.)

### 1-14-3. Purchasing procedures.

All purchases or encumbrances thereof by the city shall be made or incurred according to the purchasing procedures established by ordinance or resolution and only on an order or approval of the person duly authorized to act as a purchasing agent for the City.

(Ord. 1988-29, 12-07-1988)

### 1-14-4. Duties.

The director of finance shall:

(1) Maintain the general books for each fund of the city and all subsidiary records relating thereto, including a list of the outstanding bonds, their purpose, amount, terms, date and place payable.

(2) Keep accounts with all receiving and disbursing officers of the city.

(3) Pre-audit all claims and demands against the city before they are allowed, and shall prepare the necessary checks in payment. Such checks shall include an appropriate certification pursuant to Section 11-1-1, Utah Code Annotated. The director shall also certify on the voucher or check copy, as appropriate, that:

(a) The claim has been pre-audited and documented,

(b) The claim has been approved by the Mayor, if the claim is not in excess of \$50,000; ~~\$20,000.00~~; if the claim is in excess of \$50,000, ~~\$20,000.00~~, that the claim has been approved by the city council,

(c) The claim is within the lawful debt limit of the city, and,

(d) The claim does not overexpend the appropriate departmental budget established by the city council.

(4) Collect and receive all public funds and money payable to the City, within three business days after collection, including all taxes, licenses, fines, and intergovernmental revenue, special taxes, assessments, as provided by law and ordinance, and keep an accurate detailed account thereof.

(5) Forward all collected and received funds to the treasurer for deposit, investment, and safe keeping.

(6) Give or cause to be given to every person paying money to the City a receipt or other evidence of payment, specifying, as appropriate, the date of payment and upon which account payment was made, and shall file the duplicate of the receipt, a summary report, or other evidence of payment in the office of the finance director or city recorder, as appropriate.

(7) Present annual independent audit proposals to the Council prior to the date of adoption of the tentative budget.

(Ord. 2019-23, 09-04-2019) (Ord. 2015-23, 08-19-2015) (Ord. 2015-22, 08-19-2015) (Ord. 1988-29, 12-07-1988)

### 1-14-5. Warrants for payment of claims.

In the event the city is without funds on deposit in one of its appropriate bank accounts with which to pay any lawfully approved claim, the director of finance shall draw and sign a warrant upon the treasurer of the city for payment of the claim, the warrant to be tendered to the payee named thereon.

(Ord. 1988-29, 12-07-1988)

### 1-14-6. Authorization of payments.

The director of finance is authorized to act as the financial officer for the purpose of approving:

(1) payroll checks, if the checks are prepared in accordance with a salary schedule established in a personnel ordinance or resolution, and if such checks are properly countersigned by another employee with signing authority; or

(2) routine expenditures, such as utility bills, payroll-related expenses, supplies, materials, and capital expenditures which were referenced in the budget document and approved by an appropriation resolution adopted for the current fiscal year.

(Ord. 2015-23, 08-19-2015) (Ord. 1988-29, 12-07-1988)

### 1-14-7. Monthly and quarterly financial reports.

The director of finance shall prepare and deliver to the Recorder for presentation to the Council monthly summary financial reports and quarterly detail financial reports as provided by State law.



(Ord 2019-23, 09-04-2019) (Ord. 1988-29, 12-07-1988)

**1-14-8. Bond.**

The director of finance shall be included within public employee blanket bonds of the city at the sum of five percent of budgeted revenues for the previous year but not less than \$300,000.00.

(Ord. 1988-29, 12-07-1988)

**1-14-9. Special assessments - application of proceeds.**

All money received by the City on any special assessment shall be applied to the payment of the improvement for which the assessment was made. The money shall be used for the payment of interest and principal on bonds or other indebtedness issued in settlement thereof, and shall be used for no other purpose whatever, except as otherwise provided by law.

(Ord. 2015-23, 08-19-2015)

## CHAPTER 22. FINANCIAL ADMINISTRATION

### 1-22-1. Mayor as budget officer.

### 1-22-2. Purchases and sales by established procedures.

### 1-22-3. Repealed. (Ord. 92-19, 10-20-92)

### 1-22-4. Payments authorized by mayor.

### 1-22-1. Mayor as budget officer.

The Mayor, as the budget officer of the City, shall require all expenditures by any department to conform with the departmental budget.

(Ord. 1981-02, 01-15-1981)

### 1-22-2. Purchases and sales by established procedures.

All purchases or encumbrances of the City shall be made or incurred according to the purchasing procedures established by resolution or ordinance, and only on an order or approval of the person duly authorized to act as a purchasing agent for the City. City property shall be sold according to procedures established by resolution.

(Ord. 1981-02, 01-15-1981)

### 1-22-3. Repealed. (Ord. 92-19, 10-20-92)

### 1-22-4. Payments authorized by mayor.

(1) The Mayor is authorized, subject to paragraph (2) below, to approve the following claims against the City:

(a) Payroll checks, if the checks are prepared in accordance with a salary schedule established in a personnel ordinance or resolution,

(b) Routine expenditures, such as utility bills, payroll related expenses, supplies and materials,

(c) Payments on City approved contracts,

(d) Capital expenditures which were referred in the budget document and approved by an appropriation resolution adopted for the current fiscal year.

(2) The authority of the Mayor to approve claims against the City in the above paragraph is subject to the following restrictions:

(a) No claim may be approved by the Mayor which is not within the duly and legally adopted or adjusted budget.

(b) No claim may be approved by the Mayor which is not made or incurred according to the purchasing procedures established by resolution or ordinance.

(c) No claim may be approved by the Mayor which is in excess of ~~\$50,000.~~~~\$20,000.00.~~

(Ord. 2016-04, 01-20-2016) (Ord. 1981-02, 01-15-1982)

#### 7-1-5. Definitions.

Auto Impound Yard, ~~Military Surplus Yard, and Vehicle Storage Yard~~ - Public or private storage yard for the temporary storage of automobiles ~~or military equipment~~ under impound as a part of a law enforcement towing and impound rotation program and in compliance with all applicable Utah State laws and regulations.

Automobile Body and Fender Service and Repair - An establishment engaged in the service and repair of body and fender components of automobiles, trucks, motorcycles, motor homes, or recreational vehicles. Typical activities include patching, grinding, sanding, and painting of body and fender parts of any type of vehicle. This use shall be entirely conducted within an enclosed structure and subject to annual inspection by the Tooele City Fire Department and the Tooele City Building Official.

Automobile Sales and Rental - An establishment primarily engaged in the sales and/or rental of automobiles, trucks less than 10,000 G.V.W., motorcycles, motor homes, or recreational vehicles, including sale and servicing. Typical uses include new and used car dealerships, motorcycle dealerships, trailer, or recreational vehicle dealerships, and automobile and light truck rental establishments.

Automobile Service and Repair - An establishment primarily engaged in the mechanical or electrical repair of automobiles, trucks less than 10,000 G.V.W., motorcycles, motor homes, or recreational vehicles. Typical uses include auto repair garages, tire sales and installation, wheel and brake shops, and similar repair and service activities, and where all repair and service activities occur within an enclosed building. This use does not include body and fender shops, and dismantling or salvage of any vehicles.

Contractor's Display/Office - A facility providing for general building repair, service, and maintenance such as, and including installation of plumbing, roofing, signs, electrical, air conditioning, and heating.

Contractor's Storage Yard - A facility or area used for the outside storage of building materials and contractor's equipment and vehicles.

General Industrial Activity - A manufacturing operation or processing and assembly of goods which are not likely to be obnoxious or offensive by reason of emission of odor, dust, smoke, noxious gases, noise, vibration, glare, heat or other impacts, nor hazardous by way of materials, process, product, or waste. Not to include outside storage or warehousing.

Heavy Industrial Manufacturing and Assembly - The assembly, fabrication, or processing of goods and materials using processes that ordinarily, and are expected to have, greater than average impacts on the environment, or that have significant impacts on the use of adjoining properties by reason of emission of odor, dust, smoke, noxious gases, noise, vibration, glare, heat or other impacts. This activity generally includes processing of large items, products extracted from raw materials, or products involving flammable or explosive materials or processes which require expansive buildings or land areas.

Light Manufacturing and Assembly - An establishment engaged in the manufacture, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, and packaging of such products, and incidental storage, sales and distribution. Allowed Light manufacturing activities will not be offensive by reason of emission of odor, dust, smoke, noxious gases, noise, vibration, glare, heat or other impacts, nor hazardous by way of materials, process, product, or waste, and where all equipment, compressors, generators and other ancillary equipment is located within a building or structure and any outside storage areas are screened from view from all adjoining properties and streets.

Military Surplus Yard - Public or private storage yard for the storage and/or display of military automobiles or equipment. This use may occur outdoors or within an enclosed building.

Personal Storage Facility (mini-storage) - A facility for storage of personal items in individual units, bins, rooms, or containers. Any unit, bin, room, or container must be a permanent structure.

Vehicle Storage - Public or private storage yard for the temporary storage of automobiles. This use is intended for the storage of automobiles, recreational vehicles, and trailers in a manner similar to or in

combination with a Personal Storage Facility where no part extraction from the vehicles stored is permitted. Vehicle storage shall not include the storage of an individual vehicle on the residential property of owner of the vehicle that is incidental to the residential use of the property.

**7-16-1. Mixed Use, Commercial, Industrial and Special Purpose Zoning Districts.**

- (1) The Mixed Use, Commercial, Industrial and Special Purpose Zoning Districts of Tooele City are established and provided to implement the Tooele City General Plan. These Districts are:
  - (a) Mixed Use - General District (MU-G)
  - (b) Mixed Use - Broadway District (MU-B)
  - (c) Neighborhood Commercial District (NC)
  - (d) General Commercial District (GC)
  - (e) Regional Commercial District (RC)
  - (f) Light Industrial District (LI)
  - (g) Industrial Service District (IS)
  - ~~(g) Industrial District (I)~~
  - ~~(h) Research and Development District (RD)~~
- (2) Also provided are the following Special Purpose Overlay Districts, formulated to establish special design, use requirements and general site planning provisions for specific areas of the City. These Districts are:
  - (a) Downtown Overlay District (DO)
  - (b) Gateway Overlay District (GO)
- (3) The Commercial Districts of Tooele City are intended to reflect the diversity of the City's commercial areas and to provide a wide range of commercial services for Tooele City and surrounding areas. Each Zoning District is distinguished by the uses and intensity of development allowed. The Mixed Use District (MU) and Neighborhood Commercial District (NC) encourage a mix of residential and commercial uses that are supportive of adjoining residential areas. The Industrial Districts of Tooele City are provided to encourage economic diversity and vitality for the City and provide a range of employment opportunities for City residents, and residents of surrounding areas.

**7-16-2. Purposes and Intent.**

The purposes and intent of the Tooele City Mixed Use, Commercial, Industrial and Special Purpose Districts are:

- (5) Light Industrial (LI) District. The purpose of the Light Industrial (LI) District is to provide locations for light industrial assembly and manufacturing uses that produce no appreciable negative impact to adjacent properties. This District encourages clean, light industrial and manufacturing uses which provide employment opportunities for city residents, strengthen the city's tax base and diversify the local economy.
- (6) Industrial Service (IS) District. *The purpose of the Industrial Service (IS) District is to provide locations for more intensive service type uses for the benefit of the community and regional area. Despite the more intensive nature, this District still encourages clean uses which provide employment opportunities for city residents, strengthen the city's tax base and diversify the local economy.*
- ~~(6)~~ Industrial (I) District. The Industrial (I) District is formulated to recognize existing industrial sites and uses within the city and to allow for the establishment of additional industrial uses which add to employment opportunities and economic diversity within the city.

- (78) Research and Development (RD) District. The Research and Development (RD) District is intended to combine certain elements of the General Commercial and Light Industrial zoning districts while excluding other elements. The intent of the RD zone is to allow for a professional business park within the City where businesses may locate in an environment that allows a mix of certain small commercial and light industrial uses. It is not intended for large commercial or industrial uses or for intensive retail or manufacturing activities.
- (89) Downtown Overlay (DO) District. The Tooele City Downtown Overlay District (DO) is formulated to encourage and provide opportunities for various retail, service and other uses within the existing Main Street “downtown” area of the City. This area is generally characterized and recognized by two ~~(2)~~ story buildings constructed to the front property line. It is the goal of the Downtown Overlay to recognize the existing development pattern of the area and allow for the strengthening of the character, vitality and amenities of the Downtown area through specific downtown site planning and building standards and requirements. The Downtown Overlay District (DO) allows and requires the establishment of uses that work to reinforce the existing Main Street through special standards for building location, parking, uses, signage and other considerations.
- (910) Gateway Overlay (GO) Districts. The Gateway Overlay Districts (GO) are provided to encourage unified and consistent design elements and site planning to promote an attractive and desirable streetscape for areas that are visually prominent and located at the key entry points, or “gateways” to Tooele City. The streetscape is a combination of buildings and structures, signage, landscaping, off-street parking areas, street improvements and other elements that dominate the view of the driver or pedestrian at the identified gateway areas of the City. The design and overall attractiveness and quality of the city’s gateway areas is indicative of the values and character of the City. An attractive and functional streetscape is one that promotes cohesiveness and establishes a design theme for signage, building design, landscaping and street trees and other street amenities. The Tooele City Gateway Overlay Districts (GO) require site planning and design for all buildings and structures within the District to be reviewed and approved by the Planning Commission with requirements for landscaping, signage and the location of required off-street parking areas.

**TABLE 1  
TABLE OF USES**

USE	DISTRICT								
	MU-B Mixed Use- Broad- way	MU-G Mixed Use - General	NC Neighborhood Commercial (Maximum individual lot Size 15,000 square feet)	GC General Commercial	RC Regional Commercial	LI Light Industrial	<u>IS</u> <i>Industrial Service</i>	I Industrial	RD Research & Development
Accessory Building	P	P	P	P	P	P	<u>P</u>	P	P
Accessory Drive Through Facility (considered as a Conditional Use for a Use allowed in the District, see Note #3 and Table 2)	C	C		C	C	C	<u>C</u>		C
Accessory Dwelling Unit for Caretaker Only (must be located within primary structure. See Table 2)	C	C	C	C		C	<u>C</u>	C	C
Accessory Dwelling Unit (internal and attached: located above ground floor. See Table 2)	P	P	P	C	C				
Accessory Dwelling Unit (detached: located on the same lot as primary structure. See Table 2)	P	P	P						
Accessory Outdoor Sales and Display Incidental to an Allowed Use (considered as a Conditional Use for a Use allowed in the District, see Note #4 and Table 2)				C	C	C	<u>C</u>	C	
Accessory Outside Storage (considered as a Conditional Use for a Use allowed in the District, see Note #2 and Table 2)				C		C	<u>C</u>	C	
Accessory Outside Storage of Flammable or Hazardous Materials (considered as a Conditional Use for a Use allowed in the District, see Note #2 and Table 2)								C	
Agriculture (horticulture)						P	<u>P</u>	P	C
Airport							<u>C</u>	C	



USE	DISTRICT								
	MU-B Mixed Use- Broad- way	MU-G Mixed Use - General	NC Neighborhood Commercial (Maximum individual lot Size 15,000 square feet)	GC General Commercial	RC Regional Commercial	LI Light Industrial	<u>IS</u> <i>Industrial Service</i>	I Industrial	RD Research & Development
Auto Impound Yard, <del>Military</del> <del>Surplus Yard, and Vehicle</del> <del>Storage Yard</del>							<u>C</u>	C	
Automobile Sales and Rental	C	C Minimum Lot Size 30,000 Square Feet With Access From Arterial Road Only		C	C	P	<u>P</u>	P	
Automobile Service and Repair	C			C		P	<u>P</u>	P	
Automobile Service and Repair Accessory to a Principal Use					C		<u>C</u>		
Automobile Body and Fender Service and Repair						C	<u>C</u>	P	
Bed and Breakfast Inn (located in an existing structure)	C	C	C	P					
Boarding House	C	C	C						
Building Maintenance Services						C	<u>P</u>	P	P
Business Office				P	P	P	<u>P</u>	P	P
Business Office (located within an existing structure)	C	C	C	P	P	P	<u>P</u>	P	P
Campground, Travel Trailer Park						C	<u>C</u>	C	
Car Wash				C		P	<u>P</u>	P	C
Chemical Manufacture and Storage								C	
Church	C	C	C	C					P
Conference Center				P	P	P	<u>P</u>		P
Contractor's Display / Office				C		P	<u>P</u>	P	P
Contractor's Storage Yard						C	<u>C</u>	P	

USE	DISTRICT								
	MU-B Mixed Use- Broad- way	MU-G Mixed Use - General	NC Neighborhood Commercial (Maximum individual lot Size 15,000 square feet)	GC General Commercial	RC Regional Commercial	LI Light Industrial	<u>IS</u> <u>Industrial Service</u>	I Industrial	RD Research & Development
Convenience Store, without Gasoline Sales	P	P	P	P	P	P	<u>P</u>	P	P
Convenience Store, with Gasoline Sales	C	C	C	P	C	P	<u>P</u>	P	P
Cultural Activities and Uses	C	C		P	C	P	<u>P</u>		P
Day-Care / Pre- School (Home Occupation)	P	P	P	P	P	C	<u>C</u>	C	
Day Care / Pre-School Center	C	C	C	P		C	<u>C</u>		C
Distribution Center						C	<u>C</u>	P	
Dwelling; Single Family (Detached )	P	P	P						
Dwelling; Two family	P	C							
Dwelling; Multi- Family	C See Note 6	C							
Extractive Industry									
Fast Food Restaurant	C	C		P	P	P	<u>P</u>		P
Financial Services	C	C	C	P	P	P	<u>P</u>		P
Food and Beverage Processing						C	<u>C</u>	C	
Funeral Home / Mortuary	C	C		P		P	<u>P</u>		P
Garden Center	C	C		P	P	P	<u>P</u>		
General Industrial Activity						P	<u>P</u>	P	P
Group Home	C	C		C					
Hardware and Garden Supply Store	C			P	P	P	<u>P</u>		
Hazardous Material Storage									
Hazardous Waste In- Transit Facility								C	
Health Care Facility				C	C	P	<u>P</u>	P	C
Health Care Provider	C	C	C	P	P	P	<u>P</u>		P

USE	DISTRICT								
	MU-B Mixed Use- Broad- way	MU-G Mixed Use - General	NC Neighborhood Commercial (Maximum individual lot Size 15,000 square feet)	GC General Commercial	RC Regional Commercial	LI Light Industrial	<u>IS</u> <i>Industrial Service</i>	I Industrial	RD Research & Development
Health Care Provider (located within an existing structure)	C	C		P	P	P	<u>P</u>	P	P
Health Club	C	C		P	P	P	<u>P</u>	P	P
Heavy Equipment Sales and Rental						C	<u>C</u>	P	
Heavy Industrial Manufacturing and Assembly								C	
Heliport				C	C	C	<u>C</u>	C	C
Home Occupation (must comply with all requirements of a Home Occupation)	P	P	P	P	P	P		P	
Hotel	C	C		P	P	P	<u>P</u>		P
Junkyard/Salvage Yard								C	
Kennel						C	<u>C</u>	P	
Laundromat	C	C	C	P		P	<u>P</u>	P	
Light Manufacturing and Assembly						P	<u>P</u>	P	
Liquor Store				C	C				C
Medical Cannabis Pharmacy			P	P	P	P	<u>P</u>	P	P
Medical Cannabis Production Establishment								P	
Membership Club				C		C	<u>C</u>	C	
<u>Military Surplus Yard</u>								<u>C</u>	
Motel	C	C		P	P	P	<u>P</u>		P
Nursery	C	C				P	<u>P</u>	P	C
Nursing Home, Convalescent Care Facility	C	C	C	P	P				
Open Space Areas, Trails	P	P	P	P	P	P	<u>P</u>	P	P
Park and Ride Facilities				C	C	C	<u>P</u>	C	C
Personal Services	C	C		P	P	P	<u>P</u>		P
Pet Shop / Pet Grooming	C	C		C					

USE	DISTRICT								
	MU-B Mixed Use- Broad- way	MU-G Mixed Use - General	NC Neighborhood Commercial (Maximum individual lot Size 15,000 square feet)	GC General Commercial	RC Regional Commercial	LI Light Industrial	<u>IS</u> <u>Industrial Service</u>	I Industrial	RD Research & Development
Public or Private Educational Facility	C	C		C	C	C	<u>C</u>	C	C
Personal Storage Facility (Mini- Storage)						<del>PC</del>	<u>C</u>	P	
Private Club/Bar	C			C	C	C	<u>C</u>	C	C
Professional Office	C	C	C	P	P	P	<u>P</u>	P	P
Professional Office (located within an existing structure)	C	C	C	P	P	P	<u>P</u>	P	P
Public Use	C	C	C	C	C	C	<u>C</u>	C	C
Reception Center	C	C		P	P	P	<u>P</u>		P
Reception Center (located within an existing structure)	C	C		P	P	P			P
Recreational Facility (Indoor)				P		P	<u>P</u>	P	C
Recreational Facility (Outdoor)				C		C	<u>C</u>		C
Recycling Collection Site				C		<del>PC</del>	<u>C</u>	P	
Recycling Processing Center								C	
Repair Shop (household and personal goods with no outside storage)	C	C		P		P	<u>P</u>	P	P
Research Facility				P		P	<u>P</u>	P	P
Restaurant	C	C		P	P	P	<u>P</u>	P	P
Restaurant (located within an existing structure)	C	C		P	P	P	<u>P</u>		P
Retail Sales Accessory to an Allowed Use				P	P	P	<u>P</u>	P	P
Retail Store (located within an existing structure)	C	C	C	P	P				
Retail Store (Total maximum 3,000 square footage)	C	C	C	P		P			P

USE	DISTRICT								
	MU-B Mixed Use- Broad- way	MU-G Mixed Use - General	NC Neighborhood Commercial (Maximum individual lot Size 15,000 square feet)	GC General Commercial	RC Regional Commercial	LI Light Industrial	<u>IS</u> <u>Industrial Service</u>	I Industrial	RD Research & Development
Retail Store or Commercial Center				C					
Retail Store or Commercial Center (Minimum 120,000 building square foot and planned and phased by approval of a Master Development Site Plan)					C				
Retirement Center	C	C							
Rock, Sand and Gravel Storage and Distribution								P	
Sexually Oriented Business								P	
Shooting Range, Indoor				C		C	<u>C</u>	C	C
Telecommunications Site/Facility						C	<u>C</u>	C	C
Temporary Construction Office	C	C	C	P	P	P	<u>P</u>	P	P
Temporary Seasonal Use	C	C	P	P	P	P	<u>P</u>	P	
Temporary Use	C	C	C	C	C	P	<u>P</u>	P	
Theater (Indoor)	C	C		P	P				P
Theater (Outdoor)				C		P	<u>P</u>	P	
Tobacco Specialty Store (see Note #5)				C	C	<del>PC</del>	<u>C</u>	<del>PC</del>	C
Utility Service Facility (major)				C	C	C	<u>C</u>	C	C
Utility Service Facility (minor)			C	C	C	C	<u>C</u>	C	
<u>Vehicle Storage Yard</u>							<u>C</u>	<u>C</u>	
Veterinary Clinic / Animal Hospital						P	<u>P</u>	P	
Veterinary Clinic/ Animal Hospital Operating Entirely Within an Enclosed Building	C	C		P		P	<u>P</u>	P	P

USE	DISTRICT								
	MU-B Mixed Use- Broad- way	MU-G Mixed Use - General	NC Neighborhood Commercial (Maximum individual lot Size 15,000 square feet)	GC General Commercial	RC Regional Commercial	LI Light Industrial	<u>IS</u> <i>Industrial Service</i>	I Industrial	RD Research & Development
Warehouse						C	<u>C</u>	P	

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**TABLE 2  
DEVELOPMENT STANDARDS**

USE	DISTRICT									
	MU-G & MU-B Mixed Use	NC Neighborhood Commercial	GC General Commercial	RC Regional Commercial	LI Light Industrial	<u>IS</u> <i>Industrial Service</i>	I Industrial	RD Research & Development	DO Downtown Overlay	GO Gateway Overlay
Maximum Lot Area	No Maximum	25,000 Square Feet	No Maximum	No Maximum	No Maximum	<u>No Maximum</u>	No Maximum	No Maximum	No Maximum	No Maximum
Minimum Area for District	No Minimum	No Minimum	3 Acres. Smaller areas may be added to an existing GC area. See Note C	60 Acres. Smaller areas may be added to an existing RC area. See Note C	No Minimum	<u>No Minimum</u>	No Minimum	No Minimum	No Minimum	No Minimum
Minimum Lot Width (Frontage)	80 Feet At Front Setback Line	80 Feet At Front Setback Line	80 Feet At Front Setback Line	100 Feet At Front Setback Line	60 Feet At Front Setback Line	<u>60 Feet</u> <u>At Front Setback Line</u>	80 Feet At Front Setback Line	60 Feet At Front Setback Line	No Minimum Requirement	80 Feet At Front Setback Line
Minimum Front Yard Setback	20 Feet. May be reduced to 0 Feet following approval by the Planning Commission for compliance with Chapter 7-11 Tooele City Code	20 Feet. May be reduced to 0 Feet following approval by the Planning Commission for compliance with Chapter 7-11 Tooele City Code	30 Feet. May be reduced to 20 Feet following approval by the Planning Commission for compliance with Chapter 7-11 Tooele City Code	40 Feet	30 Feet	<u>30 Feet</u>	30 Feet	20 Feet	10 Feet. May be reduced to 0 Feet following approval by the Planning Commission for compliance with Chapter 7-11 Tooele City Code	30 Feet. May be reduced to 20 Feet following approval by the Planning Commission for compliance with Chapter 7-11 Tooele City Code
Maximum Front Yard Setback	No Requirement	No Requirement	No Requirement	No Requirement	No Requirement	<u>No Requirement</u>	No Requirement	No Requirement	20 Feet. May be Increased Following Approval by the Planning Commission for Compliance With Chapter 7-11 Tooele City Code	As Required by the Planning Commission for Compliance With Chapter 7-11 Tooele City
Minimum Required Front Yard Landscape Area (measured from front property line) See Note F1	20 Feet. May be Reduced to 0 Feet Following Approval by the Planning Commission for Compliance With Chapter 7-11 Tooele City Code. See Note F1	20 Feet. May be Reduced to 0 Feet Following Approval by the Planning Commission for Compliance With Chapter 7-11 Tooele City Code. See Note F1	15 Feet See Note F1	40 Feet See Note F1	15 Feet See Note F1	<u>15 Feet</u> <u>See Note F1</u>	<del>15 Feet. No Landscaping Required for Auto Impound Yards, Military Surplus Yards, or Vehicle Storage Yards. See Note H. See "Minimum Required Landscape Area" below</del> <u>See Note F2</u>	15 Feet See Note F1	10 Feet. May be Reduced to 0 Feet Following Approval by the Planning Commission for Compliance With Chapter 7-11 Tooele City Code. See Note F1	20 Feet See Note F-1

USE	DISTRICT									
	MU-G & MU-B Mixed Use	NC Neighborhood Commercial	GC General Commercial	RC Regional Commercial	LI Light Industrial	IS <u>Industrial Service</u>	I Industrial	RD Research & Development	DO Downtown Overlay	GO Gateway Overlay
Minimum Side Yard Setback	Note B When Adjoining a Residential Zone. Otherwise See Note A	Note B When Adjoining a Residential Zone. Otherwise See Note A	Note B When Adjoining a Residential Zone. Otherwise See Note A	30 Feet	Note B When Adjoining a Residential Zone Otherwise See Note A	<u>Note B When Adjoining a Residential Zone</u> Otherwise See Note A	30 Feet	Note B When Adjoining a Residential Zone. Otherwise See Note A	Note A	Note B When Adjoining a Residential Zone. Otherwise See Note A
Minimum Rear Yard Setback	Note B When Adjoining a Residential Zone. Otherwise See Note A	Note B When Adjoining a Residential Zone. Otherwise See Note A	Note B When Adjoining a Residential Zone. Otherwise See Note A	30 Feet	Note B When Adjoining a Residential Zone. Otherwise See Note A	<u>Note B When Adjoining a Residential Zone.</u> Otherwise See Note A	30 Feet	Note B When Adjoining a Residential Zone. Otherwise See Note A	See Note A	Note B When Adjoining a Residential Zone. Otherwise See Note A
Minimum Rear Yard Setback (Corner Lot)	Note B When Adjoining a Residential Zone. Otherwise See Note A	Note B When Adjoining a Residential Zone. Otherwise See Note A	Note B When Adjoining a Residential Zone. Otherwise See Note A	30 Feet	Note B When Adjoining a Residential Zone. Otherwise See Note A	<u>Note B When Adjoining a Residential Zone.</u> Otherwise See Note A	30 Feet	Note B When Adjoining a Residential Zone. Otherwise See Note A	See Note A	Note B When Adjoining a Residential Zone. Otherwise See Note A
Minimum Required Landscape Area (percentage of total site area which may include required landscaping within parking areas)	No Requirement. Must Comply With Requirements of the Planning Commission for Compliance With Chapter 7-11 Tooele City Code. See Note F1	No Requirement. Must Comply With Requirements of the Planning Commission for Compliance With Chapter 7-11 Tooele City Code. See Note F1	10% See Note F1	15% See Note F1	See Note F2	<u>See Note F2</u>	No Landscaping Required for Auto Impound Yards, Military Surplus Yards, or Vehicle Storage Yards. See Note H See Note F2	10% See Note F1	No Requirement. Must Comply With Requirements of the Planning Commission for Compliance With Chapter 7-11 Tooele City Code. See Note F1	15%. A Greater Percentage May be Required by the Planning Commission for Compliance With Chapter 7-11 Tooele City Code. See Note F1
Maximum/Minimum Building Height	35 Feet or Two Stories for New Construction / 1 Story	35 Feet or Two Stories / 1 Story	50 Feet or 4 Stories / 1 Story	70 Feet or 6 Stories / 1 Story	50 Feet or 4 Stories / 1 Story	<u>50 Feet or 4 Stories / 1 Story</u>	70 Feet or 6 Stories / 1 Story	50 Feet or 4 Stories / 1 Story	45 Feet or 3 Stories / 1 Story	As Required by the Planning Commission for Compliance With Chapter 7-11 Tooele City
Site Planning and Building Design Review Compliance	Must Comply With Design Review Requirements of Chapter 7- 11 Tooele City Code	Must Comply With Design Review Requirements of Chapter 7- 11 Tooele City Code	Must Comply With Design Review Requirements of Chapter 7- 11 Tooele City Code	Master Development Site Plan Required for Approval by the Planning Commission. See Note D	Must Comply With Design Review Requirements of Chapter 7- 11 Tooele City Code	<u>Must Comply With Design Review Requirements of Chapter 7- 11 Tooele City Code</u>	Must Comply With Design Review Requirements of Chapter 7- 11 Tooele City Code	*To Be Written	Must Comply With Design Review Requirements of Chapter 7- 11 Tooele City Code	Master Development Site Plan Required for Approval by the Planning Commission. See Note D

USE	DISTRICT									
	MU-G & MU-B Mixed Use	NC Neighborhood Commercial	GC General Commercial	RC Regional Commercial	LI Light Industrial	IS <u>Industrial Service</u>	I Industrial	RD Research & Development	DO Downtown Overlay	GO Gateway Overlay
Accessory Dwelling Units for Caretaker. Allowed as a Conditional Use Only	One Accessory Dwelling Unit for Caretaker (must be located within primary structure)	One Accessory Dwelling Unit for Caretaker (must be located within primary structure)	One Accessory Dwelling Unit for Caretaker (must be located within primary structure)	Not Allowed	One Accessory Dwelling Unit for Caretaker (must be located within primary structure)	<u>One Accessory Dwelling Unit for Caretaker</u> (must be located within primary structure)	One Accessory Dwelling Unit for Caretaker (must be located within primary structure)	One Accessory Dwelling Unit for Caretaker (must be located within primary structure)	Requirement of Underlying Zone Applies	Requirement of Underlying Zone Applies
Accessory Dwelling Unit(s) (located Above Ground Floor)	One Accessory Dwelling Unit for Each 6,000 Square Feet Site Area	One Accessory Dwelling Unit for Each 6,000 Square Feet Site Area	One Accessory Dwelling Unit for Each 6,000 Square Feet Site Area As a Conditional Use Only	One Accessory Dwelling Unit for Each 6,000 Square Feet Site Area As a Conditional Use Only	Not Allowed	<u>Not Allowed</u>	Not Allowed	Not Allowed	One Accessory Dwelling Unit for Each 2,000 Square Feet Site Area	Requirement of Underlying Zone Applies
Accessory Dwelling Unit (Located on the Same Lot as Primary Structure)	One Accessory Dwelling Unit for Each 10,000 Square Feet Site Area	One Accessory Dwelling Unit for Each 10,000 Square Feet Site Area	Not Allowed	Not Allowed	Not Allowed	<u>Not Allowed</u>	Not Allowed	Not Allowed	Requirement of Underlying Zone Applies	Requirement of Underlying Zone Applies
Accessory Drive Through Facilities	Not Allowed	Not Allowed	Conditional Use Approval Required	Conditional Use Approval Required	Conditional Use Approval Required	<u>Conditional Use Approval Required</u>	Conditional Use Approval Required	Conditional Use Approval Required	Conditional Use Approval Required	Conditional Use Approval Required
Accessory Outdoor Sales and Display	Not Allowed	Not Allowed	Conditional Use Approval Required	Conditional Use Approval Required	Conditional Use Approval Required	<u>Conditional Use Approval Required</u>	Conditional Use Approval Required	Not Allowed	Conditional Use Approval Required	Conditional Use Approval Required
Accessory Outside Storage	Not Allowed	Not Allowed	Conditional Use Approval Required	Not Allowed	Conditional Use Approval Required	<u>Conditional Use Approval Required</u>	Conditional Use Approval Required	Not Allowed	Conditional Use Approval Required	Conditional Use Approval Required
Accessory Outside Storage of Flammable or Hazardous Materials	Not Allowed	Not Allowed	Not Allowed	Not Allowed	Not Allowed	<u>Not Allowed</u>	Conditional Use Approval Required	Not Allowed	Not Allowed	Not Allowed
Issuance of Demolition Permit for Existing Buildings and Structures	<del>Planning Commission Approval Required and</del> Building Permit Required	Building Permit Required	Building Permit Required	Building Permit Required	Building Permit Required	<u>Building Permit Required</u>	Building Permit Required	Building Permit Required	<del>Planning Commission Approval Required and</del> Building Permit Required	<del>Planning Commission Approval Required and</del> Building Permit Required
Off-Street Parking Requirements	<u>As Required by Title 7 Chapter 4.</u> See Note E	As Required by <u>Table 3 Title 7 Chapter 4</u>	As Required by <u>Table 3 Title 7 Chapter 4</u>	As Required by <u>Table 3 Title 7 Chapter 4</u>	As Required by <u>Table 3 Title 7 Chapter 4</u>	<u>As Required by Table 3</u>	As Required by <u>Table 3 Title 7 Chapter 4</u>	As Required by <u>Table 3 Title 7 Chapter 4</u>	As Required by <u>Table 3 Title 7 Chapter 4</u>	As Required by <u>Table 3 Title 7 Chapter 4</u>

USE	DISTRICT									
	MU-G & MU-B Mixed Use	NC Neighborhood Commercial	GC General Commercial	RC Regional Commercial	LI Light Industrial	<u>IS</u> <i>Industrial Service</i>	I Industrial	RD Research & Development	DO Downtown Overlay	GO Gateway Overlay
Location of Required Off-Street Parking Spaces	As Practical to be Located to the Rear and Screened Behind Building(s)	As Practical to be Located to the Rear and Screened Behind Building(s)							As Practical to be Located to the Rear and Screened Behind Building(s)	As Practical to be Located to the Rear and Screened Behind Building(s)
Landscaping Requirements	See Note F1	See Note F1	See Note F1	See Note F1	See Note F2	<u>See Note F2</u>	Critical Areas Plus 1% of Site Acreage or Mitigation	See Note F1	See Note F1	See Note F1

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**WHERE TABLE 2 DOES NOT IDENTIFY A DEVELOPMENT STANDARD (THE TABLE CELL IS BLANK) THE REQUIREMENTS OF THE UNDERLYING ZONING DISTRICT SHALL APPLY**

**NOTES:**

- A. As allowed by the International Building Code and any required or existing easements. Side yard setbacks measured from a street right-of-way for corner lots in the MU-B zoning district may be reduced to 0 feet upon approval of the Planning Commission as a part of design review in compliance with Title 7 Chapter 11 of the Tooele City Code.
- B. The minimum set back requirements of the Residential Zoning District shall apply for all adjoining lots, buildings, parking areas, mechanical equipment, solid waste containers, and all other structures. Side yard setbacks measured from a street right-of-way for corner lots in the MU-B zoning district may be reduced to 0 feet upon approval of the Planning Commission as a part of design review in compliance with Title 7 Chapter 11 of the Tooele City Code.
- C. Smaller areas may be added to an existing and adjoining District provided such parcels become integrated within the existing development area and comply with all applicable development requirements.
- D. The Master Development Site Plan is required to generally identify for the total development site existing and reasonable projected development on the site, providing locations, design and proposed architecture of all buildings, a proposed signage theme and sign locations, open space areas with proposed landscape treatments, location of all parking areas, identifying total parking spaces, mass transit facilities, loading and unloading areas, access points, etc. The Master Development Site Plan must comply with all requirements of Chapter 7-11 of the Tooele City Code and as required by the Planning Commission.
- E. No minimum off-street parking requirements are established. It is the policy of the City to maintain existing uses which do not meet the Off-Street Parking requirements of the City and to encourage additional uses and activities within the District. The number of required off-street parking shall be as determined and approved by the Planning Commission, following a recommendation from the City Staff, and recognizing the nature and location of the proposed use or activity. Joint use of parking areas will be encouraged.
- F1. No plans for any primary building or structure shall be approved by the Planning Commission or Community Development Department unless a Landscaping Plan is submitted and approved by the Planning Commission or Community Development Department, consistent with the considerations of Tooele City Code §7-11-8. Landscaping in accordance with the approved Landscaping Plan shall be installed prior to issuance of a Certificate of Occupancy unless a bond is posted pursuant to Tooele City Code §7-22-4. The Landscaping Plan shall include at a minimum:
  1. A 50/50 mix of evergreen and deciduous trees and shrubs;
  2. 60% of trees and shrubs with a minimum caliper of 2 inches and a minimum height of 5 feet;
  3. park strip trees, at least one for every 30 feet of right-of-way frontage, in compliance with Tooele City Code §4-11-22
- F2. 1. Critical Areas. "Critical Areas" shall mean those areas of a development site which have a particular sensitivity to environmental considerations, aesthetics, and employee and public convenience, health, and well being. Critical areas shall be determined administratively during discussions/negotiations between Tooele City staff and the developer, and shall address at least the following areas: principle vehicle entrances for employees and customers; principle pedestrian building entrances for employees and customers; employee gathering and rest areas; storm water drainage, detention, and

retention facilities; and, screening of exterior building equipment.

2. Minimum Acreage. The 1% site acreage requirement is in addition to, not inclusive of, Critical Area landscaping.
  3. Minimum Acreage Requirement Mitigation. In lieu of the 1% acreage landscaping requirement, the developer may pay to Tooele City a mitigation sum equal to the requirement, multiplied by \$20,000 per acre, a reasonable average landscaping budget based upon the ~~1998~~ *most current* Tooele City Parks and Special Purpose Recreational Facilities Capital Facilities Plan. For example, the optional mitigation sum for a 200-acre site would be \$40,000; for a five-acre site, \$1,000. Tooele City will apply mitigation funds to landscaping improvements in Tooele City Parks.
  4. Critical Area Requirement Mitigation. In the event that Tooele city staff and the developer conclude that landscaping of a given Critical Area is not possible or practicable due to feasibility or engineering difficulties, the developer shall pay a mitigation sum equal to the area of the Critical Area not landscaped, multiplied by \$20,000 per acre, in lieu of installing the subject Critical Area landscaping. Financial or budgetary difficulties shall not be considered grounds for a determination of impossibility or impracticability or for payment of a Critical Area requirement mitigation sum.
  5. Administrative Appeal. Development applicants affected by the administrative determination referenced above may appeal in writing to the Planning Commission, which shall uphold, modify, or reject the determination. No further administrative appeal shall exist.
- G.
1. Fencing. Auto impound yards, military surplus yards, and vehicle storage yards shall be fenced with a view-obscuring fence, hedge, or landscaped berm at a height at least equal to the height of the materials stored within but not higher than eight feet. [Fencing for Auto impound yards shall comply with all requirements of the Utah State Code for such uses.](#)
  2. Location. Auto impound yards, military surplus yards, and vehicle storage yards may not be located closer than 300 feet to a State highway, 500 feet to a zoning district boundary, or 1000 feet to a school.