

PUBLIC NOTICE

Notice is hereby given that the Tooele City Council will meet in a Work Session, on Wednesday, November 15, 2017 at the hour of 5:00 p.m. The meeting will be held at the Tooele City Hall Large Conference Room located at 90 North Main Street, Tooele, Utah.

1. Open City Council Meeting

2. Roll Call

3. Discussion:

- **Resolution 2017-41 A Resolution of the Tooele City Council Authorizing the Purchase of Property from Storage City, L.L.C. for the Extension of 1280 North Street
Presented by Roger Baker**
- **Ordinance 2017-32 An Ordinance of Tooele City Amending Tooele City Code Chapter 8-4 to Make Technical Corrections, Clarify Service of Process, and Limit Monetary Penalties
Presented by Roger Baker**
- **Resolution 2017-46 A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule to Add a Code Enforcement Administrative Fee
Presented by Jim Bolser**

4. Council Reports

5. Close Meeting

- **Litigation**
- **Property Acquisition**

6. Adjourn

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 843-2110 or michellep@tooelecity.org, Prior to the Meeting.

TOOELE CITY CORPORATION

RESOLUTION 2017-41

A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING THE PURCHASE OF PROPERTY FROM STORAGE CITY, L.L.C. FOR THE EXTENSION OF 1280 NORTH STREET.

WHEREAS, the City Administration desires to secure the rights to property (the "Property") necessary for the future extension of 1280 North Street to the east (the "Road") (the Property and the Road are illustrated in the attached Exhibit A); and,

WHEREAS, acquiring the Property and extending the Road is in the best interest of the City for vehicular and other traffic circulation and for economic development opportunities; and,

WHEREAS, the Property is owned by Storage City, L.L.C. (the "Owner"), a Utah limited liability company managed by Douglas and Carolyn White; and,

WHEREAS, under present circumstances, Tooele City has no lawful ability to require the dedication of the Property or the improvement of the Road by adjacent land owners/developers; and,

WHEREAS, the City Administration has determined that the best way to secure the Property is to purchase the Property; and,

WHEREAS, the City Administration recommends that the City Council purchase the Property pursuant to the terms of the Real Estate Purchase Agreement attached hereto as Exhibit B; and,

WHEREAS, the dimensions of the Property are 66 feet by approximately 280 feet, for a total of about 18,480 square-feet (the precise Property dimensions will be determined by survey); and,

WHEREAS, an April 21, 2017, appraisal report prepared by Valbridge established the fair market value of the Property at \$3.90 per square-foot, making the purchase price for the Property approximately \$72,000:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Real Estate Purchase Agreement attached hereto as Exhibit A is hereby approved, and that the Mayor is hereby authorized to sign the Agreement and all other documents necessary to accomplish the Agreement's purpose and to close on the purchase of the Property.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2017.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

Exhibit B

Real Estate Purchase Agreement

Real Estate Purchase Agreement

TOOELE CITY CORPORATION, a municipal corporation of the State of Utah, (the "City"), and STORAGE CITY, L.L.C. ("Beehive") (collectively the "Parties"), enter into this Real Estate Purchase Agreement (the "Agreement") on the ____ day of _____, 2017 (the "Effective Date").

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

1. **Purpose.** The City desires to acquire a parcel of real property (the "Parcel") from Beehive, and Beehive is willing to sell the Parcel to the City, as set forth below.
2. **Parcel.** The Parcel is a piece of real property 66 feet deep by approximately 280 feet long, comprising a portion of Tooele County Assessor parcel 02-127-0-0050. (See the Parcel illustration attached as Exhibit A.)
3. **Appraisal.** The City previously paid to have the Parcel appraised, with an appraisal report dated April 21, 2017, which appraisal report established the fair-market value of the Parcel at \$3.90 per square foot.
4. **Purchase Price.** The Purchase Price for the Parcel shall be \$3.90 per square-foot.
5. **Survey.** The City shall obtain a survey to determine the precise dimensions of the Parcel.
6. **Subdivision.** The City shall prepare and obtain approval of a minor subdivision or lot split in order for the Parcel to be a legally salable lot or parcel.
7. **Title Insurance.** Beehive shall obtain a title insurance policy, for the benefit of the City, for the Parcel in the amount of the Purchase Price.
8. **Closing.** The Closing shall consist of the delivery by Beehive to the City of (a) the executed Warranty Deed and (b) the Title Insurance policy, and the simultaneous delivery by the City to Beehive of a check from the City in the amount of the Purchase Price. (The form of the Warranty Deed is attached as Exhibit B.) The Closing will occur within 120 days after the Effective Date. After the Effective Date and before the Closing, the City will proceed with reasonable diligence to obtain the above-referenced survey and subdivision/lot split approval.
9. **Recordation.** The City shall have the Warranty Deed recorded in the office of the Tooele County Recorder.
10. **Taxes.** Beehive shall be responsible for all property taxes for the Parcel accruing up to and including the date of Closing. Beehive shall not be responsible for any property taxes accruing after the Closing.
11. **Beehive's Continued Use of the Parcel.** Following Closing, Beehive shall be authorized to continue to possess and occupy the Parcel, as part of the regular conduct of Beehive's

outside storage operation, including maintaining its fencing on the Parcel, until 90 days after the City gives written notice to Beehive that the Parcel is needed by the City for the future improvement of a public right-of-way. In no event will the City give such notice to Beehive for one year after Closing. Beehive shall not, however, at any time after the Closing, construct or install permanent structures or fixtures on the Parcel. Within 90 days after the City's notice, Beehive shall remove its fencing and other indicia of possession and occupancy from the Parcel at Beehive's expense.

12. **Limitation of Remedies.** The Parties' sole and exclusive remedy for any non-performance or breach of the express or implied covenants of this Agreement are (1) declaratory relief construing this Agreement's rights and obligations, and (2) specific performance of this Agreement.
13. **Waiver of Jury Trial.** The Parties irrevocably waive any and all right to trial by jury in any legal proceeding relating to this Agreement.
14. **Authority.** The individuals executing this Agreement represent and warrant to the Parties that they possess the legal authority to execute this Agreement.
15. **No Third Party Beneficiaries.** Nothing in this Agreement is intended for the benefit of any person except for the named Parties and their authorized successors and assigns.
16. **Successors and Assigns.** This Agreement shall be binding on, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.
17. **No Waiver.** The failure by any of the Parties (a) to insist upon the strict performance of the Agreement or (b) to exercise any right or remedy under the Agreement shall not constitute a waiver of the right to (y) insist upon the performance of the Agreement or (z) to exercise any right or remedy available under the Agreement.
18. **Attorneys' Fees.** If any formal action or proceeding is brought by any of the Parties to enforce the Agreement, the substantially prevailing party shall be entitled to recover its related reasonable attorneys' fees and costs. If there is no substantially prevailing party, or if the action or proceeding results in a settlement between the Parties, the Parties shall bear their own attorneys' fees and costs.
19. **Construction of Agreement.** This Agreement shall be construed as a whole in accordance with its fair meaning and in accordance with the laws of the State of Utah, without giving effect to conflict of law principles. The terms of the Agreement have been negotiated by the Parties at arm's length, and the language of the Agreement shall not be construed in favor of or against any particular party.
20. **Headings.** The headings used in the Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, or affect in any way the meaning, scope, interpretation, or construction of any of its terms or provisions.
21. **Integration.** The Agreement constitutes the final expression of the Parties as to the terms of the Agreement and its subject matter, and supersedes all prior agreements, negotiations, discussions, and understandings between the Parties and/or their respective counsel with respect to its subject matter.

22. **Amendment to Agreement.** Any amendment to the Agreement must be in a writing signed by duly authorized representatives of all of the Parties hereto, in conformance with state and local law, and affirmatively stating the intent of the Parties to amend the Agreement.

23. **Notices.** All notices, demands, requests, or other communications required or permitted by the Agreement shall be in writing and effective when received. Delivery may be made personally, by courier, or by US mail, addressed as follows:

Tooele City Corporation
90 North Main Street
Tooele, UT 84074

Storage City, L.L.C.
3282 S. Sunset Hollow Drive
Bountiful, UT 84010

SIGNED, as of the Effective Date, by:

TOOELE CITY CORPORATION

STORAGE CITY, L.L.C.

Patrick H. Dunlavy, Mayor

Douglas F. White, Managing Member

ATTEST:

Michelle Y. Pitt, City Recorder

APPROVED AS TO FORM:

Roger Evans Baker, City Attorney

Exhibit A

Parcel Illustration

Exhibit B

Form of Warranty Deed

CONTACT:
Tooele City Recorder
90 North Main
Tooele, Utah 84074
(435) 843-2110

WARRANTY DEED

STORAGE CITY, L.L.C., Grantor, hereby conveys to **TOOELE CITY CORPORATION**, a Utah municipal corporation, Grantee, for the sum of \$10.00 (ten dollars) and other good and valuable consideration, the following described parcel of land in Tooele City, Tooele County, State of Utah, to wit:

[Description]

Affecting Parcel No. 02-127-0-0050

Witness the hand of said Grantor this ____ day of _____, 2017.

By: _____
Douglas F. White, Managing Member

STATE OF UTAH)
 :SS.
COUNTY OF _____)

On the date first above written personally appeared before me, Douglas F. White, Managing Member of Storage City, L.L.C., Grantor, the signer of this Warranty Deed, who duly acknowledged to me that he executed the same with full authority to sign on behalf of Grantor.

Notary Public for Utah

PUBLIC NOTICE

Notice is hereby given that the Tooele City Council will meet in a Business Meeting on Wednesday, November 15, 2017 at the hour of 7:00 P.M. The meeting will be held in the Tooele City Hall Council Room located at 90 North Main Street, Tooele, Utah.

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Mayor's Youth Recognition Awards**
4. **Public Comment Period**
5. **Violence Against Women Act (VAWA) Grant**
Presented by Lynne Smith, Domestic Violence Victims Advocate
6. **Victims of Crime Act (VOCA) Grant**
Presented by Lynne Smith
7. **General Vote Canvass**
Presented by Michelle Pitt
8. **Ordinance 2017 - 25 An Ordinance of Tooele City Enacting Tooele City Code Chapter 3-7 Regarding Nuisance Fire Alarms**
Presented by Roger Baker
9. **Ordinance 2017-32 An Ordinance of Tooele City Amending Tooele City Code Chapter 8-4 to Make Technical Corrections, Clarify Service of Process, and Limit Monetary Penalties**
Presented by Roger Baker
10. **Resolution 2017-46 A Resolution of the Tooele City Council Amending the Tooele City Fee Schedule to Add a Code Enforcement Administrative Fee**
Presented by Jim Bolser
11. **Minutes**
- November 1, 2017
12. **Invoices**
Presented by Michelle Pitt
13. **Adjourn**

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 843-2110 or michellep@tooelecity.org, Prior to the Meeting.

TOOELE CITY CORPORATION

ORDINANCE 2017-25

AN ORDINANCE OF TOOELE CITY ENACTING TOOELE CITY CODE CHAPTER 3-7 REGARDING NUISANCE FIRE ALARMS.

WHEREAS, public safety, including fire safety, is a matter of vital public concern and a priority of the City Administration; and,

WHEREAS, Tooele City operates a volunteer fire department with a high level of professionalism and training, and which enjoys an excellent fire insurance rating due to department response times, equipment, and training; and,

WHEREAS, false alarms and nuisance alarms consume significant City and personal resources of Tooele City's firefighters, put a strain on equipment, materials, and personnel, divert public safety attention away from real public safety needs, and put personnel at risk through the necessary response to fire alarms and potential fire hazards; and,

WHEREAS, TCC Title 3 (Fire) governs matters relating to the Fire Department (Chapter 3-1) and the Fire Code (Chapter 3-3); and,

WHEREAS, TCC Section 3-3-1 recognizes that the State of Utah has adopted the International Fire Code (the "Fire Code") as the law of the State of Utah and all the state's political subdivisions, and in turn adopts the latest edition of the Fire Code as an ordinance of Tooele City, including its Appendices B, C, and D; and,

WHEREAS, the edition of the Fire Code currently adopted by the State of Utah (and in turn by Tooele City) is the 2015 Fire Code; and,

WHEREAS, Fire Code Section 106 authorizes the fire department to enter and examine any building, structure, vehicle, or premises for the purpose of enforcing the Fire Code and conducting inspections; and,

WHEREAS, Fire Code Section 109 gives the fire department broad authority to bring administrative and other actions to enforce the provisions of the Fire Code; and,

WHEREAS, other Utah jurisdictions have enacted ordinances to address persistent false and nuisance fire alarms that consume resources and put the public safety at increased risk; and,

WHEREAS, the City Administration is of the opinion that an administrative procedure is the most efficient, effective, and timely procedure for protecting the public safety by dealing with false and nuisance fire alarms; and,

WHEREAS, in formulating an administrative enforcement procedure for dealing with false and nuisance alarms, care should be taken to balance the important government purpose of public safety enforcement with constitutional property and liberty interests of property owners; and,

WHEREAS, the City Administration, including the Fire Chief, recommends the enactment of the administrative enforcement procedure attached hereto as Exhibit A for dealing with false and nuisance alarms; and,

WHEREAS, the City Administration, including the Fire Chief, recommends the establishment of the fees attached hereto as Exhibit B:

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

1. Tooele City Code Chapter 3-7 (Fire Alarms) is hereby enacted as shown in Exhibit A; and,
2. The Fees shown in Exhibit B are hereby incorporated into the Tooele City Fee Schedule.
3. Severability. If any section, subsection, sentence, clause, phrase, or term of the new Chapter 3-7 is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of the Chapter.

This Ordinance is necessary for the immediate preservation of the peace, health, safety, and welfare of Tooele City and its residents and businesses and shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this ____ day of _____, 2017.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

Exhibit A

Proposed Tooele City Code Chapter 3-7 (Fire Alarms)

Exhibit B

Proposed Fees

Fire Department False and Nuisance Fire Alarms

1-2 alarms in 1 year:	no charge
3-5 alarms in 1 year:	\$100 each
6 or more alarms in 1 year:	\$250 each
Late fees and interest:	see TCC Section 3-7-6
Authorization to Reconnect inspection fee:	\$50 per inspection
Fire watch costs:	actual costs
Appeal to Fire Department enforcement official:	\$50
Appeal to Administrative Hearing Officer:	\$150

CHAPTER 3-7. FIRE ALARMS

3-7-1. Purpose and scope.

3-7-2. Definitions.

3-7-3. Maintenance, testing, and inspection.

3-7-4. Fire alarm system activation and response.

3-7-5. Intentional false alarm - penalty.

3-7-6. Notice and fees for repeated false alarms.

3-7-7. Disconnection of fire alarm system - occupancy - fire watch - reconnection.

3-7-8. Fire watch.

3-7-9. Appeals.

3-7-10. Collection of fees and costs

3-7-11. Government immunity.

3-7-1. Purpose and scope.

(1) The purpose of this Chapter is to require owners to properly use and maintain the operational effectiveness of fire alarm systems in order to improve their reliability and eliminate or reduce false fire alarms and nuisance fire alarms. The requirements of this Chapter shall be in addition to, and not in place of, any requirements imposed by the international fire code as adopted by the city.

(2) This Chapter governs fire alarm systems designed to summon the Tooele City fire department, notices and orders regarding such alarms, the establishment of a fire watch, and the assessment of fees and costs.

3-7-2. Definitions.

As used in this Chapter, the following words and terms shall have the following meanings:

Adopted Codes - The codes adopted by Tooele City pursuant to Chapter 3-3 and Title 4 of this Code.

Disconnection, and Disconnect - The disconnection, deactivation, or taking out of service of a fire alarm system.

Enforcement Official - The fire chief and his or her designated representatives.

Fees and costs - Monetary charges, payable to Tooele City, to defray the expenses associated with responding to false fire alarms, nuisance fire alarms, inspections, testing, and fire watch.

Fire Alarm, False - The activation of any fire alarm system that results in a response by the fire department and that:

(1) is caused by the negligence or intentional misuse of the fire alarm system by the owner, tenant, or occupant of a premises, or an employee or agent thereof; or,

(2) is not caused by heat, smoke, fire, or water flow.

Fire Alarm, Habitual - The occurrence of 6 or more

nuisance fire alarms or false fire alarms, or a combination of the two, in any 365-day period.

Fire Alarm, Nuisance - The activation of any fire alarm system, which results in a fire department response and that:

(1) is caused by mechanical failure, lack of maintenance, malfunction, or improper installation; or,

(2) for which emergency officials cannot determine the cause of the alarm.

Fire Alarm System - A system, or a portion of a system or combination system, consisting of components and circuits arranged to monitor and/or announce the status of a fire alarm, suppression system activation, or signal initiating device that initiate a response.

Fire Department - The Tooele City fire department.

Fire Watch - An enforcement program whereby an enforcement official is assigned to a premises for the purpose of protecting a building or structure, or its occupants, from an emergency fire-related situation. A fire watch may involve special actions beyond routine fire department staffing. A special action may include persons trained in fire prevention and detection, the use of fire extinguishing systems, or the activation of fire alarms.

Owner - Any person who owns the premises in which a fire alarm system is installed. In the event such premises are leased to a third party, the term Owner shall mean both the owner of the property and the tenant in possession of the premises, and any responsibilities for the fire alarm system and fees assessed hereunder shall be joint and several for both the owner and the tenant.

Premises - Any building or structure, or combination of buildings and structures, in which a fire alarm system is installed. For purposes of this Chapter, the term Premises shall not mean single-family or two-family residential buildings.

Reconnection, and Reconnect - The reconnection, reactivation, or return to service of a fire alarm system.

Serve, or Service - Personal delivery or delivery via regular U.S. mail to both the physical address of the premises and to the address of the record owner of the premises if different than the physical address of the premises. Service is deemed effective upon personal delivery or 3 days after mailing.

3-7-3. Maintenance, testing, and inspection.

(1) The owner of a premises shall ensure that all fire alarm systems on a premises are periodically maintained as dictated by the manufacturer's specifications and the adopted codes.

(2) The owner shall ensure that all fire alarm systems on a premises are tested and inspected at least once per year and in accordance with the adopted

codes.

3-7-4. Fire alarm system activation and response.

(1) The owner of a premises shall be responsible for all activations of a fire alarm system thereon.

(2) A fire department response to the activation of a fire alarm system shall be deemed to result when any officer or member of the fire department is dispatched to the premises where the fire alarm system has been activated.

3-7-5. Intentional false alarm - penalty.

A person who, knowingly or intentionally, makes a false report of a fire, activates a false fire alarm, or tampers with or removes any part of a fire alarm system is guilty of a class B misdemeanor.

3-7-6. Notice and fees for repeated false alarms.

(1) The first and second fire alarm system activations in any 365-day period, deemed by the enforcement official to be nuisance fire alarms and/or false fire alarms, shall result in the enforcement official serving a Notice of False Alarm to the owner of the premises where the fire alarm system has been activated. The notice will indicate the fire alarm system activation, direct the owner to correct the cause of the false or nuisance fire alarm, and provide a warning that subsequent alarms may result in the assessment of fees.

(2) More than 2 fire alarm system activations within any 365 day period, deemed by the enforcement official to be nuisance fire alarms and/or false fire alarms, shall result in the enforcement official serving a Notice of Repeated False Alarms to the owner of the premises where the fire alarm system has been activated. The notice will indicate the assessment of fees against the owner in the amounts stated in the Tooele City fee schedule.

(3) Should any fee assessed pursuant to this Section remain unpaid in excess of 60 days from the date of the Notice of Repeated False Alarms, a late payment penalty shall be imposed equal to 10% of the amount due. In addition, for each calendar month beyond the due date that a payment is late, compound interest of 2% shall accrue monthly until the fees, plus penalties and interest, are paid in full.

3-7-7. Disconnection of fire alarm system - occupancy - fire watch - reconnection.

(1) At the discretion of the enforcement official, and in the event that a premises experiences habitual fire alarms, a written Order to Disconnect may be served upon the owner specifying the date on which the owner shall be required to disconnect the fire alarm system. An Order to Disconnect must have the concurring signature of the Mayor.

(2) Each premises affected by the disconnection of the fire alarm system shall be required to establish a fire watch that meets the requirements of the enforcement official until the fire alarm system has been reconnected.

(3) The enforcement official shall have the authority to temporarily suspend the occupancy certificate of a premises under fire watch until all repairs are made to the fire alarm system or if the fire watch is not maintained to the satisfaction of the enforcement official. Suspended occupancy shall have the effect of temporarily closing a premises to the public and to employees but will allow restricted occupancy as detailed in the fire watch.

(4) A fire alarm system may be reconnected upon a finding by the enforcement official that the owner of the premises has taken necessary corrective action to remedy the cause of the habitual fire alarms at the premises. The owner shall have the burden of showing that adequate corrective action has been taken by making a request for reconnection.

(5) The owner shall be responsible for all inspection and/or testing fees and costs incurred in determining whether the fire alarm system is ready for reactivation. The enforcement official shall not authorize or approve of reconnection until the owner has paid such fees and costs in full.

(6) Follow service of an Order to Disconnect, reconnection of a fire alarm system shall be pursuant to an Authorization to Reconnect issued by the enforcement official.

3-7-8. Fire watch.

(1) In the event the enforcement official orders a fire watch instituted as a result of a fire alarm system being disconnected, pursuant to an Order to Disconnect, such a fire watch may be at the following levels or may provide specific fire watch requirements at the discretion of the enforcement official:

(A) Level I: Continuous monitoring of the premises for signs of smoke or fire for purposes of notifying the fire department. This may be effectively carried out through one or more approved employees of the building owner, security guards, or fire department personnel, at the discretion of the enforcement official.

(B) Level II: Continuous monitoring of the premises for signs of smoke or fire for the purpose of notifying the fire department and assisting with evacuation. This may be effectively carried out through one or more approved employees of the building owner, security guards, or fire department personnel, in the discretion of the enforcement official. These individuals must be familiar with the exiting fire alarm systems, fire protection systems, fire suppression systems, water systems, and evacuation plans relative to

the premises.

(C) Level III: Continuous monitoring of the premises for signs of smoke or fire for the purpose of notifying the fire department, assisting with evacuation, and fire extinguishment/hazard mitigation. One or more fire department personnel shall be required, and an emergency action plan may also be required, in the discretion of the enforcement official.

(2) The owner shall be responsible for paying all fees and costs associated with establishing a fire watch.

3-7-9. Appeals.

(1) An owner may appeal any of the following to the enforcement official:

(A) a Notice of Repeated False Alarms;

(B) an Order to Disconnect;

(C) the refusal to issue an Authorization to Reconnect;

(D) the costs associated with an Authorization to Reconnect or a fire watch.

(2) All appeals shall be in writing and shall set forth the reasons for the appeal.

(3) All appeals shall be filed with the City Recorder within 10 days of service of the Notice or Order being appealed. Appeals filed after this deadline are untimely and shall not be heard.

(4) All appeals shall be accompanied with the payment of an appeal fee as set forth in the Tooele City fee schedule. Appeal fees will be returned to the owner if the Notice or Order being appealed is not upheld on appeal.

(5) The appeal of a Notice of Repeated False Alarms stays the assessment of fees until the enforcement official makes a final written decision upholding the Notice. The appeal of an Order to Disconnect stays the requirement to disconnect until the enforcement official makes a final written decision upholding the Order.

(6) An appeal decision of the enforcement officer may be appealed, with 10 days of service of the decision, to the Administrative Hearing Officer pursuant to Chapter 1-28 of this Code. Appeals filed after the appeal deadline are untimely and shall not be heard.

3-7-10. Collection of fees and costs.

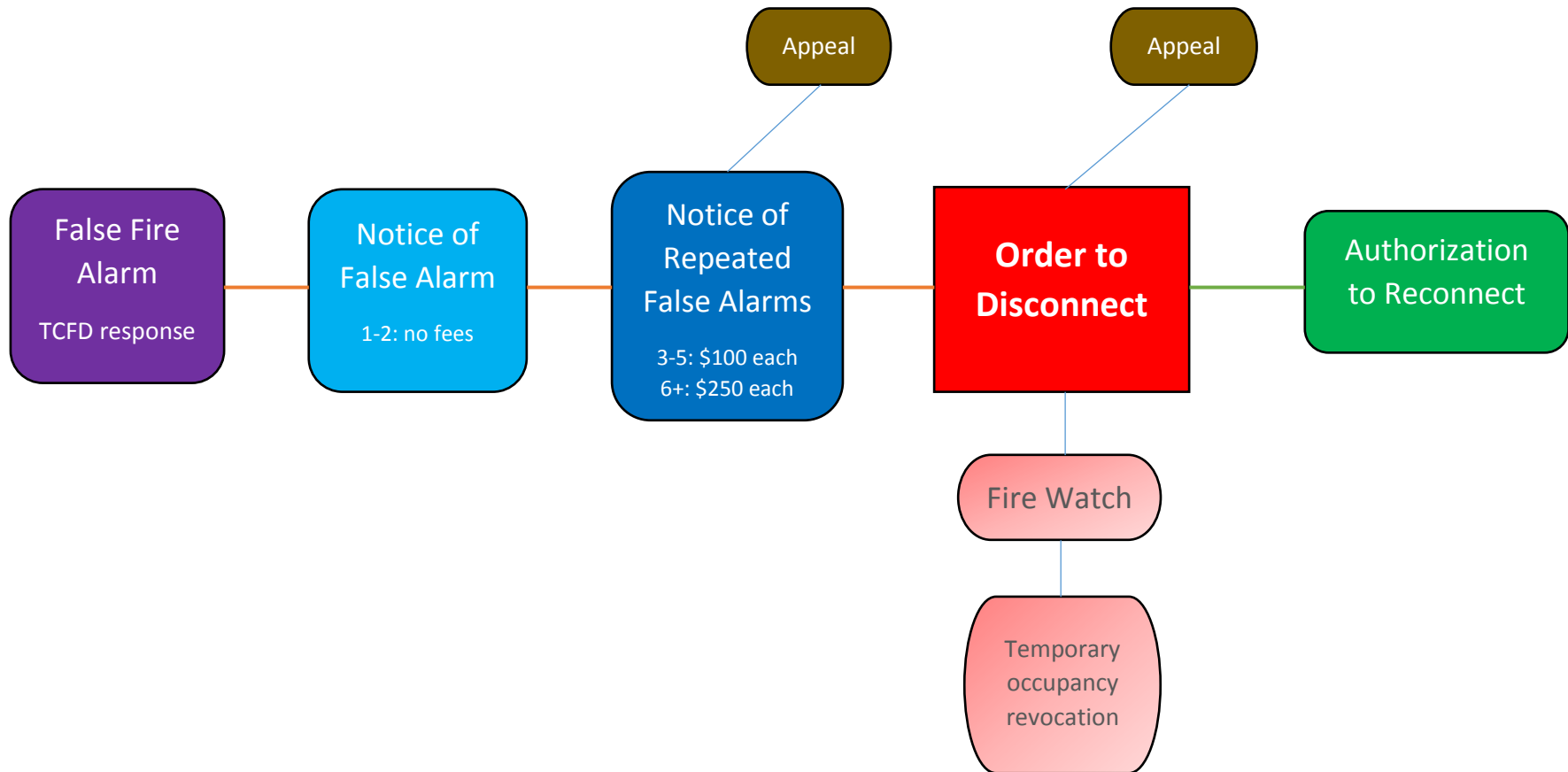
Tooele City is authorized to use all lawful means to collect fees, costs, penalties, and interest assessed under this Chapter, including requiring payment through the City utility bill.

3-7-11. Government immunity.

The inspection of fire alarm systems, the establishment of fire watches, or any other action provided for in this Chapter is not intended to, nor will

it, create a contract, duty, or obligation, either expressed or implied, of fire department response, nor create a special relationship between an owner and the fire department. Any and all liability and damages resulting from the failure to respond to a notification or to take any other action as provided for herein is hereby disclaimed, and governmental immunity as provided by law is hereby retained. Tooele City, its officers, employees, and agents, shall not assume any duty or responsibility for the installation, operation, repair, effectiveness, or maintenance of any fire alarm system or the maintenance of a fire watch, those duties or responsibilities belonging solely to the owner of the premises.

TCC Chapter 3-7: Fire Alarms
Implementation Flow Chart



Notice of False Alarm

Date of Notice:

Case #:

Premises Parcel #:

Premises Owner:

Address of Premises:

Owner Address of Record:

Dates	Description of Fire Department Responses to False or Nuisance Alarms

Notice to Correct: The Owner is hereby notified of the false or nuisance fire alarms described above and of the requirement to correct the causes of the alarms.

Notice of Fees: The first and second responses by the Tooele City Fire Department in a 365-day period to false or nuisance fire alarms at the Premises will not result in the assessment of fees. However, additional responses during a 365-day period will result in a Notice of Repeated False Alarms and the assessment of fees. For **3-5** false or nuisance alarms in a 365-day period, the fee will be **\$100** for each fire department response. For **6 or more** false or nuisance alarms in a 365-day period (Habitual Fire Alarms), the fee will be **\$250** for each fire department response.

Fee Assessment under this Notice: (\$0)

Order to Disconnect: Habitual Fire Alarms may result in an Order to Disconnect the fire alarm system on the Premises, which will also result in the temporary revocation of the occupancy permit for the Premises.

Appeal: This Notice is not appealable.

Enforcement Official name:

Enforcement Official email:

Notice of Repeated False Alarms

Date of Notice:
 Case #:
 Premises Parcel #:
 Premises Owner:
 Address of Premises:
 Owner Address of Record:

Notice Summary

Dates	Description of Fire Department Responses to False or Nuisance Alarms

Notice of Fees: The first and second responses by the Tooele City Fire Department in a 365-day period to false or nuisance fire alarms at the Premises will not result in the assessment of fees. However, additional responses during a 365-day period will result in a Notice of Repeated False Alarms and the assessment of fees. For **3-5** false or nuisance alarms in a 365-day period, the fee will be **\$100** for each fire department response. For **6 or more** false or nuisance alarms in a 365-day period (Habitual Fire Alarms), the fee will be **\$250** for each fire department response.

Fee Assessment under this Notice: (\$_____)

Order to Disconnect: Habitual Fire Alarms may result in an Order to Disconnect the Fire Alarm System on the Premises, which will also result in the temporary revocation of the occupancy permit for the Premises.

Appeal: The Owner may appeal this Notice to the Fire Chief or designee by filing a written appeal with the Tooele City Recorder within 13 days after this Notice is mailed. The appeal must state the reasons for the appeal. Appeals filed after the 13 days are untimely and shall not be heard.

Enforcement Official name:
 Enforcement Official email:

Order to Disconnect

Date of Order:
Case #:
Premises Parcel #:
Premises Owner:
Address of Premises:
Owner Address of Record:

Summary of Findings

Dates	Findings Regarding Habitual Fire Alarms and Requiring Disconnection

Order to Disconnect. As a result of Habitual Fire Alarms (6 or more false or nuisance fire alarms in any 365-day period), detailed above, the Owner is hereby ordered to disconnect or deactivate the Fire Alarm System at the above-referenced Premises no later than 5:00 p.m. on _____ [date].

Fire Watch. The Premises is hereby declared under Fire Watch, the requirements of which shall be established by the Enforcement Official. The Premises will remain under Fire Watch until the Fire Alarm System has been returned to service pursuant to an Authorization to Reconnect.

Occupancy Permit Suspended. Notice is hereby given that the occupancy permit for the Premises is hereby temporarily suspended for so long as the Premises is under Fire Watch and until all outstanding repairs are made to the Fire Alarm System necessary for its reactivation.

Order to Vacate. The Owner is hereby ordered to vacate the Premises of employees and patrons until such time as an Authorization to Reconnect is issued by the Enforcement Official. An Authorization to Reconnect may be issued only upon a finding by the Enforcement Official that the Owner of the Premises has taken all necessary corrective action to remedy the cause of the Habitual Fire Alarms at the Premises. The Owner shall have the burden of showing that adequate corrective action has been taken by making a request for reactivation. The Premises may not be occupied until the issuance by the Enforcement Official of an Authorization to Reconnect.

Fees and Costs: The Owner shall be responsible for any inspection and/or testing fees and costs in determining whether a Fire Alarm System is ready for reactivation. The Owner shall also be responsible for any costs associated with the Fire Watch. Such fees and costs shall be detailed in the Authorization to Reconnect. An Authorization to Reconnect shall not be issued until such fees and costs are paid in full.

Appeal: The Owner may appeal this Order to Disconnect to the Fire Chief or designee by filing a written appeal with the Tooele City Recorder within 10 days after the Order is served in person or within 13 days after the Order is mailed. The appeal must state the reasons for the appeal. Appeals filed after these deadlines are untimely and shall not be heard.

Enforcement Official name: _____

Enforcement Official email: _____

Fire Watch

Date:

Case #:

Premises Parcel #:

Premises Owner:

Address of Premises:

Owner Address of Record:

Fire Watch Level (check one):

- Level 1**
- Level 2**
- Level 3**

The Tooele City Fire Department hereby institutes a Fire Watch for the Premises as determined by the Enforcement Official, based on the findings of the Order to Disconnect dated _____.

Fire Watch Requirements

Fire Watch Requirements	Compliance Deadline

Enforcement Official name: _____

Enforcement Official email: _____

Authorization to Reconnect

Date of Authorization:
Case #:
Premises Parcel #:
Premises Owner:
Address of Premises:
Owner Address of Record:

Summary of Findings

Dates	Findings Regarding Repairs to Fire Alarm System Allowing its Reconnection

In light of the above-described findings regarding repairs made to the Fire Alarm System on the Premises, the Owner is hereby authorized to reconnect the Fire Alarm System and to occupy the Premises.

Fees and Costs: The Owner shall be responsible for the following inspection, testing, and other fees and costs in determining whether the Fire Alarm System was ready for reactivation, and associated with the Fire Watch. This Authorization to Reconnect shall not be issued until such fees and costs are paid in full.

Dates	Fees and Costs: Inspections, Testing, Fire Watch, Etc.

Appeal: The Owner may appeal the Fees and Costs detailed in this Authorization to Reconnect to the Fire Chief or designee by filing a written appeal with the Tooele City Recorder within 10 days after the Authorization is served in person or within 13 days after the Authorization is mailed. The appeal must state the reasons for the appeal. Appeals filed after these deadlines are untimely and shall not be heard.

Enforcement Official name: _____
Enforcement Official email: _____

CHAPTER 4. ABATEMENT OF NUISANCES

- 8-4-1. Purpose.
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8-4-1. Purpose.

The purposes of this Chapter include the protection of the public health, safety, and general welfare, and the implementation of City policies to promote the neat and orderly appearance of Tooele City.

(Ord. 2014-13, 10-15-2014) (Ord. 2006-08, 03-01-2006)
(Ord. 2004-22, 12-15-2004) (Ord. 1994-52, 10-25-1994)

8-4-2. Declaration regarding nuisances.

It is hereby declared that weeds, motor vehicles, objects, structures, graffiti, and certain conditions constitute a nuisance when they create a fire hazard, a source of contamination or pollution of water, air, or land, a threat to human health or safety, a breeding place or habitation for insects or rodents or other pests or vermin, or are unsightly, malodorous, or deleterious.

(Ord. 2014-13, 10-15-2014) (Ord. 2006-08, 03-01-2006)
(Ord. 2004-22, 12-15-2004)

8-4-3. Definitions.

“Abandoned motor vehicle” means any motor vehicle which displays common indicia of abandonment.

“Abate” meant to effectuate an abatement.

“Abatement” means any action or proceeding commenced or pursued by the City to remove, alleviate, or correct a nuisance or other violation of this Chapter.

“Abatement period” means the 14-day period, beginning upon service of a notice of violation, within which abatement by a responsible person is required to be completed.

“Administrative hearing officer” means an administrative hearing officer appointed under Chapter 1-

28 of this Code.

“Association” means any business entity, including, without limitation, corporation, partnership, company, business, but not an individual.

“Code enforcement order” means an order issued by an administrative hearing officer in the context of an abatement commenced pursuant to this Chapter.

“Code enforcement performance bond” means a cash bond required by an administrative hearing officer and posted by a responsible person to gain compliance with this Chapter or with a code enforcement order.

“Code enforcement tax lien” means a lien recorded with the Tooele County Recorder and County Treasurer to facilitate the collection of all abatement-related costs, including monetary penalties, administrative fees, filing fees, and other reasonable and related costs.

“Department” means the Tooele City Community Development Department.

“Developed land” means real property, whether subdivided or not, upon which is built one or more buildings.

“Director” means the director of the Tooele City Community Development Department.

“Good cause” means incapacitating illness or accident, death of a parent, sibling, or child, lack of proper notice, or unavailability due to unavoidable and non-preventable emergency or circumstance.

“Graffiti” means any unauthorized inscription, word, figure, painting, or other defacement that is written, marked, etched, scratched, sprayed, drawn, painted, or engraved on or otherwise affixed to any surface of public or private property by any implement or material.

“Imminent hazard” means any condition that creates a present and immediate danger to the public health, safety, or welfare.

“Inoperable motor vehicle” means any motor vehicle which is mechanically not functionable for a period of over 30 days. The 30-day period may be extended by the Community Development Director for a maximum of 6 months upon proof by the owner of ongoing restoration.

“Junked motor vehicle” means a motor vehicle which has outlived its usefulness in its original form and which is commonly gathered up and sold to be converted into another product, either of the same or of a different kind, or as scrap.

“Monetary penalty” means the civil fines accrued for failure to complete an abatement. Monetary penalty does not include appeal filing fees, reinspection fees, or abatement costs.

“Motor vehicle” means any motorized vehicle which initially was designed or constructed to be self-propelled. The term “motor vehicle” includes, without limitation, automobiles, motorcycles, and heavy equipment.

“Notice of compliance” means a document issued by the City confirming that a responsible person has abated the nuisance and corrected the violations set out in a notice of violation, paid all fees, penalties, and costs associated with the notice of violation, and otherwise has fully complied with the requirements of this Chapter, all as determined by an officer.

“Notice of violation” means a document prepared and issued by an Officer that informs a responsible person of a nuisance or other violation of this Chapter, and that contains an order to abate the nuisance or correct the violation.

“Nuisance” means anything offensive or obnoxious to the health, safety, or welfare of the inhabitants of the City; or any act or thing repugnant to, creating a hazard to, or having a detrimental effect on the property of another person or to the community, and includes, but is not limited to, the following:

(a) A nuisance or public nuisance as defined by Utah law.;

(b) ~~j~~Junked, wrecked, ~~unlicensed~~, abandoned, or inoperable motor vehicles not kept as provided in this Chapter.

(c) Any attractive nuisance which may prove detrimental to children, whether in a building, on the premises of a building, or upon ~~undeveloped or unimproved land~~ ~~an unoccupied lot~~. This includes any abandoned wells, shacks, basements, or excavations; abandoned refrigerators; ~~or~~ any structurally unsound fences or structures; or any lumber, trash, fences, debris, or vegetation which may prove a hazard for inquisitive minors.

(d) Whatever is dangerous or detrimental to human life or health as determined according to the ordinances of Tooele City or Tooele County.

(e) Overcrowding a room with occupants so as to exceed the weight-carrying capabilities of the structure as determined by the Building Official, based upon the International Building Code or International Fire Code specifications for a similar structure.

(f) Insufficient ventilation or illumination as determined by the requirements of the International Mechanical Code.

(g) Inadequate or unsanitary sewage or plumbing facilities as determined by the International Plumbing Code.

(h) Uncleanliness as determined according to the ordinances of Tooele City or Tooele County.

(i) Whatever renders air, food, or drink unwholesome or detrimental to the health of human beings as determined according to the ordinances of Tooele City or Tooele County.

(j) To conduct any business of bone crushing or the making of glue or the manufacturing process involving the carcasses of dead animals or parts thereof in a manner that the odor or activities are obvious to 3 or more persons within 50 feet of the premises upon which the activity is conducted.

(k) To allow snow, ice, hail, or sleet to accumulate on any paved sidewalk abutting the property of any owner, occupant, or lessor, or to place or propel, or cause to be placed or propelled, snow, ice, or hail in the public way or in any manner which poses a hazard to vehicular or pedestrian traffic.

(l) To allow any lot or excavation to become the repository of stagnant water or decaying or offensive substances.

(m) To allow the growth of weeds or other offensive, noxious, ~~hazardous~~, or undesirable vegetation upon property.

(n) To allow the existence of refuse or unsightly or deleterious objects, structures, or mechanical devices upon property.

(o) Graffiti upon any real property or appurtenant or accessory structures or fixtures.

“Officer” means Administrative Code Enforcement Officer and Ordinance Compliance Officer.

“Responsible person” means any property owner, occupant, or other person or association with control over property who allows, permits, causes, or maintains a nuisance or a violation of this Chapter to exist upon the property owned, occupied, or controlled. Use of the singular “person” in this Chapter includes the plural “persons.”

“Undeveloped land” means real property that is subdivided into one or more building lots or parcels of record ~~which to the extent that they~~ are not built upon.

“Unimproved land” means real property that is not built upon with a primary structure.

~~“Unlicensed motor vehicle” means any motor vehicle which is not currently registered or licensed by the State of Utah, but does not include vehicles exempt from registration under Utah law, provided that such exempt vehicle is operable.~~

“Violation” means any violation of this Chapter.

“Wrecked motor vehicle” means a motor vehicle which has been destroyed, disabled, or seriously damaged. (Ord 2017-17, 06-21-2017) (Ord. 2014-13, 10-15-2014) (Ord. 2006-08, 03-01-2006) (Ord. 2004-22, 12-15-2004) (Ord. 1994-52, 10-25-1994)

8-4-4. Nuisances and other unlawful conditions.

(1) It shall be unlawful for any person or association owning, occupying, or otherwise exercising control over real property in Tooele City to allow, permit, cause, or maintain a nuisance, including any of the following:

(a) weeds and/or grass in excess of 6 inches in height located:

(i) in the public right-of-way between the property line and the edge of street pavement;

(ii) on any land less than 5 acres in size; or,

(iii) within 30 feet of the property line of any land of 5 or more acres in size ;

(b) the accumulation of garbage, refuse, or unsightly or deleterious objects or structures upon real property, unless contained in connection with an association lawfully situated and licensed for the same;

(c) junked, wrecked, ~~unlicensed~~, or inoperable motor vehicles upon real property, for longer than 72 hours, except that up to 2 such vehicles or parts thereof may be stored within an enclosed building or completely screened by a sight-obscuring fence.;

(d) abandoned motor vehicles;

(e) any other unsightly or deleterious condition that gives rise to a threat to human health or safety; and,

(f) the failure, by any person owning, occupying, or exercising control over any real property

within the City, to remove graffiti from the property within 15 days after the graffiti appears on the property.

(2) Automobile impound yards and wrecking yards, which are lawfully established, licensed, and operated within the City, are not a nuisance under this Chapter if the yards are completely screened by a sight-obscuring fence and are compliant with all Tooele City conditional use permit, site plan, building permit, and other City requirements.

(Ord. 2017-17, 06-21-2017) (Ord. 2014-13, 10-15-2014) (Ord. 2014-04, 02-05-2014) (Ord. 2006-08, 03-01-2006) (Ord. 2004-22, 12-15-2004) (Ord. 1994-52, 10-25-1994)

8-4-5. General enforcement authority.

(1) Officer. An officer has the authority to abate and to gain compliance with the provisions of this Chapter upon finding that a violation of this Chapter exists. An Officer may commence administrative or criminal investigation procedures, commence administrative enforcement procedures, issue notices of violation and notices of compliance, inspect public and private property, and abate nuisances upon public and private property

(2) Police Department. A Tooele City peace officer has the same authority as an officer, and is further authorized to commence criminal enforcement procedures, including citation and arrest.

(3) Discretion. The City has the sole discretion in commencing or pursuing abatement and to otherwise gain compliance with this Chapter. Nothing shall require an Officer or a peace officer to commence or pursue an abatement or other action to gain compliance with this Chapter. The City recognizes the principle of prosecutorial discretion in the context of this Chapter.

(4) Inspection. Any ~~Officer~~ officer or peace officer ~~has~~ have authority to enter upon property and premises to perform inspections, examinations, and surveys as may be necessary to gain compliance with this Chapter, including the taking of photographs, samples, or other physical evidence. All inspections, examinations, and surveys requiring entry onto private property or premises shall be accompanied by a warrant, be done in a reasonable manner, and be based upon probable cause. However, no warrant shall be required where a responsible person's consent is voluntarily given, or where the inspection, examination, or survey is conducted from a public right-of-way or from another property whose owner or occupant has given voluntary consent to enter.

(Ord. 2014-13, 10-15-2014) (Ord. 2004-22, 12-15-2004) (Ord. 1994-52, 10-25-1994)

8-4-6. Criminal penalties.

(1) In addition to other penalties provided in this Chapter, the following shall be a class B misdemeanor criminal offense:

- (a) any violation of this Chapter;
- (b) any violation of a code enforcement order;

and,

(c) any failure to remedy a violation described in a notice of violation.

(2) An individual person convicted of a criminal

offense shall be sentenced to pay a fine up to \$1000. An association convicted of a criminal offense shall be sentenced to pay a fine up to \$5,000.

(3) Restitution. In addition to any fines imposed, any individual or association convicted of a criminal offense shall pay to the City restitution for all expenses incurred by the City to abate the nuisance or to correct the violation for which the individual or association was charged.

(4) Each and every day that a violation of this Chapter continues after being charged, by criminal citation or Information, shall constitute a separate criminal offense. Penalties for separate criminal offenses may be imposed consecutively.

(5) A criminal prosecution brought under this Chapter is not an exclusive remedy and shall not preclude the City from commencing and pursuing an administrative proceeding to abate a nuisance or to correct a violation of this Chapter.

(Ord. 2014-13, 10-15-2014) (Ord. 2004-22, 12-15-2004) (Ord. 1994-52, 10-25-1994)

8-4-7. Civil Penalties. (Repealed.)

(Ord. 2014-13, 10-15-2014)

8-4-8. Nuisance abatement. (Repealed.)

(Ord. 2014-13, 10-15-2014)

8-4-9. Notice of violation: content, extension.

(1) An abatement is commenced by the issuance and service of a notice of violation.

(2) Content. A notice of violation shall indicate the following:

(a) the nature of the nuisance or other violation of this Chapter;

(b) the street address and parcel number for the property upon which the nuisance or violation exists;

(c) the name of the property owner of record according to the records of the Tooele County Recorder;

(d) the date of the nuisance or violation;

(e) the penalties associated with the nuisance or violation;

(f) the abatement required;

(g) the abatement period;

(h) the contact information for the ~~Officer~~ officer with whom the notice of violation may be discussed;

(i) the procedure for obtaining a notice of compliance; and,

(j) the procedure for filing an appeal.

(3) Extension. A responsible person may request a 14-day extension of the abatement period by submitting a written request to the Department during the abatement period. An approved extension shall result in an amended notice of violation which establishes a new abatement period. An extension request shall state and affirm the following:

(a) the responsible person understands that the extension is conditioned upon the responsible person's waiver of the right to appeal the notice of violation;

(b) the responsible person is actively engaged in

the abatement required by the notice of violation; and,

(c) the responsible person is unable to complete abatement during the abatement period due to circumstances that are unusual, extraordinary, or outside the responsible person's control.

(Ord. 2014-13, 10-15-2014)

8-4-10. Notice of violation: service.

(1) A notice of violation shall be served by one or more of the following methods:

(a) regular mail, first-class postage prepaid, to both:

(i) the last known address of a responsible person as found in the records of the Tooele County Recorder; and,

(ii) the address of the property subject to the notice of violation; or,

(b) certified U.S. mail, return receipt requested, to the last known address of a responsible person, as found in the records of the Tooele County Recorder; or,

(c) personal delivery to a responsible person; or,

(d) posting of the notice of violation upon the property or premises which is the subject of the notice of violation.

(2) Service by regular mail shall be deemed made on the third day after the date of mailing.

(Ord. 2014-13, 10-15-2014)

8-4-11. Notice of violation: penalties.

(1) The monetary penalties associated with abatement shall be established by resolution of the Tooele City Council.

(2) The monetary penalties associated with a notice of violation shall accrue daily until the earlier of the following occurs:

(a) the abatement period ends; or,

(b) a notice of compliance is issued by an officer; or, or until

(c) a code enforcement order halting, modifying, or suspending the penalties is issued.

(3) Accrued monetary penalties (but not abatement costs) associated with a notice of violation shall be suspended upon:

(a) the responsible person causing the nuisance or other violation described in the notice of violation to be corrected during the abatement period or amended abatement period;

(b) the responsible person requesting an inspection from the City during the abatement period; and,

(c) a notice of compliance being issued in response to the request for inspection.

(4) The suspension of monetary penalties associated with a notice of violation shall continue and become permanent if during the 12 months immediately following the date of the notice of compliance there is no recurrence of substantially the same nuisance or violation.

(5) If a responsible person fails to correct the nuisance or violation described in a notice of violation during the abatement period, or if the responsible person

commits or allows substantially the same nuisance or violation to occur during the 12 months immediately following the date of a notice of compliance, all monetary penalties that began to accrue daily on the date of the original notice of violation shall be owed in full to the City ~~and shall continue to accrue for each and every subsequent day of continuing violation.~~

(6) In the event of multiple responsible persons associated with a notice of violation, default judgment, or code enforcement order, all responsible persons shall be jointly and severally liable for abatement, for compliance with any orders, and for payment of any monetary penalties and costs.

(Ord. 2014-13, 10-15-2014)

8-4-12. Notice of violation: appeal.

(1) A responsible person served with a notice of violation may appeal to the administrative hearing officer.

(2) A code enforcement order that upholds some but not all of the violations described in a notice of violation shall have the effect of amending the notice of violation and resetting the date of the notice of violation and the abatement period.

(3) An amended notice of violation that is amended by order or decision of the administrative hearing officer is a code enforcement order and is not administratively appealable to the administrative hearing officer.

(Ord. 2014-13, 10-15-2014)

8-4-13. Notice of violation: default judgment.

(1) A responsible person who fails to request a compliance inspection during the abatement period and who does not timely appeal the notice of violation is deemed to have waived any administrative appeal rights associated with a notice of violation and shall be subject to the entry of default judgment upholding the notice of violation. The default judgment shall direct the abatement and impose the monetary penalty, fees, and costs associated therewith.

(2) A default judgment shall be issued by the administrative hearing officer upon officer affidavit that a responsible person both failed to request a timely compliance inspection and failed to make a timely appeal.

(3) A copy of a signed default judgment shall be served on all affected responsible persons by any method of service allowed for a notice of violation.

(4) A responsible person adversely affected by a default judgment may appeal the default judgment to the administrative hearing officer. The administrative hearing officer may set aside a default judgment only upon a written finding of good cause shown by the appealing responsible person.

(5) Following the issuance of a default judgment and the failure to timely appeal the default judgment, or following the issuance of a code enforcement order upholding the default judgment, the City may forthwith proceed to abate the nuisance or violation described in the default judgment, and may forthwith proceed to collect all accrued monetary penalties and costs associated with the

abatement.
(Ord. 2014-13, 10-15-2014)

8-4-14. Notice of compliance.

(1) It shall be the duty of a responsible person **serviced** with a notice of violation to request a City compliance inspection when the described nuisance or violation has been abated.

(2) It is prima facie evidence that the nuisance or violation is continuing if no compliance inspection is requested.

(3) The City shall perform the requested compliance inspection. If the **Officer** finds that the nuisance or violation for which the notice of violation was issued has been abated fully, the **Officer** shall issue a notice of compliance to the responsible person requesting the compliance inspection.

(4) A notice of compliance shall be deemed effective upon the day of the inspection that determined **full fully** compliance. No further monetary penalties shall accrue after this date unless the same or a similar nuisance or violation occurs within the 12 months immediately following the notice of compliance.

(5) If, following a request for compliance inspection, the City declines to issue a notice of compliance, it remains the duty of the responsible person to request a reinspection once further abatement is completed.

(6) The first compliance inspection shall not require the payment of a fee. All reinspections shall require the payment of a fee established by the City Council.

(7) If the City declines to issue a notice of compliance, it shall provide a written explanation to the responsible party requesting the compliance inspection.

(8) A responsible person may appeal the denial of a notice of compliance to the administrative hearing officer.

(9) A request for compliance inspection or reinspection shall toll the **abatement period and the** accrual of monetary penalties until the issuance of written reasons for the denial of a notice of compliance or until the occurrence of substantially the same **of** nuisance or violation within the 12 months immediately following the notice of violation.

(Ord. 2014-13, 10-15-2014)

8-4-15. Code enforcement order: authority.

In addition to the authority granted under Chapter 1-28 of this Code, the administrative hearing officer shall have authority to do the following:

(1) upon appeal, to uphold, modify, or reject a notice of violation, and to issue a code enforcement order to that effect;

(2) upon appeal, to uphold, modify, or reject a notice of compliance, and to issue a code enforcement order to that effect;

(3) upon **Officer** affidavit, to issue a default judgment;

(4) upon appeal, to uphold, modify, or reject a default judgment, and to issue a code enforcement order to that effect;

(5) upon appeal, to uphold, modify, suspend,

dismiss, or order the payment of monetary penalties associated with a notice of violation, and to issue a code enforcement order to that effect;

(6) upon appeal, to establish a payment plan for payment of monetary penalties associated with a notice of violation, and to issue a code enforcement order to that effect;

(7) to make written findings of fact and conclusions of law associated with a code enforcement order;

(8) to issue a code enforcement order requiring a responsible person to post a cash code enforcement performance bond and to sign an associated bond agreement prepared by the City Attorney;

(9) to issue a code enforcement order for the return of the cash code enforcement performance bond to the posting responsible person;

(10) to incorporate a stipulation agreement into a code enforcement order;

(11) to declare a code enforcement tax lien **released and/or** fully satisfied, and to issue a code enforcement order to that effect; and,

(12) to issue any other lawful code enforcement order regarding any aspect of abatement.

(Ord. 2014-13, 10-15-2014)

8-4-16. Code enforcement order: enforcement.

The City may use all lawful means to enforce a code enforcement order, including a default judgment, and to recover all costs associated with such enforcement.

(Ord. 2014-13, 10-15-2014)

8-4-17. Code enforcement order: appeal.

A responsible person subject to a code enforcement order may appeal to a court in the manner provided in Chapter 1-28 of this Code.

(Ord. 2014-13, 10-15-2014)

8-4-18. Stipulation agreement.

The City may enter into a stipulation agreement with a responsible person to resolve a notice of violation. A signed stipulation agreement shall be delivered to the administrative hearing officer, who shall issue a code enforcement order incorporating the stipulation agreement. By entering into a stipulation agreement, a responsible person waives all administrative and judicial appeals associated with the notice of violation.

(Ord. 2014-13, 10-15-2014)

8-4-19. Recordation.

(1) If a nuisance or violation continues to exist after the abatement period, and the notice of violation has not been appealed, an **Officer** may record the notice of violation, together with any default judgment and code enforcement order, with the office of the Tooele County Recorder. This recordation is not a lien against property, but a notice concerning any continuing nuisance or violation found upon the property.

(2) If a notice of compliance or code enforcement order finding compliance is issued after a notice of violation, default judgment, or code enforcement order

has been recorded, the Officer shall cause the notice of compliance or code enforcement order finding compliance to be recorded with the office of the Tooele County Recorder. This recordation shall have the effect of updating and nullifying a previously recorded notice of violation, default judgment, or code enforcement order to which it relates.

(3) Notice of any recordation shall be served upon the owners of the real property against which a recordation has been made. The failure to serve such notice shall not be grounds to void the recordation. (Ord. 2014-13, 10-15-2014)

8-4-20. Withholding permits; appeal.

(1) During the pendency of any unresolved notice of violation or code enforcement order, the City may withhold from a responsible person subject to the notice or order any permit, license, or land use approval associated with the property upon which the nuisance or violation of this Chapter continues. The withholding shall continue until the issuance of a notice of compliance or code enforcement order finding compliance.

(2) The withholding of a permit, license, or land use approval pursuant to authority of this Section may be appealed to the administrative hearing officer. (Ord. 2014-13, 10-15-2014)

8-4-21. Abatement: emergency.

(1) The City is authorized to summarily abate an imminent hazard.

(2) Whenever an Officer and the Director determine that an imminent hazard exists, the Officer may issue an emergency order directing one or more of the following actions:

(a) order the immediate vacation of any owners, tenants, and occupants, and prohibit occupancy until all imminent hazards have been abated;

(b) post the property or premises as unsafe, substandard, or dangerous;

(c) board, fence, and otherwise secure any property or premises;

(d) raze, grade, and otherwise remove structures and objects on the property to the extent necessary to remove any imminent hazard;

(e) make emergency repairs;

(f) cut and remove weeds, grass, and other vegetation as necessary to mitigate an imminent fire hazard due to vegetation height, concentration, dryness, or other combustibility factors; and,

(g) take any other reasonable action to eliminate an imminent hazard or to protect the public from an imminent hazard.

(3) A notice of violation shall be served upon a responsible person associated with an imminent hazard. The notice shall describe the nature of the imminent hazard. Service is not required prior to taking steps to abate an imminent hazard.

(4) City personnel and agents may enter property or premises without a warrant to the extent necessary to abate an imminent hazard.

(5) The City shall pursue only the minimum level of abatement necessary to abate an imminent hazard under this Section. Once an imminent hazard is abated sufficiently to constitute a nuisance or violation that is not an imminent hazard, the City shall follow the procedures of this Chapter for non-emergency abatement.

(6) A responsible person shall be liable for all costs associated with the abatement of an imminent hazard.

(7) Promptly after an emergency abatement, an Officer shall notify a responsible person of the abatement actions taken, the itemized costs for those actions, and the location of any seized and removed personal property.

(8) A responsible person may appeal the costs of an emergency abatement to the administrative hearing officer.

(Ord 2017-17, 06-21-2017) (Ord. 2014-13, 10-15-2014)

8-4-22. Abatement: non-emergency.

(1) If a responsible person fails to abate a nuisance or violation within the abatement period or within the deadline established in a code enforcement order, the City is authorized to abate the nuisance or violation.

(2) The City and its agents have authority to enter upon any property or premises as may be necessary to abate a nuisance or violation. Such entry onto a private property or premises shall be accompanied by a warrant, be done in a reasonable manner, and be based upon probable cause. However, no warrant shall be required where a responsible person's consent is voluntarily given.

(3) A responsible person shall be liable for all costs associated with the abatement. If the City undertakes preparatory or other steps to perform an abatement, but the responsible person completes the abatement before the City begins or completes the abatement, the responsible person shall remain responsible for the City's preparatory and other costs.

(4) Promptly after an abatement, an Officer shall notify a responsible person of the abatement actions taken, the itemized costs for those actions, and the location of any seized and removed personal property.

(5) A responsible person may appeal the costs of an abatement to the administrative hearing officer.

(Ord. 2014-13, 10-15-2014)

8-4-23. Recovery of Fees and Costs.

(1) As provided in U.C.A. Sections 10-11-3 and -4, as amended, and after any established deadlines for the payment of monetary penalties and abatement-related fees and costs has passed, the Officer may file and record with the Tooele County Recorder and Treasurer a code enforcement tax lien and an itemized statement of all such penalties, fees, and costs.

(2) Upon full payment of all amounts owing under a code enforcement tax lien, or upon the entry of a code enforcement order or judicial order declaring the lien amount satisfied, the City shall file and record an appropriate notice of satisfaction and/or release of lien.

(3) The City may pursue all lawful means to recover all penalties, fees, and costs imposed or incurred pursuant

to this Chapter.
(Ord. 2014-13, 10-15-2014)

8-4-24. Abatement superfund.

There is hereby established a revolving fund, to be known as the abatement superfund, to defray ~~the~~ costs of ~~the~~ abatement. The abatement superfund shall be funded by monetary penalties, ~~filing fees, compliance~~ reinspection fees, ~~appeal fees~~, and other fees and costs collected pursuant to this Chapter.

(Ord. 2014-13, 10-15-2014)

TOOELE CITY CORPORATION

ORDINANCE 2017-32

AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE CHAPTER 8-4 TO MAKE TECHNICAL CORRECTIONS, CLARIFY SERVICE OF PROCESS, AND LIMIT MONETARY PENALTIES.

WHEREAS, on October 14, 2014, the City Council enacted Ordinance 2014-13, amending Tooele City Code Chapter 8-4 and enacting a new administrative program for the abatement of nuisances; and,

WHEREAS, questions have arisen about the methods used for service of process, and the City Administration recommends that service be allowed by several alternate methods, including first class mail to both the address of record and the property address, certified mail to the address of record, personal service, and the posting of the nuisance property (see City Administration recommendation attached as Exhibit A); and,

WHEREAS, questions have arisen about the length of time during which monetary penalties should accrue, and the City Administration recommends that monetary penalties should accrue only during the 14-day abatement period (see City Administration recommendation attached as Exhibit A); and,

WHEREAS, preparing an amendment to the City Code provides an opportunity to make technical corrections and updates, and the City Administration recommends that technical corrections and updates be made to Chapter 8-4 (see City Administration recommendation attached as Exhibit A); and,

WHEREAS, the proposed amendments to Chapter 8-4 will aid the City in the fair, impartial, and efficient enforcement of Tooele City's nuisance abatement laws and in the preservation of the public health, safety, aesthetic, and general welfare:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that the amendments to Tooele City Code Chapter 8-4 shown in Exhibit A are hereby enacted.

This Ordinance is necessary for the immediate preservation of the peace, health, safety, and welfare of Tooele City and its residents and businesses and shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Ordinance is passed by the Tooele City Council this ____ day of _____, 2017.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form:

Roger Evans Baker, City Attorney

Exhibit A

Proposed Amendments to TCC Chapter 8-4

(Current as of January 1, 2018)

RECORDS

Inspection of Records: No Charge

Copies of Records (black and white):

Size 8.5x11: \$1.00 each for the first 10 copies; \$0.10 per copy thereafter

Size 8.5x14: \$1.50 each for the first 10 copies; \$0.10 per copy thereafter

Size 11x17: \$2.00 each for the first 10 copies; \$0.25 per copy thereafter

Copies of Records (color):

Size 8.5x11: \$1.00 each

Size 8.5x14: \$1.50 each

Size 11x17: \$2.00 each

Scanned Records:

Where a person requests copies of large documents (e.g., plats), which the city can reasonably reproduce only by scanning and printing, the city shall charge \$5.00 per scan in addition to the copy fee. The City is not required to print larger than an 11x17 size.

Copy of CD: \$5.00

Copy of DVD: \$10.00

Copy of Audiotape: \$15.00

Copy of Videotape: \$20.00

Copy of Photograph: \$2.50

Copy of Vehicle Accident Report: \$5.00

Postage:

Where a person requests copies to be mailed, the person shall pay the metered cost of postage plus a \$1.00 material and handing fee.

Compilation:

Where a person requests records in a form other than that in which the records are maintained, the person shall pay a compilation fee of \$15.00 per hour after the first quarter hour, plus copy charges.

Redactions:

Where a requested record contains private, controlled, or protected information, but is otherwise a public record, the fee for redacted copies is twice the copy fee established above.

CEMETERY

	<u>Resident</u>	<u>Non-Resident</u>
Right to Burial:	\$500.00	\$900.00
Right to Burial (Sections 15-20)		
Flat Stone Sites:	\$500.00	\$900.00
Upright Stone Sites:	\$800.00	\$1,200.00
Right to Burial (Baby / Cremation):	\$200.00	\$300.00
Opening and Closing		
Regular Grave:	\$200.00	\$250.00
Baby Grave or Cremation:	\$150.00	\$200.00
Disinterment of Body:	\$1,000.00	\$1,000.00
Disinterment of Cremation:	\$90.00	\$90.00
Saturday Burial Fee:	\$300.00	\$400.00
After Hours Fee	\$200.00	\$200.00
Certificate Transfer:	\$30.00	\$30.00
Headstone Setting		
Flat or Flush Stones:	\$50.00	\$50.00
Upright Stones:	\$50.00	\$50.00

Buy Back Burial Rights:

City will pay the owner of the burial rights the original purchase price. If there is no proof of purchase price, the City will pay \$150.00 per space.

PARKS AND RECREATION

Impact Fees

Single-Family Residential: \$2,168.00 per unit
 (For purposes of this section, Single-Family Residential includes detached single family units and attached single-family units, including townhouses, condominiums and duplexes)

Multi-Family Residential: \$1,959.00 per unit
 (For purposes of this section, Multi-Family Residential means apartment buildings with three or more units per building)

The service area for purposes of the park and special purpose recreation facilities impact fee shall be the entire area within the corporate boundary of Tooele City Corporation.

Aquatic Center Fees (tax included)

Annual Passes

3 & Under	Free
Youth (4-12 yrs.)	\$105.00
Student (13-18 yrs.)	\$145.00
Adult (19-61 yrs.)	\$180.00
Senior (over 61 yrs.)	\$145.00
2-Person	\$290.00
Family	\$290.00 (2) + \$35/child (\$430 max)
One Parent	\$180.00 + \$35/child (\$320 max)

Daily Admissions

3 & Under	Free		
Child (4-12 yrs.)	\$2.50		
Student (13-18 yrs.)	\$3.00		
Adult (19-61 yrs.)	\$3.50		
Senior (over 61 yrs.)	\$3.00		
Group (10)	\$2.00 per person		
10 Punch Pass	Adult - \$28.00	Child - \$16.00	Student/Senior - \$22.00
20 Punch Pass	Adult - \$50.00	Child - \$28.00	Student/Senior - \$40.00

Military

Daily Admission	\$2.50
Family	\$180.00 + \$35/child (\$320 max)
10 Punch Pass	\$14.00
20 Punch Pass	\$25.00
Annual Pass	\$150.00

20 Punch Card	\$55.00
Senior Circle	
Daily Admission	\$3.00
10 Punch Card	\$25.00
20 Punch Card	\$50.00

Replacement Card Fee \$3.00

Golf Course (tax included)

Green Fees

Regular Green Fees: \$11.00 / 9 holes (weekday)*
 \$20.00 / 18 holes (weekday)*
 \$12.00 / 9 holes (weekend & holidays)*
 \$22.00 / 18 holes (weekend & holidays)*
 \$34.00 / 18 holes (weekend & holidays w/cart)*

Senior Green Fees: \$8.00 / 9 holes (weekday)*
 \$15.00 / 18 holes (weekday)*
 \$9.00 / 9 holes (weekend & holidays)*
 \$16.00 / 18 holes (weekend & holidays)*

Junior Green Fees: \$5.00 / 9 holes (weekday)*
 \$9.00 / 18 holes (weekday)*
 \$6.00 / 9 holes (weekend & holidays)*
 \$11.00 / 18 holes (weekend & holidays)*

Season Passes

10 Punch Passes:	Regular	\$80.00
	Senior	\$70.00
	Junior	\$40.00

20 Punch Passes:	Regular	\$140.00
	Senior	\$130.00
	Junior	\$75.00

Annual Passes	Regular	\$500.00
	Senior	\$400.00
	Junior	\$250.00
	Couples	\$750.00

Player Pass \$99.00

(up to 50% off green fees and range)

* \$1.00 discount for online reservation

- * Utilization and other promotions at the discretion of the golf professional
- * Weekday - Monday thru Thursday
- * Weekend - Friday thru Sunday

Family Golf Pass

Golf Course Pass Holders may add children to any pass available for \$100.00 per child (children 17 years of age and younger)

Other

Season Trail Fee:	\$225.00 (for existing) \$250.00 (for new)
Daily Trail Fee:	\$4.00 / 9 holes \$6.00 / 18 holes
Cart Storage Fees:	\$125.00 / gas \$150.00 / electric
Driving Range:	\$3.00 / small bucket \$5.00 / medium bucket \$7.00 / large bucket

Rentals

Cart:	\$6.00 per person / 9 holes \$12.00 per person / 18 holes
Clubs:	\$8.00 per person / 9 holes \$10.00 per person / 18 holes
Pull Cart:	\$3.00 per person / 9 holes \$3.00 per person / 18 holes

PARKS

Pavilion: Level One Park:	\$20.00 (½ day)	\$30.00 (full day)
Swimming Pool-Old Pavilion:		
Swimming Pool-New Pavilion:		
Pavilion: Level Two Park:	\$15.00 (½ day)	\$20.00 (full day)
England Acres		
Skyline Nature Park		
Pavilion: Level Three Park:	\$10.00 (½ day)	\$15.00 (full day)
Elton Park: Pavilion 1		
Elton Park: Pavilion 2		
Elton Park: Pavilion 3		
Rancho Park		
Settlers Park		
Copper Canyon Park		
Dow James		
Dow James Recreation Complex		
Health & Recreation:	\$5.00/person/reservation period (3 months)	
Community Event/Non-Profit:	\$10.00/hour, maximum \$50.00/day	
General/Business:	\$25.00/hour, maximum \$150.00/day	
Key Deposit:	\$50.00	
Special Events Permit Application Filing Fee:	\$50.00	

GARBAGE

Residential Garbage Pickup Fee:	\$11.00/month
includes one container rental	
Additional Container Rental:	\$5.50/month/container
Recycling Fee:	\$5.65/month/container

UTILITIES BILLINGS

Late Payment Charge:	1% per month of delinquent balance
Returned Check Charge:	\$20.00
Street Light Utility Fee:	\$2.00 per month per account

FIRE DEPARTMENT

Fireworks Permit Fee:	\$75.00
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Abatement of Title 3 and Fire Code Violations

Monetary Penalties:	\$100/day for up to 14 days: \$1,400 maximum
First Compliance Inspection Fee:	\$0
Compliance Re-Inspection Fee:	\$50 each
Administrative Appeal Fee:	\$150

False and Nuisance Fire Alarms

1-2 alarms in 1 year:	no charge
3-5 alarms in 1 year:	\$100 each
6 or more alarms in 1 year:	\$250 each
Late fees and interest:	see TCC Section 3-7-6
Authorization to Reconnect inspection fee:	\$50 per inspection
Fire watch costs:	actual costs
Appeal to Fire Department enforcement official:	\$50
Appeal to Administrative Hearing Officer:	\$150

POLICE DEPARTMENT

Bicycles

License	\$1.00
Photograph	\$2.00

Reports and Consultations

Police Report, Accident Report and Supplemental Forms	\$5.00
All Other Written Documents, Except Scale Diagrams (to be sold as a package)	\$25.00
Scale Diagram	\$100.00
Video Tape (each cassette)	\$100.00
Consultation with Police	Officer Double the officer's rate of compensation plus 40% for benefits plus \$0.31 per mile, both ways

Animals

Euthanasia	\$5.00
License	
Dogs	
Female	\$20.00
Male	\$20.00
Neutered	\$10.00
Dogs Declared Potentially Dangerous	\$50.00 in addition to the regular license fee
Cats	
Female	\$10.00
Male	\$10.00
Neutered	\$5.00
Late Fee	Double the regular amount
Replacement Tags	\$5.00

Impound

Dogs & Cats	
First Impound; Licensed	\$25.00
First Impound; Unlicensed	\$30.00
Second Impound; Licensed	\$30.00
Second Impound; Unlicensed	\$40.00
Subsequent Impound; Licensed	\$45.00
Subsequent Impound; Unlicensed	\$60.00
Livestock	
First Impound	\$45.00
Second Impound	\$50.00
Subsequent Impound	\$70.00

Boarding	
Dogs & Cats	\$6.00/Day
Livestock	\$25.00/Day
Vicious Animals	
Quarantine Fee	\$50.00
Kennel Fee	\$10.00/day

PUBLIC SAFETY

Impact Fee - Fire

Residential: \$200.59 per dwelling unit

Non-Residential: \$104.67 per 1,000 square-feet of building

- (ii) The service area for purposes of the public safety-fire impact fee shall be the entire area within the corporate boundary of Tooele City Corporation.
- (iii) Non-Standard Impact Fee. The City reserves the right under the Impact Fees Act to assess an adjusted impact fee that more closely matches the true impact that a building or land use will have upon the City's public safety fire facilities. This adjustment may result in a higher than normal impact fee if the City determines that a particular user may create a greater impact than what is standard for its land use. The formula for determining a non-standard public safety-fire impact fee is contained in the Public Safety Impact Fee Facilities Plan and Impact Fee Analysis (February 2012).

Impact Fee - Police

Residential: \$137.29 per dwelling unit

Commercial: \$120.65 per 1,000 square-feet of building

Industrial: \$9.67 per 1,000 square-feet of building

- (i) The service area for purposes of the public safety-police impact fee shall be the entire area within the corporate boundary of Tooele City Corporation.
- (ii) Non-Standard Impact Fee. The City reserves the right under the Impact Fees Act to assess an adjusted impact fee that more closely matches the true impact that a building or land use will have upon the City's public safety police facilities. This adjustment may result in a higher than normal impact fee if the City determines that a particular user may create a greater impact than what is standard for its land use. The formula for determining a non-standard public safety-police impact fee is contained in the Public Safety Impact Fee Facilities Plan and Impact Fee Analysis (February 2012).

PUBLIC LIBRARY

Library Cards

Tooele City Residents:	No Charge
Tooele County Residents (annually):	\$30.00 / individual card
Lost Card Replacement:	\$3.00

Fines

Late Books, Magazines:	\$0.15/day
Late Videos, Audiobooks, Kits, Other Media:	\$1.00/day

Interlibrary Loan Items

\$3.00/item minimum charge plus any additional charges from the lending library for special handling

Printing & Photocopies

Letter Size (black and white):	\$0.10 per side
Letter Size (color):	\$0.75 per side

BUSINESS LICENSE

Licensing

Annual License Base Fee:	\$40.00
Disproportionate Size Fee:	\$3.00 per employee
Duplicate License Fee:	\$5.00
License Transfer Fee:	\$10.00
ID Badge (Solicitor, Agricultural Vendor):	\$10.00

The annual business license fee shall not exceed \$1,000.00.

Penalties

Late Fees: See §5-1-15 of the Tooele City Code

Grease Interceptor Inspection Fees

Yearly Fee:	\$70.00
(to be paid with Business license; includes 2 inspections)	
All Additional Inspections:	\$35.00

Beer License Fees

Class A:	\$200.00
Class B:	\$200.00
Class C:	\$200.00
Class D:	\$200.00
Class E:	\$200.00
Class F:	\$200.00 (or \$20.00 if issued in conjunction with another license)
Seasonal or Event:	\$200.00
Combination B & C:	\$300.00
Annual Renewal:	\$100.00

BUILDING

Building Permit Plan Reviews

Single-Family Residence:	IBC rate
Multi-Family Residence:	IBC rate
Commercial:	IBC rate
Industrial:	IBC rate
Single-Family Residence Card File:	2 hrs. at IBC rate
Multi-Family Residence Card File:	2 hrs. at IBC rate + 1 hr. at IBC rate/dwelling unit
Work Without a Permit:	2 × permit fees
Power-To-Panel Agreement:	\$50.00

Inspections

General Purpose:	\$50.00
After-Hours:	\$50.00 + ≥2 hr. callout
Re-Inspections Fees (Each After 2):	\$50.00
Development Public Improvements	
Inspection Fees:	4% engineering & construction estimated cost of all public improvements
Bond Administration Fee:	\$250.00

Temporary Certificate of Occupancy

Bond Administration Fee:	\$200.00
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Inspection Fees for Non-Permanent Foundations

Single-Wide Mobile, Modular, or Manufactured:	\$200.00
Double-Wide Mobile, Modular, or Manufactured:	\$260.00

Demolition Permit

Application	
Residential:	\$160.00
Non-Residential:	\$250.00
Bond	
Residential:	\$2,500.00
Non-Residential:	\$5,000.00

Stop Work Orders

Work With Permit:	\$200.00
Work Without Permit:	\$300.00

Street Excavations

Application	
Paved Surfaces:	\$300.00 + age factor
Roads <5 Years Old:	\$1.50/sq.ft.
Roads 5+ Years Old:	\$0.50/sq. ft.
Unpaved Surfaces:	\$100.00
Single Permit Bond:	\$1,000.00
Master Bond:	\$10,000.00

Abatement of Dangerous Buildings

120-Day Conditional Permit:	\$100.00
Additional 30-Day Period (≤ 4):	\$50.00
Additional 30-Day Period (> 4):	\$50.00
First Dwelling Unit Inspection:	\$50.00
Each Additional Dwelling Unit Inspection:	\$50.00

Other

All Other Plans:	Per IBC
All Other Building Fees:	Per IBC

CODE ENFORCEMENT AND NUISANCE ABATEMENT

Sign Code Violations

Residential

1 st Violation:	Warning
2 nd Violation:	\$100.00
3 rd Violation:	\$300.00
4 th Violation:	\$500.00

Commercial

1 st Violation:	Warning
2 nd Violation:	\$300.00
3 rd Violation:	\$750.00
4 th Violation:	\$1,500.00

Administrative Fee: \$100.00

Nuisance Abatement

Monetary Penalties:	\$100/day for up to 14 days: \$1,400 maximum
First Compliance Inspection Fee:	\$0
Compliance Re-Inspection Fee:	\$50.00 each
Administrative Fee:	\$100.00
Administrative Appeal Fee:	\$150.00

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	\$500.00
≥3 and ≤10 Lots	\$500.00
11 to 50 Lots	\$1,000.00
51 to 100 Lots	\$1,500.00
101+ Lots	\$1,500.00 + \$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:	\$750.00
Administrative Conditional Use Permit:	\$150.00
Permit Extension:	\$150.00
Permit Appeal:	\$150.00

Zoning

Zoning Map Amendment:	\$1,000.00 + \$100.00/acre
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
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Administrative Fee:	10% collected agreement amount
<u>Administrative Review</u>	
Zoning Compliance Letter:	\$75.00
Administrative Interpretation:	\$75.00
<u>Signs</u>	
Permanent Sign Application:	Per IBC
Temporary Sign Application:	\$25.00
Violations:	see Code Enforcement and Nuisance Abatement

IMPACT FEES

Park Impact Fee:	see Parks & Recreation fees
Water Impact Fee:	see Water fees
Sewer Impact Fee:	see Sewer fees
Public Safety Impact Fee:	see Public Safety fees

STORM WATER FEES

Table 1: Storm Water Mitigation Fees: Residential

Dwelling Units* by Zone	Residential Use Factor	Monthly Fee	Annual Fee
R1 Zones: 5.5 units	1	\$3.00	\$36.00
MDR Zone: 8 units	1	\$3.00	\$36.00
HDR Zone: 16 units	0.7	\$2.10	\$25.20

*Based on assumed maximums for the R1 zones, and maximums for the MDR and HDR zones.

Table 2: Storm Water Mitigation Fees: Non-Residential

Development Size (Acres)	Monthly Fee	Annual Fee
Less than 1	\$10.00	\$120.00
1 to 5	\$25.00	\$300.00
5.1 to 10	\$50.00	\$600.00
10.1 to 15	\$75.00	\$900.00
Greater than 15	\$100.00	\$1,200.00

WATER

Water Consumption

<u>Meter Size</u>	<u>Monthly Base Fee</u>	<u>Monthly Usage</u>	<u>Additional Charge Per Unit</u>
¾"	\$10.00	0 - 10 Units	\$0.75 Per Unit
		11 - 30 Units	\$1.00 Per Unit
		31 - 50 Units	\$1.25 Per Unit
		51 - 70 Units	\$1.50 Per Unit
		71 - 90 Units	\$1.75 Per Unit
		91+ Units	\$2.00 Per Unit
1"	\$15.00	0 - 10 Units	\$0.75 Per Unit
		11 - 30 Units	\$1.00 Per Unit
		31 - 50 Units	\$1.25 Per Unit
		51 - 70 Units	\$1.50 Per Unit
		71 - 90 Units	\$1.75 Per Unit
		91+ Units	\$2.00 Per Unit
1½"	\$22.50	0 - 10 Units	\$0.75 Per Unit
		11 - 30 Units	\$1.00 Per Unit
		31 - 50 Units	\$1.25 Per Unit
		51 - 70 Units	\$1.50 Per Unit
		71 - 90 Units	\$1.75 Per Unit
		91+ Units	\$2.00 Per Unit
2"	\$30.00	0 - 10 Units	\$0.75 Per Unit
		11 - 30 Units	\$1.00 Per Unit
		31 - 50 Units	\$1.25 Per Unit
		51 - 70 Units	\$1.50 Per Unit
		71 - 90 Units	\$1.75 Per Unit
		91+ Units	\$2.00 Per Unit
3"	\$37.50	0 - 10 Units	\$0.75 Per Unit
		11 - 30 Units	\$1.00 Per Unit
		31 - 50 Units	\$1.25 Per Unit
		51 - 70 Units	\$1.50 Per Unit
		71 - 90 Units	\$1.75 Per Unit
		91+ Units	\$2.00 Per Unit
4" - 6"	\$45.00	0 - 10 Units	\$0.75 Per Unit
		11 - 30 Units	\$1.00 Per Unit
		31 - 50 Units	\$1.25 Per Unit

		51 - 70 Units	\$1.50 Per Unit
		71 - 90 Units	\$1.75 Per Unit
		91+ Units	\$2.00 Per Unit
		0 - 10 Units	\$0.75 Per Unit
		11 - 30 Units	\$1.00 Per Unit
		31 - 50 Units	\$1.25 Per Unit
		51 - 70 Units	\$1.50 Per Unit
		71 - 90 Units	\$1.75 Per Unit
		91+ Units	\$2.00 Per Unit
$\frac{3}{4}$ "	\$10.00		

Set Up for Water Turn On: \$15.00
Set Up for New Account: \$30.00 plus deposit
Security Deposit: \$20.00
Water Connection Inspection Fee: \$170.00 (all meter sizes)

Bulk Secondary Water

Base Permit Fee: \$50.00 (allows up to 25,000 gallons or 33.3 units)
Unit Fee: \$1.50 for each additional 1 unit
Permit Term: 30 days

Culinary Water Impact Fee

- (i) The City shall collect a culinary water impact fee from any applicant seeking a building permit, in the amount of \$4,609.00 per Equivalent Residential Connection (ERC), as defined in the Culinary Water System Master Plan (January 2012) (impact fee facilities plan).
- (ii) The service area for purposes of the culinary water impact fee shall be the entire area within the corporate boundary of Tooele City Corporation.
- (iii) Non-Standard Impact Fee. The City reserves the right under the Impact Fees Act to assess an adjusted impact fee that more closely matches the true impact that a building or land use will have upon the City’s culinary water system. This adjustment may result in a higher than normal impact fee if the City determines that a particular user may create a greater impact than what is standard for its land use. The formula for determining a non-standard culinary water impact fee is contained in the Culinary Water Impact Fee Analysis (February 2012).

Water Rights Conveyance Appeal Fee: \$150.00

Water Meter Cost

<u>Meter Size</u>	<u>Meter Cost</u>	<u>Meter Size</u>	<u>Meter Cost</u>
¾"	\$156.00	3"	\$1,582.00
1"	\$206.00	4"	\$2,743.00
1½"	\$1,088.00	6"	\$4,734.00
2"	\$1,258.00		

SEWER

Sewer Usage

Base fee of \$7.00 per month, and a fee charged as to the average monthly water usage during the winter months (usually November thru March which normally accounts for internal water use only). The fee is \$2.00 per unit per month. An average rate of \$27.00 will be charged to all new customers until a rate can be established based upon the next winter's water usage period.

Sewer Impact Fees

- (i) The City shall collect a sanitary sewer impact fee from any applicant seeking a building permit, as follows:
 - (A) Residential: the base fee shall be \$2,290.00 per Equivalent Residential Unit (ERU), as defined in the documents comprising the 2010 Waste Water Capital Facilities Plan (impact fee facilities plan).
 - (B) Non-residential: as determined under Figure 4.5 (Impact Fee ERU Multipliers) of the 2010 Sewer Treatment and Collections Impact Fee Analysis.
- (ii) The service area for purposes of the sanitary sewer impact fee shall be the entire area within the corporate boundary of Tooele City Corporation.
- (iii) Non-Standard Impact Fee. The City reserves the right under the Impact Fees Act to assess an adjusted impact fee that more closely matches the true impact that a building or land use will have upon the City's waste water system. This adjustment may result in a higher than normal impact fee if the City determines that a particular user may create a greater impact than what is standard for its land use. The formula for determining a non-standard sanitary sewer impact fee is contained in Figure 4.6 (Calculation of Non-Standard Sewer Impact Fee) of the 2010 Sewer Treatment and Collections Impact Fee Analysis.

Sewer Connection Inspection Fee: \$170.00

Sewer Main Line Camera Inspection Fee

During City Business Hours: \$300.00
Outside City Business Hours: \$600.00
Additional Fee for Main Line Cleaning*: \$300.00
Additional Fee for Main Line Cleaning Outside City Business Hours*: \$600.00

*When required, in the City's discretion, in order to conduct the requested inspection

Other

Each Inspection Other Than Connection: \$30.00/hour*
Installation of Special "Wye": \$50.00

*1/2-hour minimum

Where connections involve main sewer lines installed at City's expense without assessment to the property, an additional charge representing user's assessment shall be charged at the time of connection based upon property owner's frontage.

In the event POTW service to any building or premises in the POTW is shut off, a fee to be set by the POTW shall be charged for restoring sewer service.

When a user's discharge causes an obstruction or damage, or because of the nature of the discharge, toxic pollutants increase the costs for managing the effluent or the sludge of the POTW, the user shall pay for the costs.

All users discharging sewage into the POTW shall be subject to a surcharge, in addition to other sewer service charges, if these wastes have a concentration greater than BOD of 200 mg/l or TSS of 250 mg/l. The computation of the sewage surcharge is determined by the following formulae: $SC = VS \times 8.34(RBOD(BOD-200))$ and $SC = VS \times 8.34(RSS(TSS-250))$, where:

- (a) SC means surcharge in dollars.
- (b) VS means volume of sewage in millions of gallons for the billing period.
- (c) 8.34 is the conversion factor to convert BOD and TSS from mg/l to lbs.
- (d) RBOD means the unit charge for BOD in dollars per pound, being \$0.052.
- (e) RSS means the unit charge for TSS in dollars per pound, being \$0.0082.

Users who discharge septic and holding tank waste into the POTW shall pay \$25.00 for any amount up to 1,000 gallons discharged, and an additional \$30.00 for each additional 1,000 gallons or fraction thereof.

ADMINISTRATIVE APPEALS

Appeals to the Administrative Hearing Officer			
City Code Provision	Decision Type	Decision Maker	Appeal Fee*
1-27-5	Zoning decisions	Zoning Administrator, Community Development Director	\$150
2-4-3(1)(a), 7-1-9(1)(a)	Zoning decisions	Community Development staff	\$150
2-4-3(1)(b), 7-1-9(1)(b)	Variances	NA	\$150
2-4-3(2)	Nonconforming use decisions	Zoning Administrator, Community Development Director	\$150
3-6-1 et seq.	Fire Code abatement	Fire Code officer	\$150
3-7-9	False alarm appeals	Fire enforcement official	\$150
5-1-29	Business license revocation	City Recorder	\$150
6-5b-8	Dangerous animal decisions	Police Chief	\$75
7-5-11	Conditional use permits	Planning Commission	\$150
7-25-32	Sign decisions	Community Development Director	\$150
8-4-9 et seq.	Nuisance abatement	Administrative code enforcement officer	\$150
8-11-17(4)	POTW pretreatment decisions	Public Works Director	\$500
8-16-10	Special event permit decisions	Mayor	\$25
9-4-16	Water restriction violation citations	Finance employee, Police officer	\$25
10-3-32	Parking citations	Police officer	\$25

*Appeal fee to be refunded upon successful appeal.

Disclaimer: All fees are subject to change by legislative or administration decision. The absence of a fee on this Schedule, or the presence of an incorrect fee, does not relieve any person of the requirement to pay the correct fee.

TOOELE CITY CORPORATION

RESOLUTION 2017-46

A RESOLUTION OF THE TOOELE CITY COUNCIL AMENDING THE TOOELE CITY FEE SCHEDULE TO ADD A CODE ENFORCEMENT ADMINISTRATIVE FEE.

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

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

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

WHEREAS, the Community Development Department incurs administrative costs associated with sign code violation enforcement and nuisance abatement, to include personnel, information systems technology and database management, vehicles and fuel, supplies, postage by regular and certified mail, and recording fees (the "Costs"); and,

WHEREAS, the City declares that the monetary penalties assessed during the nuisance abatement process, while intended to have both preventive and curative effects, are also intended to defray and recoup the Costs; and,

WHEREAS, experience has shown that the Costs are not fully defrayed and recouped through collection of the monetary penalties alone, requiring a general fund infusion; and,

WHEREAS, in light of the above, the City Administration proposes a one-time \$100 administrative fee associated with sign code enforcement and nuisance abatement; and,

WHEREAS, in the sign code enforcement context, the \$100 administrative fee would attach upon the imposition of civil penalties following the issuance of a written order by the Tooele City Zoning Administrator or Building Official, as applicable (reference TCC 7-25-29 and -31); and,

WHEREAS, in the nuisance abatement context, the \$100 administrative fee would attach upon the issuance of a default judgment following the issuance of a notice of violation (reference TCC 8-4-13); and,

WHEREAS, the current Tooele City Fee Schedule, including the proposed \$100 code enforcement administrative fee, is attached as Exhibit A:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the Tooele City Fee Schedule attached as Exhibit A is hereby amended to add a \$100 administrative fee for code enforcement, meaning sign code enforcement and nuisance abatement.

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

IN WITNESS WHEREOF, this Resolution is passed by the Tooele City Council this ____ day of _____, 2017.

TOOELE CITY COUNCIL

(For)

(Against)

ABSTAINING: _____

MAYOR OF TOOELE CITY

(Approved)

(Disapproved)

ATTEST:

Michelle Y. Pitt, City Recorder

S E A L

Approved as to Form: _____
Roger Evans Baker, City Attorney

Exhibit A

Tooele City Fee Schedule

**Tooele City Council and the
Tooele City Redevelopment Agency of Tooele City, Utah
Work Session Meeting Minutes**

Date: Wednesday, November 1, 2017
Time: 5:00 p.m.
Place: Tooele City Hall, Large Conference Room
90 North Main St., Tooele, Utah

City Council Members Present:

Debbie Winn
Steve Pruden
Scott Wardle
Brad Pratt
Dave McCall

City Employees Present:

Mayor Patrick Dunlavy
Glenn Caldwell, Finance Director
Michelle Pitt, Recorder
Roger Baker, City Attorney
Jim Bolser, Community Development and Public Works Director
Dave Gillette, Building Official
Bucky Whitehouse, Fire Chief
Randy Sant, Economic Development and Redevelopment Agency Director
Paul Hansen, City Engineer

Minutes prepared by Michelle Pitt

1. Open Meeting

Chairwoman Winn called the meeting to order at 5:00 p.m.

2. Roll Call

Debbie Winn, Present
Steve Pruden, Present
Scott Wardle, Present
Brad Pratt, Present
Dave McCall, Present

3. Discussion:

- Ordinance 2017-27 An Ordinance of Tooele City Enacting Street Improvement Standards for Certain In-fill Overlay District Streets
Presented by Jim Bolser

The Council and staff discussed this matter at the last work session meeting. Mr. Bolser stated that this ordinance went through Planning Commission and a public hearing was held. No one from the public commented during the public hearing. Mr. Bolser added that this matter is on the business session agenda for consideration and vote from the Council. Councilman Pratt asked if the Planning Commission had a favorable recommendation. Mr. Bolser answered that the Planning Commission recommended approval.

- Ordinance 2017-25 An Ordinance of Tooele City Enacting Tooele City Code Chapter 3-7 Regarding Nuisance Fire Alarms
Presented by Roger Baker and Fire Chief Bucky Whitehouse

Mr. Baker stated that two weeks ago the Council discussed this matter and at that time asked to discuss it at another meeting. Mr. Baker said that he had a good discussion with Councilman Wardle about some questions he had regarding this ordinance. Mr. Baker stated that he added language based on points Councilman Wardle raised during their discussion. Councilman Wardle indicated that he also discussed this matter with Fire Chief Bucky Whitehouse. Councilman Wardle stated he liked the checks and balances put in place by adding the Mayor signature to the fire system disconnect form. The disconnect form results in suspending occupancy and prohibits staff from being in a closed building. Councilman Wardle indicated he hadn't discussed the additional language with anyone yet and wanted the Council to have time to discuss it.

Chairwoman Winn said that she read through the ordinance and talked with Councilman Wardle about it. She felt that the amendments were good and important. She stated that it would not be fun to shut down a business, but if it had to be done, it needed to be done lawfully. Councilman Wardle said that the process would allow the Fire Chief to call the Mayor, get an authorization then proceed to shut down. Mr. Baker added that the Mayor's signature could be obtained the next day, if there was an emergency situation. In that case, the Fire Chief could get a verbal authorization, then get the signature the next day. Councilman Pratt stated that he liked the new wording. Councilman Pruden expressed appreciation to Fire Chief Whitehouse, Mr. Baker, and Councilman Wardle for fine tuning the ordinance. Mr. Baker said that he hoped that the word would get out to the business community that there will be a disincentive for having a fire system in disrepair, and that fire safety is important to the City. Councilman Wardle said he didn't know what a fire watch looked like and didn't realize they happened as much as they do. Fire Chief Whitehouse said that the fire department had two instances where fire watches were voluntarily enacted, since the last time this ordinance was discussed. Fire Chief Whitehouse added that fire watches are usually voluntarily, not forced. Mr. Baker stated that the way the ordinance is written, places of business do not always have to disconnect in order to implement a fire watch.

Paul Hansen, Dave Gillette, and Mike Jensen joined the meeting at 5:07.

- Ordinance 2017-28 An Ordinance of Tooele City Amending Tooele City Code Section 11-1-4 Regarding Commercial Handbills Presented by Roger Baker

This ordinance was also discussed at the last Council work meeting. Mr. Baker stated that this was not an ordinance initiated by him, but was an initiative of the Council. Mr. Baker stated that he provided tools and alternatives that the Council could choose between. Mr. Baker indicated that he added a final option of prohibiting putting items on windshields. He stated that this was not something that had to be added, but was an option. Councilman Pruden said that he felt that this was a litter problem for merchants, and occupants, just like the green bags are. Chairwoman Winn said that it was usually a different business putting information on windshields, than the owner of the parking lot. Councilman Pratt said that as he was reading through the ordinance, he realized that a lot of the information being put on windshields is being done on private property. Those businesses have the ability to regulate that on their own. Their success in regulating that is another discussion. Councilman Pratt added that he didn't want to overregulate or overstep what businesses could do on their own. He thought that businesses could put up a sign that said it couldn't be done without the expressed consent of the property owner. Mr. Baker stated that he took out the words "or deposit" in response to Councilman Wardle's prior comments. The Council may want to allow items to be placed on porches, so he took those words out. Councilman Wardle said that it was almost redundant to have "F," "E," and "B" in the ordinance. Chairwoman Winn said that sometimes being more simple is better and makes things easier to understand.

Councilman Pruden said that he noticed that the green bags have expanded and are hitting more areas. Councilman Pratt said that he received two within the last few weeks, and they had the exact same materials in both. Councilman Pruden wondered if the City should contact the chamber about the parking lot issue, to see what they thought. Councilman Wardle said that he would like to strike "F" from the ordinance. That way, if a business wanted to allow someone to place flyers on cars, the City wouldn't prohibit it. It would be incumbent on the property owner to prohibit. Mr. Baker indicated he would make the change, and take out "F". Councilman Wardle said that it would allow them to advertise, but would be incumbent on them to go to the property owner to regulate it.

Mayor Dunlavy stated that the ordinance needed to be enforceable. He said that it was easy to put up a sign saying "No Soliciting" but there are people that won't care about the sign and put things on the windshield any way. This would be enforced by citation. Councilman McCall asked if the City could cite on private property. Mr. Baker answered that police don't give citations on private property for some types of crimes, but littering is a public and private property crime. Chairwoman Winn said that this is something that can protect the citizens. They are the ones complaining about the litter and they want something done. The Mayor indicated that he would make an effort to get the ordinance to the chamber, and ask them to disseminate the information to their members.

- New Utah Court of Appeals Opinion: Baker v. Park City Presented by Roger Baker

Mr. Baker summarized the Baker v. Park City case, emphasizing the importance of the Council producing findings of fact capable of review on appeal when they sit as an adjudicative body.

Randy Sant joined the meeting at 5:27 p.m.

- National Guard Fire Suppression
Presented by Paul Hansen

Mr. Hansen stated that Tooele City received a request from the National Guard. They have an existing facility south of Commander Boulevard. They would like to expand the facility which requires the installation of a fire suppression system. Mr. Hansen added that the Army's system is not at the same quality and standards as the City's. The request was made to tie in to the City's 12 inch line that was installed to feed the county jail. The request by the National Guard is to install a water line to be used solely for fire protection purposes. He expressed concern about taking on the liability because it is a single feed line with no looping and no cross connection. The National Guard would like to talk about whether the City would allow them to connect to the City's line for fire suppression. Mr. Wolff, from the National Guard, stated that they are in the process of purchasing approximately 42 acres of land from the Tooele Depot. He stated he has a contract to renovate the Field Maintenance Shop (FMS) building. The State Fire Marshall has concerns that there is not enough water pressure within the Army water system to meet fire flow requirements. The FMS requires fire suppression in the building. Water is an issue with the expansion. Mr. Wolff added that the goal was to have fire suppression to the fire hydrant.

Mr. Wolff stated that they are currently connected to the depot's water system which doesn't hit 1,000 gallons per minute. 1,500 gallons is the minimum required. If redundancy or a loop system is needed, it could be addressed with a change order in the contract that is in place. Mr. Wolff said that he would love to get off the depot's water line because their water quality is not as pristine as the City's.

Councilman Wardle asked for a clarification of what was being asked of them. He asked if a water right was needed. Mr. Hansen answered that for fire suppression, a water right isn't required because there is not a demand. Mr. Hansen added that if, through the expansion, they were to bring it in to the system for culinary demand or irrigation use, the City and City code would then require water rights. The concern that City staff has is if that line gets interrupted for any reason, there is no back up system. This line services the jail. The jail knows that there is no back up, but there is a concern that if more dependency is allowed on that line, the more liability the City would incur. Mr. Hansen went on to say that there is water in the Army's system, so there is some limited back up there, although at a lower pressure and fire flow capability.

Mr. Wolff said that there are hydrants that belong to the Army. Mr. Hansen said that the City does not want to cross-connect the systems. Mr. Hansen added that if the City decided to provide fire flow, it would need to be a new separate system. Mr. Baker said that the National Guard would then have two sources. Mayor Dunlavy asked how the City could get the Army in a position to allow them to do what they want to do, yet provide water under the current system. The City would have to bring in another line or the Army would have to bring in another system.

Mr. Wolff said the Army was doing a study right now. Mayor Dunlavy asked about a storage tank. Mr. Wolff stated that the Army basically had two options: connect to the City's water line, or go back to design and put in a storage tank and pump. Mr. Wolff said that putting in the storage tank and pump would be about \$350,000. Mayor Dunlavy asked if the Army realized what a big tank it would have to be. Mr. Gillette stated that they need 25,000 gallons per 10,000 square feet. Mr. Baker asked if it was a different policy question as to whether the City provides a source of water flow for fire, than providing water for commercial development allowing continuous use of water. Mr. Bolser said that it was different.

Councilman Wardle asked what the difference would be to the National Guard using the water as fire suppression compared to allowing houses to come in under a system that wasn't redundant. Mr. Bolser answered that the supply wouldn't draw off other sources. This is an isolated place. Mr. Bolser went on to say that culinary use such as drinking water, washing dishes, etc., has a much lower culpability than fire suppression. Councilman Wardle said that if there was a fire at the depot, the City fire department would be there to help. The City fire department would need to find another source any way. Mr. Gillette said that if something happened to one source, the City would not be able to support the jail. Mr. Bolser said that the portion that would be fire suppression, from the highway to their facility, would be a stagnant line. The culinary line to the jail is a flowing line, so it wouldn't stagnate. Mr. Wolff said they could flush the line quarterly, or however often is needed. Councilman Wardle stated that the City would lessen liability by providing it. Mr. Hansen said right now the City has no liability because the City does not have a system there.

Mr. Hansen said that if the City ran a looped line through the depot, other property owners in that area might want to connect to that line. Councilman Wardle asked if this was a policy question about fire suppression, or a question of connecting for culinary. Councilman Wardle added that if a business came in and asked for culinary water, the answer would be no, but this was different because it was for fire suppression. Mayor Dunlavy asked Mr. Wolff if fire suppression was the main concern. Mr. Wolff answered that it was. Mayor Dunlavy asked Mr. Wolff if he realized that culinary water would not be an option, and neither would be connecting others to the system. Councilman Wardle said that in the future, the Army could ask the legislature to possibly fund it through appropriations and it could be an economic development issue.

Fire Chief Whitehouse stated that if they could get supply and flow and it was for fire suppression, he would suggest we do it. Mr. Hansen said that the National Guard building would get better water pressure than the jail.

Mr. Hansen asked Mr. Wolff if the building would be sprinkled. Mr. Wolff answered that it would not be sprinkled at this time. He explained that if the shop expanded, they would sprinkle the whole building at that time. Mr. Hansen indicated that sprinkling the building would help alleviate some of the City concerns. Fire Chief Whitehouse asked if the Army evaluated sprinkling the building. Mr. Wolff answered that it was evaluated, but that it was costly.

Mr. Hansen clarified that the Council supported staff moving forward in providing fire suppression to the National Guard expansion. They confirmed that that was their direction. Mr. Baker will draft an agreement.

4. Close Meeting to Discuss Litigation and Property Acquisition

Councilman Pruden moved to close the meeting. Councilman Pratt seconded the motion. The vote was as follows: Councilman Wardle “Aye,” Councilman McCall “Aye,” Councilman Pruden “Aye,” Councilman Pratt “Aye,” and Chairwoman Winn “Aye.”

Those in attendance during the closed session were: Mayor Patrick Dunlavy, Glenn Caldwell, Roger Baker, Paul Hansen, Michelle Pitt, Jim Bolser, Randy Sant, Councilman Wardle, Councilman Pratt, Councilman McCall, Councilman Pruden, and Chairwoman Winn.

The meeting closed at 6:08 p.m.

No minutes were taken on these items.

5. Adjourn

Councilman Pruden moved to adjourn the meeting. Councilman Pratt seconded the motion. The vote was as follows: Councilman Wardle “Aye,” Councilman Pratt “Aye,” Councilman Pruden “Aye,” Councilman McCall “Aye,” and Chairwoman Winn “Aye.”

The meeting adjourned at 6:55 p.m.

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

Approved this 15th day of November, 2017

Debra E. Winn, Tooele City Council Chair

**Tooele City Council and
Tooele City Redevelopment Agency of Tooele City, Utah
Business Meeting Minutes**

Date: Wednesday, November 1, 2017
Time: 7:00 p.m.
Place: Tooele City Hall, Council Chambers
90 North Main Street, Tooele, Utah

City Council Members Present:

Steve Pruden
Brad Pratt
Dave McCall
Scott Wardle
Debbie Winn

City Employees Present:

Mayor Patrick Dunlavy
Jim Bolser, Community Development and Public Works Director
Chief Ron Kirby, Police Department
Roger Baker, City Attorney
Glen Caldwell, Finance
Michelle Pitt, City Recorder
Lisa Carpenter, Deputy City Recorder
Paul Hansen, City Engineer
Heidi Peterson, Communities That Care Director

Minutes prepared by Amanda Graf

Chairwoman Winn called the meeting to order at 7:00 p.m.

1. Pledge of Allegiance

The Pledge of Allegiance was led by Councilman Pratt

2. Roll Call

Scott Wardle, Present
Brad Pratt, Present
Steve Pruden, Present
Dave McCall, Present
Debbie Winn, Present

3. Mayor's Youth Recognition Awards

Presented by Mayor Dunlavy, Heidi Peterson, and Chief Ron Kirby

Mayor Dunlavy welcomed everyone to the meeting. He stated that they consider it an honor to be able to recognize the youth with the Mayor's Youth Recognition awards. He expressed appreciation to the youth for all they do for the community, in their schools, homes, and churches. The youth are fantastic and a great asset to the community. The Mayor introduced Heidi Peterson, who is the Tooele City Communities That Care Director, and Chief Ron Kirby from the Tooele City Police Department.

Ms. Peterson gave some background information about the Communities That Care Department. The Mayor's Youth Recognition is part of the Communities that Care program. Because Tooele has great leadership that values families the programs they have are available at no cost to the community. More information about the programs can be found by visiting the City's website.

Ms. Peterson highlighted some of the programs offered by the Communities that Care department:

Guiding Good Choices is a parenting class that runs five weeks. It is recommended for all families. Parents gain tools to help their children navigate pressures they face.

QPR is another program in place in the City. QPR stands for question, persuade, and refer. The program teaches about three step process that helps people recognize the warning signs that comes with suicide. Since its inception they have trained over 4,500 people in the last 3.5 years to recognize the warning signs of suicidality. The program lasts an hour and a half.

Second Step is an evidence-based prevention program offered for students in Kindergarten through 8th grade. Students are taught how to handle difficult pressures like anxiety and stress. They learn the importance of making good friends and how to set appropriate goals to help them navigate their futures. The police officers go into the sixth grade classes in the Spring and teach them the importance of saying no to drugs and alcohol.

Each of the students that were nominated for the Mayor's Youth Award received a bag that includes prizes and donations from local agencies and businesses.

Ms. Peterson, Captain Day, and the Mayor then presented the Mayor's Youth Recognition Awards to the following students:

- Kaylyn Greenhalgh
- Evan Mecham
- Randee Tormondsen
- Susan Holmes

Mayor Dunlavy recognized the students for their efforts and expressed appreciation for all of their hard work. It is an honor to be able to meet such outstanding students in the community. He wanted the students to know how special they are and how proud they are of them. He expressed appreciation to their parents, siblings, grandparents, and other individuals who support them.

4. Public Comment Period

Chairwoman Winn invited comments from the audience; there were not any. Chairwoman Winn closed the public comment period.

5. Public Hearing & Motion on Ordinance 2017-27 An Ordinance of Tooele City Enacting Street Improvement Standards for Certain In-fill Overlay District Streets

Presented by Jim Bolser

Current City Code provisions stipulate that if you develop property, which as defined in the Code would include a new building permit on an unimproved lot for a primary structure, the property owner that is performing the construction and development is responsible for improving the street rights-of-way adjacent to the property. These improvements include the asphalt, driving surface, curb and gutter, park strip, and sidewalk. A few City Council meetings ago some citizens expressed concern regarding this provision for specific parts of the community that are not subject to larger development. They are individual small lots, or long lots that are being split in half and sold off as individual properties for an individual home. The cost of doing full right-of-way improvements makes it cost prohibitive for property owners in these areas. This is a concern Mr. Bolser sees frequently in his office when individuals come in to find out about the requirements to build a home on their lots and learn how much infrastructure they'd be required to develop in order to do so.

On the screen shown at the meeting was one of the two in-fill areas, Area A, which straddles Main Street from 400 South to 600 North. Area B, as shown on the screen at the meeting, which is on either side of Area A. As a result of the discussion the Council requested the staff look into ways that they can address the concern. The area of concern specifically dealt with 150 West. These streets have often been referred to as alleys because they are very narrow; but they are actually dedicated local-class City streets. They simply don't have the infrastructure and right-of-way to fully meet the requirement of a local-class street.

As staff looked at the issue they recognized that 150 West is not the only local-class street that has this same characteristic and issue. 50 West and Garden Street are very similar in characteristics to 150 West. City staff decided to address all three streets. The proposal is to create two sub-class streets to the local-class street right-of-way dedication. The first is an intermediate local-class street which would be defined as Garden Street North of Vine Street. The right-of-way requirement would be 30 feet of asphalt and curb and gutter on each side but no park strip and no sidewalk. 30 feet of asphalt was selected for two reasons: it's the minimum width on city code and it's what's already been constructed in that area.

The second part of the proposal would be to create another class of street known as a secondary local-class road. This would be for 50 West and 150 West. The right-of-way requirement for this class of street would be 26 feet width of asphalt, no curb and gutter, no park strip, and no sidewalk. 26 feet width is the minimum width required for fire protection to be able to access properties.

In summary, this ordinance would adopt into the Code these two subcategories with their defined improvements. This ordinance would not affect the vertical construction; those requirements remain the same. This includes the thickness of the asphalt, the base, the sub-base, and the construction of the road. The Planning Commission has held a public hearing on this ordinance and has forwarded a unanimous positive recommendation.

Chairwoman Winn asked the Council if they had any questions or concerns; there weren't any.

Chairwoman Winn opened the public hearing and invited comments from the audience; there were not any comments. Chairwoman Winn closed the public hearing.

Councilman McCall moved to approve Ordinance 2017-27. Councilman Pratt seconded the motion. The vote was as follows: Councilman McCall, "Aye," Councilman Pruden, "Aye," Councilman Pratt, "Aye," Councilman Wardle, "Aye," Chairwoman Winn, "Aye." The motion passed.

6. Ordinance 2017-28 An Ordinance of Tooele City Amending Tooele City Code Section 11-1-4 Regarding Commercial Handbills

Presented by Roger Baker

This ordinance was an assignment the Council gave him to research what could be done to address advertising materials that are stuffed in bags and thrown on the streets, driveways, curbs and gutters, and lawns of the residences of the City. The proposal defines the materials as commercial handbills. The ordinance would prohibit those materials from being thrown onto public or private properties. In the two City Council work meetings they have refined the proposal. They originally prohibited items A through G as listed in the draft city code amendment contained in the City Council packets, but after discussion decided to eliminate items F and G, prohibiting only items A through E. They will not prohibit materials being placed on windshields of parked cars or items attached on a doorknob or deposited on the porch.

The purpose of this ordinance is to protect the general health, safety, and welfare of the City including the aesthetics of the City. It is proposed to be enforced through criminal prosecution as an infraction, which is the lowest of all of the criminal offenses. There's no possibility of jail time but there is the possibility of a fine. The intent is not to limit individuals' freedoms, but to improve the look of the City. It's also important to note that this Ordinance does not regulate speech. This ordinance is not prohibiting individuals from speaking, or getting their message across. This ordinance is conveying that the manner in which they distribute their message by throwing their materials at peoples' properties is inappropriate.

Chairwoman Winn asked the Council if they had any questions or concerns; there weren't any.

Chairwoman Winn expressed her appreciation to Mr. Baker for his work on this ordinance.

Councilman Pruden expressed that this ordinance will be very helpful for undesired and unsolicited items ending up in the curb and gutter.

Councilman Wardle noted that they need to replace the recital to exclude items F and G.

Mr. Baker confirmed that they have requested in an open meeting that Mr. Baker replaces the redline page in their page with the corrected reline page with prohibited acts A through E and eliminating prohibiting acts F and G.

Councilman Pruden moved to approve Ordinance 2017-28. Councilman McCall seconded the motion. The vote was as follows: Councilman McCall, "Aye," Councilman Pruden, "Aye," Councilman Pratt, "Aye," Councilman Wardle, "Aye," Chairwoman Winn, "Aye." The motion passed.

7. Resolution 2017-23 A Resolution of the Tooele City Council Establishing Fees for Various Administrative Appeals

Presented by Roger Baker

Providing an administrative appeals process is a benefit to the public so they can have a quick, objective, and inexpensive appeals process available to them. This process does come at a cost to the City and it's appropriate for the City to defray and recoup that cost by assessing a small appeal fee from people who wish to challenge a city administrative decision. In Mr. Baker's research of the City Code he found that very few appeals provide for an appeal fee; at least a dozen appeals provided for in the Code do not provide for an appeal fee. Mr. Baker presented the appeal fee structures of about two dozen cities of various sizes and various types of administrative appeals.

The land use appeals regarding zoning, conditional use permits, etc., would have a \$150 appeal fee. This is a similar fee that is already in place for nuisance abatement appeals. For animal appeals, as in instances where an animal has been found to be dangerous or potentially dangerous, the appeal fee would be \$75. Special event permit decisions, water violation decisions, and parking citation appeals would incur a fee of \$25. A higher fee would be in place for appeals of decisions made regarding pre-treatment of waste water discharge permits. They impose requirements on an industry that is discharging pollutants to the City's water treatment reclamation facility. Those appeals are complicated and would involve a much more detailed and complex appeal and appeal hearing. The recommended fee for these appeals would be \$500. All of these fees are to help recoup the costs of the appellate process but are not intended to exceed the administrative cost of the appeals process.

Chairwoman Winn asked the Council if they had any questions or concerns; there weren't any.

Councilman Pratt moved to approve Resolution 2017-23. Councilman Wardle seconded the motion. The vote was as follows: Councilman McCall, "Aye," Councilman Pruden, "Aye," Councilman Pratt, "Aye," Councilman Wardle, "Aye," Chairwoman Winn, "Aye." The motion passed.

8. Minutes

Councilman Pruden moved to approve the minutes from the City Council Meeting dated October 18, 2017. Councilman McCall seconded the motion. The vote was as follows: Councilman McCall, "Aye," Councilman Pruden, "Aye," Councilman Pratt, "Aye," Councilman Wardle, "Aye," Chairwoman Winn, "Aye." The motion passed.

9. Invoices

Presented by Michelle Pitt

There were no invoices to be presented.

10. Adjourn

Councilman Pruden moved to adjourn the meeting. Councilman Pratt seconded the motion. The vote was as follows: Councilman McCall, "Aye," Councilman Pruden, "Aye," Councilman Pratt, "Aye," Councilman Wardle, "Aye," Chairwoman Winn, "Aye." The motion passed.

The meeting adjourned at 7:43 p.m.

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

Approved this 15th day of November, 2017.

Debra Winn, Tooele City Council Chair