

## TITLE 5. BUILDING REGULATIONS

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### Chapter 1. General Provisions

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- 5-1-2 Application for Permit
- 5-1-3 Approval of Permit and Plan
- 5-1-4 Revocation of a Permit
- 5-1-5 Closure/Expiration of a Permit
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- 5-1-11 Completion and Off-site Bond Agreement to Assure Project Completion and Final
  - a. Condition of Off-site Improvements
- 5-1-12 Release of Funds
- 5-1-13 Liability for Damages

**5-1-1 Permit Required and Exceptions.** No building, structure or building service equipment regulated by this code and the technical codes shall be erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted or demolished unless a separate, appropriate permit for each building, structure or building service equipment has first been obtained from the Building Official.

*History: 2/98, 4/07*

**5-1-2 Application for Permit.** A building permit shall be secured from the Community Development Department upon written application accompanied by plans and specifications, in duplicate or other number of copies established by the Building Official, which must state the specific nature of the construction or alterations to be made. At a minimum, the plans and application shall provide the information required by

the appropriate technical codes adopted by the State of Utah Building Commission.

*History: 2/98, 4/07*

**5-1-3 Approval of Permit and Plan.** The application and plans shall be reviewed by the City Planner for zoning compliance. The Building Official or his designated representative who shall review the plan to determine whether the proposed construction or alteration conforms to the appropriate technical codes and ordinances of this city. Plans shall be returned to the applicant upon payment of fees, either marked "Disapproved" (with comments), or "Approved for Construction". In the event plans are either approved for construction or approved with comments a building permit shall be issued to the applicant together with one (1) set of the approved plans. One (1) set of the plans shall be retained by the Community Development Department and maintained on file with the original copy of the building permit until the building permit is close

*History: 2/98, 4/07*

**5-1-4 Revocation of a Permit.** The Building Official may, in writing, suspend or revoke at any time a permit which has been issued which may result in a violation of any ordinance or technical/model code of this city or was issued based on false/improper information.

*History: 2/98, 4/07*

**5-1-5 Closure/Expiration of a Permit.** A building permit issued by the City of Clinton shall be closed once a certificate of occupancy or notification of passing final inspection has been issued. For the purpose of this section the 180 day period starts anew every time an inspection of the building or work authorized by the permit is inspected by a building inspector. An extension may be granted by the Building Official when he/she has determined that extenuating circumstances exist.

*History: 2/98, 4/07*

**5-1-6 Variations of Plan Prohibited.** No design or material variation from the approved plan shall be allowed unless such variations shall first have been approved in writing by the Building Official or his representative.

*History: 2/98, 4/07*

**5-1-7 Fee Schedule.** The Community Development Department shall collect a fee for a building permit in amounts to be fixed by resolution of the City Council

*History: 2/98, 4/07*

**5-1-8 Determination and Payment of Fees.** A permit shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid. The applicant for a commercial permit shall provide an estimated permit value at time of application. Permit valuations shall include total value of work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. If, in the opinion of the Building Official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the Building Official. Final building permit valuation shall be set by the Building Official.

*History: 4/07*

**5-1-9 Work Without Payment of Fees.** Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a fee established by the Building Official that shall be in addition to the required permit fees. The payment of the fee for the construction, alteration, removal or demolition for work done in connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law. The Building Official is authorized to establish a refund policy.

*History: 4/07*

**5-1-10 Plan Review Fee.** The plan review fee shall be a percentage of the building permit fee as established from time to time by resolution of the City Council. The Building Official may require payment of the plan review fee at the time the plans are submitted.

*History 4/07*

**5-1-11 Completion and Off-site Bond Agreement to Assure Project Completion and Final Condition of Off-site Improvements.**

(1) All applications for building permits with the potential of damaging improvements within the public right-of-way or that may result in a request for occupancy prior to completion of all improvements, shall be accompanied by a Permit Completion and Off-site Improvement Protection Agreement, hereinafter referred to as a "Bond Agreement" to assure project completion and the maintenance of Off-site improvements. The requirement for a bond shall be at the determination of the Building Official.

The Bond Agreement shall be prepared by the Community Development Department and signed by the owner or his authorized representative (referred to as "Builder") of the property to be improved. The bond shall be in a sum set by resolution of the City Council or by determining the cost of the improvements, whichever is greater. The purpose of the bond shall be to assure the satisfactory completion of the project as well as maintaining the satisfactory condition of the curb, gutter, sidewalk, drive approach, landscaping, paving, patching, asphalt cut, and other public improvement (protected items) theretofore installed on and in close proximity to the individual property for which the building permit was sought. The Bond Agreement shall terminate and the bond is released after satisfactory completion of the project and the protected items are inspected and found to be not damaged or are installed to meet city standards. Inspection of the protected items shall be done by the Clinton City Public Works Department. Additionally, the building permit must be closed by the Community Development Department with issuance of a certificate of occupancy or other notification of passing a final inspection by the city Building Official.

(2) After the final inspection of the protected items, if the structure for which the permit was issued is habitable and any non-compliance items were noted on the inspection form, this form shall be referred to as the Temporary Certificate of Occupancy (TCO). The building inspector will provide a copy of the TCO to Builder. Builder shall make the necessary repairs within 120 days of receipt of the TCO.

(3) In the event the TCO is not cleared and a Certificate of Occupancy or other certification of completion of the building permit is not issued within 120 days after issuance of the TCO, the Bond Agreement shall terminate and Builder shall have no further claim upon the Bond. The Building Official may grant one extension, not to exceed, ninety (90) days to this Agreement when the Builder and structure owner have indicated they have an agreeable schedule for completion of the non-compliance items.

(4) Once the Bond Agreement is terminated, the current owner of the property may submit a Clinton City Indemnification Request/Agreement to the Community Development Department for consideration by the Building Official. Upon the approval of the Indemnification Request/Agreement by the Building Official and the completion of all items noted on the TCO by the current owner, the Bond may be released to the current owner. The

current owner must complete all items noted on the TCO within 90-days of approval of the Indemnification Request/Agreement by the Building Official. The Building Official may grant one extension, not to exceed, ninety (90) days to this Agreement when the owner has explained extenuating circumstances and presented a timeline for completion of the non-compliance items.

(5) The City may file a Certificate of Notice of Non-Compliance, in accordance with Chapter 7, of this Title, with the Davis County Recorder's Office, if the requirements outlined in the Bond Agreement or Indemnification Request/Agreement are not met by the Builder/owner.

(6) The City may file a complaint with the State Division of Professional Licensing against the Builder for failure to complete a project associated with an issued building permit.

(7) Nothing in this ordinance or any agreement established by this ordinance prohibits the City from requiring the Builder to provide proof that an escrow account, in the name of the purchaser of Lot and associated structure related to the issued permit, to secure the completion of any items that the Building Official feels are not covered by the amount of the bond established by the Bond Agreement.

(8) In the event that no certificate of occupancy has been issued within the time period established in the Bond Agreement or Indemnification Request/Agreement these agreements will be considered terminated and all funds being held by the

City will be forfeited to the City to cover costs associated with repairs to public improvements and this process. Nothing in this ordinance or any agreement established by this ordinance is intended to imply that the City will complete items on the TCO associated with anything other than public improvements and infrastructure.

*History: 1/09*

**5-1-12 Release of Funds.** Funds held by the Bond Agreement shall be released to the individual/party indicated on the Bond Agreement, through a properly executed Indemnification Request/Agreement as approved by the Building Official or through forfeiture to the City.

*History: 2/98, 4/07, 1/09*

**5-1-13 Liability for Damages.** This ordinance shall not be construed to relieve from or lessen the responsibility of any person owning, operating or controlling any building or structure for any damages to persons or property caused by defects, nor shall the code enforcement agency or its parent jurisdiction be held as assuming any such liability by reason of the inspections authorized by this code or any permits or certificates issued under the technical codes adopted by the State of Utah Building Commission this ordinance and other ordinances as adopted by the Clinton City Council.

*History 4/07*

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**Chapter 2. Building Official**

- 5-2-1 Building Official
- 5-2-2 Building Inspector
- 5-2-3 Powers and Duties
- 5-2-4 Additional Duties
- 5-2-5 Liability

**5-2-1 Building Official.** There is hereby created the position of city Building Official. The Building Official shall meet the requirements of the State of Utah for a building inspector and be licensed by the State. The Building Official will be appointed by the city manager and will be assigned to the Community Development Department of the city. The Building Official is assigned as the supervisor of the city building inspectors, if appointed as well as other duties as outlined in the city official position description. The Building Official is empowered with the powers, duties and responsibilities as outlined in the technical codes adopted by the State of Utah Building Commission this ordinance and other ordinances as adopted by the Clinton City Council.

*History: 2/98*

**5-2-2 Building Inspector.** There are hereby created the position(s) of city building inspector(s). The building inspector, if appointed will perform as outlined in the city official position description. Building inspectors shall meet the licensing requirement's of the State of Utah and be licensed by the State. The building inspectors will be appointed by the city manager and serve under the supervision of the Building Official within the Community Development Department. The building inspector is empowered with the powers, duties and responsibilities as outlined in the technical codes adopted by the State of Utah Building Commission, this ordinance and other ordinances as adopted by the Clinton City Council.

*History: 2/98, 4/07*

**5-2-3 Powers and Duties.** The Building Official or his representative shall have the power and duties outlined in the model codes adopted by the State of Utah and elsewhere in this ordinance to include but not be limited to: Right of Entry; Stop Work Orders; Authority to Disconnect Utilities; Authority to Condemn Building Service Equipment.

*History: 2/9, 4/07*

**5-2-4 Additional Duties.** The Building Official or his representative shall, in addition to enforcing the provisions of the technical codes adopted by the State of Utah Building Commission and other relevant provisions of this code, inspect all buildings, structures, ditches, signs, fences and objects to determine their safety effect on all persons who are within the city.

*History: 2/98, 4/07*

**5-2-5 Liability.** The Building Official nor his representative charged with the enforcement of this code, acting in good faith and without malice in the discharge of the duties required by the technical codes adopted by the State of Utah Building Commission, this ordinance and other ordinances as adopted by the Clinton City Council shall not thereby be rendered personally liable for damages that may accrue to persons or property as a result of an act or by reason of an act or omission in the discharge of such duties. A suit brought against the Building Official or employee because of such act or omission performed by the Building Official or employee in the enforcement of any pervasion of such codes or other pertinent laws or ordinances implemented through the enforcement of the technical codes adopted by the State of Utah Building Commission, this ordinance and other ordinances as adopted by the Clinton City Council or enforced by the code enforcement agency shall be defended by this jurisdiction until final termination of such proceedings, and any judgment resulting there from shall be assumed by this jurisdiction.

*History: 2/98*

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### Chapter 3. Technical Codes

- 5-3-1 Adoption of the Technical Codes
- 5-3-2 Adoption of Other Codes
- 5-3-3 Additional Construction Requirements

**5-3-1 Adoption of the Technical Codes.** At a minimum, Clinton City shall follow the codes adopted by the State of Utah Building Commission and as amended or appended in this and other ordinances by the city as permitted by the State of Utah. The city shall maintain in book form, a minimum of three (3) copies of these codes on file in the Community Development Department for use by city employees and examination by the public.

*History: 2/98*

**5-3-2 Adoption of Other Codes.** Clinton City adopts the following codes as amended herein.

(1) The current editions of the technical/model codes as adopted by the State of Utah and as published by the International Code Council.

(2) 1997 Uniform Code for the Abatement of Dangerous Buildings as published by the International Conference of Building Officials

**EXCEPTIONS:** For the purpose of this code the term "health officer" or other reference to a health department shall refer to the Davis County Environment Health and Laboratory Division and representatives thereof. Section 802.2. is modified to delete reference to the repair and demolition fund, after cost estimates are developed through in house estimates or sealed bids the Building Official will present estimates to the city council for approval and dedication of funds from the general fund. For the purpose of this ordinance the term "clerk" is interchangeable with "Recorder". Section 912 is amended to read that all recovered funds will be returned to the general fund rather than the repair and demolition fund.

*History: 2/9; 4/07*

**5-3-3 Additional Construction Requirements.**

Additional construction requirements shall be evaluated during regularly building inspections indicated. Construction shall not proceed beyond a required inspection until the inspection has been accomplished and approved by the Building Official or his appointed representative

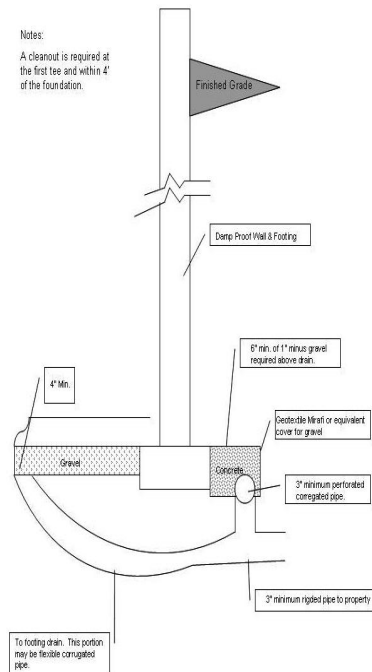
(1) In both commercial and residential construction, a four (4) inch minimum depth of one (1) inch or smaller rock will be required under all basement floors unless otherwise permitted by the Building

Official or the authorized representatives. Inspected with under floor plumbing or special inspection.

(2) All groups, as defined by the most recent edition of the International Building Code, having six (6) inches or more of exposed foundation above the finish grade shall be finished plaster or have a finished surface no less than that obtained by the use of plaster. Examples of such finishes include, but are not limited to, decorative finishes using molded forms, aggregate, troweled concrete, etc. Inspected at time of final inspection.

(3) Only materials recognized by the current edition of the International Residential Code and International Plumbing Code may be used from the water meter to the shut off valve located within the building. If a copper waterline is provided, the building shut-off valve shall be so located such that there is adequate space between the floor and the valve so electrical grounding clamps may be attached without modification to the water main or foundation walls. A ufer ground must be installed in accordance with the current edition of the National Electrical Code. The ufer grounding clamp shall be installed within the garage wall cavity. The clamp must be installed in a manner which will accommodate permanent access to the ground clamp through a mud ring w/cover or outlet box w/cover.

(4) Monolithic slabs used for the support of accessory structures are limited to single story structures with an overall floor area not to exceed 600 sq. ft.. All monolithic slabs must be engineered or may comply with Clinton City specifications when approved by the Building Official or his representative.



(5) Footing and Foundation Sub drain. A sub drain which meets the requirements/specifications as outlined in the “Clinton City Typical Footing and Foundation Sub Drain Detail” shall be provided for all residential structures. A sub drain shall also be provided on all commercial structures that have a footing which extends less than 4’ below finish grade if indicated on the geotechnical report for the property in question more than 4’ below finish grade. A sub drain may still be required for commercial

Note: Any residential structure not served by a storm sewer main shall be provided with an acceptable collection point/pump station adjacent to the foundation. The design of the collection point/pump station shall be pre-approved by the Building Official prior to installation.

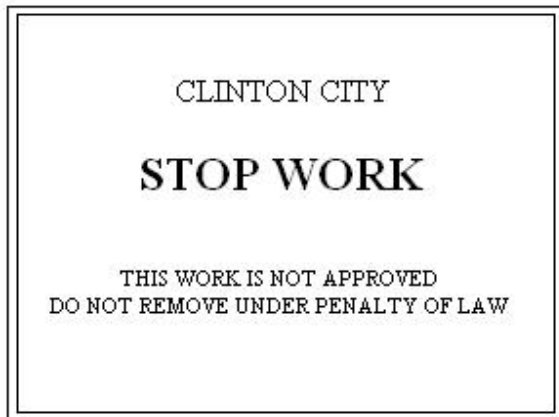
History: 06/00,4/07



**Chapter 4. Stop Work Order**

- 5-4-1 Stop Work Order
- 5-4-2 Compliance with a Stop Work Order
- 5-4-3 Unlawful Continuance

**5-4-1 Stop Work Order.** Whenever the Building Official finds any work regulated by the technical/model codes adopted by the State of Utah, this ordinance, listing agency or manufacturer being performed in a manner either contrary to the provisions outlined, dangerous or unsafe, the Building Official shall post or cause to have posted a notice or stop work on the building. The stop work order will be in the following form:



Notice shall include location of the work being stopped, permit number, if issued, and instructions. Order will have the name of the Building Official or his representative issuing the order and date.

*History: 2/98, 4/07*

**5-4-2 Compliance with a Stop Work Order.** Whenever a stop work is posted, no person shall remain in or enter any building that has been so posted. No person shall remove or deface any such notice after it is posted until the required actions have been completed and the order has been removed by the Building Official or his representative.

*History: 2/98*

**5-4-3 Unlawful Continuance.** Any person who shall continue any work after a stop work order has been posted, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be in violation of this ordinance, which is considered a class "C" misdemeanor.

*History: 4/07*

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## Chapter 5. Relocation of Building

- 5-5-1 Relocation Permit
- 5-5-2 Application for Permit
- 5-5-3 Fees
- 5-5-4 Relocated Building Must Conform to City Ordinances
- 4-5 Requirements for Relocation
- 5-5-5 Investigation of Application
- 5-5-6 Conditions of Permit
- 5-5-7 Foundations to be Completed
- 5-5-8 Time Limit
- 5-5-9 Relocation Bond or Cash Deposit
- 5-5-10 Conditions and Terms of the Bond
- 5-5-11 Default in Performance of Conditions, Notice
- 4-6 Duty of Surety and Principal
- 5-5-13 Authority of Building Official in Event of Default
- 4-7 When Building or Structure may be Demolished
- 5-5-15 Termination of Bond
- 4-8 Right to Enter the Premises
- 5-5-17 Interference Prohibited After Default
- 5-5-18 Duty to Notify Police Department
- 5-5-19 Contractor Required
- 5-5-20 Duty to Notify Utilities
- 5-5-21 Exceptions

**5-5-1 Relocation Permit.** No person shall move into or relocate any building or structure within the city without first having obtained a permit from the community Development Department. Additionally, a building permit must be first obtained from the Community Development Department in accordance with this title.

*History: 2/98*

**5-5-2 Application for Permit.** Each application to move a building into the city or for a relocation of a building within the city shall be made to the Community Development Department upon forms furnished by the Community Development Department and it shall set forth such information as required by the Building Official which may reasonably be required in order to carry out the purposes of this ordinance.

*History: 2/98, 4/07*

**5-5-3 Fees.** Prior to issuing a relocation permit the Community Development Department shall collect an "Inspector Costs" fee from the applicant in amounts to be fixed by resolution of the City Council determined by the Building Official and based on the number of inspections required.

*History: 2/98, 4/07*

**5-5-4 Relocated Building Must Conform to City Ordinances.** No relocation permit or building permit shall be issued to any person to relocate any building or structure upon another lot or to move a building or structure into the city unless such use, building, or proposed conversion thereof conforms to the zoning laws and the appropriate technical codes adopted by the State of Utah Building Commission, this ordinance and other ordinances as adopted by the Clinton City Council and otherwise complies with law.

*History: 2/98*

**5-5-5 Requirements for Relocation.** No permit shall be issued to any person to move into or relocate any building or structure within the city which is so constructed or in such conditions as to be dangerous or unsafe or which is infested with pests or is unsanitary or which, if to be a dwelling or habitation, is unfit for human habitation, or which is so dilapidated, defective, unsightly or in such a condition of deterioration or disrepair that its relocation at the proposed site would create a safety or health hazard or would cause appreciable damage to or be materially detrimental to the property in the district within the radius of 500 feet from the proposed site. If, in the opinion of the Building Official or his appointed representative, the present use or condition of the building or structure admits of practical conversion or effective repair or alteration, he may issue such a relocation permit if plans are submitted to him in conjunction with the building permit showing that the improvements and alterations conform to the appropriate technical codes adopted by the State of Utah Building Commission this ordinance and other ordinances as adopted by the Clinton City Council and are in architectural harmony with neighboring structures. If a structure is determined to have asbestos or other hazardous material, all such materials shall be removed from the original site. All abandoned utilities which extend into the public right-of-way must be terminated and inspected for compliance by the Public Works Inspector.

*History: 2/98;4/07*

**5-5-6 Investigation of Application.** The Building Official or his representative shall cause an investigation to be made of the building or structure to be moved or relocated and of the property upon which it is to be located in order to determine whether or not said permit should be granted. The inspector may require special inspections to be accomplished by other agencies or professionals. The cost of any

such inspections shall be at the expense of the applicant or his agent and will be in addition to any fees collected by the city for a relocation permit or building permit.

*History: 2/98*

**5-5-7 Conditions of Permit.** In granting any relocation permit or building permit, the Building Official shall impose thereon such terms and conditions as he may determine reasonable and proper including, but not limited to, the requirement of changes, alterations or additions or repairs to be made to or upon the building, structure or property to the end that the relocation thereof shall not be materially detrimental or injurious to public safety or public welfare or to property within the immediate district. Such terms and conditions shall be written upon the permit or appended in writing thereto.

*History: 2/98*

**5-5-8 Foundations to be Completed.** The foundations to be used in connection with any of the buildings herein referred to shall be fully completed, inspected and approved by the Building Official or his representative before any such building is moved upon any foundation or moved into the lot of the new location.

*History: 2/98*

**5-5-9 Time Limit.** Any such buildings shall be completed in its exterior and protected from the elements by the necessary, listed and approved means and all doors and windows shall be installed within 30 days after the building is placed on its new site. The entire exterior of the structure must be repaired or reconstructed to conform to the plans submitted by the applicant within 30 days of placement of the building or structure on its new site. All renovation of the building shall be completed in accordance with said specifications and be suitable for occupancy within one (1) year from the date of issuance of the building permit.

*History: 2/98*

**5-5-10 Relocation Bond or Cash Deposit.** No relocation permit shall be issued unless the applicant therefore shall guarantee the improvements required by this ordinance and the appropriate technical codes adopted by the State of Utah Building Commission this ordinance and other ordinances as adopted by the Clinton City Council by one (1) or a combination of one (1) or more of the methods specified below in an amount equal to the cost of the improvements or repairs as estimated by the building inspector:

(1) Performance Bond. The owner or contractor may furnish and file with the city recorder a corporate surety bond in the amount equal to the cost of the required repairs or improvements as estimated or approved by the Building Official or his representative.

(2) Deposit in Escrow. The owner or contractor may deposit in escrow with an escrow holder approved by the Building Official or his representative an amount of money equal to the cost of the repairs or improvements required under an escrow agreement conditioned for installation of said improvements within the time required in the relocation permit.

*History: 2/98*

**5-5-11 Conditions and Terms of the Bond.** Every relocation bond filed shall be executed by the owner of the premises where the building or structure is to be relocated as principal and by a surety company authorized to do business in the State of Utah as surety. Such bonds shall name Clinton City as obligee and shall be conditioned as follows:

(1) Compliance with Permits. All of the terms and conditions of the relocation permit and of the building permit shall be complied with to the satisfaction of the Building Official or his representative.

(2) Compliance with Requirements. All of the work required to be done pursuant to the conditions of the relocation permit and of the building permit shall be fully performed and completed within the time limit specified in the relocation permit. Although said time limit may be extended for good and sufficient cause by the Building Official, no such extension shall be valid unless in writing; and such extension shall not release the surety on the relocation bond.

(3) Expiration of Bond. The surety bond shall not have a termination date or expiration date either implied or specified.

*History: 2/98*

**5-5-12 Default in Performance of Conditions, Notice.** Whenever the Building Official shall find that a default has occurred in the performance of any term or condition of a relocation permit or of a building permit written notice thereof shall be given to the principal and to the surety on the bond and to the owner and the escrow in the case of a cash deposit. Such notice shall state the nature of the default and, in case of work to be done, shall specify the work to be done and the period of time within which such work must be completed. Failure to comply with the notice of the Building Official shall constitute a default against said cash or surety bond.

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*History: 2/98*

**5-5-13 Duty of Surety and Principal.** Upon receipt of such notice of default from the Building Official, the surety must within the time specified therein correct such default and in the case of work required to be performed, cause said work to be done within the time specified in said notice and upon its failure to do so must forthwith pay to the city treasurer the face amount of its bond.

*History: 2/98*

**5-5-14 Authority of Building Official in Event of Default.** The Building Official shall, upon receipt of the face amount of said bond from said surety or of said cash from the escrow, proceed by such mode as he deems expedient to cause the required work to be performed, completed by contract or otherwise. Upon the completion of such work, the balance, if any of the money so paid to the city treasurer of the city by said surety, shall be returned to the surety or in the event of cash in escrow to the applicant after deducting cost of work plus 25% thereof. Said 25% being retained by the city treasurer to cover cost of supervision. The Building Official shall incur no liability other than for the expenditure of funds delivered to him for completion of the work.

*History: 2/98*

**5-5-15 When Building or Structure may be Demolished.** When any notice has been given and a default has occurred either on the part of the principal or the surety, the building inspector shall have the option in lieu of completing the work required, to demolish the building or structure and to clear, clean, and restore the site as defined in 5-6-4 of this title. Funds associated with default in performance shall be available for demolition as outlined in 5-5-14 of this title.

*History: 2/98; 4/07*

**5-5-16 Termination of Bond.** The term of each relocation bond or of the escrow agreement pursuant to this ordinance shall begin upon the date of execution thereof and shall terminate upon the completion to the satisfaction of the Building Official of the performance of all of the terms and conditions of the relocation permit. Such completion shall be evidenced by a certificate of occupancy and a letter from the Building Official to the escrow or bonding agent thereof signed by the Building Official, authorizing the release of all security funds.

*History: 2/98; 4/07*

**5-5-17 Right to Enter the Premises.** In the event of any default in the performance of any term or

condition of the relocation or building permit, the surety or any person employed or engaged in its behalf and the building inspector or any person employed or engaged in his behalf, shall have the right to go upon the premises to complete the required work or to remove or demolish the building or structure as the case may be.

*History: 2/98*

**5-5-18 Interference Prohibited after Default.** It shall be unlawful for the owner, his agents, or any other person after a default has occurred in the performance of the terms or conditions thereto, to interfere with or obstruct the ingress or egress to or from any such premises of any authorized representative or agent of the surety or the city engaged in the work of completing, demolishing or removing any building or structure for which a relocation permit has been issued.

*History: 2/98*

**5-5-19 Duty to Notify Police Department.** Before any building or structure is moved over or on any public street or highway, the police department shall be notified by the mover at least 24 hours in advance, and the police shall direct the moving at the time designated over the approved route.

*History: 2/98*

**5-5-20 Contractor Required.** No building or structure shall be relocated by other than a contractor specializing in moving buildings and structures and licensed as such by the State of Utah.

*History: 2/98*

**5-5-21 Duty to Notify Utilities.** Before any building or structure is moved over or on any public street or highway, the public utilities, (power, gas, telephone, Cable TV, etc.) and UDOT shall be provided notice. Payment of any required fees and the amount of notice required by the individual utilities and UDOT shall be complied with. Written verification that notice and fees have been paid shall be provided to the Community Development Department a minimum of 24 hours prior to any building or structure being moved.

**5-5-22 Exceptions.** This chapter is not intended to apply to new, not previously occupied, connected to utilities or positioned on a previous site, structures falling under the category of factory built housing units or modular units covered under the codes adopted by the State of Utah Building Commission as provided by the State Code and Zoning Ordinance.

*History: 2/98*

## Chapter 6. Demolition or Removal of Buildings

5-6-1	Demolition Permit
5-6-2	Fees
5-6-3	Utility Disconnection
5-6-4	Site Restoration
5-6-5	Protection of Off-site Improvements
5-6-6	Inspection

**5-6-1 Demolition Permit.** No person shall demolish any building or structure within the city without first having obtained a building permit from the Community Development Department.

*History: 2/98*

**5-6-2 Fees.** The Community Development Department shall collect a fee from the applicant in amounts to be fixed by resolution of the City Council.

*History: 2/98*

**5-6-3 Utility Disconnection.** All utilities connected to a building or structure shall be disconnected as follows:

(1) Sewer. Sewer laterals which meet the existing requirements of the city standards shall be cut back to a point ten (10) feet inside the property line, an approved plug shall be placed in the lateral, and a 2" x 4" piece of treated lumber shall be placed at the end of the pipe and extended up to within one foot of final grade. Laterals which do not meet the requirements of the city standards shall be removed back to the sewer main and the main repaired to meet the requirements of the Clinton City Public Works Department, or the lateral is to be permanently plugged with concrete by a means approved by public works.

(2) Culinary Water. Culinary water laterals which meet the existing requirements of the city standards shall be cut back to a point ten (10) feet inside the property line, an approved plug shall be placed in the lateral, and a 2" x 4" piece of treated lumber shall be placed at the end of the pipe and extended up to within one foot of final grade. Laterals which do not meet the requirements of the city standards shall be removed back to the water main and the main repaired to meet the requirements of the Clinton City Public Works Department.

(3) Secondary Water. Secondary water laterals shall be disconnected and inspected to meet the requirements of Davis and Weber County Canals Company.

(4) Land Drains. Land drain laterals which meet the existing requirements of the city standards shall be cut back to a point ten (10) feet inside the property line, an approved plug shall be placed in the lateral, and a 2" x 4" piece of treated lumber shall be placed at the end of the pipe and extended up to within one foot of final grade. Laterals which do not meet the requirements of the city standards shall be removed back to the land drain main and the main repaired to meet the requirements of the Clinton City Public Works Department, or the lateral is to be permanently plugged with concrete by a means approved by public works.

(5) Power. Electrical power laterals or overheads shall be removed and disconnected from the connection point to the main lines. Any poles or other structures on the property utilized to support power lines shall be removed. Underground power lines utilized as laterals shall be removed.

(6) Telephone and Cable TV. Telephone and Cable TV underground laterals or overheads shall be removed and disconnected from the connection point to the main lines. Any poles or other structures on the property utilized to support these lines shall be removed. All underground lines utilized as laterals shall be removed.

(7) All abandoned utilities which extend into the public right-of-way must be terminated and inspected for compliance by the Public Works Inspector.

*History: 2/98; 4/07*

**5-6-4 Site Restoration.** Any site where a building has been demolished or removed shall be cleaned up of all debris, building material, concrete, and other items as determined by the Building Official or his representative upon inspection. The site shall be graded and if necessary fill shall be brought in to provide for natural drainage from the site. In no case shall grade next to sidewalks or on the site present a hazard to the public or anyone who may be on the site.

*History: 2/98*

**5-6-5 Protection of Off-site Improvements.** Protection for Off-site improvements shall be provided for as outlined in section 5-1-11.

*History: 2/98, 4/07*

**5-6-6 Inspection.** The person or corporation to whom a demolition or relocation permit is issued will, upon completion of all work on the site cause the site to be inspected by the Building Official or his representative. The inspector will note on the inspection report the location of all laterals relative to

the property lines and insure that the site is suitable in accordance with this ordinance.

*History: 2/98*

## Chapter 7. Certificate of Notice of Non-Compliance

- 5-7-1 Purpose
- 5-7-2 Notice and Processing of the Certificate of Notice of Non-Compliance
- 5-7-3 Recording of the Certificate of Notice of Non-Compliance
- 5-7-4 Release of the Certificate of Notice of Non-Compliance

**5-7-1 Purpose.** These regulations are established to provide compliance with the technical codes adopted by the State of Utah Building Commission, this ordinance, and other ordinances as adopted by the City, hereafter referred to as “Building Regulations.” In the event that the Building Official or his authorized representative identifies that construction on a building violates the Building Regulations, the Building Official or his authorized representative may cause a Certificate of Notice of Non-Compliance to be filed at the County Recorder’s Office against the property where the violation is being committed.

*History: 2/98, 1/09*

### **5-7-2 Notice and Processing of the Certificate of Notice of Non-Compliance.**

(1) Prior to recording a Certificate of Notice of Non-Compliance with the County, a permanent file will be developed which will include:

- (a) A summary statement of the failure to comply with the Building Regulations;
- (b) Attempts to obtain compliance;
- (c) Any correction list; and,
- (d) Copies of all attempts to contact the permit holder/owner of record, hereafter referred to as “Owner.” Once a file is established, the Building Official or his authorized representative shall review the file to determine the proper course of action.

(2) First Notice. The Owner shall be notified in writing of the failure to comply with the Building Regulations. The notice will identify the failure to comply and provide the Owner with a time period to comply, usually 10 to 30 days depending on the circumstances. If the matter is one of public safety immediate compliance will be required. The Building Official or his authorized representative may grant an extension of time when compliance cannot reasonably be obtained by the original date.

(3) Second Notice. If the Owner fails to comply with the First Notice and/or any extensions, the Building

Official or his authorized representative will prepare a Second Notice. The Second Notice shall be mailed by certified mail to the Owner who will be given 10 days to comply. The Second Notice will contain a copy of the Certificate of Notice of Non-Compliance and will inform the Owner that the Certificate will be recorded against the property at the County Recorder’s Office if he fails to comply with the Building Regulations.

(4) If the Owner fails to comply with the Second Notice within the 10 day period, or if the Notice is returned as being undeliverable at the Owner’s last known address, then the Certificate of Non-Compliance with the Building Regulations shall be processed. Any returned mail will be kept in the file as evidence of an attempt to serve notice at the last known address.

*History: 2/98; 4/07; 1/09*

**5-7-3 Recording of the Certificate of Notice of Non-Compliance.** If compliance with the Building Regulations is not achieved according to Section 5-7-2, then at the end of the compliance time given in the Second Notice, the Certificate of Notice of Non-Compliance shall be recorded at the County Recorder’s Office. A copy of the recorded Certificate will be placed in the file and a copy will be mailed to the Owner. No work may be done on the property until a new building permit is issued.

**5-7-4 Release of the Certificate of Notice of Non-Compliance.** A Certificate of Notice of Non-Compliance may be removed according to the following procedures.

(1) To release the Certificate, the Owner shall pay a fee to the Community Development Department as set by the City Council in the Consolidated Fee Schedule.

(2) A new building permit shall be taken out. To obtain a new building permit, the building plans shall be reviewed by the City according to the most recent Building Regulations. The fees assessed for the new building permit shall be one-half of the building fee portion of the original permit, plus applicable state fees, if reactivated within one year of the date the Certificate of Notice of Non-Compliance is recorded. After one year, the entire building fee portion of the original permit along with a plan review fee and all applicable state fees shall be assessed.

(3) After the required construction is complete and the building permit has passed final inspection, the Building Official or his authorized representative will record a Notice to remove the Certificate of Notice of Non-Compliance with the County Recorder. A copy



of the recorded document shall be mailed to the Owner and one kept in the City's file.

*History: 2/98; 1/09*

**Chapter 8. Other Building and Construction Regulations**

- 5-8-1 Trash and Debris Control
- 5-8-2 Toilet Facilities for Workers

**5-8-1 Trash and Debris Control.** Every construction site shall have a means of containing construction debris and waste (dumpster).

(1) It shall be the responsibility of the general contractor or individual obtaining the building permit to provide a dumpster on the construction site for trash and debris control.

(2) Where a contractor or individual obtaining a building permit has more than one structure under construction on adjacent properties dumpsters for trash and debris control may be so located as to service adjoining lots or construction sites.

(3) Dumpster facilities are prohibited from being located within the public right-of-way.

(4) Dumpsters shall not be located:

(a) Within the sight triangle forty (40) feet of an intersection of two streets;

(b) Within ten (10) feet of a fire hydrant or in such a manner as to block view or access;

(c) Within ten (10) feet of a public or private driveway or its approach;

(d) In such a way as to be an obstruction to a Public Works project.

(e) On a sidewalk;

(f) So as to block a U.S. postal box or any other type of mail box.

(g) Within thirty (30) feet of the approach to any flashing signal, stop sign, yield sign, regulatory sign, or traffic control signal located at the side of the roadway.

(h) In such a manor as to constitute a hazard or obstruction to the normal movement of traffic or the public.

(5) Any dumpster which is declared a nuisance, as defined in Section 5-8-1(4), may be abated under the direction of or at the request of a police officer of the city by removing the dumpster to a place of storage or repair by means of towing.

*History: 4/07*

**5-8-2 Toilet Facilities for Workers.** Toilet facilities shall be provided for construction workers

and such facilities shall be maintained in a sanitary condition.

(1) On every construction site that does not have functional, permanently plumbed facilities available to the workers portable chemical toilet facility(s) shall be provided.

(2) The number of facilities to be provided for each sex shall be based upon the number of employees of that sex for whom the facilities are furnished and shall be in accordance with the following table.

Where single-occupancy toilet rooms have more than

MINIMUM NUMBER OF TOILET FACILITIES	
Number of Employees	Minimum number of toilet facilities
If serviced once per week *	
1-10	1
11-20	2
21-30	3
Over 30	1 additional facility for each 10 additional employees
If serviced more than once per week *	
1-15	1
16-35	2
36-55	3
Over 55	1 additional facility for each 20 additional employees

one toilet facility, only one such facility in each toilet room shall be counted for the purpose of this table.

\* “Serving” refers to the emptying of waste and the cleaning of the toilet facility.

(3) It shall be the responsibility of the general contractor or individual obtaining the building permit to provide toilet facilities sufficient for the total number of workers on a construction site.

(4) It shall be the responsibility of the employer to insure that all toilet rooms and facilities are maintained in a clean and sanitary condition. If toilet facilities are of the type that require periodic servicing, it shall be the responsibility of the contractor or individual obtaining the permit to provide sufficient toilet facilities and servicing to prevent the stated capacity of those faculties from being exceed; the contractor or individual obtaining the permit shall also assure ready access to the toilet facilities by the required servicing equipment.

(5) Toilet facilities for construction sites shall not be located within an existing or proposed public right-of-way.

(6) Where a contractor or individual obtaining a building permit has more than one structure under construction on adjacent properties toilet facilities may be so located as to service multiple construction sites. The total number workers on all of the construction sites shall determine the number of facilities.

(7) The requirements of 2 through 7 above do not apply to mobile crews or to normally unattended work locations so long as employees working at these locations have transportation immediately available to toilet facilities that meet the other requirements of this section. The determination of whether work crews are mobile is dependent upon factors such as worksite, distance to toilet facility.

*History: 03/04*

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## Chapter 9. Residential Rental Fit Premises

5-9-1	Short Title
5-9-2	Responsibility of Administration
5-9-3	Office of Primary Responsibility
5-9-4	Definitions
5-9-5	Exclusions from Application of Chapter
5-9-6	Identification of Owner and Representative
5-9-7	Maintenance of Residential Rental Unit and Premises - Owner's Duties
5-9-8	Maintenance of Residential Rental Unit and Premises - Renter's Duties
5-9-9	Landscaping and Exterior Maintenance
5-9-10	Rules and Regulations
5-9-11	Access
5-9-12	Repair of Specified Failures
5-9-13	Renter Repair and Deduct
5-9-14	Notice
5-9-15	Declaration of a Nuisance
5-9-16	Abatement of Nuisance

**5-9-1 Short Title.** This chapter shall be known as the Clinton City Residential Rental Fit Premises Ordinance and may be referenced as the "Residential Rental Ordinance".

**5-9-2 Responsibility of Administration.** The City Manager shall administer, implement, and enforce the provisions of this Title. Any powers granted or duties imposed upon the City may be delegated by the City Manager to persons or entities acting in the beneficial interest of or in the employ of the City.

**5-9-3 Office of Primary Responsibility.** The Clinton Community Development Department is the Office of Primary Responsibility for review and proposing changes to this Title. The Community Development Director may call on other departments for assistance in reviewing this Chapter.

**5-9-4 Definitions.** The following definitions are applicable to this chapter:

**"Building Code"** means the applicable model codes adopted by the State of Utah.

**"Owner Occupied"** means:

- (1) A person who possesses fifty percent (50%) ownership or more in the dwelling and the dwelling is the primary residence of the person; or,
- (2) A family trust created for the primary purpose of estate planning by one or more trustees who create the trust, place the dwelling in a trust, and whose primary residence is a dwelling.

**"Primary Residence"** means a person's primary residence is the dwelling where they usually live, typically a house or an apartment. A person can only have one primary residence at any given time, though they may share the residence with other people. A primary residence is considered as a legal residence for the purpose of income tax and/or acquiring a mortgage. Criteria for a primary residence consist mostly of guidelines rather than hard rules, and residential status is often determined on a case-by-case basis. Possible factors include:

- (1) Mailing address;
- (2) Telephone listing;
- (3) Time spent at residence per year;
- (4) Voting registration;
- (5) Location of personal effects; and,
- (6) Stated purpose of residence on insurance policies.

**"Owner"** means the owner of record at the Davis County Recorder's Office of a residential rental unit. A managing agent, leasing agent, or resident manager is considered an owner for the purposes of notice and other communication required or allowed under this chapter unless the agent or manager specifies otherwise in writing in the rental agreement.

**"Renter"** means any person entitled under a rental agreement to occupy a residential rental unit to the exclusion of others.

**"Residential Rental Unit"** means a renter's principal place of residence and includes the appurtenances, grounds, and facilities held out for the use of the residential renter generally, and any other area or facility provided to the renter in the rental agreement. It does not include facilities contained in a boarding or rooming house or similar facility, mobile home lot, or recreational property rented on an occasional basis.

**"Rental Agreement"** means any agreement, written or oral, which establishes or modifies the terms, conditions, rules, or any other provisions regarding the use and occupancy of a Residential Rental Unit.

**"Rental Property"** means any legally subdivided lot or parcel of property containing one or more Residential Rental Units.

### 5-9-5 Exclusions from Application of Chapter.

- (1) The following arrangements are not governed by this Chapter:
  - (a) Residence at a medical, geriatric, educational, counseling, religious institution, or a government operated detention institution;

(b) Occupancy under a bona fide contract of sale of a Residential Rental Unit if the occupant is the purchaser;

(c) Occupancy by a member of a bona fide nonprofit 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 § 59-12-301, Utah Code Annotated; and,

(e) Occupancy by an owner of a condominium unit.

(2) Nothing in this chapter shall be construed to affect the rights and duties established under Utah Code Title 57, Chapter 22, Utah Fit Premises Act, or to restrict the City's ability to enforce its generally applicable health ordinances or building code, a local health department's authority under Utah Code title 26A, Chapter 1, local Health Departments, or the Utah Department of Health's authority under Title 26, Utah Health Code.

**5-9-6 Identification of Owner and Representative.**

(1) An owner shall disclose to the renter, in writing, at or before the commencement of the tenancy, the name, address, and telephone number of:

- (a) The owner or representative of the premises; and,
- (b) A resident residing or management business located in either Davis or Weber Counties authorized to represent 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 resides outside of Davis or Weber County, Utah.

(2) A person who, acting in the capacity of or on behalf of the owner, 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:

- (a) Receipt of notices under this chapter; and,
  - (b) Performing the obligations of the owner under this chapter and under the rental agreement.
- (3) The owner is responsible to insure that the information required in § (1) above is furnished to the City and that it be kept current. An owner can require an agent maintain this contact but this does not relieve the owner of the ultimate responsibility to the City.
- (4) Every property rented without a rental agreement shall have a notice posted in a conspicuous place inside of the unit with the name, address, and

telephone number of the owner, manager and local agent as required by § (1) above.

(a) The notice shall not be removed unless authorized to do so under City Code or the residence becomes owner occupied.

(b) The notice shall state: "This Notice is required by Clinton City Ordinance § 5-9-6 and shall be maintained current and shall not be removed."

**5-9-7 Maintenance of Residential Rental Unit and Premises - Owner's Duties.** Property owners shall meet the requirements of § 57-22-4 Utah State Code Annotated, and comply with the requirements of applicable building, housing, health codes, and City Codes, and not rent the premises unless they are safe, and fit for human occupancy.

**5-9-8 Maintenance of Residential Rental Unit and Premises - Renter's Duties.** Renters shall meet the requirements of § 57-22-5 Utah Code Annotated, and comply with all appropriate requirements of applicable provisions of state and local building, housing, health codes, and City Codes.

**5-9-9 Landscaping and Exterior Maintenance.**

(1) Owner shall maintain the landscaping and exterior features of the property in good repair, including maintaining:

- (a) Paint, siding, stucco, etc., in good repair free from peeling, large holes or cracks;
- (b) Landscaping of entire yard;
- (c) Landscaping free from weeds, dead plants, litter, refuse, or debris and adequate water provided for landscape maintenance;
- (d) Lawns mowed and maintained;
- (e) Sprinkler systems maintained in good repair or, if no underground sprinkling system is installed, provide garden hoses and sprinklers sufficient for maintaining the yard;
- (f) Landscaping maintained as approved on a site plan submitted when the Residential Rental Unit was approved by the City (for those projects where a site plan was required or submitted) unless a subsequent landscaping plan was approved by the Community Development Director, or his representative, in writing;
- (g) Curbs and gutters clean and in good repair;
- (h) Sidewalks, driveways and walkways in good repair free from large holes, cracks or other unsafe conditions;

(i) Fences in good repair, free from graffiti, peeling paint, holes, and able to stand upright as designed without propping or additional support;

(j) Carport areas (where applicable) clean and free from boxes, junk, debris, or other storage; and,

(k) Yards free of vehicles, waste, debris, or other storage.

(2) Owner may contract with a third party or renter to provide the maintenance required under this section, however owner shall remain responsible and liable for any deficiencies or violations of this section.

**5-9-10 Rules and Regulations.**

(1) An owner may adopt rules or regulations concerning the renter's use and occupancy of the premises, which become a part of the rental agreement, if they apply to all renters in the premises in a nondiscriminatory manner, do not conflict with the lease, federal or state law, or City Code, and are provided to the renter in writing before the renter enters into the rental agreement. Rules, regulations, or lease terms can, by rental agreement between the parties, be more favorable to the renter than allowed by federal or state law or City Code, but cannot be more restrictive. Rules may be modified from time to time by the owner. However, no rule adopted after the commencement of any rental agreement shall substantially modify the existing terms, conditions, or rules without written consent of the renter.

(2) Nothing in this ordinance is intended to imply or give to an owner authority to violate or otherwise go against CC&R's that are properly recorded against a property.

**5-9-11 Access.**

(1) A renter shall not unreasonably withhold consent to the owner to enter into the Residential Rental Unit in order to make necessary or agreed inspections, repairs, decorations, alterations, improvements, or exhibit the Residential Rental Unit to prospective purchasers, renters, or repairmen.

(2) An owner may enter the Residential Rental Unit without consent of the renter only in cases of emergency.

(3) Except in cases of emergency, the owner shall give the renter at least twenty-four (24) hours' notice of plans to enter, and may enter only between eight o'clock (8:00) a.m. and eight o'clock (8:00) p.m.

(a) An owner may also have access rights and if the renter has abandoned the premises as defined in section 78B-6-815, Utah Code Annotated, or any successor provision.

**5-9-12 Repair of Specified Failures.**

(1) In the event of the failures specified in Table 5-9-11 the City has indicated what it has determined is a reasonable time after receipt of notice by the owner, otherwise the owner shall take steps as established in § 55-22-7 Utah State Code Annotated.

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<b>Table 5-9-11</b>	
<b>Failure</b>	<b>Repair Within</b>
Broken Stair or Balustrade	Upon notice, if the condition causes a safety hazard or prevents access to the premises; otherwise 24 hours
Broken or leaking water pipes causing an imminent threat to life, safety or health	24 hours
Other broken or leaking water pipes or fixtures	72 hours
Disconnection of electrical, water, or natural gas service caused by owner	24 hours
<b>Failure</b>	<b>Repair Within</b>
Inoperable or missing smoke detector required by code or this chapter	24 hours
Inoperable required fire sprinkler system (if smoke detectors are not present or operating)	24 hours
Inoperable toilet	24 hours
Nonfunctioning heating or air conditioning (during a period where heat or air conditioning is reasonably necessary) or electrical system	24 hours
Tub, shower, or kitchen and bathroom sink with inoperable drain or no hot or cold water	24 hours
Broken exterior door or inoperable or missing exterior door locks	48 hours if the premises is otherwise secured from the elements and unwanted entry; otherwise 24 hours
Broken window with missing glass	48 hours if the premises is otherwise secured from the elements and unwanted entry; otherwise 24 hours
Inoperable refrigerator or cooking range or stove	48 hours
Inoperable electric fixture	72 hours
Inoperable exterior lighting	96 hours
Inoperable required fire sprinkler system (if smoke detectors are installed and operable)	96 hours

(2) The renter shall grant the owner reasonable access as required under § 5-9-11 of this chapter to perform the repairs required in this section.

**5-9-13 Renter Repair and Deduct.**

(1) If the owner fails to begin making the repairs required by § 57-22-6 Utah State Code Annotated, and the renter has followed the notification requirements outlined in § 57-22-6 Utah State Code Annotated and is current on all rent and other payments to the owner, the renter may take action authorized in § 57-22-6 Utah State Code Annotated.

(2) Renter 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 renter or the renter’s invited guests or other occupants of the dwelling until.

**5-9-14 Notice.** Notices required under this chapter may be served;

(1) By delivering a copy to the owner personally or by leaving a copy of the notice at the residence or owner’s place of business with a person of suitable age and discretion;

(2) By sending a copy through registered or certified mail addressed to: the owner at the owner’s address listed on the rental agreement; or, addressed to the

owner at the owner's address listed with the County Recorder's Office or Tax Assessor;

(3) As provided in the rental agreement, or,

(4) As otherwise provided by Utah law.

**5-9-15 Declaration of a Nuisance.** A residential rental dwelling not in compliance with this Title is declared a nuisance to the City on the respective parcel containing the unit.

**5-9-16 Abatement of Nuisance.**

(1) In addition to any other penalties and remedies set forth in this code, failure to maintain, repair or correct any violation of this Chapter or other action not in compliance with the requirements set forth here, the responsible party or owner shall, at his own expense, correct the offending condition upon notice by the City as established in;

(a) Title 18, of the Clinton City Code of Revised Ordinances; or,

(b) §5-3-2, of the Clinton City Code of Revised Ordinances; or,

(c) § 10-11-4 of the Utah State Code Annotated.

(2) If either option §(1)(a) or (1)(b) above is followed and the owner fails to comply within the time set in the notice from the City, the Authorized Officer shall so report to the City Manager and the City Manager may instruct the Authorized Officer to:

(a) Abate the nuisance as a hazardous or inconvenient condition in the manner provided by law; or,

(b) The condition may be recorded with the Davis County Recorder's Office as a Certification of Notice of Non-Compliance as established in Title 5, Chapter 7 of the Clinton City Code of Ordinances.

Each violation of any provision of this chapter shall be a separate offense.



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**Chapter 10. Penalties**

- 5-10-1 Violations
- 5-10-2 Penalties
- 5-10-3 Enforcement

**5-10-1 Violations.** It shall be unlawful for a person, firm or corporation to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building, structure or building service equipment, or cause or permit the same to be done in violation of this code and the technical codes.

*History: 2/98*

**5-10-2 Penalties.** Any person, firm or corporation who erects, constructs, enlarges, alters, repairs, moves, improves, removes, converts or demolishes,

equips, uses, occupies or maintains any building, structure or building service equipment, or causes or permits the same to be done in violation of this code and the technical codes shall be deemed guilty of a class C misdemeanor and subject to punishment therefore as provided by law.

*History: 2/98*

**5-10-3 Enforcement.** Enforcement and referral to the courts may be through means of a “Fix-it-Ticket” as outlined in the Code of Revised Ordinances of Clinton City, a Stop Work Order, or written referral or any combination of these means.

*History: 2/98, 3/04*

*\*Editor's Note: Ordinance 98-1, adopted February 10, 1998 and incorporated herein, repealed in to, the previous Title*

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## Chapter 11. Vacant Buildings

- 5-11-1 Applicability
- 5-11-2 Purpose and Intent
- 5-11-3 Definitions
- 5-11-4 Obligation to Register Vacant Buildings
- 5-11-5 Registration of Vacant Buildings
- 5-11-6 Vacant Building Plan
- 5-11-7 Review, Approval or Modification of Vacant Building Plan
- 5-11-8 Standards Governing Review
- 5-11-9 Change of Ownership
- 5-11-10 Distribution of Vacant Building Registry
- 5-11-11 Maintenance Standards
- 5-11-12 Failure to Maintain
- 5-11-13 Existing Boarded Buildings
- 5-11-14 Appeals and Appeals Procedure
- 5-11-15 Building Permits and Inspections Required
- 5-11-16 Enforcement of Other Laws or Notice and Orders
- 5-11-17 Recovery of Cost of Boarding, Repair or Demolition
- 5-11-18 Enforcement, Prohibited Activities
- 5-11-19 Emergencies

### 5-11-1 Applicability.

(1) This ordinance shall apply to all vacant buildings or structures within the city now existing or hereafter becoming vacant.

(2) Buildings that are vacant at the time this ordinance is established shall comply with the time requirements established within as if the building became vacant on that date.

**5-11-2 Purpose and Intent.** It is the purpose and intent of this chapter to protect the public health, safety, welfare, and preserve the aesthetic efforts of the City by establishing a registration process for vacant buildings. This requires responsible parties to implement a vacant building plan for buildings to remedy any public nuisance, prevent deterioration, unsightly blight and consequent adverse impact on the value of nearby property, and to establish minimum maintenance standards for vacant buildings. To this end, it is the specific purpose and intent of this ordinance:

- (1) To minimize the period of time a building is boarded;
- (2) To provide procedures for the maintenance, repair or abatement of vacant buildings;
- (3) To prevent vacant buildings from becoming a public nuisance; and,

(4) To improve the aesthetic appearance of vacant buildings in order to protect surrounding properties.

**5-11-3 Definitions.** For the purpose of this chapter, certain terms, phrases, words and their derivatives shall be construed as specified in this chapter, or where terms are not defined within this chapter or in the applicable code, they shall have their ordinary accepted meanings within the context they are used. As used in this chapter the following words and phrases shall have the meanings given:

**“Boarding or Boarded”** means a secured covering of openings to a building or structure to prevent entrance.

**“Building Code”** means the International Building Codes as adopted by chapter 3 of this Title, together with all other technical codes adopted therein.

**“CD Director”** means the duly appointed Director of the Community Development Department or an appointed staff member.

**“Occupant”** means any person who has a legal or equitable interest in a parcel of real property other than a fee interest, including a life tenant, tenant, lessee, tenant at will, tenant at sufferance, or adverse possessor, as well as a person in possession or a person who has charge, care or control of the parcel of real property, as the agent or personal representative of the person(s) holding legal Title to a fee interest.

**“Open”** means the condition of a building or structure when not secured against unauthorized or unlawful entry.

**“Owner”** means any person who, alone or jointly or severally with others, has legal Title to a fee interest in the parcel of real property, with or without accompanying actual possession.

**“Vacant”** means empty.

### 5-11-4 Obligation to Register Vacant Buildings.

(1) Except as provided in § (2) of this section, whenever a building is vacant for more than ninety (90) days, or whenever any building is vacant and the building or premises contains one or more "public nuisance violations" as defined in Title 18 the owner of the building shall, within ten (10) days of notification, register the building as a vacant building and submit a vacant building plan, unless a stay is granted under § (5) of this section.

(2) Whenever any building designed as a single-family dwelling is vacant and the building or premises contains one or more "public nuisance violations" as defined in Title 18 the owner of the

building shall, within ten (10) days of notification, register the building as a vacant building and submit a vacant building plan, unless a stay is granted under § (5) of this section.

(3) Notification of the registration requirement shall be made in writing to the property owner either personally or by mailing notice first class, postage prepaid, addressed to the owner at his last known address as disclosed by the records of the county assessor, or at another address as is known by the CD Director.

(4) For purposes of this chapter, "public nuisance violations" includes:

(a) A building or structure in violation of one or more provisions of § 5-3-2(2) of this Title; and

(b) Property maintenance violations of Titles 18 and Title 28 of this code.

(5) If repair or demolition of the building is required under a notice and order issued following § 5-3-2(2) of this Title, the CD Director, may grant a stay of the registration requirement for a reasonable period of time, not to exceed ninety (90) days, while the owner diligently investigates abatement options and prepares plans for abatement. The maintenance standards imposed in § 5-11-11 of this chapter shall be applicable during the stay period.

(6) It is not the intention of this chapter to require the initial registration of a building being actively and diligently constructed or renovated, with a valid building permit issued by the city, where persons responsible for the construction or renovation are present in the building on a regular basis.

#### **5-11-5 Registration of Vacant Buildings.**

(1) The owner registering a vacant building shall supply the following information on a form provided by the Community Development Department:

(a) The address of the vacant building;

(b) The name, address, and telephone number of the owner;

(c) The name, address and telephone number of a person authorized to act as an agent for the owner for performing the owner's obligations under this chapter, who lives within forty (40) miles of the city;

(d) Legal description and tax parcel identification number of the premises on which the building is situated;

(e) Date on which the building became vacant;

(f) The vacant building plan;

(g) A description of the condition of the building and the landscaping of the surrounding property.

(2) Registration of a vacant building shall be valid for multiple years (not more than five [5] years), ending December 31<sup>st</sup> of the fifth (5<sup>th</sup>) year.

(3) If the requirements of the vacant building plan, see § 5-11-6, are not completed, or have not otherwise been met, then the owner shall re-register the building, after the corrections of any violations to the Vacant Building Plan or maintenance standards.

(4) It is the owner's responsibility to keep current all fees and contact information regarding owner or his appointee with the Davis Weber Canal Company.

**5-11-6 Vacant Building Plan.** When a building is registered the owner or agent shall submit a vacant building plan. The plan shall contain the following:

(1) A plan of action to repair any doors, windows, or other openings. The proposed repair shall result in openings secured by conventional methods used in the design of the building or by methods permitted for new construction.

(2) For buildings and premises which are identified as being or containing public nuisance violations unrelated to improperly secured openings, a plan of action to remedy the public nuisance violations.

(3) For each required plan, a time schedule shall be submitted identifying a date of commencement of repair and date of completion of repair for each improperly secured opening and identified public nuisance violations.

(4) If the owner proposes to demolish the vacant building, then the owner shall submit a plan and time schedule for the demolition, and acquire the appropriate permits.

(5) If the owner proposes to repair the vacant building, then the owner shall submit a plan and time schedule for the repairs, and acquire the appropriate permits.

(6) A plan of action to maintain the building and premises (Landscaping, hardscape, etc.) in conformance with the provisions of this chapter.

(7) A plan of action to maintain:

(a) The building against unlawful entry; and

(b) The site against undesired vehicle access.

(8) Removal of all signs as outlined in Title 24.

#### **5-11-7 Review, Approval or Modification of Vacant Building Plan.**

(1) The CD Director shall have sole discretion to approve the vacant building plan in accordance with the standards and requirements of this chapter.

(2) The CD Director shall, upon notice to the vacant building owner or agent, have the authority to modify the vacant building plan by altering the dates of performance or the proposed methods of action.

(3) If the owner or agent of the vacant building objects to the modifications made by the CD Director, the owner may have the right to appeal in accordance with § 5-11-14.

**5-11-8 Standards Governing Review.** In considering the appropriateness of a vacant building plan the CD Director may consider the following:

(1) The purpose and intent of this chapter to minimize the period of time a building is boarded or otherwise vacant.

(2) The effect of the proposed plan on adjoining property.

(3) The general economic conditions of the community.

(4) The financial resources of the owner.

(5) The cost to implement the proposed plan.

(6) The length of time the building has been vacant.

(7) The presence of any public nuisances on the property.

(8) The relative hardship on or gain to the public as contrasted and compared to the hardship or gain of the owner resulting from approval or modification of the proposed plan.

(9) Condition of premises (Landscaping, hardscape, etc.).

**5-11-9 Change of Ownership.** The approved vacant building plan shall remain in effect notwithstanding a change in ownership and the selling owner is responsible for maintenance of the plan until a formal notice is given to the city of the change of ownership. The new owner is required to file a revised registration form with the Community Development Department for the applicable registration period, and supply the name and address and telephone number of the new owner(s), agent or local representative. The revised registration shall be in the same form as the original registration and shall remain in effect for the remainder of the registration period applicable to the original registration.

**5-11-10 Distribution of Vacant Building Registry.** The CD Director may provide a registry of vacant

buildings to the police department, the fire department, and to other officials in the city who may provide services to owners of vacant buildings.

**5-11-11 Maintenance Standards.** Any vacant building, whether or not subject to a vacant building plan, shall be maintained in accordance with all of the following maintenance standards:

(1) Boarding: If a building is boarded, the building shall be boarded in the following manner:

(a) Plywood Sheathing; Exterior Grade Chipboard: All openings in the structure on the first two (2) floors, other openings easily accessible from the ground, and openings with broken glass, shall be secured either by erecting a single one-half inch (1/2") thick layer of exterior grade plywood sheathing, or exterior grade chipboard or equivalent, covering over all exterior openings, overlapping the opening on every edge by three inches (3"), nailed by 8d type nails or screwed along the edges equally spaced every six inches (6");

(b) Wood Frame Construction: Alternately, the openings may be secured by conventional wood frame construction. The frames shall use wood studs of a size not less than two inches by four inches (2" x 4") (nominal dimension) placed not more than twenty four inches (24") apart on center. The frame stud shall have the four inch (4") sides or the wide dimension perpendicular to the face of the wall. Each side of the frame shall be covered with exterior grade plywood sheathing of at least one-half inch (1/2") thickness or equivalent lumber nailed by 8d type nails or screwed over the opening equally spaced every six inches (6") on the outside edges and every twelve inches (12") along intermediate stud supports;

(c) Painting: All coverings shall be painted with exterior grade paint and use the same color as the building or its trim and maintained in accordance with § (4) of this section.

(2) Exterior Doors; Secured: Exterior doors or windows of a vacant building shall be adequately locked to preclude entry of unauthorized persons, or shall be covered as an opening described in § (1)(a) above or § (1)(b) above of this section.

(3) Landscaping; Existing landscaping on the premises of a vacant building shall be maintained in the manner that will keep all vegetation healthy and trimmed per approved landscaping plan or as otherwise required by law.

(4) Exterior Walls; Surfaces: Exterior walls and surfaces of a vacant building must be properly maintained. Any exterior surface which has

previously been treated with a weather coating material such as paint or stain shall be maintained in good condition free from faded or peeling paint or other coating material. Severely weathered, peeling or unpainted wood or damaged siding or roofing must be replaced or repaired with similar materials and colors. Any and all graffiti that appears on any portion of the building must be removed in accordance with § 18-2-4.

(5) Snow Removal: Snow must be removed from public sidewalks surrounding the premises of a vacant building in the manner otherwise required by law.

(6) Utility Connections: Although service may be discontinued and meters locked off during vacancy, all preexisting meters and service lines for water, sewer, and gas shall be maintained on the premises of a vacant building, unless eliminated or replaced as part of the approved vacant building plan. Electrical power must be maintained to the property.

(7) Exterior lighting:

(a) Building Façade Surfaces – Shall have at least 50% of all lighting on each façade must continue to work, However at no point can there be less than one (1) light on any given façade surface.

(b) Parking lot – Shall have at least 50% of the parking lot light fixtures must continue to work.

(8) Interior Maintenance: The interior of a vacant building shall be kept free from any accumulation of rubbish or garbage, and shall be maintained in a clean and sanitary condition.

(9) Property Maintenance Violations: The exterior premises of a vacant building shall be maintained in accordance to any site plan approval and/or all ordinances of the city regarding the maintenance of property, including but not limited to, the requirements of Titles 18 and 28 of this code.

(10) Obscuring Of Windows: The windows and glass exterior doors of a vacant building shall not be painted or otherwise obscured in a manner which obstructs visibility into the interior of the building unless the CD Director, orders that windows or glass doors be obscured with a solid coat of paint as part of maintenance work to be performed under this ordinance.

(11) Storm Water Detention: All storm water infrastructures shall be maintained and remain functional. Storm water fees will still be collected by the city.

#### **5-11-12 Failure to Maintain.**

(1) Notice to maintain; Action By City: If the CD Director, determines that a vacant building is not being maintained in accordance with § 5-11-11 of this chapter, either in whole or in part, the CD Director, may send a notice to the owner or the owner's agent by first class mail, prepaid, requiring compliance with the building maintenance standards within ten (10) days. If the maintenance work is not performed within the required time or the owner has not contacted the CD Director to set a schedule, the CD Director, may cause the maintenance work to be done by city personnel or by a contractor hired by the city. The notice to maintain may occur whether or not the vacant building is subject to an approved vacant building plan, and may be sent in conjunction with a notice to register the building as a vacant building under § 5-11-4 of this chapter.

(2) Charges To Property Owner:

(a) If the CD Director causes maintenance work to be done pursuant to Title 18 of this code the city shall charge the property owner:

(i) An administrative fee which is set by resolution by the City Council Title published as the Consolidated Fee Schedule to recover the city's costs in administering or contracting for the maintenance of the building and/or premises; and,

(ii) The actual costs of maintaining the building and/or the premises.

(b) The costs shall be collected as provided under § 5-11-17 of this chapter.

#### **5-11-13 Existing Boarded Buildings.**

(1) Compliance Required: Owners of vacant buildings, prior to July 27, 2010, shall register the building and comply with the new requirements of this chapter; provided, that the owner of any vacant building shall still be subject to the maintenance standards imposed in § 5-11-11 of this chapter.

(2) Notification to Owners: The CD Director may take reasonable actions to notify the owners of buildings subject to a boarded building permit as of July 27, 2010, informing the owner of the enactment of this chapter, the revised maintenance standards, and the requirement to register as a vacant building upon expiration of the permit.

#### **5-11-14 Appeals and Appeals Procedure.**

(1) Any person aggrieved by a decision of the CD Director, regarding a vacant building plan may appeal the decision in accordance with the appeals procedures as outlined in § (2).

(2) Appeals procedures:

(a) If the owner or agent of the vacant building objects to the decision made by the CD Director, the owner shall have the right to appeal to the Planning Commission. The appeal shall be filed with the Community Development Department within ten (10) days of receipt of the CD Director's notice of decision, along with payment of appropriate fees.

(b) The Planning Commission, after considering the testimony of the CD Director, the building owner, and any other interested person, shall render its decision on the owner's appeal of the CD Director's decision to the proposed vacant building plan. The Planning Commission shall have the authority to fashion its own vacant building plan or approve the plan submitted by the owner or the decision by the CD Director.

(c) The decision of the Planning Commission shall be final and constitute the approved vacant building plan.

(d) If the owner or agent of the vacant building objects to the vacant building plan approved by the Planning Commission, the owner shall have the right to appeal to the 2<sup>nd</sup> District Court. The appeal shall be filed within thirty (30) days of receipt of the Planning Commission's notice of decision.

#### **5-11-15 Building Permits and Inspections**

**Required.** Whenever a property owner, agent of the owner, manager or tenant intends to conduct repairs, renovates, to re-open or to re-occupy a building that is registered as a vacant building, the building is to be inspected and reviewed to determine if a permit must be issued by the CD Director, prior to the building owner, agent, manager, or tenant initiating any of the above actions. Any person conducting any work on a building that is registered as a vacant building must have a copy of the permit, if issued, on the site at all times. Any person conducting work without an issued permit on the site will be considered in violation of Building Code. A stop work order will be issued and will be evicted from the premises. This is not intended to restrict activities as outlined in § 5-11-11.

#### **5-11-16 Enforcement of Other Laws or Notice and Orders.**

(1) This chapter shall not be construed to prevent the enforcement of other laws, codes, ordinances, and regulations which prescribe standards other than those provided in this Title, and in the event of conflict, the most restrictive provision shall apply.

(2) Registration of a vacant building shall not stay enforcement of any existing notice and order requiring repair or demolition of the building; or prevent issuance of subsequent or supplemental

notice and orders, requiring the securing, repair or demolition of the building in accordance with the provisions and standards of this chapter.

#### **5-11-17 Recovery of Cost of Boarding, Repair or Demolition.**

(1) Itemized Statement; Preparation And Delivery: The CD Director, and the other officers and employees of the city responsible for performing or contracting for the performance of abatement work, shall prepare an itemized statement of all expenses incurred by the city in the performance of abatement work authorized under the provisions of this chapter, together with all administrative costs incurred by the city, and shall mail a copy to the property owner demanding payment within thirty (30) days of the date of mailing. The notice shall be considered delivered when mailed by certified mail addressed to the property owner's last known address.

(2) Failure To Make Payment: In the event the property owner fails to make payment to the CD Director of the amount set forth in the statement described in § (1), within thirty (30) days of the date of mailing, the CD Director may cause a tax lien to be placed on the property as set forth in Utah Code 10-11 for abatement of nuisance.

#### **5-11-18 Enforcement, Prohibited Activities.**

(1) Nuisances: It shall be unlawful for any owner or occupant of any lot, tract or parcel of land to cause or permit any nuisance as defined in Title 18-1-8, to be created or remain, upon the premises; and it shall be the duty of the owner or occupant to abate and remove any nuisance from the premises.

(2) Buildings In Violation: It shall be unlawful for any person to erect, construct, enlarge, alter, repair, move, improve, remove, convert or demolish, equip, use, occupy or maintain any building or structure or cause or permit the same to be done in violation of this chapter.

(3) Unlawful Entry: No person shall remain in or enter any building which has had a notice posted in accordance to § 5-3-2(2) of this chapter, except that entry may be made to repair, demolish or remove the building under permit. No person shall remove or deface any notice after it is posted until the required repairs, demolition or removal have been completed and a certificate of occupancy issued in accordance to the provisions of the Building Code.

(4) Refusal To Comply: It shall be unlawful for any person to fail, neglect or refuse to obey any order made in accordance to this chapter.

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**(5) Noncompliance With Vacant Building**

Requirements: It shall be unlawful for an owner of a vacant building to fail to:

- (a) Register or reregister any vacant building in accordance with the provisions of this chapter;
- (b) Comply with the approved vacant building plan for any building, in accordance with the requirements of this chapter;
- (c) Maintain the building in accordance with the standards imposed under § 5-11-11 of this chapter; or,
- (d) Maintain a “Knox Box” as required by the Fire Marshall.

**5-11-19 Emergencies.** Whenever a nuisance as enumerated in Title 18 or as defined in this Title creates an emergency requiring immediate action to protect the public health, safety or welfare, the CD Director may issue an immediate order directing the owner, occupant or other person in charge of the

premises to take any and all action necessary to correct or abate the immediate emergency.

(1) Notice: The CD Director shall attempt to make contact through a personal interview or by telephone with the owner or the person, if any, occupying or otherwise in real or apparent charge and control of the property. In the event contact is made, the CD Director shall notify the person of the danger involved and require that any and all conditions be immediately removed, repaired or isolated so as to preclude harm to any person or property.

(2) Abatement: In the event the CD Director is unable to make contact as noted above, or if the appropriate persons after notification by the CD Director, do not take action as specified by the official within seventy two (72) hours, the CD Director may take all steps deemed necessary to remove or isolate any and all conditions as outlined in § 18-1-8(4).

*History 08/10*

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**Chapter 12. Off-site Improvement  
Agreements and Repayment for City  
Installed Improvements**

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5-12-20	Recording of an Off-site Improvement Agreement or Declaration of Needed Improvements
5-12-21	Failure to Acquire a Permit
5-12-22	Fees

**5-12-1 Applicability.** This ordinance shall apply to:

- (1) All vacant lands within the city now existing or hereafter becoming vacant;
- (2) All buildings and structures within the city; and,
- (3) All lands that may be annexed into the city at a future date.

**5-12-2 Purpose and Intent.** It is the purpose and intent of this chapter is to protect the public health, safety, welfare, and insure that needed public improvements are installed within the public right-of-way. To this end the City Council has determined

that every property, home, and business owner is responsible for the installation of improvements fronting their property.

**5-12-3 Definitions.** For the purpose of this chapter, certain terms, phrases, words and their derivatives shall be construed as specified in this chapter, or where terms are not defined within this chapter or in the applicable code, they shall have their ordinary accepted meanings within the context they are used. As used in this chapter the following words and phrases shall have the meanings given them:

**“Community Development Director” or “Director”** means the Community Development Director or authorized representative unless specifically stated.

**“Declaration of Needed Improvements” or “Declaration”** means a Resolution passed by the majority of the City Council indicating that public improvements are required in the public right-of-way, outlining the needs associated with the improvements, the cost of the improvements, and the obligation of the property owner to repay the City for the improvements based upon a schedule outlined in the Resolution. The Resolution is to be recorded at the Davis County Recorder’s Office against the property where the improvements are accomplished.

**“Improvements upon Property”** means any modifications made to the land or structures upon the land that adds real or intrinsic value to the property.

**“Off-site Improvement(s)”** means any improvement which traditionally increases the value of a lot, tract, or parcel of land or benefits it and is usually not located directly on the property and includes such items as:

- (1) Right-of-way;
- (2) Street grading and surfacing;
- (3) Sidewalks and, where required, walkways;
- (4) Curbs and gutters;
- (5) Sanitary sewers, including laterals to each lot line;
- (6) Street drainage structures;
- (7) Foundation drainage system, where required;
- (8) Water lines, including laterals and meters to each lot line;
- (9) Fire hydrants;
- (10) Streetlights;
- (11) Storm sewers;

(12) Secondary water lines, including laterals to each lot line;

(13) Underground utilities; and

(14) All other improvements deemed necessary by the City.

**“Off-site Improvement Agreement” or**

**“Agreement”** means a legally binding document created between the City and a property owner obligating and binding the property owner, their successors or assigns.

**“Value of Improvements”** means the value of improvements as determined by the City based upon the calculated valuation of a building permit, engineer’s estimates, contractor’s estimates or actual costs.

**5-12-4 Recoupment of Costs by the City for Improvements.** The City shall be entitled to collect from new development, prior to the issuance of any permit or approval, the costs of any improvements or portion of improvements that the City has paid for and constructed or caused to be constructed, that would constitute a project improvement to the development activity proposed in a permit. The project improvements shall include any improvement that specifically benefits the development activity by providing improvements that have to be installed by the developer or property owner prior to development. The costs shall be calculated by the City Engineer, based on the City’s cost of design and construction. The City may then, by resolution of the City Council, require that those costs be paid by the development activity proposed in a permit. The City may withhold the issuance of a permit, final approval, final acceptance or certificate of occupancy until such time as the costs are paid.

**5-12-5 Off-site Improvement Required.**

(1) Where Off-site improvements are not installed within the public right-of-way the property owner is responsible for installing all or part of the improvements as established in Titles 9, Engineering Standards, and 26, Subdivisions, of the Clinton City Code of Revised Ordinances.

(2) Property owners making improvements upon their property equaling or exceeding three thousand dollars (\$3,000.00) in value shall install Off-site improvements including, but not limited to those defined in this chapter, to meet the city standards, on streets adjacent to the property. Any requests for a building permit, road cut permit, compliance permit, or other permit is sufficient to require the applicant to fulfill these requirements.

(3) The City Council, by resolution and upon fulfilling the requirements outlined in § 5-12-14, may direct the installation of Off-site improvements, as defined in this chapter, within a dedicated right-of-way by means of a Declaration.

**5-12-6 Dedication of Right-of-Way and Easements Required.** Whenever Off-site improvements are required, as established in § 5-12-5, to be installed, or in the event that an Agreement is to be established, the property owner is required to deed the necessary public right-of-way for street, curb, gutter, sidewalk and public utility and drainage easements, as required by Titles 9, Engineering Standards, and 26, Subdivisions, of the Clinton City Code of Revised Ordinances.

**5-12-7 Off-site Improvement Agreement.** The Director is authorized to enter into an Agreement for postponement of the requirements of § 5-12-5(2) as to the installation of Off-site improvements. Agreements shall be attested to by the City Recorder prior to recording.

**5-12-8 Conditions for an Off-site Improvement Agreement.** The Director may issue an Agreement after receiving a recommendation from the City Engineer and Public Works Director. The City may enter into an Agreements as follows:

(1) Where it is determined that the placement of any isolated sidewalk would constitute a threat to public safety, such as the proximity to open ditches, canals, or similar hazards.

(2) Agreements for curb, gutter, and/or sidewalk may be granted where the improvements from a utility company, irrigation company, or similar service provider prohibit the installation of the curb, gutter, or sidewalk.

(3) Agreements may be granted to any parcel that is traversed by a street that has not been constructed but is shown on the Clinton City Transportation master Plan and/or is included in the Capital Improvements Plan.

(4) Agreements may be granted where it is determined that, by delaying placement of Off-site improvements, it serves the needs of the city when evaluating the need for the improvements in a small area of the city within a larger area that requires similar improvements.

(5) The construction of all required improvements shall be guaranteed by placing cash in the Clinton City Surety Account or in escrow with an approved institution, as outlined in Title 9, in an amount equal to the cost of the improvements.

**5-12-9 Off-site Improvement Agreements - Denial.** Agreements shall not be issued under the following circumstances:

(1) For any required service lateral to a subdivided parcel or property to be otherwise developed. Service laterals include, but are not limited to sewer, water, drainage, secondary water, etc.

(2) For any commercial or industrial developments.

**5-12-10 Contents of an Off-site Improvement Agreement.** Contained within an Agreement an applicant property owner shall agree to, as a minimum, the following items:

(1) The name and address of the current property owner.

(2) That it is the purpose of the agreement to permit the applicant to delay installing Off-site improvements subject to the statements within the Agreement.

(3) That the timing of the installing of the improvements is solely up to the Council.

(4) A legal description of the property for which the Agreement is being created.

(5) A requirement that the City notify the current property owner of a parcel stating that the Council has made the determination improvements are to be installed on the streets adjacent to a parcel with a recorded Agreement.

(6) Notice to the property owner of options on how they are to accomplish the improvements which may include but not be limited to:

(a) Special improvement district;

(b) Join a city project in the area; or,

(c) Independent contractor engaged by the property owner.

(7) The timeline expected.

(8) A statement that the property owner will refrain from objecting either formally or otherwise to the creation of an improvement district or to the making or installing of the Off-site improvements.

(9) That the Agreement is to be recorded against the parcel of property described in the Agreement.

(10) That the Agreement will be binding upon the current owner, their successors or assigns.

(11) That if any person fails to comply with the notice from the City to install Off-site improvements within the timeline specified the, the City Manager may instruct the Director declare the lack of Off-site

improvements a nuisance, hazardous or inconvenient condition in the manner provided by law.

(12) That, should the services of an attorney be required to enforce this agreement, the defaulting party agrees to pay a reasonable attorney's fee.

**5-12-11 Activation of an Off-site Improvement Agreement.**

(1) Upon receipt of notice that the City Council has made the determination improvements are to be installed on the streets adjacent to a parcel with a recorded Agreement the Director shall notify the current owner of the property and provide information outlined in the agreement.

(2) The City Council is to give as much notice to a property owner, of a pending project, as possible.

(3) The City Council may offer to a property owner the opportunity to participate in an area wide project, payment schedules for reimbursement of up front costs, or other assistance intended to assist the property owner in affording the improvements.

**5-12-12 Corner Lot Exemptions.** If a special improvement district is created to activate an agreement or group of agreements or if the property owner is paying back the City for participation in a City project the linear measurements may be reduced by the following exemptions for corner lots:

(1) For curb, gutter, and sidewalk, forty feet (40') linear feet;

(2) For street paving, sixty feet (60') linear; and

(3) For sanitary sewers, eighty feet (80') linear feet.

**5-12-13 Appeal to the Decision of the Community Development Director.** In the event that an applicant does not agree with the determination of the Director to allow or deny of a request for an Agreement the applicant may appeal the decision to the City Council. The decision of the City Council is final.

**5-12-14 Declaration of Needed Improvements.** In order to insure that improvements are installed as part of new development the Council is hereby authorized to establish a Declaration, by Resolution, on any property fronting an established right-of-way where the Council finds that Off-site improvements are required to protect the health, welfare, and safety of the citizenry.

**5-12-15 Timing of a Declaration of Needed Improvements.** It is not necessary for the Council to establish a Declaration prior to improvements being installed within an existing right-of-way. In the

interest of notice the Council is to provide the current owner written notice of the meeting where a Declaration is to be discussed and that the owner will be afforded the opportunity to address the Council prior to a Declaration being recorded against a property.

**5-12-16 Procedures for Establishing a Declaration of Needed Improvements.** Prior to the City Council establishing a Declaration the Community Development Director shall prepare a staff report for the Council containing the following.

- (1) A description of the proposed project(s), and the impacts of such project(s).
- (2) Ascertain, by public record, the owner of the property being considered.
- (3) Evidence that the property owner has been notified, in writing by certified mail of:
  - (a) The address or approximate address and tax ID number of the property;
  - (b) Notice that Off-site improvements are required and what those improvements are;
  - (c) The date of the meeting of the City Council when the item will be discussed;
  - (d) The anticipated timeline for completion of the needed improvements; and,
  - (e) A cost estimate for the improvements, if available.
- (4) A Resolution establishing a Declaration.

**5-12-17 Conduct of the Council Meeting in Determining a Declaration of Needed Improvements.** During the Council Meeting the property owner will be given the opportunity to:

- (1) Address the Council regarding any concerns related to the proposed action;
- (2) Stay the Declaration by committing to the Council that the required improvements will be installed, by the property owner, within the timeline required by the Council;
- (3) The decision of the Council is final.

**5-12-18 Contents of a Declaration of Needed Improvements.** Format of a Resolution shall be as established by State Law and Clinton City Code. In addition a Declaration shall contain:

- (1) The name and address of the current property owner.
- (2) The date, findings, and the decision made at the Council Meeting where the owner was afforded the

opportunity to appear and the Declaration was voted upon, along with any delayed actions or meetings.

- (3) The improvements that will be made to the property.
- (4) That the City shall be entitled to collect from any new development prior to the issuance of any permit or approval, the costs of improvements installed by the City and outlined in the Declaration.
- (5) A legal description of the property for which the Agreement is being created.
- (6) A statement outlining that the property may not be subdivided or developed in any way without the prior notice and payment to the City.
- (7) Any timeline established related to the expected payback or expiration of the Declaration.
- (8) Signatures of the Mayor and City Recorder.
- (9) That the Declaration will be binding upon the current owner, their successors or assigns.
- (10) That the Declaration is to be recorded against the parcel of property described in the Declaration.
- (11) That, should the services of an attorney be required to enforce this agreement, the defaulting party agrees to pay a reasonable attorney's fee.

**5-12-19 Longevity of a Declaration of Needed Improvement.** The value of improvements installed adjacent to a parcel may vary greatly depending upon the type of improvement, material of which it is constructed, and age of the improvements. Upon activation of a Declaration by application for a permit the Director may review all recorded Declarations on a parcel proposed for development to evaluate the value of a Declaration prior collection of funds or issuance of a permit. Prior to requiring payment the following may be considered in evaluating the value of an improvement to a developer.

- (1) Generally the full value of an improvement will be considered to be 10 years with a depreciated value for an additional 5 years.
- (2) If a developer is required to replace, upsize or otherwise make significant improvements to an improvement installed previously by the city the developer shall not be expected to reimburse the city for those improvements.
- (3) Consideration for collection of impact fees must be given when calculating charges.
- (4) The decision of the Director may be appealed to the Council prior to the issue of a permit. After a permit is

issued the decision of the Director is final, the decision of the Council is final if a decision is appealed.

**5-12-20 Recording of an Off-site Improvement Agreement or Declaration of Needed Improvements.**

(1) Recording at the Davis County Recorder's Office:

(a) Upon creation of an Agreement the Director shall cause the document to be recorded;

(b) Upon direction of the Council the Director shall cause the Declaration to be recorded.

(2) A copy of the recorded document shall be mailed to the property owner of record at the address on file with the County Recorder's Office.

(3) The City Recorder shall retain the original document and the Director shall keep a copy of the recorded document in an address file for the parcel.

(4) Upon completion of the obligation created by an Agreement or Declaration the Director may record a document stating that the obligations are fulfilled.

**5-12-21 Failure to Acquire a Permit.** Failure to obtain a required permit, from the City, necessary for any improvements made to an owner's property does not relieve an individual of the obligations outlined in this chapter.

**5-12-22 Fees.** The Clinton City Council may set the amount of fees required to facilitate the actions outlined in this Chapter, from time to time, by resolution and published in the Clinton City Consolidated Fee Schedule. Consideration of fees may include but not be limited to those needed to cover the cost of administration, inspections, reviews, publications, and related issues.

*History: 8/10*

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