



Planning and Development Services

2001 S. State Street N3-600 • Salt Lake City, UT 84190-4050

Phone: (385) 468-6700 • Fax: (385) 468-6674

www.pwpds.slco.org

Kearns Metro Township Planning Commission

Public Meeting Agenda

Monday, April 8, 2019 5:30 P.M.

Location

KEARNS ATHLETIC TRAINING AND EVENT CENTER
5658 SOUTH COUGAR LANE
MEETING ROOM
(385) 468-6700

UPON REQUEST, WITH 5 WORKING DAYS NOTICE, REASONABLE ACCOMMODATIONS FOR QUALIFIED INDIVIDUALS MAY BE PROVIDED. PLEASE CONTACT WENDY GURR AT 385-468-6707. TTY USERS SHOULD CALL 711.

The Planning Commission Public Meeting is a public forum where, depending on the agenda item, the Planning Commission may receive comment and recommendations from applicants, the public, applicable agencies and County staff regarding land use applications and other items on the Commission's agenda. In addition, it is where the Planning Commission takes action on these items, which may include: approval, approval with conditions, denial, continuance or recommendation to other bodies as applicable.

BUSINESS MEETING

- 1) Approval of Minutes from the March 11, 2019 meeting
- 2) Good Landlord/Fit Premises Ordinance introduction and discussion
- 3) Other Business Items (as needed)

PUBLIC HEARINGS

30882 – (Continued from March 11, 2019) - An application to adopt a new chapter to the Kearns Metro Zoning Ordinance to create two “public facilities” zones, the PF and PI zones, as zoning in which public uses like parks, schools, recreation centers, civic buildings, churches, utility buildings, and similar uses are allowed. **Planner:** Curtis Woodward

ADJOURN

This page intentionally left blank



Planning and Development Services

2001 S. State Street N3-600 • Salt Lake City, UT 84190-4050

Phone: (385) 468-6700 • Fax: (385) 468-6674

www.pwpds.slco.org

**MEETING MINUTE SUMMARY
KEARNS METRO TOWNSHIP PLANNING COMMISSION MEETING
Monday, March 11, 2019 5:30 p.m.**

Approximate meeting length: 55 minutes

Number of public in attendance: 3

Summary Prepared by: Wendy Gurr

Meeting Conducted by: Commissioner Walton

**NOTE:* Staff Reports referenced in this document can be found on the State and County websites, or from Salt Lake County Planning & Development Services.

ATTENDANCE

Commissioners and Staff:

Commissioners	Public Mtg	Business Mtg	Absent
Jeff Robertson			x
Joy Nelson	x	x	
Jerry Wellman	x	x	
Bruce Walton	x	x	
Joe Hatch	x	x	

Planning Staff / DA	Public Mtg	Business Mtg
Wendy Gurr	x	x
Curtis Woodward	x	x
Diana Martinez		

BUSINESS MEETING

Meeting began at – 5:32 p.m.

- 1) Approval of Minutes from the January 14, 2019 meeting.

Motion: To approve minutes from the January 14, 2019 meeting as presented.

Motion by: Commissioner Wellman

2nd by: Commissioner Hatch

Vote: Commissioners voted unanimous in favor (of commissioners present)

- 2) Other Business Items (as needed)

No other business items to discuss.

PUBLIC HEARINGS

Hearings began at – 5:35 p.m.

30882 – An application to adopt a new chapter to the Kearns Metro Zoning Ordinance to create two “public facilities” zones, the PF and PI zones, as zoning in which public uses like parks, schools, recreation centers, civic buildings, churches, utility buildings, and similar uses are allowed. **Planner:** Curtis Woodward

Salt Lake County Planning and Development Services Zoning Administrator Curtis Woodward provided

an analysis to the new zoning chapter.

Commissioner Walton said uses allowed B3 Solar energy systems should have its own line. Mr. Woodward said there may be push back from the Granite School District and are in the process of working with Magna on a site. Insisted on having a development agreement state, if and when that school went away, that site was entitled to a certain number of residential units. Commissioner Walton asked about Chapter 19.83 and what does it say and is it an allowed use. Mr. Woodward said it has cell sites by zone, category zones are only allowed in public or Quasi public. Conditional use if its free standing. Commissioner Hatch asked if it would affect any potential business owner's resale. Mr. Woodward said if there was extra ground and allow someone to subdivide, that would trigger a rezone application. All types of facilities are in residential zones. Commissioner Walton said seminary buildings for Jr. Highs and are for sale right now. Mr. Woodward said they present a quandary, spoke to Kearns Mayor as seminary building for UPD, but are too small. Commissioner Nelson said maximum height is 35 feet and does that cause any problems with church spires. Mr. Woodward said there is an exception under building height. Commissioner Walton asked about maximum square footage above ground level. Mr. Woodward said 40% foot print.

Commissioner Walton motioned to open the public hearing.

PUBLIC PORTION OF MEETING OPENED

No one from the public was present to speak.

Commissioner Wellman motioned to close the public hearing, Commissioner Hatch seconded that motion.

PUBLIC PORTION OF MEETING CLOSED

Motion: To continue application #30882 to the April 8th meeting to allow for changes to be made as discussed.

Motion by: Commissioner Nelson

2nd by: Commissioner Wellman

Vote: Commissioners voted unanimous in favor (of commissioners present)

30869- Atlas Towers/Ken Bradtke is requesting approval of a Conditional Use – Monopole Cell Tower and Equipment Building. **Acreage:** 1.26 acres. **Location:** 5408 South 5600 West. **Zone:** C-2. **Planner:** Diana Martinez

Salt Lake County Planning and Development Services Zoning Administrator Curtis Woodward provided an analysis of the staff report.

Commissioner Walton motioned to open the public hearing.

PUBLIC PORTION OF MEETING OPENED

Speaker # 1: Applicant

Name: Ken Bradtke

Address: 3002 Bluff Street #300, Boulder, Colorado

Comments: Mr. Bradtke said they are a small Boulder based tower company. Build own, operate and lease space. Started in early 2000's main market was Alaska. A carrier will give them coordinates and ask if there is a parcel to meet requirements. Willing landlord and get the height they needed. Everything is data and

search engines were getting smaller. Emergency crews don't have enough to pull up on their computers. More people start using and getting stressed on coverage and capacity. Demand has increased 236% and over 50% of households are wireless.

Commissioner Wellman asked if the tower would be FCC licensed. Mr. Bradtke said FAA approved and good at 64 feet. Commissioner Wellman asked if first net. Mr. Bradtke said that's up to AT&T. Commissioner Hatch asked access to area, would be southside of Holiday dirt access. Mr. Bradtke said he is using existing access and construction is quick. Commissioner Hatch asked if they were bringing in more equipment to utilize the extra pads. Mr. Bradtke said will actively try. Commissioner Hatch said there was a retainment pond. Mr. Bradtke said environment came back clean. Only light 2% of their towers. Dull galvanized grey color and blends in with the sky. Commissioner Nelson said this is on West Valley land. Mr. Woodward said the little corner is still Kearns and surrounding is West Valley. UDot took control of the property when Smith's wanted to build.

Speaker # 2: Kearns Improvement District

Name: Cheryle Hatch

Address: 5350 West 5400 South

Comments: Ms. Hatch said that corner is prone to accidents, would it be suggested to have some type of light because life flight comes to that area.

Commissioner Walton said to be consistent with lighting with other poles.

Commissioner Wellman motioned to close the public hearing, Commissioner Nelson seconded that motion.

PUBLIC PORTION OF MEETING CLOSED

Motion: To approve application #30869 with one additional condition:

4. Staff reviews FAA application and existing lighting requirements with 5600 West.

Motion by: Commissioner Wellman

2nd by: Commissioner Hatch

Vote: Commissioners voted unanimous in favor (of commissioners present)

MEETING ADJOURNED

Time Adjourned – 6:27 p.m.



File # 30920

Ordinance Summary (Introduction Only)

Public Body: Kearns Metro Township Planning Commission **Meeting Date:** April 8, 2019

Request: Ordinance amendment requiring regular inspections of residential rental properties for compliance with basic health, safety, and land use codes.

Planner: Curtis Woodward

EXECUTIVE SUMMARY

Enclosed is a first draft of an ordinance to inspect and regulate residential rental units within the Kearns Metro Township to ensure that rental properties are kept up to minimum health, safety, and livability standards and to keep rental properties in residential neighborhoods from negatively impacting neighboring properties. This is still an early draft, and has not yet been fully reviewed by the County Building Official, and is not ready for public hearing and input. It is being provided to the planning commission as an informational item only.

Chapter 15.32 – RESIDENTIAL RENTALS

15.32.010 - Purpose.

The Kearns Metro Township finds that a number of dwelling units within the Metro are occupied on a rental tenancy basis, and that it is in the best interest of the citizens of the Metro to ensure that both owners and tenants maintain premises in a habitable condition, abide by these standards, maintain premises in reasonable condition and without building or zoning code violations. Pursuant to the enactment of the Utah Fit Premises Act, § 57-22-1 et seq. U.C.A., which is not pre-empted by this chapter or other state regulation, the Metro has the necessary police and other regulatory powers to permit enactment of the ordinance codified in this chapter.

15.32.020 - Scope.

This code shall apply to all rental housing units located within the Kearns Metro Township, including manufactured homes, single family homes (including individual bedrooms within a dwelling rented to up to four (4) unrelated persons living together in a “family” arrangement as allowed under section 19.04.230) and multifamily units. The intent of this code is to establish base standards for rental housing so as to prevent slum and blighted conditions and protect the health, safety and welfare of the community. Notwithstanding the above, the following are not governed by this chapter.

- A. Residence at a detention, medical, geriatric, educational, counseling or religious institution;
- B. Occupancy under a contract of sale of a dwelling unit if the occupant is the purchaser;
- C. Occupancy by a member of a fraternal or social organization in a building operated for the benefit of the organization;
- D. Transient occupancy in a hotel, or motel (or lodgings subject to Utah Code Section 59-12-301); except that single-room occupancy units ("SRO") shall be governed by this chapter. "SRO" means an existing housing unit with one combined sleeping and living room of at least seventy square feet, but of not more than two hundred twenty square feet, where the usual tenancy or occupancy of the same unit by the same person or persons is for a period of longer than one week. Such units may include a kitchen and private bath.
- E. Occupancy by an owner of a condominium unit.

15.32.030 - Administration.

- A. Authority. The Mayor or designee is designated as the administrator of this ordinance and may delegate duties of this Code to the building inspectors, code enforcement officers and other employees of the Metro or Municipal Services District.
- B. Personnel. The Administrator or designee is authorized to make reasonable and necessary inspections of rental housing units and premises to determine compliance with this chapter.

- C. Access. Every owner, agent, manager or tenant of a rental housing unit shall, upon reasonable notice, allow access to any part of such rental housing unit at all reasonable times for the purpose of making such inspections. If the owner, agent, manager or tenant refuses access to make an inspection, the Metro is authorized to obtain an inspection warrant. If complaint is made to the Metro of conditions in any rental unit which may be in violation of any applicable code, the Metro is authorized to investigate such complaint without notice.
- D. Scope. An inspector may expand the scope of an inspection to include other Metro code violations discovered during the inspection.
- E. Compliance. If upon inspection, violations of interior or exterior standards exist, the owner, agent or manager will be required to correct all violations within a reasonable period of time as determined by the inspector. Failure to comply with the order of the inspector may result in the revocation of the existing Residential Rental Certificate. In the event the rental housing unit becomes unoccupied, future occupancy will be prohibited until all violations have been corrected and the unit has been re-inspected by the Metro and deemed to be in compliance and a new Residential Rental Certificate issued.

15.32.040 Definitions

For purposes of this article, the following words, terms and phrases shall have the meaning respectively ascribed to them as follows, unless the context clearly indicates otherwise:

- (1) *Accessory Use Areas:* Are areas and buildings around a rental dwelling which provide space for amenities and facilities, including but not limited to pay phones, picnic areas, recreation areas, laundry rooms, recreation rooms, refuse collection facilities, and accessory storage buildings.
- (2) *Agent:* Is a person authorized by the owner of a rental housing unit to make or order repairs or service to the unit and authorized to receive notices on behalf of the owner.
- (3) *Approved:* Means in conformance with the appropriate codes and approved by the Administrator or designee.
- (4) *Architectural Pool:* Means a constructed or excavated exterior area designed to contain a regular supply of water other than a swimming pool or a spa.

- (5) *Building Official*: The official designated by the Mayor to administer and enforce this ordinance, and such representatives as may be appointed by such official.
- (6) *Change of Occupants*: When a rental unit vacated and is occupied by a new tenant.
- (7) *Metro*: The Kearns Metro Township.
- (8) *Cooperative*: A Multi-family Dwelling owned and maintained by the residents. The entire structure and real property is under common ownership, as contrasted to a Condominium Dwelling where individual units are under separate individual occupant ownership.
- (9) *Division*: Means the Division of Planning and Development Services or its successors, which division is responsible for the enforcement of building, licensing, and zoning codes of the Kearns Metro Township.
- (10) *Deterioration*: Means a lowering in quality of the condition or appearance of a building, structure or premises characterized by holes, breaks, rot, crumbling, cracking, peeling, rusting or any other evidence of physical decay, neglect, damage or lack of maintenance.
- (11) *Exterior Opening*: Means an open or closed window, door or passage between interior and exterior spaces.
- (12) *Failure to Comply*: Means a failure, refusal, or neglect to obey an official order or comply with any adopted ordinance of the Kearns Metro Township.
- (13) *Glazed*: Means fitted with glass.
- (14) *Impervious*: Means incapable of being penetrated or affected by water or moisture.
- (15) *Infestation*: Is the presence or apparent presence of insects, rodents, vermin or noxious pests of a kind or in a quantity that endangers health within or around a dwelling or may cause structural damage to the dwelling.
- (16) *Landscaping*: Is the combination of elements such as trees, shrubs, ground covers, vines and other organic and inorganic material for the express purpose of creating an attractive and pleasing environment.
- (17) *Lessee*: A person or entity who receives the use and possession of leased property (e.g., real estate) from a lessor in exchange for a payment of funds. The person to whom a lease is made.
- (18) *Legal Entity*: An association, cooperation, partnership, or individual that has legal standing in the eyes of the law.
- (19) *Makeshift*: Means not in accordance with the requirements of this code, any ordinance of the Metro or rules or regulations adopted thereunder, accepted practices, prevailing standards, design of a licensed contractor or manufacturer's recommendation.
- (20) *Manager*: Means any person who has charge, care or control of a rental housing unit.

- (21) *Occupant*: Means any person living in, sleeping in or possessing a rental housing unit.
- (22) *Owner*: Means a person, persons or legal entity listed as the current titleholder of real property, as recorded in the official records of Hinds County, Mississippi.
- (23) *Parking Area*: Means any area adjacent to a rental housing unit which was designed for or is used for the purpose of parking vehicles. This does not include landscaped, unpaved or yard areas.
- (24) *Proof of Ownership*: A title or deed to a piece of property signed by a notary public.
- (25) *Rental Housing Unit*: Means that portion of a dwelling for which payment or other consideration is being made to an owner, agent or manager for the use or occupancy of that portion as an independent living facility, excluding transient occupancy such as hotels and motels. It also means each apartment or each rental unit within an apartment complex.
- (26) *Residential Rental Certificate*: A certificate issued pursuant to this ordinance by the Building Official to ensure that a Dwelling Unit is in compliance with the provisions of this ordinance. Residential Rental Certificates are valid for twelve (12) months.
- (27) *Slum-Like*: Means the unsightly condition of a building, structure or premises characterized by deterioration or other similar conditions and the visible outdoor storage of junk, garbage or rubbish, regardless of the condition of other properties in the neighborhood.
- (28) *Sound Condition*: Means free from decay or defects and in good working condition.
- (29) *Specific Lighting*: Means artificial illumination which was designed and installed to provide adequate lighting for a specific area.
- (30) *Storage*: Means placing or leaving personal property in a location for the purpose of preservation, seasonal or future use or disposal. No upholstered furniture may be stored on porches

15.32.050 – Registration

- A. Registration Required. It shall be unlawful for any person and/or entity to maintain or operate any rental housing unit or units within the Kearns Metro Township unless such person or entity has registered the property and obtained a residential rental certificate pursuant to this section.
- B. Registration Fee. The annual registration fee shall be seventy-five dollars (\$75.00) per dwelling unit payable upon application for registration. A late penalty fee will be assessed in the amount of \$25 per unit multiplied by the number of months the registration is past due. A fee of \$300 will be assessed for failure to register a dwelling unit within ninety (90) days of expiration of annual registration fee. Each person or entity who operates an office within the Kearns Metro Township must also obtain a Business License as required by the Metro for operation of a business.

- C. Annual Registration. Application for an annual rental housing registration shall be filed with and issued by the Division. The application shall be in writing, signed by the property owner, agent or designee and shall include the following:
1. The name and address of the applicant;
 2. Proof of ownership must be provided if the information provided differs from county records;
 3. The location and parcel number of the property on which the rental housing unit is located;
 4. For new construction, a complete site plan of the complex showing it is in conformity with the requirements included within this ordinance;
 5. For new construction, plans and specifications of all buildings, improvements and facilities to be constructed within the rental housing complex or on the same property as the rental housing unit.
 6. Such other information as may be requested by the Administrator to determine if the proposed rental housing unit or complex will comply with all codes and ordinances adopted by the Kearns Metro Township.
- D. Inspection Required. Before any residential rental certificate is issued by the Division, the applicant must authorize the Building Official or designee to inspect the rental housing unit or complex for which an application for registration has been made. The Building Official or designee may inspect only a portion of the rental units within a rental housing complex if the Building Official or designee determines an inspection of the entire complex is not needed. Every landlord who retains all utilities in his/her name is required to have all rental units inspected once a year. All utilities must be turned on at the time of the inspection in order to inspect all systems, appliances and equipment.
- E. Registration Renewal. Upon application in writing for renewal of a registration issued under this chapter, payment of the annual registration fee, and proof of compliance with the standards of this chapter, the Division shall issue a residential rental certificate renewing such registration for another year. The Administrator may, in order to establish compliance with this chapter, inspect or cause to be inspected the rental housing unit or complex for which application is being made before a renewal of the residential rental certificate is issued.
- F. Registration Transfer. Upon application in writing for transfer of a registration accompanied by an application with the transferee's information and payment of the transfer fee, the Division shall issue a transfer if the application is found to be in compliance with this chapter. A fee of \$25.00 will be charged for transfer of any property or properties. A fee of \$350 will be assessed for failure to register a dwelling unit within ninety (90) days of transfer of ownership.
- G. Certificate Requirements. A residential rental certificate shall be required as a condition of providing new utility service to any rental property or as a condition of transferring service to a new owner, new renter or billing name.
- H. Revocation. The Mayor may revoke any registration to maintain and operate a rental housing unit or complex when the owner or agent has failed to comply with any provisions of this ordinance. After such failure to comply the registration may be reissued if the circumstances leading to the failure to comply have been remedied and the rental housing unit or complex is being maintained and operated in full compliance with the law.

15.32.060 - Identification of owner and agents.

- A. A property owner, or any person authorized to enter into a rental agreement on the owner's behalf, shall disclose to the tenant in writing at or before the commencement of the tenancy the name, address and telephone number of:
 1. The owner and person authorized to manage the premises; and
 2. A local person authorized to act for and on behalf of the owner for the purpose of receiving notices and demands, and performing the owner's obligations under this chapter and the rental agreement if the owner or manager reside outside of Salt Lake County.
- B. A person who enters into a rental agreement and fails to comply with the requirements of this section becomes an agent of the owner for the purposes of:
 1. Receipt of notices under this chapter; and
 2. Performing the obligations of the owner under this chapter and under the rental agreement.
- C. The information required to be furnished by this section shall be kept current. This section is enforceable against any successor owner or manager.
- D. Every rental property with more than one unit rented without a written agreement shall have a notice posted in a conspicuous place with the name, address and telephone number of the owner or manager and local agent as required by subsection A above.

15.32.070 – Rental Housing Standards

All residential property for rent or lease within the Kearns Metro Township shall comply with the property maintenance codes in effect at time of inspection, including the standards outlined in sections 15.32.080 through 15.32.100 below.

15.32.080 - Property Owner Responsibilities

A property owner shall:

- A. Maintain the structural integrity of the building, maintain floors in compliance with safe load-bearing requirements, and not rent the premises unless they are safe, sanitary and fit for human occupancy;
- B. Ensure that every rental housing unit has a kitchen area with suitable space and equipment to store, prepare and serve food in a sanitary manner, including:
 - A cooking oven and range or a stove properly connected and in sound condition (which may be provided by the tenant if specified in the rental agreement).
 - A refrigerator properly connected and in sound condition that is capable of maintaining a temperature between forty degrees (40°) and forty-five degrees (45°) Fahrenheit and has some capacity for storing frozen food (which may be provided by the tenant if specified in the rental agreement).

- Countertops, food preparation surfaces, food storage pantries and cupboards that are easily cleanable and free from holes, breaks or cracks that can leak, or may injure a person or may permit the harborage of insects and dampness that may promote the growth of bacteria.
 - An operable sink with hot and cold running water.
- C. Ensure that floor coverings that are torn or loose and located on a stairway or within three (3) feet of a stairway are removed or repaired to prevent tripping. Floor coverings such as carpeting, tile, linoleum and similar materials shall be repaired or replaced when the floor covering is severely deteriorated, when tears in excess of six (6) inches or tears or projections rising one-quarter inch or more above the floor surface in any location are present or when the condition of the floor covering creates an unsafe or unsanitary environment.
- D. Maintain stairways, porches, walkways, exits, emergency egress and fire escapes in sound condition., and light and ventilation in compliance with applicable codes;
- E. Provide at least one bathroom with operable sink, toilet, tub and/or shower;
- F. Provide smoke detectors and fire extinguishers as required by code;
- G. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities (including water heater and furnace) as required by applicable codes;
- H. Provide and maintain appropriate garbage receptacles and arrange for timely garbage removal as required by code;
- I. Not interrupt or disconnect utility service;
- J. Provide adequate locks to exterior doors and furnish keys to tenants as required by applicable codes;
- K. Maintain the dwelling unit in a reasonably insulated and weather tight condition as required by the building and housing and Utah State Energy Conservation codes;
- L. Not interfere with each tenant's peaceful enjoyment of the premises;
- M. Insure that repairs, decorations, alterations, or improvements, or exhibiting the dwelling unit shall not unreasonably interfere with the tenants' right to quiet enjoyment of the premises.
- N. Maintain exterior areas of the dwelling unit, including landscape areas, parking, sidewalks in good condition, free from tripping hazards, and free from the accumulation of junk, debris, weeds, zoning ordinance violations, or any other condition that presents a deteriorated or slum-like appearance.
- O. Provide adequate parking as required by the zoning ordinance, including additional parking stalls for unrelated persons living together as a “family” in a single family dwelling as set forth in section 19.04.230;
- P. Provide a mailbox; and
- Q. Provide accessible meters for each tenant for gas and electricity, or include charges for utility services in the rent.

15.32.090 - Tenant Responsibilities

A tenant shall:

- A. Comply with all appropriate requirements of the rental agreement and applicable provisions of building, housing and health codes;
- B. Maintain the premises occupied in a clean and safe condition and not unreasonably burden any common area;
- C. Dispose of all garbage in a clean and safe manner;
- D. Maintain all plumbing fixtures in as sanitary a condition as the fixtures permit;
- E. Use all electrical, plumbing, sanitary, heating, and other facilities and appliances in a reasonable manner;
- F. Not destroy, deface, damage, impair or remove any part of the premises or knowingly permit any person to do so;
- G. Promptly inform the property owner of any defective conditions or problems at the premises;
- H. Not interfere with the peaceful enjoyment of the residential rental unit of another renter;
- I. Upon vacation, restore the premises to their initial condition except for reasonable wear and tear or conditions caused by the property owner;
- J. Be current on all payments required by the rental agreement;
- K. Not increase the number of occupants above that specified in the rental agreement without written permission of the owners;
- L. Not modify or paint the premises without the express permission of the property owner/agent.
- M. Dispose of oil, car batteries, and other hazardous waste materials away from the rental premises, and in a manner prescribed by federal and local laws; and
- N. Not require the owner to correct or remedy any condition caused by the renter, the renter's family or the renter's guests or invitees by inappropriate use of the property during the rental term or any extension of it.

15.32.100 - Duties of property owner at time of possession delivery.

- A. At the commencement of any rental of a unit the landlord shall provide to the tenant:
 - 1. A written summary of this chapter and an inventory of the condition of the premises and all appliances and furnishings. A copy of the lease or rental agreement and rules and regulations, if written, shall be provided to the tenant at the time the rental agreement is entered into.
 - 2. Any current notice by any utility provider to the landlord to terminate water, gas, electrical or other utility service to the dwelling unit, the proposed date of termination, and any current uncorrected deficiency list or notice from any government entity,
- B. By explicit written agreement, a property owner and a tenant may establish a procedure whereby the tenant notifies the property owner of needed repairs, makes those repairs and deducts the cost of the repairs from the rent due and owing.

- C. A property owner may allocate any duties to the tenant by explicit written agreement. Such agreement must be clear and specific, boxed, in bold type or underlined.
- D. If the property owner fails to deliver possession of the dwelling unit to the tenant as promised in the rental agreement, rent abates until possession is delivered and the tenant may terminate the rental agreement by written notice to the property owner and recover all prepaid rent and security deposits, as well as the greater of one hundred dollars or actual damages, and reasonable attorney's fees.

15.32.110 - Access.

- A. A tenant shall not unreasonably withhold consent to the property owner to enter into the dwelling unit in order to make necessary or agreed repairs, decorations, alterations, or improvements; or exhibit the dwelling unit to prospective purchasers, tenants or work people.
- B. A property owner may enter the dwelling unit without consent of the tenant in case of emergency.
- C. Except in case of emergency the property owner shall give the tenant at least twenty-four hours notice of plans to enter and may enter only between eight o'clock a.m. and eight o'clock p.m.
- D. A property owner has no other right of access except:
 - 1. Pursuant to court order;
 - 2. As set forth in the rental agreement;
 - 3. Unless the tenant has abandoned the premises as defined in Section 78-36-12(3), Utah Code Annotated, or any successor provision.
- E. If the tenant refuses to allow lawful access, the property owner may obtain injunctive relief to compel access, or terminate the rental agreement and commence an eviction action. In either case, the property owner may recover actual damages and reasonable attorney's fees.
- F. If the property owner makes an unlawful entry or makes repeated demands for entry which harass the tenant, the tenant may obtain injunctive relief to prevent the recurrence of the conduct or terminate the rental agreement and vacate the premises. In either case, the tenant may recover actual damages or damages equal to one month's rent and reasonable attorney's fees.

15.32.120 - Repair of specified failures.

In the event of the failures specified below the property owner shall begin repairing the failures within the following specified time periods after receipt of written notice of the failure delivered to the person identified in Section 15.32.060, and complete the repairs with reasonable diligence:

A. Inoperable toilet	24 hours
B. Lavatory, tub, shower or kitchen sink with inoperable drain or no hot or cold water	48 hours

C. Inoperable refrigerator or cooking range or stove	48 hours
D. Nonfunctioning heating (during a period where heat is reasonably necessary) or electrical system	24 hours
E. Inoperable electric fixture	72 hours
F. Broken exterior door or inoperable or missing exterior door lock	48 hours
G. Broken window with missing glass	96 hours
H. Inoperable exterior lighting	96 hours
I. Broken stair or balustrade	24 hours
J. Inoperable or missing smoke detector if required by code	24 hours
K. Inoperable required fire sprinkler system (if smoke detectors are not present or operating)	24 hours
L. Inoperable required fire sprinkler system (if smoke detectors are installed and operable)	96 hours
M. Broken or leaking water pipes causing an imminent threat to life, safety or health	24 hours
N. Other broken or leaking water pipes	72 hours

The tenant shall grant the property owner reasonable access to perform the repairs required above.

15.32.130 - Tenant repair and deduct.

If the property owner fails to begin making the repairs required by Section 15.32.120 above within the specified times, the tenant may cause the repairs to be made subject to the following provisions:

- A. **Critical Repairs.** If the repairs involve an inoperable toilet, lack of heat during a period for which heat is required, broken or leaking water pipes posing an immediate threat to life, safety or health or a complete lack of running water the tenant may, upon the expiration of the notice period specified in Section 15.32.120, cause the necessary repairs to be made.
 - 1. In making such repairs the tenant must use a licensed contractor if such a licensed contractor is required by applicable building or housing codes.
 - 2. If a licensed contractor is required for the work, the tenant shall make reasonable efforts to obtain two bids for the work and, if bids are not obtained, shall contract for the work to be done by someone else at a reasonable cost.
- B. **Noncritical Repairs.** If the required repairs are not critical repairs subject to the provisions of subsection A above, the tenant, after the expiration of the notice time required by Section 15.32.120 above, shall give the property owner or agent identified in Section 15.32.060 above a second written notice of intent to repair and deduct. This second notice shall be either delivered and served personally upon the property owner or agent or sent by both certified and regular mail.
 - 1. The second notice shall state the nature of the problem, the date the tenant sent the first notice required by 15.32.120, and the intention of the tenant to cause the repairs to be done and to deduct the cost from the rent if the property owner does not make the repairs.
 - 2. The property owner shall start making the required repairs within forty-eight hours after the hand delivery of the second notice or by the end of the second calendar day after the date of mailing of the second notice.
 - 3. If the required repairs have not begun within the time specified in subsection (B)(2) above, the tenant may cause the repairs to be made.
 - 4. In making such repairs the tenant must use a licensed contractor if such a licensed contractor is required by applicable building or housing codes.
 - 5. If a licensed contractor is required for the work, the tenant shall make reasonable efforts to obtain two bids for the work, and, if bids are obtained, shall contract for the work with the low bidder.
 - 6. If a licensed contractor is not required for the work, the tenant may do the work on his or her own or contract for the work to be done at a reasonable cost.
- C. **Deductible Amount.** For any repairs made pursuant to this section, the tenant may deduct from future rent the actual and reasonable cost of the repairs performed up to a maximum deduction of four hundred dollars.
- D. **Nontermination.** The property owner may not terminate the tenant's tenancy for the tenant's deduction of rent for repairs made pursuant to this section nor may the property owner terminate the tenancy until the tenant's costs, not to exceed four hundred dollars, for repairs made under this section have been offset by deducted rent.
- E. **Tenant Caused Damages.** The repair and deduct provisions of this section shall not be applicable to any damages caused or repairs necessitated by actions of the tenant or the tenant's invited guests or other occupants of the dwelling unit.

15.32.140 - Retaliatory conduct prohibited.

- A. Except as provided in this section and Section 57-22-4, U.C.A., a property owner may not terminate a rental agreement or bring or threaten to bring an eviction action because the tenant has in good faith:
 - 1. Complained of code violations at the premises to a governmental agency, elected representative or public official charged with responsibility for enforcement of a building, housing, health or similar code;
 - 2. Complained of a building, housing, health or similar code violation or an illegal property owner practice to a community organization or the news media;
 - 3. Sought the assistance of a community organization or the news media to remedy a code violation or illegal property owner practice;
 - 4. Requested the property owner to make repairs to the premises as required by this chapter, a building or health code, other regulation, or the residential rental agreement;
 - 5. Become a member of a tenant's union or similar organization;
 - 6. Testified in any court or administrative proceeding concerning the condition of the premises; or
 - 7. Exercised any right or remedy provided by law.

- B. If the property owner violates any provision of this section, the tenant may recover the greater of one month's rent or actual damages, and reasonable attorney's fees.

15.32.150 – Administration and Enforcement

- A. Commencement of Action.
 - 1. The Division is assigned the primary responsibility of enforcing this chapter and is granted the authority expressly and implicitly needed and necessary for enforcement.
 - 2. Nothing in this section shall preclude employees of the Division from seeking voluntary compliance with the provisions of this chapter or from enforcing this chapter, proactively or reactively, through warnings, citations, or other such devices designed to achieve compliance in the most efficient and effective manner under the circumstances.
 - 3. Any person who shall knowingly and willfully violate the terms, conditions or provisions of this ordinance, for violation of which no other criminal penalty is prescribed, shall be guilty of a Class “B” misdemeanor, and each day the violation continues thereafter shall be a separate offense. In addition, the provisions of this title may also be enforced by injunctions, mandamus, abatement, civil penalties as outlined below, or any other remedies provided by law.
 - 4. Following each inspection wherein violations are found, written notice shall be sent to the owner of record as shown on County records. Following the third inspection where any violations of this chapter are found, civil penalties of \$200 per day may be assessed. At any time following the third inspection, a complaint may be filed in criminal court for prosecution as a class “B” misdemeanor in lieu of, or in

addition to civil penalties that may have accrued.

B. Transfer of Property after Notice.

1. *Written Assumption of Responsibility.* The transfer of any or all property interest in any manner, including but not limited to, the sale, trade, lease, gift or assignment of any real property against which a citation has been issued or civil penalties accrued shall not relieve the parties unless the legal entity assuming interest in such property, in writing, assumes responsibility for compliance with the notice to comply or alleged violations and a copy of such writing is presented to the ~~Met~~o.
2. *Criminal Violation.* Any legal entity, real or statutory, who transfers the ownership interest in real property, against which a citation has been issued or allegations of violations have been filed with the court, shall be guilty of a class “B” misdemeanor unless they have obtained a written acceptance of responsibility for compliance with the citation or court action from the new owner.

C. Vacation of Tenants; Re-occupancy.

1. *Comply Even if Vacated.* An owner, agent or manager served with a citation or enforcement proceeding for violations of section 15.32.080 of this chapter shall not be relieved from responsibility to comply because the tenant(s) have vacated the rental housing unit.
2. *Compliance Before Re-occupancy.* The owner, agent or manager of a rental housing unit shall not lease, rent or otherwise make available for occupancy by tenants any unit until such unit has been inspected and a new residential rental certificate has been issued or against which a citation has been issued or an enforcement action has been instituted until the violations contained in the citation or enforcement proceeding have been corrected and a new residential rental certificate has been issued. The Mayor or designee may choose to forego the inspection of the units which historically have complied with all applicable codes and ordinances.

15.32.160 - Applicability of other ordinances.

Notwithstanding any other provision of this chapter, acts or omissions of property owners and tenants may likewise be governed by other sections of the County Code of Ordinances governing health and public safety.