

PUBLIC NOTICE

Notice is hereby given that the Tooele City Council will meet in a Business Meeting on Wednesday, August 2, 2023, at the hour of 7:00 p.m. The meeting will be held in the Tooele City Hall Council Chambers, located at 90 North Main Street, Tooele, Utah. The complete public notice is posted on the Utah Public Notice Website www.utah.gov, the Tooele City Website www.tooelecity.org, and at Tooele City Hall. To request a copy of the public notice or for additional inquiries please contact Michelle Pitt, City Recorder at (435)843-2111 or michellep@tooelecity.org

*We encourage you to join the City Council meeting electronically by visiting the **Tooele City YouTube Channel**, at <https://www.youtube.com/@tooelecity> or by going to YouTube.com and searching "Tooele City Channel". If you are attending electronically and would like to submit a comment for the public comment period or for a public hearing item, please email cmpubliccomment@tooelecity.org anytime up until the start of the meeting. Emails will be read at the designated points in the meeting.*

AGENDA

1. **Pledge of Allegiance**
2. **Roll Call**
3. **Introduction of Tooele County Youth Court**
Presented by Becky Bracken, Tooele Youth Court Coordinator
4. **Public Comment Period**
5. **Public Hearing** on Tooele City Adopting the Final Budget for Tooele City for Fiscal Year 2023-2024
Presented by Shannon Wimmer, Finance Director
6. **Resolution 2023-69** A Resolution of the Tooele City Council Approving a Water and Sewer Rate Study Addendum C to the Final Consulting Services Agreement with Lewis Young Robertson & Burningham
Presented by Shannon Wimmer, Finance Director
7. **Resolution 2023-63** A Resolution of the Tooele City Council Authorizing the Application for and Acceptance of Edward Byrne Justice Assistance Grant Funding for Police Department Equipment
Presented by Adrian Day, Police Chief
8. **Resolution 2023-64** A Resolution of the Tooele City Council Approving an Interlocal Agreement Between Tooele City and Tooele County for 2023 Byrne Justice Assistance Grant Funds
Presented by Adrian Day, Police Chief
9. **Resolution 2023-37** A Resolution of the Tooele City Council Placing on the November 2023 Tooele City Election Ballot a Proposal to Amend the Tooele City Charter Regarding City Council Term Limits
Presented by Tony Graf, City Council Member
10. **Resolution 2023-57** A Resolution of the Tooele City Council Placing on the November 2023 Tooele City Election Ballot a Proposal to Amend the Tooele City Charter Regarding the City Recorder
Presented by Tony Graf, City Council Member

11. **Resolution 2023-65** A Resolution of the Tooele City Council Approving an Agreement with Mountain States Fence to Install Fencing at the City Bulk Secondary Water Station
Presented by Jamie Grandpre, Public Works Director

12. **Ordinance 2023-32** An Ordinance of Tooele City Amending Tooele City Code Title 6 Regarding Animal Control
Presented by Darwin Cook, Parks & Recreation Director

13. **Invoices & Purchase Orders**
Presented by Michelle Pitt, City Recorder

14. **Minutes**

15. **Public Hearing** on Tooele City Adopting the Proposed Tax Rate for Fiscal Year 2023-2024
Presented by Shannon Wimmer, Finance Director

16. **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 435-843-2111 or michellep@tooelecity.org, prior to the meeting.

TOOELE CITY CORPORATION

RESOLUTION 2023-69

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING A WATER AND SEWER RATE STUDY ADDENDUM C TO THE FINANCIAL CONSULTING SERVICES AGREEMENT WITH LEWIS YOUNG ROBERTSON & BURNINGHAM.

WHEREAS, on February 1, 2023, the City Council approved Resolution 2023-08, approving a financial consulting services agreement with Lewis Young Robertson & Burningham, Inc. (LYRB); and,

WHEREAS, substantial increases in the cost of labor and material have caused the need to study existing water and sewer rates, which have not been increased since 2003 (Resolutions 2003-25 and 2003-26, respectively); and,

WHEREAS, the City Administration recommends signing an Addendum C to the existing LYRB financial consulting services agreement for the purpose of LYRB performing a water and sewer rate study (see Exhibit A); and,

WHEREAS, the \$30,750 cost to perform the study will be paid from water and sewer enterprise funds:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL, that Addendum C (Exhibit A) to the LYRB financial consulting services agreement is hereby approved, and the Mayor is hereby authorized to sign the same on behalf of Tooele City.

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 _____, 2023.

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

Addendum C

ADDENDUM C:
2023-03 [WATER, SEWER, & GARBAGE UTILITY RATE STUDY]
 Fee Schedule for
 TOOELE CITY, UTAH

July 26, 2023

Client desires to retain the Financial Consultant in preparing, advising, and facilitating an analysis related to water, sewer, and garbage utility rates. The Financial Consultant will evaluate the fees charged for the respective enterprise funds. The following represent the key objectives of our analysis followed by a list of the general tasks to be completed by LYRB:

- Create effective and fair utility rate fees and structures;
- Fund ongoing O&M and capital projects and provide a scenario tool to evaluate the water, sewer, and garbage enterprise funds;
- Conduct analysis related to revenue generation based on utility rates;
- Fund asset repair and replacement; and,
- Establish long-term revenue sufficiency which recognizes anticipated growth.

The major task are summarized as follows:

- Project Initiation & Kick-off Meeting;
- Review Existing Facility Plans, Master Plans and System Financial Structure;
- Complete User Rate Analysis, and Applicable Scenario Analysis;
- Provide a Written Rate Analysis and Model; and
- Present Final Recommendations and Findings to City Council and participate in a Public Hearing

Additional details can be found in Exhibit A. As an addendum to the Financial Advisory and Consulting Agreement, dated January 10, 2023, the Client retains the Financial Consultant for financial consulting services in connection with this study. The fee to be paid to the Financial Consultant shall be in the amount not-to-exceed \$30,750 based on the hourly assumptions below. If additional scope is required by the client, the Financial Consultant will be the hourly rates in the schedule below.

	Principal	Vice President	Analyst	Total Hours	Fee per Task
Hourly Rate	\$250	\$200	\$150		
Task 1: Kick-Off Meeting	2.00	2.00	2.00	6.00	\$1,200.00
Water Utility Rate Study					
Task 1.2: Demand Analysis	-	4.00	2.00	6.00	\$1,100.00
Task 1.3: Revenue Requirement Analysis	-	3.00	3.00	6.00	\$1,050.00
Task 1.4: Cost of Service Analysis	1.00	12.00	3.00	16.00	\$3,100.00
Task 1.5: Rate Design Analysis	1.00	8.00	4.00	13.00	\$2,450.00
Sewer Utility Rate Study					
Task 1.2: Demand Analysis	-	4.00	2.00	6.00	\$1,100.00
Task 1.3: Revenue Requirement Analysis	-	3.00	3.00	6.00	\$1,050.00
Task 1.4: Cost of Service Analysis	-	12.00	3.00	15.00	\$2,850.00
Task 1.5: Rate Design Analysis	-	8.00	4.00	12.00	\$2,200.00
Garbage Utility Rate Study					
Task 1.2: Demand Analysis	-	4.00	2.00	6.00	\$1,100.00
Task 1.3: Revenue Requirement Analysis	-	3.00	3.00	6.00	\$1,050.00

	Principal	Vice President	Analyst	Total Hours	Fee per Task
Hourly Rate	\$250	\$200	\$150		
Task 1.4: Cost of Service Analysis	1.00	10.00	3.00	14.00	\$2,700.00
Task 1.5: Rate Design Analysis	1.00	8.00	4.00	13.00	\$2,450.00
Coordination and Implementation					
Coordination Meetings (4 Virtual Meetings)	8.00	6.00	1.00	15.00	\$3,350.00
Task 6: Preliminary Findings Meeting (1 Meeting)	2.00	2.00	-	4.00	\$900.00
Task 7: Provide Draft Written Rate Analysis	-	1.00	6.00	7.00	\$1,100.00
Task 8: Presentation to the City Council (1 Meeting)	-	2.00	-	2.00	\$400.00
Task 9: Provide Final Written Rate Analysis	-	1.00	4.00	5.00	\$800.00
Task 10: Utility Rate Public Hearing	-	4.00	-	4.00	\$800.00
Subtotal	16.00	97.00	49.00	162.00	\$30,750.00

Addendum C: 2023-03 [WATER, SEWER, & GARBAGE UTILITY RATE STUDY] is acknowledged and accepted as of the date referenced above.

TOOELE CITY, UTAH
(the "Client")

Title: _____

LEWIS YOUNG ROBERTSON & BURNINGHAM, INC.
(the "Financial Consultant")

Jason W. Burningham, Principal and Owner

Exhibit A: Detailed Scope of Work

WATER, SEWER, AND GARBAGE UTILITY USER RATE ANALYSIS

TASK 1: KICK-OFF MEETING

The project initiation or “kick-off” meeting provides an opportunity for LYRB to understand, in detail, all relevant issues and establish the appropriate lines of communication. This meeting also establishes consensus around the key issues that affect the City and the studies at hand. LYRB staff will utilize this meeting to begin the process of gathering and reviewing planning information, growth projections, historic demands, billing information, future capital project needs, and financing information.

LYRB will help the City develop key financial and management policies that will ensure implementation of the capital maintenance plan, provide financial benchmarks such as cash reserves, debt service coverage ratios, and describe key management policies such as including inflationary increases each year, and adopting rates for a five-year period. LYRB will also review each capital maintenance plan. It is important that rate structuring policies and goals are defined at the start of the project to guide the work and ensure that final rates are tailored to the City’s needs. LYRB will start working immediately with the City to evaluate the City’s situation, discuss strengths or weaknesses with possible rate alternatives, and define rate structure policies that will best fit the City’s needs.

TASK 2: DEMAND ANALYSIS

A primary objective our analysis will be the determination of demand. Demand data will include water usage, sewer production, garbage accounts by type, and other base customer data. LYRB will evaluate demand by customer class and tier to evaluate demand patterns.

TASK 3: REVENUE REQUIREMENT ANALYSIS

Based on the anticipated growth within the service area, LYRB will project annual system revenues compared to forecasted utility expenses for each rate structure for the next five years. LYRB will divide the annual revenue requirements among functional components of the system and proportionately allocate the annual revenue requirements to each user class according to demand. LYRB will compare the forecasted revenues to historic revenue charges and evaluate the effectiveness of current rates and fees.

Utilizing historic financial information and budgets, as well as interviews with City staff, LYRB will project the annual expenditures for a five-year planning horizon to meet all operational needs, capital requirements and all bond covenants and other obligations. Expenditures may include the following: operations and maintenance (O&M) costs, equipment, debt service costs, and major capital projects. The effects of inflation during the study period will be factored into the calculations. LYRB has found that there can be a disconnect between the modeling analysis and the budgeting process employed by the City. In order to mitigate this disagreement, LYRB will work with the City to determine the modeling approach that will best meet the City’s needs. Anticipated customer utility bills will be provided to demonstrate the impact of rate recommendations on different land uses and customer categories. A ten-year utility revenue projection will also be included.

TASK 4: COST OF SERVICE ANALYSIS

LYRB will review historic revenues and expense and project operating budgets over a five-year planning horizon. This task will also incorporate the findings from an analysis of the capital maintenance plan, allocating necessary cost based on project timing. Since future projects are often costly, this step can have a dramatic impact on the proposed rates.

LYRB will provide a cost-of-service allocation analysis of base year revenue requirements and the demand analysis. This task often proves to be the most difficult element in a rate study. LYRB will work with City staff to evaluate each utility relative to fixed versus variables elements of the rate structure and compare that to revenues generated within the base rate and usage rates. In addition, LYRB will evaluate the relationship of

cost between each utility, as much of these costs are shared expenses. LYRB anticipates several coordination meetings to discuss and review the cost-of-service analysis.

Additional elements that LYRB will consider in this task:

- ☞ **Unfunded O&M Needs** – This can include additional staffing needs, contractual increases, and government mandates.
- ☞ **Vehicle/Equipment Replacement Needs** – This can include vehicles and other equipment.
- ☞ LYRB will evaluate base/usage revenue ratios, as well as peak and average demand variables to determine cost allocation strategies. LYRB will coordinate extensively with the City to ensure the cost allocation methodology is acceptable and fully vetted.

TASK 5: RATE DESIGN ANALYSIS

The rate design analysis will incorporate several scenarios. LYRB will provide a baseline scenario to determine any deficiencies and establish base service measurements. From the findings of the baseline analysis, LYRB will establish a rate structure based the information gathered in Tasks 1-4 above. The proposed rates will equitably distribute the total costs allocated to each user. Additionally, we will ensure the recommended rates can be easily administered with the City’s current financial software and by staff.

The analysis will ensure revenue sufficiency based on current and projected expenses, cash flow stability, and necessary debt coverage. LYRB will coordinate with City personnel to ensure that rates are structured to allow for a successful and smooth implementation with the City’s billing mechanisms. The rates will be designed to meet the following objectives:

- ☞ **Revenue Sufficiency:** The rates must ensure revenue sufficiency to meet operation and maintenance (O&M) obligations, construct necessary infrastructure (repair & replacement and new capital expense), meet bond covenants, and enhance the overall creditworthiness of the Utility Funds. Revenue will be projected for the ten-year planning horizon.
- ☞ **Equity Among Users:** The second objective is to show an equitable allocation of the revenue requirements to utility user classes according to the demand characteristics (including both fixed and variable costs) historically displayed by each.
- ☞ **Rate Stability:** The structure will be based on sound financial analysis that effectively forecasts annual system revenues and expenses to prevent excessive rate fluctuation that might result from poor financial planning.
- ☞ **Affordability:** LYRB will then determine a rate structure or rate structures that promote affordability relative to comparable community’s and industry benchmarks. General comparison information will be provided in the report and model.
- ☞ **Simplicity of Rates:** The rate structure will allow any user to understand the method of calculation used when determining monthly bills.
- ☞ **Business Retention:** The rates for commercial and industrial users will be set so that general user rates are not a disincentive for business and will recognize the tax benefits of commercial utility users. LYRB will Review current utilization and determine if a large use rate is necessary.
- ☞ **Compliance:** The completed rate analysis shall be conducted and completed in compliance with all applicable laws and regulations of the State of Utah.

COORDINATION MEETINGS

LYRB will hold four (4) virtual coordination meetings through the data gathering and model development phase to ensure that all aspects of Task 1-4 are fully discussed and reviewed by staff. LYRB will also use these meetings to review the cost-of-service allocation strategies, interconnectivity of each utility, capital needs and other model assumptions.

TASK 6: PRELIMINARY FINDINGS MEETING

After the completion of the above items, LYRB will meet with City staff to review the preliminary findings of the model and to review a summary of the model inputs and outputs (e.g., growth assumptions, number of

customer accounts, revenues, capital needs, debt service coverage, etc.). The model will ensure the enterprise fund will recover the necessary revenue in a reasonable and equitable manner and establish a rate setting policy. This meeting will also allow LYRB to provide a status update for the project and receive any feedback regarding model assumptions. LYRB feels this meeting also provides important interaction with the City and ensures quality control. Through coordination with the City, LYRB will develop several scenarios that will address the goals of the City, while balancing political and financial constraints.

TASK 7: PROVIDE DRAFT WRITTEN RATE ANALYSIS & MODEL

As the project approach is finalized and work is progressing, LYRB will begin the written user rate analysis. The written analysis will summarize recommendations regarding modifications to the existing rate schedules and detail all assumptions. LYRB will meet with the City again to review the final draft model, review assumptions and make any necessary adjustments in preparation for the final presentation. LYRB will also provide a spreadsheet with rate options so that city staff can manipulate it for future evaluation.

TASK 8: WORK SESSION WITH CITY COUNCIL

LYRB will present the preliminary study and recommendations to the City Council during a work session. This will allow LYRB and staff to present preferred alternatives and evaluate policy recommendations suggested by the Council. LYRB will then provide any model and scenario adjustments based on Council direction in preparation for final adoption.

TASK 9: PROVIDE FINAL WRITTEN RATE ANALYSIS & MODEL

LYRB will provide a final report and Excel model incorporating the recommended changes from City staff and City Council.

TASK 10: RATE PUBLIC HEARING

LYRB will present the final recommendations to the City Council at one public hearing.

The above scope of work is to provide the City with the most defensible and accurate rate analysis for each utility. We won't cut corners and we have built in sufficient time for collaboration, presentations and discussion with council.

PROJECT SCHEDULE

Our team is dedicated to meeting the needs of the City. While we will be engaged in other projects, we will allocate necessary resources to meet the proposed timeline for the City. Factors that may extend the project timeframe include additional stakeholder meetings, and public outreach initiatives. LYRB will work with the City to accommodate timing adjustments relative to any additional planning and outreach efforts into the project timeline. LYRB can expedite this timeframe as needed.

Provided below is a summary of the proposed tasks and estimated dates of completion.

WEEK	MONTH 1				MONTH 2				MONTH 3				MONTH 4				MONTH 5			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Task 1: Kick-Off Meeting	█	█																		
Task 2: Demand Analysis		█	█	█																
Task 3: Revenue Requirement Analysis				█	█	█	█	█												
Task 4: Cost of Service Analysis						█	█	█	█	█	█	█								
Task 5: Rate Design Analysis										█	█	█								
Task 6: Preliminary Findings Meeting (1 Meeting)											█	█								
Task 7: Provide Draft Written Rate Analysis												█	█	█						
Task 8: Work Session with City Council (1 Meeting)														█	█	█				
Task 9: Provide Final Written Rate Analysis																		█	█	
Task 10: Rate Public Hearing																			█	█

COORDINATION MEETINGS

LYRB's scope include the following coordination meetings with the City:

- ☞ (1) Project kick-off meeting with city staff (virtual or in person)
- ☞ (4) Progress/Coordination meetings with city staff (virtual)
- ☞ (1) Preliminary Scenario Analysis Review and Discussion with Staff (virtual)
- ☞ (1) City council work session meeting (in person)
- ☞ (1) City public hearing at council regular meeting (in person)

TOOELE CITY CORPORATION

RESOLUTION 2023-63

A RESOLUTION OF THE TOOELE CITY COUNCIL AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF EDWARD BYRNE JUSTICE ASSISTANCE GRANT FUNDING FOR POLICE DEPARTMENT EQUIPMENT.

WHEREAS, the Tooele City Police Department (“Department”) seeks always to maintain and improve the quality of police services to the citizens of Tooele City; and,

WHEREAS, the Department would benefit from the purchase of fentanyl and methamphetamine detection equipment (the “Equipment”); and,

WHEREAS, the Bureau of Justice Assistance, Office of Justice Programs (OJP), U.S. Department of Justice has announced that \$17,403.00 in Edward Byrne Justice Assistance Grant funding has been set aside for the Department to purchase the Equipment; and,

WHEREAS, no local match of public monies is required for this grant; and,

WHEREAS, this Resolution and the funding it authorizes are in the best interest of Tooele City and further the public health, safety, and welfare:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that Tooele City, by and through the Tooele City Police Department, is hereby authorized to apply for and to accept the award of Edward Byrne Justice Assistance Grant funding for the purpose of purchasing the Equipment.

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 _____, 2023.

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

TOOELE CITY CORPORATION

RESOLUTION 2023-64

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN INTERLOCAL AGREEMENT BETWEEN TOOELE CITY AND TOOELE COUNTY FOR 2023 BYRNE JUSTICE ASSISTANCE GRANT FUNDS.

WHEREAS, the Tooele City Police Department (“Department”) seeks always to improve the quality of police services to the citizens of Tooele City; and,

WHEREAS, the Bureau of Justice Assistance, Office of Justice Programs (OJP), U.S. Department of Justice has announced that \$17,403.00 in Edward Byrne Justice Assistance Grant funding has been set aside for the Department for the purchase of fentanyl and methamphetamine detection equipment, as described in Resolution 2023-63; and,

WHEREAS, the City Council approved the grant funding by way of Resolution 2023-63; and,

WHEREAS, OJP requires an interlocal agreement with Tooele County for the distribution of grant funds to Tooele City, and UCA Section 11-13-202 and -202.5 require the interlocal agreement to be approved by the City Council (see the interlocal agreement attached as Exhibit A); and,

WHEREAS, under the interlocal agreement, Tooele County will not receive any of the approved grant funds:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the interlocal agreement attached as Exhibit A is hereby approved, and that the Mayor is hereby authorized to sign the same.

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 _____, 2023.

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

Interlocal Agreement

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF TOOELE AND COUNTY OF TOOELE:
2023 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Interlocal Agreement is made and entered into this _____ day of July, 2023, by and between the COUNTY of Tooele, acting by and through its governing body, the County Council, hereinafter referred to as COUNTY, and the CITY of Tooele, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of Tooele County, State of Utah, witnesseth:

WHEREAS, this Agreement is made under the authority of Sections 11-13-101 U.C.A. et seq.; and,

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and,

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and,

WHEREAS, the CITY agrees to provide the COUNTY \$ 0 from the JAG award for the Edward Byrne Program; and,

WHEREAS, the CITY and COUNTY believe it to be in their best interests to allocate the JAG funds:

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of \$ 0 of JAG funds.

Section 2.

COUNTY agrees to use \$ 0 for the 2023 Edward Byrne Program until September 30, 2024.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by Utah Law.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by Utah Law.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 8.

The terms of this agreement shall be coterminous with the 2023 Edward Byrne Justice Assistance Grant (JAG) program and Tooele City.

CITY OF TOOELE

COUNTY OF TOOELE

Debra E. Winn, Mayor

James A. Welch, County Manager

ATTEST:

Michelle Y. Pitt, City Recorder

Colin Winchester, Deputy County Attorney

Approved as to Form:

Roger Evans Baker, City Attorney

TOOELE CITY CORPORATION

RESOLUTION 2023-37

A RESOLUTION OF THE TOOELE CITY COUNCIL PLACING ON THE NOVEMBER 2023 TOOELE CITY ELECTION BALLOT A PROPOSAL TO AMEND THE TOOELE CITY CHARTER REGARDING CITY COUNCIL TERM LIMITS.

WHEREAS, Article XI §5 of the Utah Constitution sets forth a process by which Utah municipalities can frame, propose, and enact a Charter for self-governance, and provides that

Each city forming its charter under this section shall have, and is hereby granted, the authority to exercise all powers relating to municipal affairs, and to adopt and enforce within its limits, local police, sanitary and similar regulations not in conflict with the general law, and no enumeration of powers in this constitution or any law shall be deemed to limit or restrict the general grant of authority hereby conferred; but this grant of authority shall not . . . be deemed to limit or restrict the power of the [State] Legislature in matters relating to State affairs, to enact general laws applicable alike to all cities of the State.

WHEREAS, after receiving the March 22, 1965, recommendation of the Charter Commission, the voters of Tooele City approved the Tooele City Charter (“Charter”) at a special election held on July 13, 1965; and,

WHEREAS, the Charter was further amended by the voters on November 4, 1975, and November 3, 1981; and,

WHEREAS, on July 7, 2005, the City Council approved Resolution 2005-37 by a vote of 4-0, placing on the November 2005 municipal election ballot the question of whether to amend the Tooele City Charter, and the voters approved the proposed amended Tooele City Charter, effective January 2, 2006; and,

WHEREAS, Tooele City Corporation, established in 1853, is the last remaining charter city in the State of Utah; and,

WHEREAS, the Utah Constitution and the Charter provide that a charter’s approval, amendment, or repeal are to be accomplished by the vote of the people in a regular municipal (odd -numbered years) election, the question being placed on the ballot by either of two ways: (1) by a two-thirds vote of the City Council; or, (2) by petition of qualified electors to a number equal to fifteen percent of the total votes cast for mayor on the next preceding election; and,

WHEREAS, City Council member Tony Graf has proposed that the voters of Tooele City be given the opportunity to vote on the issue of City Council term limits, and has proposed the following Charter amendment (additions in red):

Section 2-03. Elected Officials - Elections - Term - **Council Term Limits**. On the first Tuesday following the first Monday in November of odd numbered years there shall be held an election to fill all elective offices to be vacated in the City at 12:00 o'clock p.m. MST on the first Monday of the January following. Such elected officials shall continue in office for a term of four years and until their successors are elected and qualified, except as provided herein, or unless earlier removed by law. The officials so elected shall enter upon their duties at 12:00 o'clock p.m. MST on the first Monday in January next succeeding their election.

The electors of the City shall elect Council members at the regular municipal election held every odd-numbered year. No member of the Council shall serve on the Council more than three consecutive terms of office. Any person who has served three consecutive terms as a member of the Council shall not be eligible for appointment or election to the Council until after the next municipal election following the expiration of the member's third term. The term limits established by this Section shall apply prospectively only to those members of the Council whose terms of office commence on or after the first Monday in January of the year 2024.

WHEREAS, the City Council discussed this resolution and the proposed Charter amendment during its public work meeting on June 21, 2023; and,

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the question shall be placed on the ballot, for the November 2023 regular municipal election, whether the Tooele City Charter should be amended to include City Council term limits, as shown above.

This Resolution is necessary for the immediate preservation of the peace, health, safety, or welfare of Tooele City and 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 _____, 2023.

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

TOOELE CITY CORPORATION

RESOLUTION 2023-57

A RESOLUTION OF THE TOOELE CITY COUNCIL PLACING ON THE NOVEMBER 2023 TOOELE CITY ELECTION BALLOT A PROPOSAL TO AMEND THE TOOELE CITY CHARTER REGARDING THE CITY RECORDER.

WHEREAS, Article XI §5 of the Utah Constitution sets forth a process by which Utah municipalities can frame, propose, and enact a Charter for self-governance, and provides that

Each city forming its charter under this section shall have, and is hereby granted, the authority to exercise all powers relating to municipal affairs, and to adopt and enforce within its limits, local police, sanitary and similar regulations not in conflict with the general law, and no enumeration of powers in this constitution or any law shall be deemed to limit or restrict the general grant of authority hereby conferred; but this grant of authority shall not . . . be deemed to limit or restrict the power of the [State] Legislature in matters relating to State affairs, to enact general laws applicable alike to all cities of the State.

WHEREAS, after receiving the March 22, 1965, recommendation of the Charter Commission, the voters of Tooele City approved the Tooele City Charter (“Charter”) at a special election held on July 13, 1965; and,

WHEREAS, the Charter was further amended by the voters on November 4, 1975, and November 3, 1981; and,

WHEREAS, on July 7, 2005, the City Council approved Resolution 2005-37 by a vote of 4-0, placing on the November 2005 municipal election ballot the question of whether to amend the Tooele City Charter, and the voters approved the proposed amended Tooele City Charter, effective January 2, 2006; and,

WHEREAS, Tooele City Corporation, established in 1853, is the last remaining charter city in the State of Utah; and,

WHEREAS, the Utah Constitution and the Charter provide that a charter’s approval, amendment, or repeal are to be accomplished by the vote of the people in a regular municipal (odd -numbered years) election, the question being placed on the ballot by either of two ways: (1) by a two-thirds vote of the City Council; or, (2) by petition of qualified electors to a number equal to fifteen percent of the total votes cast for mayor on the next preceding election; and,

WHEREAS, City Council member Tony Graf has proposed that the Charter provisions regarding the City Recorder be amended so as to remove the two-year term

limitation, to provide for service without limitation of time, and to remove the residency requirement, as shown below (additions in red):

Section 3-01. City Recorder. The Council, with the advice of the Mayor, shall select a qualified ~~person elector of the City~~ **person** to act as City Recorder who shall be the clerk of the Council and shall be the depository for all City records not needed for current operations of any department. ~~The City Recorder shall serve without limitation of time and The term of office of the City Recorder shall be for a term of two years unless sooner removed for cause, and said removal shall be~~ **The City Recorder shall serve without limitation of time and** in accordance with the City's policies and procedures and other applicable law.

WHEREAS, the City Council discussed this resolution and the proposed Charter amendment during its public work meeting on June 21, 2023; and,

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the question shall be placed on the ballot, for the November 2023 regular municipal election, whether the Tooele City Charter should be amended regarding the City Recorder's residency and term of service, as shown above.

This Resolution is necessary for the immediate preservation of the peace, health, safety, or welfare of Tooele City and 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 _____, 2023.

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

TOOELE CITY CORPORATION

RESOLUTION 2023-65

A RESOLUTION OF THE TOOELE CITY COUNCIL APPROVING AN AGREEMENT WITH MOUNTAIN STATES FENCE TO INSTALL FENCING AT THE CITY BULK SECONDARY WATER STATION.

WHEREAS, the City Council and City Administration desire to install fencing and gate ("Fence") at the City's new bulk secondary water station located on the water reclamation plant campus; and,

WHEREAS, the City complied with the bid the procedures of §11-39-101 et seq., Utah Code Annotated, as well as Tooele City procurement policy, in selecting Mountain States Fence to install the Fence, for a cost of \$32,201, and Mountain States Fence is a State-approved vendor; and,

WHEREAS, a written agreement with Mountain States Fence is attached as Exhibit A:

NOW, THEREFORE, BE IT RESOLVED BY THE TOOELE CITY COUNCIL that the agreement (Exhibit A) with Mountain States Fence, in the amount of \$32,201, is hereby approved, and that the Mayor is hereby authorized to sign the same.

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 _____, 2023.

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

Mountain States Fence Agreement



MOUNTAIN STATES FENCE

3737 SOUTH 500 WEST - SALT LAKE CITY, UTAH 84115 - (801) 261-4224 - 1-800-873-3623 - FAX (801) 261-4509

WE PROPOSE TO PERFORM THE FOLLOWING DESCRIBED WORK IN ACCORDANCE WITH THESE TERMS AND CONDITIONS INCLUDING THOSE PRINTED ON PAGE 2. WHICH UPON YOUR ACCEPTANCE CONSTITUTES YOUR OFFER TO PURCHASE.

QUOTATION TO: NAME:	TOOELE CITY	DATE:	7/19/2023
ADDRESS:		PROPOSAL NO:	
		PRICE EFFECTIVE UNTIL:	7/29/2023
ATTN:	Stephen Black	Re:	Tooele Bulk Water Stand by
PHONE:		CELL:	435-843-2171 1200 w 3312 Tooele, Ut
FAX:		EMAIL:	stephenb@tooelecity.org PO/CONTRACT NUMBER:

DESCRIPTION OF MATERIAL:	TYPE	OVERALL HEIGHT	STRANDS B/W	MESH & GAUGE	FABRIC SELVAGE	LINE POSTS	POST SPACING	TOP RAIL	CENTER RAIL	BOTTOM RAIL	GATE FRAME
	423	7'	3	9 ga.	BK	1 7/8"	10'	1 5/8"	na	STW	2 3/8"

JOB #	NOTE: This proposal includes Non-Stock, Special Order material. Mountain States Fence will require payment for those materials immediately upon ordering.
--------------	--

DESCRIPTION OF WORK:		
	FURNISHED AND INSTALLED:	
New Material	Approx: 303 Lf. 84" Galvanized chain link fence with barbwire 1 ea. 28' Wide Cantilever, 2 ea. 20' wide Double swing gates	\$20,000.00
	Removal: 74' Lf. Existing Fence (Cutting Post to Ground Lever)	\$700.00
New operator	Gate Operator for the Cantilever 28' wide (Goose neck, loops, globe app, key pad)	\$11,501.00
Total Sum:		\$32,201.00
Excluding: Sprinkler / Underground Line Repair, Grading, Mow Curb, Core Drilling, Clearing Trees, Electrical Work.		
*Subcontractor's prices are only guaranteed for 10 days from the date of its proposal (Dated). All costs increases incurred by Subcontractor will be passed on to Contractor as proportional increases in price and Contractor specifically agrees to this escalation provision. *		
*If Worker's Comp Waiver of Subrogation is required add \$250.00		

A customary fee will be imposed on payments made with a credit card.

QUOTATION PREPARED BY: **Andre G Lopez**

PURCHASER, PLEASE SIGN AND ACKNOWLEDGE ACCEPTANCE ON PAGE 2.

(SIGNATURE DENOTES ACCEPTANCE OF TERMS AND CONDITIONS.)

THIS PROPOSAL SPECIFICALLY EXCLUDES SITE CLEARING, GRADING, SURVEYING, GROUNDING, ELECTRICAL WORK, AND THE LOCATING OF UNDERGROUND UTILITY LINES.



TERMS AND CONDITIONS

- 1 This proposal is for immediate acceptance, which, upon purchaser's acceptance, becomes an offer to purchase; and becomes a contract only upon such acceptance by Purchaser and subsequent approval by Seller's Home Office.
- 2 The Seller may at its option suspend work and deliveries under this contract except for cash, if in its opinion the credit of the purchaser becomes doubtful or impaired, until the Seller has received full settlement or satisfactory security for shipments made and services rendered and is satisfied as to Purchaser's credit for further shipments. If Purchaser fails or refuses to make payment as provided or to furnish such satisfactory security, the Seller shall have the right to enforce payment of the full contract value of the material and labor already furnished, or in process, and may either cancel the unfinished portion of the contract, or may proceed with the contract, in which latter case the Seller shall be entitled to such an extension of time for the performance thereof as is necessitated by the suspension. Seller's omission promptly to exercise its foregoing rights on account of failure by buyer to make payment or furnish security shall not be any waiver of Seller's rights to do so on the continuance or recurrence of any such default.
- 3 The Seller will not be responsible for delays arising from causes beyond its reasonable control and shall be responsible only for reasonable diligence in performing hereunder. Acceptance of performance or delivery shall constitute a waiver of any claims for damages on account of delays.
- 4 All material, unless otherwise expressly provided, shall be in accord with Seller's Standard Specifications and invoiced in accordance with Seller's Current published schedule of weight areas, bundles and standard lengths. Seller's invoice shall govern all settlements in the absence of affirmative showing of error therein.
- 5 a. In the event that this proposal is for the sale of materials only, no claim for compensation for errors of defects in material or workmanship will be allowed unless Seller is given immediate notice and opportunity to investigate, inspect and correct the alleged errors and defects, and if such are found and are not corrected by Seller, the compensation allowed to Purchaser shall be only the reasonable cost of replacing the defect or correcting the error in the materials involved and Seller will under no circumstances pay or be liable for any claims resulting from the use of improper, defective or damaged material. Purchaser shall carefully check material immediately upon arrival at destination, as no claim for shortage will be entertained unless filed with the Seller in writing within five days thereafter, and noted on the original freight bill by the local agent of the carrier.

 b. If this proposal is for the construction of fences and related work, workmanship and materials furnished hereunder are guaranteed for a period of one (1) year from the date of project completion. There is no guarantee, explicit or implied, for wood fencing materials. There is no guarantee for damage due to acts of nature (high winds, flooding, etc.) No claim for compensation for errors or defects in material or workmanship will be allowed unless Seller is given immediate notice and opportunity to investigate, inspect and correct the alleged errors and the defects, and if such are found and are not corrected by Seller, the compensation allowed to Purchaser shall be only the reasonable cost of replacing the defect or correcting the error in the materials involved and Seller will under no circumstances pay or be liable for any claims resulting from the use of improper, defective or damaged material. Purchaser shall carefully check material and installation immediately, as no claims for improper, defective or recurrence of any such default.
- 6 Until paid for, or incorporated into a structure, Purchaser hereby agrees with and grants to Seller a purchase money security interest in the above described materials together with any and all proceeds therefrom; and in case the Purchaser shall become insolvent, or refuse or neglect to pay for material herein provided, the Seller may at its option, without process of law, require the Purchaser to assemble and make said materials available at a place to be designated by the Seller; further, Seller may retake possession of any or all material wherever the same may be found, except as provided above, and credit the account of the Purchaser with the value thereof to the Seller, less the necessary cost and freight charges in retaking the same. Furthermore, this security agreement applies to all collateral of the kind which is the subject of this agreement which the debtor may acquire at any time.
- 7 No one has authority to depart from the terms and conditions of sale as set forth on the face and the back hereof, nor to make representations or arrangements other than those printed hereon whether in the execution or in the performance or pursuance of the contract, unless the same are written on this quotation or are given in writing with it or in pursuance of it, and are fully approved in writing by the Seller's Home Office.
- 8 Fence will follow general contour of ground unless otherwise specified by customer and agreed to in writing by Seller.
- 9 a. Pursuant to ASTM Designation F 567-84, Standard Practice for Installation of Fences:
 1. Purchaser shall indicate the location of fence lines, gates and terminal posts with suitable stakes. Stake intervals shall not exceed 500 ft. (1 52.5m) or line of sight.
 2. The purchaser shall indicate all underground utility locations and other underground structures.
 3. Before installing chain link fence, all necessary site clearing and grading shall be performed by the purchaser. An adequate clearance on both sides of the fence line is required.
 b. Purchaser agrees to notify Seller when the job is "ready" as described in 9.a. If the job is not ready as represented, and Seller, relying on that or some other reasonable representation, incurs expenses for wasted mobilization, Purchaser agrees to pay Seller \$ amount agreed to by the parties, to reimburse Seller for those expenses.
- 10 In accepting this order, it is assumed that no rock, concrete wall, foundation, or any other obstacles will be encountered above or below the ground surface. Should other than normal soil conditions exist, making it necessary to drill holes into rock or concrete and/or remove such obstacles by any means whatsoever, a charge equal to Seller's consequent additional expenses will be made for this service, unless other arrangements are made prior to the consummation of this agreement.
- 11 In the event Seller shall institute and prevail, or defend and prevail, in any action or suit for the determination or rights hereunder, Purchaser will pay to Seller all costs and expenses, including a reasonable attorney's fee, incurred on account thereof. Furthermore, said determination shall be made pursuant to the Laws and Statutes of the State of Utah.
- 12 The total purchase price is due upon completion. A finance charge computed at a periodic rate of 1 ½% PER MONTH which is an ANNUAL PERCENTAGE RATE OF 18% will be charged on any previous balance not paid within 30 days.

Accepted By Buyer:

(Signature)

Date:

TOOELE CITY CORPORATION

ORDINANCE 2023-32

AN ORDINANCE OF TOOELE CITY AMENDING TOOELE CITY CODE TITLE 6 REGARDING ANIMAL CONTROL.

WHEREAS, Tooele City Code Title 6 governs the Animal Control Division and the Animal Shelter; and,

WHEREAS, Animal Control and Animal Shelter responsibilities have been divided administratively between the Tooele City Police Department and the Parks and Recreation Department, respectively; and,

WHEREAS, the City Administration recommends that Animal Control impound responsibilities, and Animal Shelter responsibilities, should be limited to domesticated dogs and cats, and not include livestock, farm animals, exotic or wild animals, small animals, birds, and other animals, for which the Animal Control Division and the Animal Shelter have neither the personnel, equipment, facilities, space, expertise, nor resources to feed and care for; and,

WHEREAS, the City Administration recommendation is reflected in the proposed amendments to Title 6 shown in Exhibit A:

NOW, THEREFORE, BE IT ORDAINED BY THE TOOELE CITY COUNCIL that Tooele City Code Title 6 is hereby amended as shown in Exhibit A; and,

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 _____, 2023.

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 Tooele City Code Title 6 (Animal Control/Animal Shelter)

TITLE 6. ANIMAL CONTROL

- Chapter 1. Animal Control Division; Powers and Authority.**
- Chapter 2. Definitions.**
- Chapter 3. Licensing.**
- Chapter 4. Animals at Large.**
- Chapter 5. Nuisance Animals.**
- Chapter 5a. Repealed.** (Ord. 2003-28, 12-17-2003)
- Chapter 5b. Aggressive Animals.**
- Chapter 6. Rabies Control.**
- Chapter 7. Impounding.**
- Chapter 8. Animal Shelter.**
- Chapter 9. Cruelty to Animals.**
- Chapter 10. Wild Animals.**
- Chapter 11. Regulatory Permits; Kennels.**
(Ord. 2017-07, 03-15-2017)
- Chapter 12. Repealed.** (Ord. 88-28; 09-07-1988)
- Chapter 13. Repealed.** (Ord. 88-28; 09-07-1988)
- Chapter 14. Repealed.** (Ord. 96-02; 02-07-1996)

CHAPTER 1. ANIMAL CONTROL DIVISION; POWERS AND AUTHORITY

- 6-1-1. Division of Animal Control.**
- 6-1-2. Powers of Division personnel.**
- 6-1-3. Duties of Division personnel.**
- 6-1-4. Interference with officer prohibited.**

6-1-1. Division of Animal Control.

There shall be a Division of Animal Control as a Division within the Tooele City Police Department.
(Ord. 2017-07, 03-15-2017) (Ord. 2003-28, 12-17-03)
(Ord. 1981-14, 05-25-1981)

6-1-2. Powers of Division personnel.

(1) The Division commander and all Division and Department officers shall take the oath of office and shall be vested with the power and authority to enforce the provisions of this Title.

(2) Division and Department officers are hereby authorized and empowered to apprehend, transport, and impound ~~domesticated dogs and cats~~ ~~any animal~~ found in violation of this Title, ~~or any animal involved in a violation of State of Utah law~~, including licensable ~~dogs and cats~~ ~~animals~~ for which no license has been procured in accordance with this Title, and any licensed or unlicensed ~~dogs or cats~~ ~~animals~~ for any other violations of this Title.

(3) ~~Division and Department officers shall have the power to enter into any building or upon any property within the city when they have probable cause to believe that there exists in any building and/or upon any property any violation of the provisions of this Title or other applicable law, provided that:~~

(a) ~~If such building and/or property is presently occupied, enforcement personnel shall first present proper~~

credentials to the occupant and request entry, explaining the reasons therefor; and if such building and/or property is unoccupied, enforcement personnel shall first make a reasonable effort to locate the owner thereof or other persons having authority over the building and/or property and request entry, explaining the reasons therefor. If entry into said building or upon said property be refused or the owner of the property or building cannot be located, an officer shall obtain a warrant for the entry and inspection of said building and/or said property.

~~(b) Notwithstanding the provisions of Subsection (a), if an officer has probable cause to believe that a violation of this Title has occurred and that exigent circumstances exist such that it reasonably appears that a person or animal may be in peril of death or bodily injury, the officer shall have the power to immediately enter and inspect such building and/or property and may use any reasonable means required to effect such entry and make such inspection, whether such building and/or property is occupied or unoccupied, and whether or not permission to inspect has been obtained. If the building and/or property is occupied, the officer shall present proper credentials to the occupant and explain the reasons for the entry. Additionally, the provisions of Subsection (a) shall not prohibit the an officer from entering upon unenclosed private property while pursuing an animal in violation of this Title.~~

~~(Ord. 2017-07, 03-15-2017) (Ord. 2003-28, 12-17-03)
(Ord. 1981-14, 05-25-1981)~~

6-1-3. Duties of Division personnel.

- (1) The Division commander will:
 - (a) Enforce this Title and perform other responsibilities pursuant thereto.
 - (b) Supervise Division personnel, ~~including the operation of the animal shelter.~~
 - (c) Keep adequate records of all animals impounded ~~and all monies collected.~~
 - ~~(d) See that all animals and animal holding facilities in the Division's jurisdiction are licensed, controlled, and permitted in accordance with any applicable laws and regulations.~~
 - ~~(e) Establish, in cooperation with the Tooele City-County Health Department and other interested governmental agencies, adequate measures for rabies immunization and control.~~

(2) Each officer shall:

- (a) Enforce this Title in all respects pertaining to animal control within Tooele City, including the ~~care and~~ impounding of animals, and prevention ~~and prosecution~~ of cruelty to animals.
- (b) Carry out all duties prescribed or delegated by the commander.

(Ord. 2017-07, 03-15-2017) (Ord. 2003-28, 12-17-03)
(Ord. 1981-14, 05-25-1981)

6-1-4. Interference with officer prohibited.

Any person who intentionally or recklessly interferes

with any officer in the lawful discharge of the officer's duties as set forth in Title 6 shall be guilty of a class B misdemeanor.

(Ord. 2017-07, 03-15-2017) (Ord. 2003-28, 12-17-03)

(Ord. 1981-14, 05-25-1981)

CHAPTER 2. DEFINITIONS

6-2-1. Definitions.

Unless the context specifically indicates otherwise, the following terms and phrases, as used in this Title, shall have the meanings hereinafter designated:

"Animal" means any live, non-human vertebrate creature, whether wild or domesticated. **In the context of provisions regarding domesticated dogs and cats, "animal" refers specifically to dogs and cats.**

"Animal boarding establishment" means any establishment that takes in animals for boarding for profit.

"Animal grooming parlor" means any establishment maintained for the purpose of offering cosmetological services to animals for profit.

"Animal shelter" and "shelter" means a public or private facility owned or operated by a governmental entity, by an established animal welfare society, or by a veterinarian and used for the care and custody of seized, stray, homeless, quarantined, abandoned, or unwanted dogs **and cats or other small domestic animals.**

"Animal at large" means any domesticated **dog or cat animal**, whether or not licensed, not under restraint.

"Animal under restraint" means any **dog or cat animal** under the control of a person, except **that** a dog shall not be considered under restraint unless on a leash or lead, within a secure enclosure, or otherwise securely confined.

"Attack" or "attacking" means any menacing action by an animal which places a person or another animal in danger of imminent physical pain or impairment of physical condition. Actual physical contact shall not be required to constitute an attack. Attacking shall include **biting, attempting to bite, chasing, tackling, nipping, or otherwise threatening.**

"Bite" or "biting" means an animal's use of teeth upon a person or animal whether or not an injury actually results.

"Cat" means any feline of the domesticated types over four months of age. Any feline under four months of age is a kitten.

"Cattery" means a location where a person engages in boarding, breeding, buying, grooming, sheltering, or selling cats.

"Community cat" See Utah Code 11-46-302, as amended.

"Community cat caretaker" See Utah Code 11-46-302, as amended.

"Community cat colony" See Utah Code 11-46-302, as amended.

"Community cat program" See Utah Code 11-46-302, as amended.

"Commander" means the supervisor of the Division of Animal Control.

"Department" means the Tooele City Police Department.

"Division" means the Division of Animal Control, a

division of the Tooele City Police Department.

"Dog" means any *canis familiaris* over four months of age. Any *canis familiaris* under four months of age is a puppy.

"Domesticated animal" means an animal accustomed to living in or about the habitation of humans and other animals, including cats, ~~dogs, and farm animals, fowl, horses, swine and goats.~~

"Ear-tipping" See Utah Code 11-46-302, as amended.

"Farm animal" See TCC 7-1-5.

"Feral" See Utah Code 11-46-302, as amended.

"Guard dog" means a working dog which is kept under strict control such that it cannot come into direct contact with the public, including in a fenced run or other secure enclosure, or on a leash or lead, and located on a business premises as part of the business premises security.

"Harbor" means keeping, feeding, maintaining, sheltering, exercising ownership of, or caring for an animal.

"Holding facility" means any pet shop, kennel, cattery, groomery, riding school, stable, animal shelter, veterinary hospital, humane establishment, shelter, or any other such facility used for keeping animals.

"Impoundment" means **the taking of an animal taken** into the custody of the **Shelter, Division, or Department.**

"Kennel" means a location where a person engages in boarding, breeding, buying, letting for hire, training for a fee, or selling dogs.

"Leash or lead" means any chain, rope, or other similar device used to restrain an animal.

"Officer" means an Animal Control Division officer and a Department peace officer.

"Person" means an individual and any legal entity, including a corporation, firm, partnership, or trust.

"Pet" means a domesticated animal kept for pleasure rather than utility, including, but not limited to birds, cats, dogs, fish, hamsters, mice, and other animals associated with the human environment. Pet does not include **wild animals, exotic animals, farm animals, or livestock** unless expressly included under other provisions of this Code.

"Pet shop" means any establishment containing cages or exhibition pens, not part of a kennel or cattery, wherein dogs, cats, birds, or other pets are kept or displayed for sale.

"Provoked," "provoking," or "provocation" means any act by a person towards a dog or any other animal done recklessly, knowingly, or intentionally, ~~to~~ tease, torment, abuse, assault, or otherwise cause a reaction by the dog or other animal, provided however, that any act by a person done with the intention to discourage or prevent a dog or other animal from attacking or biting shall not be considered to be a provocation.

"Quarantine" means the isolation of an animal in a secure enclosure so that the animal is not subject to contact with other animals or unauthorized persons.

"Riding school" and "stable" mean an establishment

which provides boarding or riding instruction for any horse, pony, donkey, mule, or burro, or which offers such animals for hire.

“Service animal” means an animal defined as a service animal by the U.S. Department of Justice, and includes a dog that is individually trained and certified to do work or perform tasks for a person with a disability.

“Sponsor of a community cat colony” See Utah Code 11-46-302, as amended.

"Stray" means any animal at large.

“Supervisor” means an animal shelter manager or officer manager, under the supervision of the commander.

"Wild animal," and "exotic animal" mean any animal which is not commonly domesticated, or which is of a predatory nature that would constitute an unreasonable danger to human life, health, or property if not kept or confined in a safe and secure manner, including those animals which, as a result of their natural condition, cannot be vaccinated effectively for rabies. Those animals, however domesticated, shall include the following:

- (a) Alligators and crocodiles.
- (b) Bears (ursidae).
- (c) Cat family (felidae). All except the commonly accepted domesticated cats, and including cheetah, cougars, leopards, lions, lynx, panthers, mountain lions, tigers, and wildcats.
- (d) Dog family (canidae). All except domesticated dogs, and including wolf, part wolf, fox, part fox, coyote, and part coyote.
- (e) Porcupine (erethizontidae).
- (f) Primate (hominidae). All subhuman primates, including apes, gorillas, monkeys, and lemurs.
- (g) Raccoon (procyonidae). All raccoons including eastern raccoon, desert raccoon and ring-tailed cat.
- (h) Skunks, except skunks that are descended and neutered or spayed.
- (i) Venomous fish and piranha.
- (j) Venomous snakes and lizards.
- (k) Weasels (mustelidae). All weasels, including martens, wolverines, badgers, otters, ermine, mink, mongoose, and ferrets, but excepting domesticated ferrets.

(Ord. 2020-07, 03-04-2020) (Ord. 2017-07, 03-15-2017)
(Ord. 2008-11, 11-05-2008) (Ord. 2006-19, 08-16-2006)
(Ord. 2003-28, 12-17-2003) (Ord. 1988-28,09-07-1988)

CHAPTER 3. LICENSING

6-3-1. Dog and cat Animallicensing requirements.

6-3-2. License tag.

6-3-3. Licensing exemptions.

6-3-4. Penalties.

6-3-1. Dog and cat Animallicensing requirements.

(1) All dogs and cats within Tooele City must be licensed each year, except as otherwise provided herein.

(2) Any person owning, possessing, or harboring any dog or cat shall obtain a license for such animal within 30 days after the dog or cat reaches the age of four months; or, in the case of a dog or cat over the age of four months, within 10 days of the acquisition of the dog or cat.

(3) License renewal applications must be submitted annually to the Finance Department, utilizing a standard form which includes the name, address, and telephone number of the applicant; the name, breed, sex, color, and age of the animal; and full rabies immunization information. The application shall be accompanied by the prescribed license fee and by a current rabies vaccination certificate.

(4) Dog and cat license fees shall be as contained in the Tooele City Fee Schedule established by resolution of the City Council.

(5) No dog or cat will be licensed as spayed or neutered without proof that the animal has been sterilized such surgery was performed.

(6) The license shall be effective from the date of purchase through December 31 of the license year. A late fee shall be imposed upon licenses renewed after February 28, the end of February of the following year, after which a late fee shall be imposed. Licenses for the following year may be purchased as early as October 1, 90 days prior to the expiration of any year's license.

(7) No person or persons may own or harbor at any one residence within Tooele City any combination of dogs and cats that exceeds a total of 4 animals.

(Ord. 2017-07, 03-15-2017) (Ord. 2008-11, 11-05-2008) (Ord. 2003, 12-17-2003) (Ord. 1994-55, 12-08-1994) (Ord. 1994-17, 03-15-1994) (Ord. 1988-28, 09-07-1988)

6-3-2. License tag.

(1) Upon payment of the license fee, the Finance Department shall issue to the owner a certificate and a tag for each dog and cat licensed. The tag shall have stamped thereon the license number corresponding with the tag number of the certificate. The owner shall attach the tag to the collar or harness of the animal and see that the collar and the tag are constantly worn. Failure to attach the tag as provided shall be a violation of this Chapter.

(2) License tags are not transferable from one animal to another. No refunds will be made on any license fee for any reason whatsoever. Replacements for lost or destroyed tags shall be issued upon payment of the required fee, \$5.00 to the Finance Department.

(3) Removing or causing to be removed, the collar, harness, or tag from any licensed dog or cat without the consent of the owner or keeper thereof, except a licensed veterinarian, Shelter personnel, or a Division officer, shall be a violation of this Chapter.

(Ord. 2017-07, 03-15-2017) (Ord. 2003-28, 12-17-2003) (Ord. 1981-14, 05-25-1981)

6-3-3. Licensing - exemptions.

(1) The licensing and fee provisions of Section 6-3-1 and 6-3-2 herein shall not apply to:

(a) individual dogs and cats within a properly licensed dog kennel, cattery, or other such establishment when such dogs or cats are held for resale.

(b) community cats that belong to a community cat colony as defined by Utah Code 11-46-302, as amended.

(2) The fee provisions of Sections 6-3-1 and 6-3-2 shall not apply to:

(a) Service animals.

(b) Dogs especially trained and used to assist officers and other officials of government agencies in the performance of their official duties.

(3) Nothing in this Section shall be construed so as to exempt any dog or cat from having a current rabies vaccination.

(Ord. 2020-07, 03-04-2020) (Ord. 2017-07, 03-15-2017) (Ord. 2003-28, 12-17-2003) (Ord. 1981-14, 05-25-1981)

6-3-4. Penalties.

Every person who violates any provision of this Chapter is guilty of an Infraction.

(Ord. 2020-33, 08-19-2020) (Ord. 2003-28, 12-17-2003)

CHAPTER 4. ANIMALS AT LARGE

6-4-1. Unlawful to harbor stray animals.

6-4-2. Animals running at large.

6-4-3. Animals on unenclosed premises.

6-4-4. Female animals in heat.

6-4-5. Places prohibited to animals.

6-4-6. Penalties.

6-4-1. Unlawful to harbor stray animals.

It is unlawful for any person to harbor any lost or strayed animal, except for community cats. Whenever any **cat or dog** shall be found which appears to be lost or strayed, it shall be the duty of the finder to notify the **Shelter** within 24 hours, and the **Shelter** shall impound the animal as herein provided.

(Ord. 2020-07, 03-04-2020) (Ord. 2017-07, 03-15-2017)

(Ord. 2003-28, 12-17-2003) (Ord. 1981-14, 05-25-1981)

6-4-2. Animals running at large.

It is unlawful for the owner or person having charge, care, custody, or control of any animal to allow such animal to run at large at any time. The owner or person charged with responsibility for an animal found running at large shall be strictly liable for a violation of this **sSection** regardless of the precautions taken to prevent the escape of the animal and regardless of whether or not such person knows the animal is running at large.

(Ord. 2017-07, 03-15-2017) (Ord. 1990-16, 09-11-1990)

6-4-3. Animals on unenclosed premises.

It is unlawful for any person to chain, stake out, or tether an animal on any unenclosed premises in such a manner that the animal may go beyond the property line unless such person has permission of the owners of all affected adjacent properties, **and provided that the animal shall not be permitted to go beyond the property line into the public right-of-way, including onto the public sidewalks.**

(Ord. 2017-07, 03-15-2017) (Ord. 1981-25, 05-21-1981)

6-4-4. Female animals in heat.

It shall be unlawful for any owner or person having charge, care, custody, or control of any female animal in heat, in addition to restraining such animal from running at large, to fail to cause such animal to be constantly confined in a building or secure enclosure, except for planned breeding purposes.

(Ord. 2017-07, 03-15-2017) (Ord. 1981-14, 05-25-1981)

6-4-5. Places prohibited to animals.

(1) It is unlawful for any person to take or permit any animal, whether loose or on a leash or in the arms, in or about any establishment or place of business where food or food products are sold or displayed, including, but not limited to, restaurants, grocery stores, meat markets, and

fruit or vegetable stores.

(2) It is unlawful for any person keeping, harboring, or having charge, care, custody, or control of any animal to allow the animal to be within Zone 1 of any designated groundwater source protection area (within a 100-foot radius of a wellhead or spring collection area).

(3) This **sSection** shall apply to community cat colonies.

(4) This Section shall not apply to service animals, as defined.

(Ord. 2020-07, 03-04-2020) (Ord. 2017-07, 03-15-2017)

(Ord. 2003-28, 12-17-2003) (Ord. 1981-14, 05-25-1981)

6-4-6. Penalties.

Every person who violates any provision of this Chapter is guilty of **an Infraction.**

~~(1) an Infraction for domesticated dogs and cats that are identified as a particular individual's pets;~~

~~(2) a class C misdemeanor for all other animals.~~

(Ord. 2020-33, 08-27-2020) (Ord. 2003-28, 12-17-2003)

CHAPTER 5. NUISANCE ANIMALS

6-5-1. Repealed.

6-5-2. Repealed.

6-5-3. Nuisance animals.

6-5-4. Repealed.

6-5-5. Repeated offenses.

6-5-6. Penalties.

6-5-1. Repealed.

(Ord. 1996-03, 02-07-1996)

6-5-2. Repealed.

Ord. 1996-03, 02-07-1996)

6-5-3. Nuisance animals.

Any owner or person having charge, care, custody, or control of an animal or animals causing a nuisance as defined below shall be in violation of this Chapter and subject to the penalties provided herein. The following shall be deemed a nuisance:

(1) Any animal which:

(a) causes damage to the property of anyone other than its owner;

(b) causes unreasonable fouling of the air by odors;

(c) causes unsanitary conditions in its enclosures or surroundings;

(d) creates a breeding place for flies or other insects;

(e) defecates on any public sidewalk, park strip, park, or building, or on any private property without the consent of the owner of such private property, unless the person owning, harboring, or having care, charge, custody, or control of such animal shall bag and remove immediately such defecation to a proper trash receptacle;

(f) barks, whines, howls, or makes other noises in an excessive, continuous, disturbing, or untimely fashion;

(g) unreasonably disturbs passersby or chases passing vehicles;

(h) is in violation of Chapter 5-6b (Aggressive Animals);

(i) engages in actions during any 12-month period resulting in 3 or more criminal convictions.

(2) Any animals which, by virtue of the number maintained, are determined by an officer or the Tooele County Health Department to be offensive or dangerous to the public health, welfare, and safety.

(Ord. 2020-33, 08-27-2020) (Ord. 2017-07, 03-15-2017) (Ord. 2003-28, 12-17-2003) (Ord. 1996-03, 02-07-1996)

6-5-4. Repealed.

(Ord. 2003-28, 12-17-2003)

6-5-5. Repeated offenses.

(1) An ~~dog or cat animal~~ owner shall forfeit to

the City all ~~dogs and cats animals~~ that, individually or collectively, gave rise to violations of Title 6 for which convictions entered on 3 or more separate occasions during a 12-month period against persons owning, harboring, or having charge, care, custody, or control of those ~~dogs or cats animals~~. Upon the third conviction, the City Attorney's Office may petition a court of competent jurisdiction to compel forfeiture. After the court enters the appropriate order, the Division shall impound all ~~dogs and cats animals~~ that gave rise to the convictions. Any ~~dog or cat animal~~ impounded pursuant to this Section shall be dealt with in accordance with the provisions of this Title for impounded animals, except that the owner or the owner's agent shall not be allowed to redeem the impounded animal or animals under any circumstances.

(2) An owner of a nuisance-causing animal other than a dog or a cat shall eliminate the nuisance. Upon the third nuisance conviction and/or abatement, the City Attorney's Office may petition a court of competent jurisdiction to compel permanent removal of the animal from the Tooele City corporate limits.

(Ord. 2017-07, 03-15-2017) (Ord. 2008-11, 11-05-2008) (Ord. 2003-28, 12-17-2003) (Ord. 1996-03, 02-07-1996) (Ord. 1981-14, 05-25-1981)

6-5-6. Penalties.

(1) Every person who violates any provision of Section 6-5-3 is guilty of a class C misdemeanor.

(2) Each and every day that a violation of Section 6-5-3 continues shall constitute a separate offense.

(Ord. 2017-07, 03-15-2017) (Ord. 2003, 12-17-2003) (Ord. 1996-03, 02-07-1996)

CHAPTER 5a. Repealed. (Ord. 2003-28, 12-17-2003)

CHAPTER 5b. AGGRESSIVE ANIMALS.

6-5b-1. Attacking animals.

6-5b-2. Animal bite of a human being.

6-5b-3. Animal bite of another domestic animal.

6-5b-4. Affirmative defenses.

6-5b-5. Impoundment – biting ~~dogs and cats~~ animals.

6-5b-6. Potentially dangerous and dangerous ~~dogs and cats~~ animals - application for hearing.

6-5b-7. Hearing procedures with the Division.

6-5b-8. Appeal.

6-5b-9. Penalties.

6-5b-10. Law enforcement animals.

6-5b-1. Attacking animals.

Subject to the affirmative defenses of Section 6-5b-4, any person owning or having charge, care, custody, or control of any animal is guilty of a class C misdemeanor if the animal approaches any human being or domesticated animal upon public or private property in an apparent attitude of attack. This is a strict liability offense. (Ord. 2017-07, 03-15-2017) (Ord. 2003-28, 12-17-2003)

6-5b-2. Animal bite of a human being.

Subject to the affirmative defenses of Section 6-5b-4, any person owning or having charge, care, custody, or control of an animal that bites any human being upon public or private property is guilty of a class B misdemeanor. This is a strict liability offense. (Ord. 2017-07, 03-15-2017) (Ord. 2003-28, 12-17-2003)

6-5b-3. Animal bite of another domestic animal.

Subject to the affirmative defenses of Section 6-5b-4, any person owning or having charge, care, custody, or control of an animal that bites another domestic animal upon public or private property is guilty of a class C misdemeanor. This is a strict liability offense. (Ord. 2017-07, 03-15-2017) (Ord. 2003-28, 12-17-2003)

6-5b-4. Affirmative defenses.

The following are affirmative defenses to prosecution under Sections 6-5b-1, 6-5b-2, and 6-5b-3:

(1) The victim was tormenting, abusing, or assaulting the animal or has, in the recent past, tormented, abused, or assaulted the animal.

(2) The victim was committing or attempting to commit a crime.

(3) The victim was trespassing on private property owned, leased, or rented by the person keeping the animal.

(4) The animal was on a substantial leash or lead, or within fenced private property owned, leased, or rented by the person keeping the animal, and the animal was responding to attack or intrusion on the property by another animal.

(Ord. 2017-07, 03-15-2017) (Ord. 2003-28, 12-17-2003)

6-5b-5. Impoundment – biting ~~dogs and cats~~ animals.

(1) The Division shall immediately impound, or otherwise ~~deliver for~~ quarantine, any ~~dog or cat animal~~ where the Division has reason to believe the animal has bitten a human being or domesticated animal without provocation.

(2) After 10 days and subject to the terms of Section 6-6-7, the ~~shelter Division~~ shall return the impounded animal to the animal's owner or custodian upon payment of the applicable fees unless a complaint pursuant to Section 6-5b-6 has been filed. If a complaint has been filed, the ~~shelter Division~~ shall retain the animal until proceedings are complete and a final determination has been made whether the animal is dangerous or potentially dangerous. If the animal is ultimately declared dangerous or potentially dangerous, the animal's owner or custodian shall be responsible for all expenses of the impoundment.

(3) In lieu of impound, the Division may allow the animal to be confined at the owner's or custodian's expense in a ~~City Division~~ approved kennel or veterinary facility within the city. The owner or custodian shall not remove the animal from the kennel or veterinary facility without the prior written approval of ~~the shelter Division~~ supervisor or authorized representative.

(4) Any person who owns or possesses the animal to be impounded and who refuses to surrender the animal upon demand of the Division is guilty of a class B misdemeanor. (Ord. 2017-07, 03-15-2017) (Ord. 2008-11, 11-05-2008) (Ord. 2003-28, 12-17-2003)

6-5b-6. Potentially dangerous and dangerous ~~dogs and cats~~ animals - application for hearing.

(1) Upon written application of the Division or any other person alleging that ~~an dog or cat animal~~ is or is not dangerous or potentially dangerous, the Department hearing examiner shall conduct a hearing to determine whether an animal is a potentially dangerous or dangerous animal. The application must be filed with the Department within 30 days of impoundment of the animal by the Division or other Division determination that the animal is dangerous or potentially dangerous. The application shall state the legal and factual grounds supporting the application. The hearing examiner will not conduct a hearing on an application that does not state the legal and factual grounds supporting the application. The hearing shall be conducted in accordance with the procedures provided by Section 6-5b-7.

(2) ~~An dog or cat animal~~ shall be declared potentially dangerous if, unprovoked, it:

(a) bit a human being or domesticated animal whether on public or private property;

(b) chased or approached a person upon public or private property in an apparent attitude of attack; or,

(c) has a known propensity to attack unprovoked, or to cause injury or otherwise to threaten the safety of humans or domesticated animals.

(3) A ~~dog or cat animal~~ shall be declared dangerous when the animal has:

(a) killed a human being or inflicted injury on a human being that created or caused protracted physical pain, permanent disfigurement, or temporary or permanent impairment of any bodily member or organ;

(b) without provocation, killed a pet or domesticated animal;

(c) bitten or endangered the safety of humans or domesticated animals after previously having been found to be potentially dangerous; or,

(d) done any of the acts listed in subparagraph (2) that would classify the animal as potentially dangerous, but after a hearing held pursuant to Section 6-5b-7, the hearing examiner reasonably believes that the animal poses an unreasonable risk of inflicting death or substantial bodily injury on a human being or domesticated animal.

(4) In making a determination whether a ~~dog or cat animal~~ is potentially dangerous or dangerous, the hearing examiner shall consider each of the following factors:

(a) any previous history of the animal attacking or biting a human being or domesticated animal;

(b) the nature and extent of injuries inflicted and the number and ages of victims involved;

(c) the location where the attack took place;

(d) the presence or absence of any provocation or other circumstance that would justify or explain the bite or attack;

(e) the extent to which property has been damaged or destroyed;

(f) whether the animal exhibits any characteristics of being trained for fighting or attacking, and any evidence to show such training;

(g) whether the animal exhibits characteristics of aggressive or unpredictable temperament or behavior in the presence of human beings or domesticated animals;

(h) whether the animal can be effectively trained or retrained to change its temperament or behavior;

(i) the manner in which the animal has been kept by its owner or custodian;

(j) the owner's or custodian's past and future ability and willingness to train and control the animal;

(k) any other relevant information or evidence regarding the ability of the owner or custodian, or the Division, to protect the public safety in the future if the animal is permitted to remain in the city.

(5) If the hearing examiner determines that the ~~dog or cat animal~~ is potentially dangerous, and if the owner or custodian is able and willing to properly train, handle, and maintain the animal, the hearing examiner may impose reasonable terms, conditions, and restrictions upon the owner's or custodian's continued possession of the animal and the training, handling, and maintenance of the animal to protect the public health, safety, and welfare.

(6) If the hearing examiner determines that the ~~dog or~~

~~cat animal~~ is dangerous, the Division shall order the shelter supervisor to humanely destroy the animal.

(7) Unless otherwise precluded by order of a court of competent jurisdiction, the shelter supervisor shall authorize the destruction of the ~~dog or cat animal~~ 5 business days after a final determination either by the Chief of Police (or designee), or by the Administrative Hearing Officer under Chapter 1-28, that the animal is dangerous.

(8) Any ~~dog or cat animal~~ that is determined to be potentially dangerous by the hearing examiner shall be permanently identified as such by the Division by the use of photographs or permanent marking, or both, prior to the animal's release from impound or confinement.

(9) Any ~~dog or cat animal~~ that is determined to be potentially dangerous, or that is determined to not be dangerous or potentially dangerous, shall be presumed abandoned if the animal is not redeemed from impound within 5 business days of notice of the determination, and may thereafter be humanely destroyed, adopted, or otherwise disposed of.

(Ord. 2017-07, 03-15-2017) (Ord. 2008-11, 11-05-2008) (Ord. 2003-28, 12-17-2003)

6-5b-7. Hearing procedures with the Division.

(1) The Chief of Police shall appoint a hearing examiner who shall exercise all powers relating to the conduct of the hearing on the application.

(2) After receiving an application alleging that a ~~dog or cat animal~~ is dangerous or potentially dangerous, the Department shall give notice of the hearing to the applicant and to the owner or custodian of the animal. The notice shall include the following:

(a) the purpose and reason for holding the hearing;

(b) the requested remedy or penalty; and,

(c) the time and place where the hearing is to be held.

(3) At the hearing, the owner of the animal, the complainant or complainants, if any, and the Division shall be given an opportunity to present evidence and to call and cross-examine witnesses.

(4) The hearing examiner may continue the hearing from time to time upon good cause being shown.

(5) Hearings need not be conducted according to technical rules relating to evidence or witnesses. Any relevant evidence shall be admissible if it is the sort of evidence on which responsible persons are accustomed to rely in conduct of serious affairs, regardless of the existence of any common law or statutory rule to the contrary. Hearsay evidence may be admitted for the purpose of supplementing or explaining any direct evidence, but generally will not be sufficient in itself to support a finding. Oral evidence shall be taken only on oath or affirmation. Other evidence may be admitted upon proffer.

(6) A recording or transcript of the hearing may be taken at the expense of the party desiring the record.

(7) The burden is on the Division or complainant to show by a preponderance of the evidence that the animal should be declared dangerous or potentially dangerous.

(8) Unless otherwise granted additional time by the Chief of Police, the hearing examiner shall, within 10 days of the conclusion of any hearing, submit a written report to the Chief of Police containing a summary of the evidence and stating the hearing examiner's findings and recommendations. The report shall be a public record and shall be served upon the owner of the animal by certified mail. A failure by the hearing examiner to submit a timely report shall not constitute grounds to challenge, overrule, or otherwise annul the hearing examiner's recommendations or the Police Chief's subsequent decision.

(9) If the hearing examiner determines that the animal is potentially dangerous, the hearing examiner shall make recommendations in accordance with Sections 6-5b-6(5). Terms, conditions, or restrictions may include the following:

(a) selection of locations within the owner's property or premises where the animal must be kept;

(b) requirements as to size, construction, materials, and design of an enclosure where the animal must be kept;

(c) specialized training from a trainer or training program approved by the Division to correct any of the animal's behavioral problems;

(d) prohibiting the addition of any new animal at the premises;

(e) types and methods of restraint, or muzzling, or both;

(f) photo identification or permanent marking, or both, for purposes of identification;

(g) payment of an additional annual \$50 license fee;

(h) procurement and maintenance of a \$25,000 liability policy insuring against personal injuries that may be caused by the animal; and,

(i) revocation of the animal license or permit.

(10) The Chief of Police shall review the hearing examiner's findings and recommendations. The Chief of Police may adopt or reject the findings of the hearing examiner, or may adopt or modify the recommendations of the hearing examiner, or may return the matter to the hearing examiner requesting additional evidence, findings, and recommendations. The Police Chief's decision shall be finalized in writing and shall be served upon the owner of the animal in person or by certified mail. The Police Chief's decision shall be considered issued for purposes of appeal and enforcement on the date of mailing to the animal owner.

(Ord. 2017-07, 03-15-2017) (Ord. 2008-11, 11-05-2008) (Ord. 2003-28, 12-17-2003)

6-5b-8. Appeal.

Appeal of the decision of the Chief of Police shall be to the Administrative Hearing Officer. The appeal must be filed with the City Recorder within 10 days of the date of mailing of the Police Chief's decision to the animal owner, pursuant to the provisions of Chapter 1-28.

(Ord. 2017-07, 03-15-2017) (Ord. 2013-07, 04-17-2013) (Ord. 2012-20, 09-19-12); (Ord. 2003-28, 12-17-2003)

6-5b-9. Penalties.

(1) It shall be a class B misdemeanor for any person to own, possess, harbor, or keep any ~~dog or cat~~ ~~animal~~:

(a~~+~~) after a final decision declaring the animal dangerous; or,

(b~~2~~) within the city limits in violation of any term, condition, or limitation imposed upon the owner's continued possession or control of the animal pursuant to a final decision rendered under the provisions of this Chapter.

(2) Each and every day that a violation of this Chapter continues shall constitute a separate offense.

(Ord. 2017-07, 03-15-2017) (Ord. 2008-11, 11-05-2008) (Ord. 2003-28, 12-17-2003)

6-5b-10. Law enforcement animals.

The provisions of this Title do not apply to dogs used by law enforcement officers while in the course of performing police work.

(Ord. 2003-28, 12-17-2003)

CHAPTER 7. IMPOUNDING

6-7-1. Animals to be impounded.

6-7-2. Case report.

6-7-3. Disposition of impounded animals.

6-7-4. Fees.

6-7-1. Animals to be impounded.

(1) Officers shall place ~~dogs and cats animals~~ taken into custody into an animal shelter.

(2) The following ~~dogs and cats animals~~ may be taken into custody and impounded without the filing of a complaint:

(a) any animal being kept contrary to Tooele City Code Title 6;

(b) any animal creating a nuisance;

(c) any animal required to be licensed which is not licensed. An animal not wearing a tag shall be presumed to be unlicensed;

(d) any sick or injured animal whose owner cannot be located after reasonable effort;

(e) any lost, strayed, or abandoned animal;

(f) any animal required to be vaccinated for rabies which is not so vaccinated;

(g) any animal to be held for quarantine;

(h) any animal at large;

(i) any animal that has attacked a person or domestic animal; and,

(j) any animal that has bitten a person or domestic animal.

(3) The following ~~dogs and cats animals~~ shall be immediately taken into custody and impounded:

(a) any animal that has bitten a person or a domestic animal without provocation;

(b) any animal that has been determined to be dangerous pursuant to Section 6-5b-6; and,

(c) any animal previously designated as a potentially dangerous animal that is not being kept under the conditions imposed pursuant to Sections 6-5b-6 or 6-5b-7.

(Ord. 2017-07, 03-15-2017) (Ord. 2003-28, 12-17-2003) (Ord. 1994-02, 01-11-1994)

6-7-2. Case report.

Officers shall complete case reports on all impounded animals, which reports shall include, as applicable:

(1) a detailed description of the animal, including tag number, if present;

(2) the reason for and the date of impound;

(3) the location of the pickup;

(4) the name of the officer picking up the animal;

(5) the name and address of any person relinquishing an animal to the officer or to the animal shelter;

(6) the name and address of the redeemer or purchaser;

(7) all expenses accruing during impoundment;

(8) all fees received; and,

(9) the manner and date of disposal.

(Ord. 2017-07, 03-15-2017) (Ord. 2003-28, 12-17-2003) (Ord. 1994-02, 01-11-1994)

6-7-3. Disposition of impounded ~~dogs and cats~~ animals.

(1) Except as otherwise provided in Title 6 (i.e., for dangerous or quarantined animals), any impounded ~~dog or cat animal~~ may be redeemed ~~from the Shelter~~ by its owner during the impound period upon payment of the applicable fees.

(2) During impound, reasonable efforts shall be made to identify the animal's owner and give such owner notification of the impoundment. Notice shall be deemed given when contact is made by telephone or in person, or when a written message is left at the last known address of the registered owner.

(3) The owner of an impounded animal must redeem the animal within 5 business days after notification. Failure to so redeem the animal shall indicate that the animal is abandoned and subject the animal to immediate ~~adoption, rescue, humane~~ destruction, or other disposition.

(4) Each impounded, unredeemed animal shall be kept a minimum of 5 business days after impound, except as otherwise provided in this Title 6.

(5) Following impound, animals which are not redeemed, except for those animals quarantined under the provisions of Section 6-6-7, held under the provisions of Section 6-5b-5, or confined by court order, may be ~~adopted out, delivered to a rescue organization, humanely~~ destroyed, or otherwise disposed of. The Division shall not sell or adopt out any animal that has not been spayed or neutered.

(6) Quarantined animals not redeemed by their owner within 5 business days after the quarantine is ended shall be subject to immediate ~~adoption, rescue, humane~~ destruction, or other disposition.

(7) Any animal voluntarily relinquished ~~or surrendered~~ by its owner to the Division or the ~~s~~Shelter ~~for destruction or other disposition~~ may be ~~immediately adopted out, delivered to a rescue organization, humanely~~ destroyed, or otherwise disposed of ~~immediately upon receipt~~.

(8) At the discretion of a ~~Division or Shelter~~ supervisor, any impounded animal having or suspected of having a serious physical injury or a contagious disease requiring medical attention may be released to the care of a veterinarian, with the consent of the owner. The owner shall be responsible for all costs and fees.

(9) When, in the judgment of a ~~Division or Shelter~~ supervisor or officer, an impounded animal must be destroyed for humane reasons or to protect the public from imminent danger to persons or property, the animal may be destroyed without regard to any time limitations otherwise established herein and without court order.

(Ord. 2017-07, 03-15-2017) (Ord. 2008-11, 11-05-2008) (Ord. 2003-28, 12-17-2003) (Ord. 1994-02, 01-11-1994)

6-7-4. Fees.

(1) Fees relating to impounded animals shall be contained in the Tooele City Fee Schedule established by resolution of the Tooele City Council.

(2) Except as otherwise provided in Title 6, the owner of an impounded animal, or the owner's agent, may redeem the animal before disposition, provided all applicable impounding, boarding, veterinary, licensing, rabies vaccination, and other fees and costs are first paid.

(3) No impound fee shall be charged for to:

(a) the impoundment reporting owner of a suspected rabid animal if the reporting person owner complies with Chapter 6-6; or,

(b) the impoundment owner of an animal:

(i) not found to be either potentially dangerous or dangerous after a hearing under Chapter 6-5b; and,-

(ii) regarding which criminal charges are declined.

(4) Except as otherwise stated in this Section, the owner of an impounded animal is liable for all impound, disposition, and other costs, which if not voluntarily paid may be collected through a civil action or by being added to the owner's tax or utility bill.

(5) Persons may obtain any animal not timely redeemed by its owner for a fee per animal established in the Tooele City Fee Schedule by resolution of the City Council, plus the costs of license, spay, neuter, and rabies vaccination, as applicable.

(Ord. 2017-07, 03-15-2017) (Ord. 2008-11, 11-05-2008)
(Ord. 2003-28, 12-17-2003) (Ord. 1994-02, 01-11-1994)

CHAPTER 8. ANIMAL SHELTER

6-8-1. Animal ~~s~~Shelter provided.

6-8-2. Disposal facilities.

6-8-3. Medical treatment.

6-8-1. Animal shelter provided.

(1) Tooele City ~~shall~~has determined it to be in the City's best interest to provide premises and facilities to be used as an ~~a~~Animal ~~s~~Shelter where impounded ~~dogs and cats~~ ~~small animals~~ can be adequately kept ~~short-term, pending disposition~~. The City shall purchase and supply food and furnish humane care for impounded ~~dogs and cats~~~~animals~~, subject to owner reimbursement. ~~The Shelter is not intended or required to accept, impound, keep, feed, or otherwise care for livestock, wild or exotic animals, or other animals.~~

(2) Shelter personnel shall ~~do the following~~:

(a) ~~see that all animals and animal holding facilities at the Shelter are licensed, controlled, and permitted in accordance with any applicable laws and regulations; and,~~

(b) ~~establish, in cooperation with the Tooele City-County Health Department and other interested governmental agencies, as applicable, adequate measures for rabies immunization and control.~~

(Ord. 2017-07, 03-15-2017) (Ord. 2003-28, 12-17-2003)
(Ord. 1981-14, 05-25-1981)

6-8-2. Disposal facilities.

Tooele City shall provide for the humane destruction of dogs and ~~cats~~ ~~other animals required~~ ~~allowed~~ to be ~~euthanized~~ ~~destroyed by~~ pursuant to this Title or ~~by~~ the laws of the State of Utah.

(Ord. 2017-07, 03-15-2017) (Ord. 2003-28, 12-17-2003)
(Ord. 1981-14, 05-25-1981)

6-8-3. Medical treatment.

Tooele City may furnish medical treatment, when necessary, ~~in the City's discretion~~, to ~~dogs and cats~~ ~~animals~~ impounded under the provisions of this Title. The costs for such treatment shall be assessed to the owner upon redemption, or to the new owner upon ~~purchase or adoption~~ ~~or transfer to a rescue organization~~.

(Ord. 2017-07, 03-15-2017) (Ord. 2003-28, 12-17-2003)
(Ord. 1981-14, 05-25-1981)

**TOOELE CITY CORPORATION
FISCAL NOTE TO PROPOSED EXPENDITURE**

07/20/23

DESCRIPTION OF EXPENDITURE:

VENDOR: TOOELE COUNTY SHERIFF'S OFFICE V# 01881

FY23 4TH QUARTER DISPATCH FEES

REVENUE LINE ITEM:	ACCOUNT NUMBER	CURRENT BUDGET	RECEIPTS TO DATE	ADDITIONAL FUNDING	TOTAL FUNDING
					0.00

EXPENDITURE LINE ITEM	ACCOUNT NUMBER	ADJUSTED BUDGET	Y. T. D. EXPENSES	PROPOSED EXPENSE	BUDGET BALANCE
DISPATCH SERVICES	110 4211 313000	321,459.00	241,094.25	80,364.75	0.00
TOTAL:				80,364.75	

REQUESTED Isl Chief Day
DEPARTMENT HEAD

REVIEWED Sharon Wimmer
FINANCE DIRECTOR

APPROVED _____
MAYOR

APPROVED _____
COUNCIL CHAIRMAN

TOOELE COUNTY SHERIFF'S OFFICE

1960 South Main Street
Tooele, Utah 84074

INVOICE



DATE: July 18, 2023
INVOICE # 323

"June Services"

Bill To:
Tooele City Corporation
Attn: Shannon Wimmer
90 N. Main St.
Tooele, Utah 84074
shannonw@tooelecity.org

DESCRIPTION	AMOUNT
2022-2023 Tooele County Dispatch Fees	
April, May, June 2023 Dispatch Fees	\$80,364.75
Previous Balance	\$0.00
TOTAL	\$80,364.75

Please make all checks payable to the Tooele County Sheriff's Office
Attn: Sabrina Fawson, 1960 S. Main St., Tooele, Utah 84074
Please include a copy of this invoice with your check.
If you have any questions concerning this invoice, please contact:
Sabrina Fawson 435-277-4258 / Email: sabrina.fawson@tooeleco.org

THANK YOU FOR YOUR BUSINESS!

**Tooele City Council and the Tooele City Redevelopment Agency
Work Meeting Minutes**

Date: Wednesday, July 19, 2023

Time: 6:00 p.m.

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

City Council Members Present:

Justin Brady
Maresa Manzione
David McCall
Tony Graf, Via phone

City Council Members Excused:

Ed Hansen

City Employees Present:

Mayor Debbie Winn
Adrian Day, Police Department Chief
Shannon Wimmer, Finance Director
Michelle Pitt, City Recorder
Holly Potter, Deputy City Recorder
Jamie Grandpre, Public Works Director
Jared Stewart, Economic Development Director
Darwin Cook, Parks and Recreation Director
Derrick Larson, Assistant City Attorney

Minutes prepared by Katherin Yei

1. Open City Council Meeting

Chairman Brady called the meeting to order at 6:00 p.m.

2. Roll Call

Maresa Manzione, Present
David McCall, Present
Tony Graf, Present via phone
Justin Brady, Present
Ed Hansen, Excused

3. Mayor's Report

Mayor Winn reported on the traffic signal on 600 West, running with the design of additional lanes coming soon.

4. Council Member's Report

The Council Members reported on the events they attended during the week.

5. Discussion Items

A. Ordinance 2023-32 An Ordinance of Tooele City Amending Tooele City Code Title 6 Regarding Animal Control

Presented by Darwin Cook Parks and Recreation Director, and Police Chief Adrian Day

Mr. Cook presented an amendment to Tooele City Code Title 6 regarding animal control. Tooele City owns and operates an animal shelter which was designed for dogs and cats. Staff would like to have an ordinance that matches the services they handle. Staff has reached out to a few organizations and agreed to take a role in animals that are not dogs or cats.

The Council asked the following:

How often are they seeing animals that are not dogs or cats?

Mr. Cook addressed the Council. They see rabbits the most often, but a few times every month they will come in. Staff and Council can have a discussion on the time frame of how soon the public needs to contact the shelter or entities as needed.

Chief Day addressed the Council. The impounding of livestock is the county's job. There are many housekeeping items with the proposal. In section 6.4.1, they would like to address the wording in regards to dog, cats, and stray animals.

**The meeting was recessed at 6:14pm due to power outage.
It was reconvened at 6:21pm.**

The Mayor addressed the Council. There have been 46 dogs picked up. This does not include the animals that have been surrendered. There is an overload of animals at the shelter. Staff is working to follow state law and more.

6. Closed Meeting - Litigation, Property Acquisition, and/or Personnel

There is no closed meeting.

7. Adjourn

Chairman Brady adjourned the meeting at 6:25 p.m.

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

Approved this ____ day of August, 2023

Justin Brady, City Council Chair

DRAFT

Tooele City Council Business Meeting Minutes

Date: Wednesday, July 19, 2023

Time: 7:00 p.m.

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

City Council Members Present:

Maresa Manzione

Tony Graf, present via phone

Dave McCall

Justin Brady

City Council Members Excused:

Ed Hansen

City Employees Present:

Mayor Debbie Winn

Adrian Day, Police Department Chief

Shannon Wimmer, Finance Director

Michelle Pitt, City Recorder

Holly Potter, Deputy City Recorder

Jamie Grandpre, Public Works Director

Jared Stewart, Economic Development Director

Darwin Cook, Parks and Recreation Director

Derrick Larson, Assistant City Attorney

Minutes prepared by Katherin Yei

Chairman Brady called the meeting to order at 7:00 p.m.

1. Pledge of Allegiance

The Pledge of Allegiance was led by Council Member Brady.

2. Roll Call

Tony Graf, Present via phone

Maresa Manzione, Present

Dave McCall, Present

Justin Brady, Present

Ed Hansen, Excused

3. Mayor's Community Recognition Awards

Mayor Winn presented the Community Recognition Award to Adrian and Tiffany Day.

4. Public Comment Period

The public hearing was opened. No one came forward. The public hearing was closed.

5. Resolution 2023-58 A Resolution of the Tooele City Council Approving an Agreement with American Pavement for the 2023 Roadway Maintenance Project, Bid Schedule A, Slurry Seal Type II

Presented by Jamie Grandpre, Public Works Director

Mr. Grandpre presented Resolution 2023-58 for slurry seal in the amount of \$153,900 with a 5% contingency. A chip seal and a paving marking and striping bids have not been received. They will come back with bids for chip seal and marking and striping.

Council Member Manzione motioned to approve Resolution 2023-58. Council Member McCall seconded the motion. The vote was as follows: Council Member Brady, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

6. Resolution 2023-59 A Resolution of the Tooele City Council Approving an Agreement with for the 2023 Roadway Maintenance Project, Bid Schedule B, Light Weight Aggregate Chip Seal

Chairman Brady motioned to Table 2023-59. Council Member Manzione seconded the motion. The vote was as follows: Council Member Brady, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

7. Resolution 2023-60 A Resolution of the Tooele City Council Approving an Agreement with for the 2023 Roadway Maintenance Project, Bid Schedule C, Pavement Marking and Striping

Chairman Brady motioned to Table Resolution 2023-60. Council Member McCall seconded the motion. The vote was as follows: Council Member Brady, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

8. Resolution 2023-61 A Resolution of the Tooele City Council Approving Change Order #3 with Broken Arrow Inc. for the 2022 Seventh Street Road and Utility Improvement Project

Presented by Darwin Cook, Parks and Recreation Director

Mr. Cook presented a change order #3 with Broken Arrow for the new parks building. The funds are in the budget as approved previously by the Council. The change order is in the amount of \$44,389.16 to excavate and put in the drain before paving the parking lot.

Council Member McCall motioned to approve Resolution 2023-61. Council Member Manzione seconded the motion. The vote was as follows: Council Member Brady, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

9. Resolution 2023-62 A Resolution of the Tooele City Council Approving Change Order #4 with Broken Arrow Inc. for the 2022 Seventh Street Road and Utility Improvement Project
Presented by Darwin Cook, Parks and Recreation Director

Mr. Cook presented change order #4 for 4-inch culinary line for a fire suppression system in the new parks building. The additional cost is \$39,377.79, completing the installation of the culinary installation. Staff is hoping to complete the building by Thanksgiving.

The resolution in the Council packet was incorrect. It was correctly stated during the meeting.

Council Member Manzione motioned to approve Resolution 2023-61 and resolution 2023-62; resolutions as stated to complete the culinary line and the drain. Council Member McCall seconded the motion. The vote was as follows: Council Member Brady, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

10. Invoices & Purchase Orders

Ms. Pitt presented the following invoices and purchase orders:

Mountainland Supply Co. for 200 touch read meters in the amount of \$39,472.50.

Tooele Arts Council for reimbursement Fourth of July activities in the amount of \$66,511.57.

Council Member Manzione motioned to approve the invoices and purchase orders. Council Member Brady seconded the motion. The vote was as follows: Council Member Brady, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

11. Minutes

~ July 5, 2023, City Council Business Meeting

There are no changes to the minutes

Council Member McCall motioned to approve Minutes. Council Member Manzione seconded the motion. The vote was as follows: Council Member Brady, "Aye," Council Member Graf, "Aye," Council Member Manzione, "Aye," Council Member McCall, "Aye." The motion passed.

12. Adjourn

Chairman Brady adjourned the meeting at 7:18pm.

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

Approved this ___ day of August, 2023

Justin Brady, City Council Chair

DRAFT