



Sandy City, Utah

10000 Centennial Parkway
Sandy, UT 84070
Phone: 801-568-7141

Meeting Agenda

City Council

Brooke Christensen, District 1
Maren Barker, District 2
Kristin Coleman-Nicholl, District 3
Chris McCandless, District 4
Steve Fairbanks, At-large
Linda Martinez Saville, At-large
Zach Robinson, At-large

Tuesday, March 6, 2018

5:15 PM

Council Chambers

Web address to view complete packet: <http://sandyutah.legistar.com>

The Sandy City Council has adopted Rules of Procedure which are available at the rear of the Council Chambers and online at: <http://sandy.utah.gov/government/city-council/procedure-guidelines.html>. Public comments during the Citizen Comment portion of the City Council meeting, or those offered during a Public Hearing may not exceed 3 minutes. If you wish to comment on a public hearing item(s), please hold your comments until that item is being discussed. Work Session items may or may not occur prior to 7:00 PM. Items not concluded during the Work Session will occur in the regular Council Meeting at the conclusion of other official business. Consent Calendar items have been previously considered or are otherwise routine in nature and will be considered in a single motion unless a Council Member wishes to discuss an item separately. In compliance with the Americans with Disabilities Act, reasonable accommodations for individuals with disabilities will be provided upon request. For assistance, please call (801) 568-7141.

4:30 Dinner

5:15 Work Session

Agenda Planning Calendar Review

Council Member Business

Council Office Director's Report

Mayor's Report

CAO Report

Legislative Report

Information Items

1. [18-050](#) Sandy Pride Committee Chair updating City Council

2. [18-069](#) Special Recognition for Officer Shay Ballard
3. [18-067](#) City Council interview of vendors offering legal services for the City Council.
Attachments: [CouncilAttorneyRFP_Executed](#)
4. [17-100](#) City Council Office recommending that the Council discuss short term rentals.
Attachments: [March 6, 2018 Important parts of an STR ordinance](#)
[March 6, 2018 Process and Calendar](#)
[March 6, 2018 Fire Department Memo](#)
[March 6, 2018 City Attorney Memo](#)
[March 6, 2018 Community Development Memo](#)
[March 6, 2018 Presentation](#)
[March 6, 2018 Land Development Code Draft STR Language](#)
[March 6, 2018 Business License Draft STR Language](#)
5. [GPA-Stadium Village](#) Stadium Village Master Plan - update and discussion
Attachments: [Critical Path_Sandy Stadium Village_02 06 18_1](#)

7:00 Council Meeting

Roll Call

Opening Remarks / Prayer / Pledge of Allegiance

Citizen Comments

Consent Calendar

6. [18-071](#) City Council Office recommending to adopt Resolution 18-09c canceling the March 20, 2018 City Council Meeting for Caucus Night.
Attachments: [18-09c canceling March 20, 2018.pdf](#)

Council Items

7. [17-310](#) Administration updating the Council on the recodification of City Code
Attachments: [Legal Review City Responses](#)
[Memo on Project](#)
[New Table of Content](#)

8. [18-057](#) Council Member McCandless proposing the development and adoption of a land use restriction for the "Ricahrdson Property."
- Attachments: [Bells Canyon Restrictions Resolution and Quite Claim Deed](#)
9. [18-058](#) Public Works Department recommends the City Council adopt Resolution # 18-07C, An Interlocal Cooperative Agreement with the Utah Transit Authority, regarding Dry Creek Trail tunnel Connection.
- Attachments: [Interlocal Cooperation Agreement for TIGER Grant.docx](#)
[FLCDSHMX-6070N@rideuta.com_20180213_111848.pdf](#)
10. [18-067](#) City Council interview of vendors offering legal services for the City Council.
- Attachments: [CouncilAttorneyRFP_Executed](#)

Completion of reports and other items not held in the Work Session.

Adjournment



Staff Report

File #: 18-050, **Version:** 1

Date: 3/6/2018

Agenda Item Title:

Sandy Pride Committee Chair updating City Council

Presenter:

Justin Chapman

Description/Background:

Each year the City Council provides funding for Sandy Pride. Sandy Pride will be on Saturday, May 19, 2018.

Fiscal Impact:

\$

Recommended Action and/or Suggested Motion:

Information only on upcoming Sandy Pride 2018.



Sandy City, Utah

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Staff Report

File #: 18-069, **Version:** 1

Date: 3/6/2018

Agenda Item Title:

Special Recognition for Officer Shay Ballard

Presenter:

Council Member Zach Robinson



Staff Report

File #: 18-067, **Version:** 2

Date: 3/6/2018

Agenda Item Title:

City Council interview of vendors offering legal services for the City Council.

Presenter:

Dustin Fratto

Description/Background:

On December 12, 2017 The Council directed Council office staff to assemble a RFP seeking contract legal services for the Council. The City Council appropriated \$50,000 in the Council Office FY 2017-18 budget for professional services. During the budget review process, the Council had some discussion about using the funds for contract legal services in the event that the City Attorney was conflicted between positions of the Council and Mayor. It is not likely that the Council would have need of a full-time attorney. However, having an attorney available in the event that the City Attorney is unable to provide advice to both the Council and Mayor, and/or having an attorney present and able to respond to the unique questions that arise from time to time during Council meetings may be advantageous. The RFP for Council legal services was executed near the beginning of January and advertised through normal City Channels by the City Purchasing Agent. In response to the RFP the Council received two proposals. Representatives from both vendors are available this evening to be interviewed by the Council. The vendors will be interviewed in the following alphabetical order:

1. Cowdell Wooley
2. I. Robert Wall, PLLC

Further action to be taken:

Select a vendor to provide legal services for the City Council.

**SANDY CITY
10000 CENTENNIAL PARKWAY
SANDY, UTAH 84070
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PURCHASING
JANUARY 2018**

REQUEST FOR PROPOSAL:

All sealed proposals will be opened privately by the City Purchasing Agent and the City Council Executive Director. Proposals will be evaluated to determine that the functional requirements of the City are met. An award will be made after the appropriate approvals have been received.

THIS IS NOT AN ORDER

PROJECT: "LEGAL SERVICES FOR THE SANDY CITY COUNCIL"

REQUIREMENTS:

Proposals must be returned no later than **10:30 a.m. Friday, January 26, 2018** to the Purchasing Department at the City Hall, 10000 Centennial Parkway, Room 330, Sandy Utah. Proposals should reflect the best and most competitive offers. However, Sandy City reserves the right to negotiate best offers prior to final award.

Proposals received after the deadline shall not be considered and will be returned unopened, to the offerer.

Proposals should be submitted in a sealed envelope which is clearly marked "LEGAL SERVICES FOR THE SANDY CITY COUNCIL", along with the name and address of the submitter.

Insurance will be required in accordance with "Exhibit A" attached.

See attached specifications.

Submit **TWO (2)** copies of your proposal and any other related material.

For further bid information contact Erica Langenfass, Purchasing Department (801) 352-4477. Any questions in regards to the services requested contact, Mike Applegarth, City Council Executive Director, (801) 568-7107.

The right is reserved to reject all proposals, to waive any informality or technicality or to accept proposals deemed in the best interest of Sandy City Corporation. **ALL PROPOSALS THAT MEET, EXCEED OR ARE COMPARABLE TO MINIMUM SPECIFICATIONS WILL BE ACCEPTED.**

**SANDY CITY CORPORATION
ERICA LANGENFASS
PURCHASING AGENT**

SANDY CITY
CITY COUNCIL LEGAL SERVICES

I. INTENT OF SPECIFICATIONS

It is the intent of these specifications to be descriptive and non-restrictive. These specifications set forth the minimum acceptable requirements for legal services for the Sandy City Council.

II. SUBMISSION OF PROPOSALS

Proposals shall be submitted in sealed envelopes with the project title, and vendors name and address marked clearly on the face of the envelope. In order to be considered for award, the respondent must complete all questions and submit their response, signed by an officer of the company, on or before the specified date and time for the proposal submittal.

III. PROPOSAL SHEET

All prices and notations shall be typewritten. No erasures will be permitted.

IV. SIGNATURE ON PROPOSAL SHEET

Your proposal must be signed by an authorized representative of the company named thereon. The signature on this proposal shall be interpreted to signify the vendor's intent to comply with all the terms, conditions and specifications set forth in this solicitation, unless specific exceptions are noted on the face of the proposal.

V. PROPOSAL EVALUATION CRITERIA

The City shall be the sole judge as to which proposal constitutes the "lowest and/or most responsible offer". Price is only one consideration. Qualifications, experience, and references will be considered in the awarding of the contract.

VI. INSURANCE REQUIREMENTS

Insurance will be required in accordance with Exhibit "A" attached to this request for proposal. Bidders should examine these insurance requirements and be prepared to present proof of insurance certificates upon acceptance of proposals. Failure to meet the insurance requirements may result in cancellation of the proposal acceptance.

**SANDY CITY
SPECIFICATIONS FOR COUNCIL LEGAL SERVICES**

Sandy City is soliciting competitive sealed proposals from qualified and licensed attorney's for legal services to be performed for the Sandy City Council for the twelve (12) month period commencing upon the date of execution of the council legal services agreement. Contingent upon funding and attorney performance, this service could be renewed for an additional 12 month term. Responses must contain, in writing, all the terms and conditions of the proposal being made. Respondent agrees to provide all necessary manpower, equipment, materials, and documentation to perform the required services specified in this request:

- A) Provide an estimated 12-20 hours/month providing council legal services.
- B) Attend City Council meetings and other meetings as requested by the City Council Executive Director (ED). Be prepared to advise the Council on matters on the meeting agenda as well as procedural or substantive issues that arise during the meeting.
- C) Provide legal advice, consultation, and legal research to the City Council and council executive staff on municipal matters as requested by the ED. Same-day response is typically expected.
- D) Represent the City Council in legal matters where it is determined that the City Attorney has a conflict of interest.
- E) Research and interpret laws, court decisions, and other legal authorities in order to prepare legal opinions and to advise the City Council on legal matters pertaining to City operations.
- F) Research and submit legal opinions on municipal or other legal matters as requested by the ED.
- G) Provide legal briefings as requested by the ED to City Council and Executive Staff regarding new or proposed legislation affecting municipal operations and activities.
- H) Interpret and advise the City Council regarding State land use statutes and City Code.
- I) Prepare, review, and revise staff documents, including but not limited to, initiation of memorandums concerning legal issues, contracts, agreements, ordinances, resolutions, land use decisions on appeal, correspondence, and staff reports.
- J) Coordinate with the Sandy City Attorney on legal matters as necessary.
- K) Perform other legal duties as may be required by the ED as may be necessary to complete the performance and functions outlined above.

BASIC QUALIFICATIONS OF ATTORNEYS

In order to be considered for award, the respondent must possess a Juris Doctorate Degree, membership in the Utah State Bar, and admission to practice before all state courts and U.S. District Court.

ADDITIONAL INFORMATION, REQUIREMENTS, AND QUALIFICATIONS

- A) Your proposal must include a description of qualifications and background for you and for all employees that will work for you providing services to Sandy City. (This information will be kept confidential.) This description must include:
 - 1. Name, address, phone number and date of birth of all employee(s) who will work under the contract.
 - 2. Identification of the attorney who will serve as the lead attorney.
 - 3. Previous background and experience of each employee as a practicing attorney including prior municipal experience including experience advising the City Council in the Council-Mayor form of government.
 - 4. Description of previous experience in offering the required services specified in this request.
 - 5. List of all local governments currently served by the firm.
 - 6. Contact information of three client references.
 - 7. Verifiable evidence of membership in the Utah State Bar for each employee that will provide services to Sandy City.
- B) Areas of Performance and Effectiveness: The Sandy City Council recognizes that a successful provider of legal services will demonstrate these qualities:

1. Competent representation – doing things right (legal knowledge, research and analytical capabilities).
 2. Ethical leadership – doing the right things (principle-centered).
 3. Adhering to legal policies and procedures (promoting the public interest).
 4. Professional conduct (emotional and mental fortitude).
 5. Collaborative mindset (non-adversarial).
- C) Proposal must include the physical address of current office location(s), and other pertinent contact information.
- D) Description of the firm's view of their responsibilities to the City Council in the provision of legal services
- E) Copy of malpractice/liability insurance certificate as described in the attached "Exhibit A".
- F) Conflict of Interest: Indicate whether the designated lead attorney or the firm currently represent, or have represented in the past ten years:
1. Any client whose representation may conflict with the ability of the firm to to provide legal services the City Council.
 2. Any real estate developers, including the names of said companies.
 3. Any other government agencies that have jurisdiction within or contiguous to Sandy City.
 4. Any person(s) currently employed with and/or serving as an elected official of Sandy City.
 5. Identification of the procedures used by your firm to identify and resolve conflicts of interest.
- G) Fees:
1. Firms desiring to be considered for City Council legal services shall indicate the hourly rate for the lead attorney and any other attorneys and support staff that may be working on council business.
 2. Firms shall indicate all other costs and reimbursables including meeting attendance, travel (per mile), telephone, printing costs, etc.
 3. Firms shall indicate the minimum increment of time billed for each service including phone calls, correspondence, and in person conferences.
- H) The selected firm will execute an agreement (which will drafted by the City) for council legal services and said agreement can be terminated upon thirty (30) days written notice by either party.
- I) Provide organizational information as detailed below:
1. Identify the attorney(s) with whom the city is contracting if an award is made.
 2. Provide a copy of the most current business entity information identifying the names, business addresses and contact information regarding officers and directors of your business entity. If some of the information differs from that which is on file with the Utah Department of Commerce, please explain the differences.
 3. Please provide an organizational chart which identifies the lines of responsibility between the contracting attorney and all employees and any other personnel that would be assigned to provide services to the Sandy City Council under a council legal services agreement.

“EXHIBIT A”

**INSURANCE AND INDEMNIFICATION REQUIREMENTS FOR
PARTIES CONTRACTING WITH SANDY CITY FOR:
CITY COUNCIL LEGAL SERVICES (2018)**

Contracting party shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the contracting party, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contracting party's proposal.

A. MINIMUM LIMITS OF INSURANCE

Contracting party shall maintain limits no less than:

1. **PROFESSIONAL LIABILITY AND ERRORS AND OMISSIONS COVERAGE:** \$2,000,000 per occurrence for premises/operations, products, public display, bodily injury, personal injury and property damages. Limits apply to this service product individually.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retention, exceeding 5% limit of policy, must be declared to and approved by Sandy City. At the option of Sandy City, either; the insurer may be required to reduce or eliminate such deductibles or self-insured retention as respects Sandy City, its officers, officials and employees; or the contracting party may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses.

C. NOTICE OF INCIDENT OR ACCIDENT

Contracting party shall agree to disclose to Sandy City, all incidents or occurrences of accident, injury, and/or property damage covered by the insurance policy or policies.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

A. Sandy City, its officers, officials, employees and volunteers are to be covered as an additional insured as respects: liability arising out of activities performed by or on behalf of the contracting party; products and completed operations of the contracting party; premises owned, leased, hired or borrowed by the contracting party. The coverage shall contain no special limitations on the scope of protection afforded to Sandy City, its officers, officials, employees or volunteers.

B. The contracting party's insurance coverage shall be a primary insurance as respects to Sandy City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Sandy City, its officers, officials, employees or volunteers shall be in excess of the contracting party's insurance and shall not contribute with it.

C Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Sandy City, its officers, officials, employees or volunteers.

D The contracting party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

I. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against Sandy City, its officers, officials, employees and volunteers for losses arising from work performed by the contracting party for Sandy City.

III. All Coverage

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice has been given to Sandy City, except for nonpayment of premium, in which case the insurer will provide 10 days notice.

E. ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with a Bests' rating of no less than A-, IX, and in the limits as listed in this document, unless approved by the Director of Risk Management .

F. VERIFICATION OF COVERAGE

Contracting party shall furnish Sandy City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be furnished to and accepted by Sandy City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

G. SUBCONTRACTORS

Contracting party shall include all subcontractors as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. INDEMNIFICATION / LIABILITY

Contracting party shall indemnify and hold harmless the Customer, its officers, agents, employees and volunteers from all damages, costs or expenses in law or equity, including attorneys fee, that may at any time arise or be set up because of damages to property, bodily injury or personal injury received by reason of or in the course of providing services to the City but only to the extent caused by any willful, negligent or wrongful act or omission of the contracting party, any of their employees or any subcontractors.



Staff Report

File #: 17-100, **Version:** 7

Date: 3/6/2018

Agenda Item Title:

City Council Office recommending that the Council discuss short term rentals.

Presenter:

Dustin Fratto

Description/Background:

This is a continuation of the Council short term rentals discussion from January 23, 2018.

Using the short-term rental (STR) matrix presented to the council on April 25th, the STR critical policies outline presented to the Council on May 9th, the comments from the STR policy survey sent to the Council on May 10th, and the comments from the Council on the initial STR Draft presented to the Council on May 23rd Council staff has produced proposed language and updates to the Sandy Land Development Code and the Revised ordinances of Sandy City in relation to STR's.

On the 12th of December the Council received the most current draft language for STR legislation. Staff requested that the Council individually review the proposed language prior to the January 23rd work session. Since December 12th staff has met with each Council Person individually to identify which sections of the proposed language the Council would like to discuss on the 23rd. These sections are highlighted in the attached presentation and will be reviewed during the STR work session. The following steps are recommended:

1. During the City Council Work Sessions on January 23 and March 6, 2018 the Council will convene as a body and discuss the proposed STR language section by section. Individual members will present their concerns and/or recommendations to the Council. As a body, the Council will dictate any changes deemed necessary. Individual Council Members have met with staff prior to the January 23rd work session, and have identified the following key discussion items:

- a. ~~Better alignment of the purpose of the ordinance with language found elsewhere in City Code.~~
Discussed on January 23rd.
- b. ~~Should zoning districts outside of residential zoning districts be allowed to host STR's?~~
Discussed on January 23rd.
- c. ~~Should the City place any requirements on STR's related to fire safety?~~ Discussed on January 23rd.
- d. ~~Should the number of allowed annual inspections be capped?~~ Discussed on January 23rd

- e. ~~Should random inspections be included?~~ Discussed on January 23rd.
- f. ~~Owner occupancy requirement.~~ Discussed on January 23rd.
- g. ~~Are multiple types of STR's necessary?~~ Discussed on January 23rd.
- h. ~~When a STR special use approval is granted, should a process exist for surrounding residents to appeal the approval?~~ Discussed on January 23rd.
- i. How should the maximum allowed occupancy of the STR be calculated?
- j. Parking.
- k. Is notice to deny, suspend, or revoke an STR business license necessary?
- l. Once an STR business license is revoked, how long should a person be suspended from applying for a new license?

2. Staff will update the draft STR language with the recommendations provided by the council and bring back the updated draft as soon as possible to a regular City Council meeting.
3. Once an updated draft is received the Council will direct staff to begin the process of adoption including review by the Planning Commission, the City Attorney, the Community Development Department, and any other department deemed necessary.

The Key Components of effective STR Regulation

1. Is it enforceable?

Is the regulation you're considering enforceable? If it isn't then it shouldn't be included in the STR Ordinance.

2. Special Use NOT Conditional Use

Requiring a special approval for those planning to operate an STR will provide the City with a level of general oversight with latitude that may not exist when relying on a conditional use permit (CUP). With a CUP, when a list of very specific conditions are met a permit MUST be issued by the City. A special use provides more leeway. With a CUP review by the planning commission is required, quite possibly inundating them with applications. A special use instead requires only staff level review..

3. Hard Cap

Certain destination cities across the country have faced the problem of too many STR's. They've reached the point where there are more STR's in a neighborhood than permanent residents. Should a sudden influx of STR's occur in the future, having a hard cap will prevent disaster. The cap should be high enough to allow all those STR's currently operating to continue to do so, but it's there to prevent a catastrophe down the road.

4. Owner Occupancy

Owner occupancy is the single most important and easily enforceable STR policy that the City can adopt. Owner occupancy does not mean that the owner is present while the rental is taking place. It simply means that the home being rented is the primary residence of the landlord. Requiring owner occupancy solves many of the problems posed by absentee owners (inability to contact and cite, property maintenance, unavailable to respond to complaints, etc.). It also helps to maintain the "feel" of Sandy neighborhoods.

5. Administrative Enforcement

Operating an STR can be very lucrative for the owner. An average rental here in Sandy can bring in \$100-500/night. Owners operating at these rates may not respond to the current code enforcement process that may or may not result in a small fine after an extended period of time. A \$25 fine issued by a judge 3 months after a citation is issued will probably not deter someone who is regularly receiving \$200/night from short-term renters. What's required is a fine that is commensurate with the lucrative nature of STR's. Without these fines, the City won't have a leg to stand on in terms of enforcement.

STR Ordinance Calendar

3/14/17: Council Person McCandless proposed Sandy begin research on possible STR regulations

3/21/17: Rep. John Knotwell spoke to the Council regarding possible STR legislation at the State level

4/25/17: STR matrix presented to Council

5/9/17: STR critical policies outline presented to Council

5/10/17: STR policy survey sent to the Council

5/23/17: Initial STR draft presented to the Council

5/31/17: Council and Community Development staff review

6/14/17: Council and Community Development staff review

7/6/17: STR working group review

7/13/17: Council and Attorney staff STR review

7/20/17: STR working group driving tour of STR's

8/21/17: Council and Community Development staff STR review

8/28/17: STR working group review

8/31/17: Council and Community Development staff STR review

9/20/17: Council staff attends live STR webinar with Host Compliance

10/3/17: Council and Community Development staff STR review

10/11/17: STR working group review

10/25/17: Council and Community Development staff STR review

11/6/17: Council and Community Development staff meets with Host Compliance

11/16/17: Council and Attorney staff STR review

11/28/17: Council and Community Development staff STR review

12/6/17: STR working group review

12/12/17: STR second draft presented to Council

12/13/17: Council staff meeting with STR Helper

12/21/17: STR draft meeting and discussion with Council Member Saville

STR Ordinance Calendar

1/4/18: STR draft meeting and discussion with Council Member Christensen

1/9/18: STR draft meeting and discussion with Council Member Barker

1/23/18: Council STR work session

2/12/18: Council staff and GIS staff meets to determine potential geographic constraints for STR's

2/12/18: Council staff, Fire Department, and Attorney's Office review STR fire inspections

2/13/18: Council staff and Community Development staff review Council questions and concerns from January 23rd work session

3/6/18: Council STR work session



SANDY CITY FIRE DEPARTMENT

BRUCE CLINE
FIRE CHIEF

KURT BRADBURN
MAYOR

MATTHEW HUISH
CHIEF ADMINISTRATIVE OFFICER

Memo

To: Bruce Cline, Fire Chief
From: Robert DeKorver, Fire Marshal *RD*
CC: Sandy City Council
Date: January 22, 2018
Re: Fire Inspections on Short Term Rentals

I am writing this memo in regards to a request for information on performing fire inspections on short term rental properties, owner and non-owner occupied. This has been recognized as an issue that has recently surfaced, and has been discussed on multiple levels within the Fire Marshal's Association of Utah as it is concerning to all of the different jurisdictions across the state.

Unfortunately, short term rentals mix a commercial business with that of a residential structure. This causes many issues with any jurisdiction being able to perform a fire inspection. According to the 2015 International Fire Code section 202 under general definitions, it describes a congregate living facility with 10 or fewer (Transient) occupants or a lodging house with 5 or fewer guest rooms as a R-3 or residential group. Group R-3 within the residential group is considered a private dwelling and can be built under the International Residential Code. R-1, R-2 and R-4 or considered public, and include hotels, motels, and apartments both transient in nature and permanent, and are built under the International Building and International Fire Code.

Currently Utah State Law 53-7-209 reads as follows;

53-7-209. Inspection of buildings by officials -- Review of residential inspections.

- (1) As used in this section, "International Fire Code" means the edition of the International Fire Code adopted by the Legislature with the amendments and additions in the State Fire Code.
- (2) A fire chief or officer may enter a building or premises not used as a private dwelling at any reasonable hour to inspect the building or premises and enforce the rules made under this part and the state fire code.
- (3) The owner, lessee, manager, or operator of a building or premises not used as a private dwelling shall permit inspections under this section.

(4)(a) Subject to Subsection (4)(b), a county, city, or town shall, by ordinance, provide for review of an inspection conducted by the county's, city's, or town's fire chief or officer for a single-family residence within 30 days of the notice of the fire code compliance inspection.

(b) Upon request by a person who owns or is building a single-family residence, a chief executive officer of the county, city, or town in which is located the single-family residence, or the chief executive officer's designee, shall, with reasonable diligence, review an inspection described in Subsection (4)(a) to determine whether the inspection constitutes a fair administration of the State Fire Code.

As can be seen from this currently enacted law, jurisdictions are not given the ability to inspect private dwellings without being asked to perform that inspection. Tying this together with the definitions listed in the 2015 International Fire Code it virtually makes it not possible to conduct a fire inspection on an owner occupied short term rental, since we are interpreting that they fall under a private dwelling classification, unless it can be reclassified as an R-1, or 2. In order to reclassify a short term rental as an R-1 or 2 we would need to be able to verify the occupant numbers to know when they exceed the number of 10 or have more than 5 guest rooms. These numbers would reclassify the structure to a public structure, which would then allow the fire department to perform fire inspections based on the International Fire Code. In my opinion, these numbers could be verified through a licensing process that requires the property owner to disclose these numbers, but would be difficult to continually verify that they are maintaining those numbers.

If we decided to create an ordinance where fire inspections were required, or to force all short term rentals to be listed as an R-1 structure, we would be subject to taking the ordinance to the State Legislature for adoption as an amendment to the code that is more restrictive than the code as adopted by the state.

Obviously the biggest concern with these short term rentals is that you have public that is unfamiliar with a structure coming in as a tenant, when there may be issues with the home concerning fire protection, such as smoke alarms and fire extinguishers. As a structure built under the International Residential Code, the structure is required to have smoke alarms in place in all living areas. Unfortunately, though without inspections it is up to the owner to maintain and ensure proper operation of the alarms. There is nothing in the International Residential Code to my knowledge that would require fire extinguishers or exit signs, like would be found in an R-1 or 2 structure.

It would be my suggestion that we include a maximum number of 10 occupants that would be allowed in a short term rental. I would also recommend that we place wording that suggest that the owner request for a fire inspection on the home. Once again if the inspection is requested, we will be able to verify

that smoke alarms are working and make suggestions, but the owner would have the ultimate say and we would have no enforcement authority unless the structure becomes an R-1 or 2 structure.

Thank you for your time and consideration with this matter. If you have any further questions I would be happy to sit down and discuss them with you.

From: Darien Alcorn
To: Dustin Fratto
CC: James Sorensen; Brian McCuiston; Michael Wilcox
Date: 2/28/2018 11:27 AM
Subject: Short-Term Rentals

Dustin,

I am copying some Community Development staff on this. You may want to have them reply also, in case they can add/delete/modify anything to make it more clear. I tried to make it as clear as possible, but sometimes (most times!) a person who is using these laws in practical pursuits on a daily basis can explain things better.

Background. The Utah Code, through the Land Use Development and Management Act ("LUDMA"), regulates land use decisions. The regulations range from requiring Planning Commission, Board of Adjustment or City Council involvement to mandatory noticing and hearing requirements. Sandy City may define the specifics so long as they are in compliance with the requirements of LUDMA. Adoption of land use ordinances is specifically regulated by LUDMA. Prior to adopting a land use ordinance, the ordinance must be presented to Sandy City's Planning Commission for a recommendation and then to the Sandy City Council for adoption, and certain notice and hearing requirements must be followed. (U.C.A. §10-9a-501, §10-9a-502). Review and approval of a land use application is also regulated by LUDMA, which mandates approval "if the application conforms to the requirements of the municipality's land use regulations in effect when the complete application is submitted and all application fees have been paid." (U.C.A. §10-9a-509).

Short-Term Rental Land Use Ordinance. The Sandy City Council expressed an interest in potentially adopting a land use ordinance related to short-term rentals. Members of City staff are reviewing and evaluating which zones may allow short-term rental as a land use as well as regulations that may apply to the use. Currently, members of Sandy City staff are considering the possibility of listing short-term rental as a "special use," which is a permitted use but requires a land use application and approval prior to commencing the use. As a "special use," the short-term rental use will also have regulations specific to that land use. Compliance with those regulations will be required in addition to compliance with all other State and local laws, ordinances, rules, regulations and standards. In order to adopt the proposed land use ordinance regulating short-term rental and setting forth the zones in which the special use will be allowed, Sandy City will need to follow the LUDMA requirements for adoption of land use ordinances. This will include certain notice requirements and at least one public hearing during which the public will have an opportunity to be heard. If the City Council adopts the ordinance, their decision is the legislative, policy decision. Thereafter, applications for short-term rentals will be required to conform to those adopted land use regulations.

Approval of Application. As stated in the Background above, an application that conforms to the requirements of the adopted land use regulations will be entitled to receive approval. This is a simplified statement for a process that involves receiving an application, determining if the application is complete, providing substantive review of the application and determining whether regulations are met. Nonetheless, only if it is determined through that review process that the application does not meet applicable land use regulations, the application may be denied. Concerns other than a failure to meet land use regulations will not be pertinent to the determination. There is no opportunity at this point for neighbors to argue that a short-term rental should not be permitted in a particular location if the short-term rental application is complete and meets the City Code.

Appeal. In responding to a question from the City Council regarding appeals, I think I may have misunderstood the question and would like to clarify. Appeal of the approval/denial of the short-term rental land use application must be based on alleged error in the approval/denial. There are a number of potential errors that could result in erroneous issuance, such as evidence that one of the special use requirements is not met. There are also a number of potential errors that could result in erroneous denial. Whether the appealing party is claiming to be adversely affected by an erroneous approval or an erroneous denial, a party that is adversely affected by the error may appeal the decision. However, the alleged error must be based on City Code requirements. Such an appeal would not provide an opportunity to revisit the initial policy decision (see Short-Term Rental Land Use Ordinance above) on allowed locations or regulatory requirements. One purpose of short-term rental being a "special use" is to enact additional requirements that apply to short-term rentals but not necessarily to other uses in the zone, which should make the short-term rental use more compatible with other uses. As an appeal, a neighbor could allege error in applying those requirements but not in the requirements themselves.

Thank you,
Darien



Darien Alcorn

Senior Civil Attorney

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o: [801.568.7194](tel:801.568.7194)

dalcorn@sandy.utah.gov

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SANDY CITY COMMUNITY DEVELOPMENT

JAMES SORENSEN
COMMUNITY DEVELOPMENT
DIRECTOR

KURT BRADBURN
MAYOR

MATTHEW HUISH
CHIEF ADMINISTRATIVE OFFICER

MEMORANDUM

March 1, 2018

To: City Council

From: Community Development Department
Subject: Short Term Rentals

RECOMMENDATION ON ZONING AND STR'S

Our staff has reviewed the proposed language of the STR (Short Term Rental) Code Amendment and have been asked to provide commentary and recommendation on the issue of Zoning. Our position is that these units should be regulated by the current legal use of the land, rather than the zoning district that governs the property.

In trying to cover any and all zoning districts that allow for residential units, an unintended consequence will be that we exclude an area or situation that would be otherwise appropriate. We have several zones that allow for a mix of uses (see Mixed Use (MU), Boulevard Commercial (BC), several SD zones, etc.) By regulating these units by current legal land use, we can cover all of the intended homes in the city, regardless of zone.

The other issue is the case of legal, non-conforming uses. When an STR is sought in a commercial zone and the property has been developed as a commercial use, it would more likely fall under a hotel use and should be regulated as such. If we have a legal non-conforming house that is zoned commercial, they would have two options in this scenario: 1) convert the use into a commercial use and operate it as a hotel; 2) maintain the status of a legal non-conforming home and apply the STR regulations.

Planner:

Reviewed by:

A handwritten signature in black ink, appearing to read "Mike Wilcox".

Mike Wilcox
Zoning Administrator

A handwritten signature in black ink, appearing to read "James Sorensen".

Short Term Rentals

Council Work Session March 6, 2018





Land Development Code

Sections identified for discussion

A STR unit shall not be occupied by more than the maximum occupancy as permitted by the special use approval.

1. The building official will determine the number of sleeping rooms and the maximum occupancy, which shall be no more than the lesser of: (1) Two people per sleeping room or; (2) Ten people total. If the number of sleeping rooms is increased or decreased the operator shall notify the Community Development Department and apply for an amendment to the special use approval.
2. A STR unit shall not be rented to more than one renter at any given time, and the operator shall not rent out individual rooms within the STR unit to multiple renters.

K. Occupancy Requirements

The operator shall ensure compliance to the approved off-street parking plan.

1. **Parking shall be limited to the garage, driveway, and dedicated parking spot** of the STR unit unless other off-street, improved, hard-surface parking areas are included in the off-street parking plan, approved by the Community Development Department, and included with the special use approval.

L. Parking Requirements



Business License Code

Sections identified for discussion

A STRL is valid for only one STR unit. **No more than 3 STRL's** may be granted to any person. A person may be granted a STRL through the following process:

1. Prior to applying for a STRL, applicant must first have been granted a STR special use approval pursuant to the Sandy City Land Development Code.
2. Complete an application on a form as provided by Sandy City.
3. **A STRL is valid for up to one year** and will expire January 1st of each year. STR operators must contact the Community Development Department annually, prior to the expiration of an active STRL in order to renew the license.
4. The Business license official shall verify that the applicant has incurred no more than the maximum number of allowed violations over the 12 month period immediately preceding the request for a new STRL or a STRL renewal.
5. Proof of payment of all required taxes and fees shall be submitted and verified.
6. Copy of the appropriate sales tax license issued by the State of Utah shall be submitted and verified.
7. Provide any other documents as required by the business license official.

5-19-4 Short Term Rental Business License Application and Renewal

3. The City shall give at least 14 days prior written notice, mailed or otherwise delivered to the mailing address listed on the STRL application, of the alleged violation or the manner in which the STR unit and/or operator no longer complies with the requirements for the STRL with the opportunity to correct the problem during said time. The 14 day notice period may be waived or reduced if there is a risk to public health, safety or welfare. Any substantiated, unresolved complaint, regarding the violation of standards, qualifications or application requirements or any of the above violations, which is received and verified by the City, against any STRL, will require that any approvals, permits, and licenses be revoked and the STR cease to operate.

5-19-5 Grounds for Denial, Suspension or Revocation of a STRL

3. The Board of Adjustment will review the decision of the City to determine if there is a rational basis for the decision. If there is a rational basis for the decision, the Board of Adjustment shall uphold the decision of the City
4. If the appellant so desires, they may further appeal the decision of the Board of Adjustment to district court within thirty (30) days of the Board of Adjustment's decision. In the appeal to district court, the appellant may only allege that the Board's decision was arbitrary, capricious, or illegal.
5. If a STRL is denied, suspended or revoked, the appellant may reapply for a new STRL after the period of suspension or revocation of 24 months, provided there is complete conformance with all of the current STR regulations , and the applicant hasn't been banned from receiving a STR special use approval and a STRL.

15-19-6 Process for Appeal of Denied, Suspended, or revoked STRL



Land Development Code

Updates from our 1/23/18 Work Session

Proposed language:

Where Permitted. STR's are a special use allowed for any existing legal residential use.

Original language:

Where Permitted. STR's are a special use in all residential zoning districts.

E. Where permitted

Fire Inspections: The Sandy Fire Marshal has determined that we cannot require an in depth fire inspection on a private family dwelling due to his interpretation of Utah State Statute. However, we can require the following proposed language in the STR Business Licensing section of the code:

Prior to being granted an STRL, the operator shall schedule all inspections requested by the City. An inspection may be required by the building, fire, and/or code enforcement officials at the time of STRL application and intermittently as deemed necessary by the Business License Official. Officials will:

1. Ensure that the STR unit complies with the information contained in the application and with the requirements of this section.
2. Ensure that the STR unit has a working carbon monoxide detector on each floor.
3. Ensure that the STR unit has a working smoke alarm in each sleeping area with a minimum of one smoke alarm on each floor.

Health Inspections: The County Health Department has concluded that short term rentals occur within a private dwelling and therefore do not qualify for CHD inspections.

G. Inspections

Option 1

Limit on Number of STR's. The total number of STR special use approvals issued within Sandy City shall be limited as follows:

1. The maximum number of STR special use approvals shall be 1 license for every 100 households within Sandy City.
2. The total number of available approvals shall be recalculated biennially based on an estimated household projection derived by the Community Development Department.
3. If a complete application meeting all other requirements for approval is received after the maximum number of approvals has been issued, the application shall be placed on a waiting list in order of the date of receipt of a completed application. This list shall be reviewed on an annual basis. No fees will be due until a special use approval becomes available.

H. Limit on Number of STR's

Option 2

Limit on Number of STR's. The total number of STR special use approvals issued within Sandy City shall be limited as follows:

1. The maximum number of STR special use approvals shall be calculated for each Community within Sandy City.
 - a) Each Community shall have a minimum base of 2 STR approvals.
 - b) Each Community shall have a maximum of 2 licenses plus 1 license for every 100 households.
2. The total number of available approvals shall be recalculated biennially based on an estimated population of Sandy City derived by the Community Development Department.
3. If a complete application meeting all other requirements for approval is received after the maximum number of approvals has been issued for the community the STR unit is located within, the application shall be placed on a waiting list in order of the date of receipt of a completed application. This list shall be reviewed on an annual basis. No fees will be due until a special use approval becomes available.

H. Limit on Number of STR's

ID	Community Name	Sandy Households	Cap (Households)	Sandy Population	CAP (Population)
1	Northwest Exposure	564	8	1563	6
2	Civic Center	2043	22	4162	17
3	Sandy Woods	1608	18	4100	16
4	Historic Sandy	1884	21	5157	21
5	5	1796	20	4685	19
6	High Point	2223	24	6238	25
7	Quarry Bend	1993	22	4517	18
8	Edgemont	637	8	2095	8
9	Commercial Area	0	2	0	0
10	Crescent White Willows	871	11	2874	11
11	Crescent	1816	20	4851	19
12	12	924	11	2693	11
13	Alta High	862	11	2910	12
14	14	1159	14	4035	16
15	15	811	10	2402	10
16	Falcon Park	1546	17	4914	20
17	Willow Canyon	1291	15	4097	16
18	Willow Creek	934	11	2865	11
19	Mountain Views	2080	23	6709	27
20	Little Cottonwood	726	9	2367	9
21	Falcon Hill	1409	16	4635	19
22	22	242	4	712	3
23	Sunrise	447	6	1527	6
24	24	285	5	974	4
25	The Bluff	663	9	2149	9
26	26	406	6	1353	5
27	Lone Peak	1025	12	3333	13
28	Pepper Dell	748	9	2579	10
29	The Dell	410	6	1073	4
30	Granite	738	9	2215	9

H. Limit on Number of STR's

Option 1:

Owner Occupancy Requirements. A Type 1 STR consists of any STR unit that is located in a Single Family Residential Zoning District and /or is part of a single family dwelling. A type 2 STR consists of any STR unit that is located in a Multi-Family Residential Zoning District and is part of a duplex, triplex, multiple family dwelling, or other multiple-unit dwelling.

1. A person shall prove ownership of a STR unit as evidenced by one of the following:
 - a. Deed listing the person as the owner.
 - b. Deed of Trust listing the person as the owner.
2. If the STR unit is owned by a trust, firm, partnership, corporation, association, joint venture, government entity, or other legal entity:
 - a. Required proof of ownership documentation will be determined by the City at the time of special use application.
 - b. The owner shall appoint an agent to serve as the permanent resident operator of a Type 1 STR, or the operator of a Type 2 STR.
3. The operator of a type 2 STR has no requirement to reside at the STR unit. The operator of a type 1 STR must reside at the STR unit a minimum of 183 days per year and provide the following documentation to establish that the dwelling is their primary residence:
 - a. One copy each of the operator's most recent state and federal tax returns both listing the proposed STR unit as the operator's primary residence.
4. A signed Affidavit of Understanding swearing that the proposed STR unit is the primary residence of the operator

I. Owner Occupancy Requirements

Option 2:

Owner Occupancy Requirements. A type 1 STR consists of any STR unit that is owner occupied. A type 2 STR consists of any STR unit that is not owner occupied, and where the operator claims permanent residency within (a specific radius, Sandy City, Salt Lake County, Utah, the United States).

1. A person shall prove ownership of a STR unit as evidenced by one of the following:
 - a. Deed listing the person as the owner.
 - b. Deed of Trust listing the person as the owner.
2. If the STR unit is owned by a trust, firm, partnership, corporation, association, joint venture, government entity, or other legal entity:
 - a. Required proof of ownership documentation will be determined by the City at the time of special use application.
 - b. The owner shall appoint an agent to serve as the permanent resident operator of a Type 1 STR, or the operator of a Type 2 STR.
3. The operator of a type 1 STR must reside at the STR unit a minimum of 183 days per year and provide the following proof:
 - a. One copy each of the operator's most recent state and federal tax returns both listing the proposed STR unit as the operator's primary residence.
 - b. A signed Affidavit of Understanding swearing that the proposed STR unit is the primary residence of the operator.
4. The operator of a type 2 STR must reside at one address within (a specific radius, Sandy City, Salt Lake County, Utah, the United States) for a minimum of 183 days per year and provide the following proof:
 - a. One copy each of the operator's most recent state and federal tax returns both listing the primary residence of the operator within (a specific radius of the STR unit, Sandy City, Salt Lake County, Utah, the United States).
 - b. A signed Affidavit of Understanding swearing that the primary residence of the operator is within (a specific radius of the STR unit, Sandy City, Salt Lake County, Utah, the United States).

I. Owner Occupancy Requirements

Prior to being granted a special use approval the operator of (any, a type 1, a type 2) STR unit shall get signatures from (the majority, 51%, 75%, etc.) of neighbors within 300 feet of the STR unit approving the operation of the STR.

J. Noticing and Posting Requirements

Chapter 15A-11-25 Short-term Rentals

15A-11-25 Short-term Rentals.....63

- A. Purpose
- B. Definitions
- C. Short-term Rental Prohibited
- D. Exceptions
- E. Where Permitted
- F. Special Use Approval
- G. Inspections
- H. Limit on number of STR's
- I. Owner Occupancy Requirements
- J. Noticing and Posting Requirements
- K. Occupancy Requirements
- L. Parking Requirements
- M. Property Maintenance Requirements
- N. Violations
- O. Enforcement and Fines
- P. Appeal

Chapter 15A-11-25 Short-term Rentals

- A. **Purpose.** To regulate short-term rentals in Sandy City in order to safeguard the safety and general welfare of existing neighborhoods.
- B. **Definitions.** For the purposes of this section , the following terms shall be defined as follows:
1. Agent: An individual appointed by the STR owner if and only if the owner is a trust, firm, partnership, corporation, association, joint venture, governmental entity, or other organization to act on behalf of the owner in matters related to the STR unit.
 2. Front door: The main exterior door that allows entrance to and from a short-term rental unit.
 3. Maximum Occupancy: the highest number of renters permitted to occupy a short-term rental unit at any time.
 4. Operator: The STR owner or an agent of the owner.
 5. Owner: The person who is listed as the owner on the deed or deed of trust for the short-term rental unit.
 6. Permanent Resident: An individual who resides in a dwelling as their primary residence.
 7. Renter(s): A person or group of people whose primary residence is at another location and who provide compensation, in any form, in exchange for occupancy in a short-term rental unit.
 8. Short-term rental: Use of a dwelling for temporary sojourn or transient visit for a period of less than 30 consecutive days by a person or group of people whose primary residence is at another location and who provide compensation, in any form, in exchange for occupancy in the dwelling.
 9. Short-term rental unit: The individual house, apartment, condominium, townhome, or other dwelling being used for short-term rental; and shall include the front, back, and side yards and any additional structures found therein
 10. STR: Short-term rental.
 11. STRL: Short-term rental business license.
 12. Type 1 STR: An STR unit that is located in a Single Family Residential Zoning District and/or is part of a single family dwelling.
 13. Type 2 STR: An STR unit that is located in a Multi-Family Residential Zoning District and is part of a duplex, triplex, multiple family dwelling, or other multiple-unit dwelling.
- C. **Short-term Rental Prohibited.** No person shall lease, or allow to be leased, any dwelling for a lease term less than 30 days without first obtaining STR special use approval.
- D. **Exceptions.**
1. Rentals of more than 30 consecutive days in duration in any of the City's residential zoning districts shall not be subject to the provisions of this section.
 2. Bed and Breakfasts, hotels, and motels, as described and regulated in the Sandy Land Development Code and the Revised Ordinances of Sandy City, shall not be subject to the provisions of this section.
- E. **Where Permitted.** STR's are a special use allowed for any existing legal residential use.

Chapter 15A-11-25 Short-term Rentals

- F. **Special Use Approval.** The owner shall obtain a special use approval from the Community Development Department. A STR must adhere to all requirements found in the Sandy Land Development Code and the Revised Ordinances of Sandy City. Prior to receiving an STR special use approval the operator shall complete the following for the proposed STR unit:
1. An application on a form as provided by Sandy City
 2. A detailed written description or a drawing of an off-street parking plan as described in this section.
 3. A detailed written description or drawing of the STR unit that identifies the use of each room.
 4. Provide all required documents identifying the owner of the STR unit and proof of primary residence.
 5. **Notify and gather signatures from neighbors within 300 feet as defined in this chapter.**
 6. Schedule and complete all required inspections as required by the City.
 7. Identify the person who will be the operator of the STR and Provide 24 hours/day, 365 days/year contact information of the operator who shall be available by telephone within one hour of any external complaint.
 8. Pay all Fee(s) established by the City Council.
- G. **Inspections.** As a condition of STR special use approval, the operator shall schedule all inspections requested by the City, ~~not to exceed one inspection per year.~~ An inspection may be required by the building, fire, and/or code enforcement officials at the time of special use approval application and intermittently as deemed necessary by the Community Development Department. ~~or as requested by the operator.~~ Officials will:
1. Ensure that the STR unit complies with the information contained in the application and with the requirements of this section.
 2. Determine the number of available parking spots at the STR unit.
 3. Determine the number of available bedrooms within the STR unit.
 4. Determine the maximum number of allowed renters within the STR unit.
- H. **(OPTION 1) Limit on Number of STR's.** The total number of STR special use approvals issued within Sandy City shall be limited as follows:
1. The maximum number of STR special use approvals shall be **1 license for every 100 households within Sandy City.** ~~250 residents of Sandy City's total population.~~
 2. The total number of available approvals shall be recalculated biennially based on **an estimated population of Sandy City an estimated household projection** derived by the Community Development Department.
 3. If a complete application meeting all other requirements for approval is received after the maximum number of approvals has been issued, the application shall be placed on a waiting list in order of the date of receipt of a completed application. **This list shall be reviewed on an annual basis.** No fees will be due until a special use approval becomes available.

OR

Chapter 15A-11-25 Short-term Rentals

(OPTION 2) Limit on Number of STR's. The total number of STR special use approvals issued within Sandy City shall be limited as follows:

1. The maximum number of STR special use approvals shall be calculated for each Community within Sandy City.
 - i. Each Community shall have a minimum base of 2 STR approvals.
 - ii. Each Community shall have a maximum of 2 licenses plus 1 license for every 100 households.
2. The total number of available approvals shall be recalculated biennially based on an estimated population of Sandy City derived by the Community Development Department.
3. If a complete application meeting all other requirements for approval is received after the maximum number of approvals has been issued for the community the STR unit is located within, the application shall be placed on a waiting list in order of the date of receipt of a completed application. This list shall be reviewed on an annual basis. No fees will be due until a special use approval becomes available.

I. **(OPTION 1) Owner Occupancy Requirements.** A Type 1 STR consists of any STR unit that is located in a Single Family Residential Zoning District and /or is part of a single family dwelling. A type 2 STR consists of any STR unit that is located in a Multi-Family Residential Zoning District and is part of a duplex, triplex, multiple family dwelling, or other multiple-unit dwelling.

1. A person shall prove ownership of a STR unit as evidenced by one of the following:
 - a. Deed listing the person as the owner.
 - b. Deed of Trust listing the person as the owner.
2. If the STR unit is owned by a trust, firm, partnership, corporation, association, joint venture, government entity, or other legal entity:
 - a. Required proof of ownership documentation will be determined by the City at the time of special use application.
 - b. The owner shall appoint an agent to serve as the permanent resident operator of a Type 1 STR, or the operator of a Type 2 STR.
3. The operator of a type 2 STR has no requirement to reside at the STR unit. The operator of a type 1 STR must reside at the STR unit a minimum of 183 days per year and provide the following documentation to establish that the dwelling is their primary residence:
 - a. One copy each of the operator's most recent state and federal tax returns both listing the proposed STR unit as the operator's primary residence.
 - b. A signed Affidavit of Understanding swearing that the proposed STR unit is the primary residence of the operator.

OR

(OPTION 2) Owner Occupancy Requirements. A type 1 STR consists of any STR unit that is owner occupied. A type 2 STR consists of any STR unit that is not owner occupied, and where the operator

Chapter 15A-11-25 Short-term Rentals

claims permanent residency within (a specific radius, Sandy City, Salt Lake County, Utah, the United States).

1. A person shall prove ownership of a STR unit as evidenced by one of the following:
 - a. Deed listing the person as the owner.
 - b. Deed of Trust listing the person as the owner.
2. If the STR unit is owned by a trust, firm, partnership, corporation, association, joint venture, government entity, or other legal entity:
 - a. Required proof of ownership documentation will be determined by the City at the time of special use application.
 - b. The owner shall appoint an agent to serve as the permanent resident operator of a Type 1 STR, or the operator of a Type 2 STR.
3. The operator of a type 1 STR must reside at the STR unit a minimum of 183 days per year and provide the following proof:
 - a. One copy each of the operator's most recent state and federal tax returns both listing the proposed STR unit as the operator's primary residence.
 - b. A signed Affidavit of Understanding swearing that the proposed STR unit is the primary residence of the operator.
4. The operator of a type 2 STR must reside at one address within (a specific radius, Sandy City, Salt Lake County, Utah, the United States) for a minimum of 183 days per year and provide the following proof:
 - a. One copy each of the operator's most recent state and federal tax returns both listing the primary residence of the operator within (a specific radius of the STR unit, Sandy City, Salt Lake County, Utah, the United States).
 - b. A signed Affidavit of Understanding swearing that the primary residence of the operator is within (a specific radius of the STR unit, Sandy City, Salt Lake County, Utah, the United States).

J. Noticing and Posting Requirements.

1. The operator shall notify all neighbors within 300 feet of the STR unit, by mail, of the special use approval.
 - a. Prior to being granted a special use approval the operator of (any, a type 1, a type 2) STR unit shall get signatures from (the majority, 51%, 75%, etc.) of neighbors within 300 feet of the STR unit approving the operation of the STR.
2. One nameplate sign that includes the name and the 24/7 contact information for the operator must be posted on the exterior side of the STR units main entrance.
3. An informational packet must be posted in a highly visible place within the common area of the STR unit, to include copies of:
 - a. City issued STRL.
 - b. 24/7 operator contact information.
 - c. Parking requirements.
 - d. Maximum occupancy as determined by the building official.
 - e. The noise ordinance of the Revised Ordinances of Sandy City.
 - f. Garbage pick-up dates, and a written description of where garbage receptacles must be placed for pick-up.
 - g. Contact information for the Sandy City Police and Fire Departments.
 - h. Contact information for Sandy City Hall.

Chapter 15A-11-25 Short-term Rentals

- i. Any other appropriate requirements as specified by the Community Development Director, or his designee.
- K. **Occupancy Requirements.** A STR unit shall not be occupied by more than the maximum occupancy as permitted by the special use approval.
 1. The building official will determine the number of sleeping rooms and the maximum occupancy, which shall be no more than the lesser of: (1) Two people per sleeping room or; (2) Ten people total. If the number of sleeping rooms is increased or decreased the operator shall notify the Community Development Department and apply for an amendment to the special use approval.
 2. A STR unit shall not be rented to more than one renter at any given time, and the operator shall not rent out individual rooms within the STR unit to multiple renters.
- L. **Parking Requirements.** The operator shall ensure compliance to the approved off-street parking plan.
 1. Parking shall be limited to the garage, driveway, **and dedicated parking spot** of the STR unit unless other off-street, improved, hard-surface parking areas are included in the off-street parking plan, approved by the Community Development Department, and included with the special use approval.
- M. **Property Maintenance Requirements.** All short-term rentals shall adhere to the Revised Ordinances of Sandy City, including, but not limited to:
 1. Maintenance. Operators must adhere to the Property Maintenance chapter of the Revised Ordinances of Sandy City including, but not limited to, requirements for weed abatement, landscaping, garbage removal, structure maintenance, and fence/wall maintenance.
 2. Snow Removal. Operators shall remove all snow from the sidewalks of the STR unit within 24 hours after snowfall in accordance with the Revised Ordinances of Sandy City.
 3. Noise and Nuisance Control. Operators shall ensure that renters adhere to the noise control chapter of the Revised Ordinances of Sandy City at all times. Should a renter violate the noise control chapter more than once in any given 72 hour period they shall be immediately evicted from the STR unit by the operator.
 4. Response time. An operator shall respond to any external complaint within one hour of receiving it. If the operator is unreachable after 3 attempted contacts by Sandy City, a notice of violation will be issued to the owner.
- N. **Violations.** It shall be a violation for any person to operate an STR:
 1. Without first obtaining a special use approval and a STR Business License; or
 2. That is not in compliance with the requirements of this chapter, the revised ordinances of Sandy City, or the Sandy City Land Development Code.

Chapter 15A-11-25 Short-term Rentals

- O. **Enforcement and Fines.** Upon a determination that a violation exists, the Community Development Director or his/her designee, will contact the operator requiring such operator to halt, eradicate, destroy, or remove the violation within 48 hours, or such later time the Director or his designee may determine.
1. Each day that a violation occurs or continues is a separate violation
 2. For any violation of this section the issuing officer may issue a written citation or notice of violation to the owner, specifying the violation and the penalty to be imposed.
 - a. For the first violation within any 12 month period the penalty shall be \$500.
 - b. For a second violation within any 12 month period, the penalty shall be \$750.
 - c. For a third violation within any 12 month period the penalty shall be \$1,000 and revocation of the STRL and special use approval. The owner shall be ineligible for a STR special use approval and a STRL for a period of two years from the date of the third notice of violation.
 - d. For any violation within any 12 month period following the third violation the penalty shall be \$1,000 and the STR owner shall be banned from receiving a STR special use approval and a STRL.
- P. **Appeal.** Denial or revocation of STR special use approval may be appealed to the Board of Adjustment in accordance with the provisions of this title.

Chapter 5-19 Short Term Rentals

5-19-1 Definitions

For purposes of this section, the following terms shall be defined as follows:

1. Agent: An individual appointed by the STR owner if and only if the owner is a trust, firm, partnership, corporation, association, joint venture, governmental entity, or other organization to act on behalf of the owner in matters related to the STR unit.
2. Operator: The STR owner or an agent of the owner
3. Owner: The person who is listed as the owner on the deed or deed of trust for the short-term rental unit.
4. Person: An individual, firm, partnership, corporation, association, joint venture, governmental entity or other legal entity, and shall include the plural as well as the singular
5. Renter(s): A person or group of people whose primary residence is at another location and who provide compensation, in any form, in exchange for occupancy in a short-term rental unit
6. Short-term rental: Use of a dwelling for temporary sojourn or transient visit for a period of less than 30 consecutive days by a person or group of people whose primary residence is at another location and who provide compensation, in any form, in exchange for occupancy in the dwelling.
7. Short-term rental unit: The individual house, apartment, condominium, townhome, or other dwelling being used for short-term rental; and shall include the front, back, and side yards and any additional structures found therein
8. STR: Short-term rental
9. STRL: Short-term rental business license

5-19-2 Short-term Rental Prohibited

No person shall lease, or allow to be leased, any dwelling for a lease term less than 30 days without first obtaining an STRL.

5-19-3 Exceptions

1. Rentals of more than 30 consecutive days in duration in any of the City's residential zoning districts shall not be subject to the provisions of this section.
2. Bed and Breakfasts, hotels, and motels, as described and regulated in the Sandy Land Development Code and the Revised Ordinances of Sandy City, shall not be subject to the provisions of this section.

5-19-4 Short Term Rental Business License Application and Renewal

A STRL is valid for only one STR unit. No more than 3 STRL's may be granted to any person. A person may be granted a STRL through the following process:

1. Prior to applying for a STRL, applicant must first have been granted a STR special use approval pursuant to the Sandy City Land Development Code.
2. Complete an application on a form as provided by Sandy City.

Chapter 5-19 Short Term Rentals

3. A STRL is valid for up to one year and will expire January 1st of each year. STR operators must contact the Community Development Department annually, prior to the expiration of an active STRL in order to renew the license.
4. The Business license official shall verify that the applicant has incurred no more than the maximum number of allowed violations over the 12 month period immediately preceding the request for a new STRL or a STRL renewal.
5. **Completion of all required inspections**
6. Proof of payment of all required taxes and fees shall be submitted and verified.
7. Copy of the appropriate sales tax license issued by the State of Utah shall be submitted and verified.
8. Provide any other documents as required by the business license official.

5-19-5 Inspections

Prior to being granted an STRL, the operator shall schedule all inspections requested by the City. An inspection may be required by the building, fire, and/or code enforcement officials at the time of STRL application and intermittently as deemed necessary by the Business License Official. Officials will:

1. Ensure that the STR unit complies with the information contained in the application and with the requirements of this section.
2. Ensure that the STR unit has a working carbon monoxide detector on each floor.
3. Ensure that the STR unit has a working smoke alarm in each sleeping area with a minimum of one smoke alarm on each floor.

5-19-6 Grounds for Denial, Suspension or Revocation of a STRL

1. Granting of a license under the provisions of this ordinance shall not be considered or deemed a right and, if granted, insures to the benefit of the applicant only as a privilege temporarily granted. The City reserves the right to deny any application for a STRL. If the business license official finds that any applicant does not meet the requirements of or is disqualified under any section of this chapter, or if it is found that the application is deficient in any way, or any of the facts provided thereon are false or in question, the application shall be denied or the STRL revoked.
2. Any STRL requested or granted pursuant to this section may be denied, suspended, or revoked by the Business License official pursuant to procedures established in this chapter for the following:
 - a. Violation by the applicant, occupants, or employees of any other Sandy City, Salt Lake County, State or Federal laws governing the operation of STR's.
 - b. Applicant supplied false or misleading information when applying for an STRL or STR special use approval; or the applicant withheld relevant information on any application for any use or suffered or caused another to furnish or withhold such information on his or her behalf.
 - c. Any three violations by the STR operator or renter(s), as described in the Sandy Land Development Code and the revised ordinances of Sandy City in any 12 month period.

Chapter 5-19 Short Term Rentals

- d. The STR unit no longer complies with the standards, qualifications or conditions necessary to obtain or maintain a STR special use approval.
 - e. The applicant has failed to pay applicable taxes, fees and fines described herein.
 - f. The applicant has refused to allow authorized representatives of the City to make an inspection or has interfered with such representatives while in the performance of their duty in making such inspection.
 - g. Upon good cause, as indicated and requested by any of the Sandy City, Salt Lake County, Utah State, or Federal agencies required to supply consent for a STRL to be issued.
3. The City shall give at least 14 days prior written notice, mailed or otherwise delivered to the mailing address listed on the STRL application, of the alleged violation or the manner in which the STR unit and/or operator no longer complies with the requirements for the STRL with the opportunity to correct the problem during said time. The 14 day notice period may be waived or reduced if there is a risk to public health, safety or welfare. Any substantiated, unresolved complaint, regarding the violation of standards, qualifications or application requirements or any of the above violations, which is received and verified by the City, against any STRL, will require that any approvals, permits, and licenses be revoked and the STR cease to operate.

15-19-7 Process for Appeal of Denied, Suspended, or Revoked STRL

1. In the event a STRL application submitted pursuant to this Chapter is denied or a license previously issued is suspended or revoked, the applicant shall be given written notice as to the reasons for such denial, suspension or revocation. The applicant may then submit a written appeal, within 14 days of mailing of notice of denial, suspension or revocation, to the Sandy City Board of Adjustment.
2. The appellant must allege that there is an error in the decision or determination made by the City and the factual and legal basis for such allegation. The appellant has the burden of proving that the City erred. In order to satisfy its burden, the appellant may submit written material, graphic representations and, if a hearing is held, oral testimony, to which the City will have the opportunity to respond. The Board of Adjustment shall review the information submitted by the appellant and the City and may hold a hearing therefore. The Board of Adjustment shall then issue a written decision and may make written findings. Written notice shall be given to the appellant within thirty (30) days of the Board of Adjustments decision.
3. The Board of Adjustment will review the decision of the City to determine if there is a rational basis for the decision. If there is a rational basis for the decision, the Board of Adjustment shall uphold the decision of the City.
4. If the appellant so desires, they may further appeal the decision of the Board of Adjustment to district court within thirty (30) days of the Board of Adjustment's decision. In the appeal to district court, the appellant may only allege that the Board's decision was arbitrary, capricious, or illegal.
5. If a STRL is denied, suspended or revoked, the appellant may reapply for a new STRL after the period of suspension or revocation of 24 months, provided there is complete conformance with all of the current STR regulations, and the applicant hasn't been banned from receiving a STR special use approval and a STRL.

15-19-8 Taxes and Fees.

STR owners shall pay all taxes and fees relating to the STR, including without limitation the special use approval fee(s), the business license fee(s), Property tax, sales tax, and the Utah

Chapter 5-19 Short Term Rentals

transient room tax. The amount of the fees required to obtain the licenses and permits described herein shall be established by resolution of the City Council.

DRAFT



Staff Report

File #: GPA-Stadium Village,
Version: 1

Date: 3/6/2018

Agenda Item Title:

Stadium Village Master Plan - update and discussion

Presenter:

Korban Lee and Jake Warner

Description/Background:

The City has hired a consultant team, led by Gateway Planning, to conduct outreach and create a master plan for the Stadium Village district of the The Cairns area. Staff held a kick-off meeting with the consultant team on January 24. The next significant step in the process will be to hold an initial round of public outreach to obtain input from residents, property owners, businesses, the general public, and other stakeholders. This is expected to occur primarily over a three-day period in April or May that will include meetings with City staff and officials, stakeholder interviews, and an open house. Staff is currently preparing a communication strategy for these meetings, and wanted to provide an update of the process and have a discussion with the Council regarding the project prior to advertising the outreach activities to the public.

Fiscal Impact:

N/A

Further action to be taken:

N/A

Recommended Action and/or Suggested Motion:

N/A



STADIUM VILLAGE MASTER PLAN | SANDY UT

February 16, 2018

CRITICAL PATH

Biweekly Project Management Conference Calls	Tuesday @ 9::30 a.m. CST / 8:30 a.m. MTN
March 14 – 16, 2018	Stakeholder Interviews <ul style="list-style-type: none">- Meet with City Staff to discuss early assessment opportunities and constraints before moving into design and framework planning.- Interviews with key project stakeholders, including:<ul style="list-style-type: none">▪ Sandy City Leadership and Project Staff<ul style="list-style-type: none">▪ Monroe Street Alignment▪ Communications Strategy▪ Cairns Area Master Plan Team▪ Major Land Owners▪ Developers▪ Business Owners▪ Neighborhood Representatives
May 2018	Two (2) Day Design Workshop <ul style="list-style-type: none">- Agreement on Monroe Street improvements / extension- New TRAX alignment coming through the district?- Define criteria used in evaluation of development proposals- Identify concepts that recognize existing and potential new attractions to raise demographic profile- Meet with key select stakeholders, including UTA, Rio Tinto, UDOT, etc.- Closing Community Presentation
June – August 2018	Post-Charrette Design Refinement <ul style="list-style-type: none">- Finalize concept plans and framework to identify transportation, parking, pedestrian and mass transit integration opportunities- Fiscal impact and market-based analysis of development
June – September 2018	Transportation and Parking Parking Needs Study Pedestrian and Mass Transit Plan
September – October 2018	Master Plan Drafting <ul style="list-style-type: none">- Presentation to City Staff, residents, property owners and key stakeholders- One (1) Round of Revisions
November 2018 – December 2018	Adoption <ul style="list-style-type: none">- Planning Commission Public Hearing- City Council Public Hearing



Sandy City, Utah

10000 Centennial Parkway
Sandy, UT 84070
Phone: 801-568-7141

Staff Report

File #: 18-071, **Version:** 1

Date: 3/6/2018

Agenda Item Title:

City Council Office recommending to adopt Resolution 18-09c canceling the March 20, 2018 City Council Meeting for Caucus Night.

RESOLUTION #18-09C

A RESOLUTION CANCELING THE March 20, 2018 CITY COUNCIL MEETING.

WHEREAS, the City Council having established a 2018 annual meeting schedule for the City Council according to the provisions of Section 52-4-101, Utah Code Annotated, the Utah Open and Public Meetings Act; and

WHEREAS, the City Council desires to adjust its annual meeting schedule for 2018;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Sandy City, Utah, that it does hereby amend its regular meeting schedule by canceling the March 20, 2018 City Council Meeting.

PASSED AND APPROVED this 6th day of March, 2018.

Linda Martinez Saville, Chairman
Sandy City Council

ATTEST:

City Recorder

RECORDED this _____ day of _____, 2018.



Sandy City, Utah

10000 Centennial Parkway
Sandy, UT 84070
Phone: 801-568-7141

Staff Report

File #: 17-310, **Version:** 2

Date: 3/6/2018

Agenda Item Title:

Administration updating the Council on the recodification of City Code

Presenter: Shane Pace



[Web](#) | [Legal](#) | [Pay](#)

Roger D. Merriam

Senior Code Attorney (Admitted to Practice in Florida)

rdm@municode.com 1-800-262-2633, ext. 1257 www.municode.com

MAY 18, 2017

TO: MR. ROBERT WALL
CITY ATTORNEY
SANDY CITY CORPORATION, UTAH

RE: SANDY CITY CORPORATION RECODIFICATION LEGAL REVIEW & PROPOSED CODE REORGANIZATION

PART I. INTRODUCTION	2
PART II. LEGAL ANALYSIS	3
Title 1. Ordinances.....	3
Title 2. Elections	4
Title 3. Animal Control.....	5
Title 5. Business Licensing	6
Title 6. Administrative Code.....	9
Title 7. Public Peace and Safety	10
Title 8. Fire Prevention	22
Title 10. Health Ordinances	24
Title 11. Purchasing Procedures	25
Title 12. Adult Business Regulations.....	26
Title 13. Streets and Public Improvements	27
Title 14. Water System.....	28
Title 15A. Land Development Code.....	29
Title 16. Revenue and Taxation	32
Title 18. Sewage Disposal	35
Title 19. Taxicabs.....	36
Title 21. Cemetery City Code.....	37
Title 22. Legislative Code.....	38
Title 23. Judicial Code.....	39
Traffic Code.....	40
PART III. PROPOSED CODE REORGANIZATION.....	49
ATTACHMENT A. REVISED CHAPTER 1	55

MUNICIPAL CODE CORPORATION
MAILING ADDRESS: P.O. Box 2235 Tallahassee, FL 32316
PHYSICAL ADDRESS: 1700 Capital Circle, SW Tallahassee, FL 32310
FAX: 850-575-8852
LOCAL TELEPHONE NUMBER: 850-576-3171, ext. 1257

PART I. INTRODUCTION

Part II of this memorandum is a legal analysis of the Revised Ordinances of Sandy City, Utah, 1978, as amended through April 30, 2017 ("Code"), in which the Code has been researched for the following purposes:

1. Identification and elimination of conflicts, inconsistencies and obsolete provisions in connection with the Utah Code Annotated ('U.C.A. 1953'), current through chapters 3, 4, 9 to 15, 20, 21, 172, 233, 263, 277, 317, 355, 389, 398, 400, 404, 437, 453, 470, 472, and 476, of the 2017 General Session effective through March 14, 2017.
2. Identification and elimination of obsolete or conflicting provisions.
3. Identification and elimination (or curing) of potentially unconstitutional provisions.

The legal analysis is presented to the maximum extent possible as recommended changes. In some cases the city attorney may agree that a problem exists but disagree with the proposed solution. In other cases, the city attorney may not agree that a problem exists.

Effective date, severability and repealer provisions will be deleted without further mention. All state law and state rule references will be corrected without further mention.

Because U.C.A. 1953, § 78A-7-106 provides that a justice court has jurisdiction over Class B and Class C misdemeanors, violation of ordinances, and infractions committed within its territorial jurisdiction by a person 18 years or older, it has been recommended that offenses covered by statute be deleted.

It is uniformly held that incorporation by reference *in futuro* . . . is invalid. (C. Rhyne, *The Law of Local Governmental Operations*, p. 122.)

In *Blitch v. City of Ocala*, 142 Fla. 612, 195 So. 406 (1940) (cited in Mr. Rhyne's treatise), the Florida Supreme Court ruled on a challenge to § 31 of an ordinance adopted by the city of Ocala on October 21, 1924. Such section required roofing "which would rank as Class 'A' or Class 'B' under the test specifications of the National Board of Fire Underwriters." 142 Fla. at 617, 195 So. at 408. The court upheld the provisions ruling that the above-quoted language only referred to specifications then in effect and not to subsequent changes in the specifications. The court stated that "if it [the ordinance] should be held to mean, not only present but also future specifications, or any changes therein that might be adopted by the National Board of Fire Underwriters, section 31 of the ordinance would be invalid as being a delegation of authority to an outside board to alter a municipal ordinance." 142 Fla. at 618, 195 So. at 408.

The prohibited *in futuro* adoption of standards discussed above is referred to in this memorandum as the "adoption by reference problem."

This memorandum is intended for the use of the City Attorney. Nothing in this memorandum is to be construed as giving legal advice to the city.

PART II. LEGAL ANALYSIS

Title 1. Ordinances

Chapter 1. Ordinances and Sanctions, Fines and Penalties

Revise chapters 1 and 2 in accordance with attachment A. However:

1. **Delete** § 1-1-5 (*publication of ordinances*) as covered by U.C.A. 1953, § 10-3-711.
2. **Delete** § 1-1-6 (*effective date of ordinances*) as covered by U.C.A. 1953, § 10-3-712.
3. **Delete** § 1-1-7 (*enacting clause*) as covered by U.C.A. 1953, § 10-3-704.
4. **Delete Code** § 1-1-8 (*numbering of ordinances*) as adequately covered by U.C.A. 1953, § 10-3-704.

****City Response: Accept #1-4 (deleting 1-1-5, 1-1-6, 1-1-7, and 1-1-8)**

5. ~~Deleted~~ Code § 1-2-2(b). This provides for fines on corporations that exceed the amounts authorized by U.C.A. 1953, § 10-3-703. Such statute references U.C.A. 1953, § 76-3-301 (and subsection (a) reflects these amounts.). U.C.A. 1953, § 76-3-301 does not apply to corporations, etc. Subsection (b) reflects the fines imposable upon corporations pursuant to U.C.A. 1953, § 76-3-302. As U.C.A. 1953, § 76-3-301 does not reference U.C.A. 1953, § 76-3-302, such later statute is applicable to municipal ordinance violations.

****City Response: leave 1-2-2 as is. (do not accept change)**

Chapter 3. Code of Ethics

Except for Code § 1-3-10, ~~delete~~ as covered by (and in conflict with) U.C.A. 1953, § 10-3-1301 et seq.

****City Response: Keep chapter 3 – update definitions to match UCA.**

Title 2. Elections

Secs. 2-1-1. Elections. Except for U.C.A. 1953, § 17-33-11, delete. These sections are state election offenses or are mandatory.

****City Response: Accept**

Title 3. Animal Control

Chapter 1. Animal Control

3-1-2. Definitions. Conform the definition of assistance animal to U.C.A. 1953, § 62A-5b-102(3).

****City Response: Accept change**

3-1-7. Licensing. In subsection (f), given U.C.A. 1953, § 10-8-65(b),¹ Add an exemption for one service animal and one retired service animal.

****City Response: Accept change**

3-1-23. Impounding, Euthanization; Disposition of Animals.

1. In subsection (d), alter to be consistent with U.C.A. 1953, § 11-46-203 by changing two months to **six months**.

****City Response: accept change to 6 months**

2. In subsection (e)(3), please review the minimum deposit (\$25.00) and advise as to any needed changes.

****City Response: No change – keep at \$25**

3-1-26. Cruelty to Animals Prohibited, Dogfighting. Except for subsection (b)(6), delete as covered by U.C.A. 1953, §§ 76-9-301 et seq. Many provisions herein are designed a class A misdemeanor, which is not permissible under U.C.A. 1953, § 10-3-703.

****City Response: Refer to state code & Keep (b)(6) – Change to class B misdemeanor**

Chapter 2. Hobby License

Revise to recognize the exception for service animals and retired services animals in U.C.A. 1953, § 10-8-65(b).

****City Response: Accept**

See recommendation for Code § 15A-11-03, *infra*.

****City Response: not in conflict – 5 dogs with hobby license, 6 pets**

Chapter 3. Dangerous and Prohibited Dogs

3-3-4. Keeping of Dangerous Dogs. Please review subsection (j). The catchline indicates only one dangerous dog is allowed while the text indicates that only one dog is allowed. If the latter interpretation is correct, revise to recognize the exception for service animals and retired services animals in U.C.A. 1953, § 10-8-65(b). Please advise.

****City Response: Accept – recognize state statute exemption (2 total dogs)**

****consider moving “no-kill” to different location in code**

¹ U.C.A. 1953, § 10-8-65(b): “If a municipality adopts a limit as to the number of dogs a person may keep, the municipality shall allow a person to keep a service animal, a retired service animal, or both in addition to that limit.”

Title 5. Business Licensing

Chapter 1. Business License

5-1-3. Duties of Business License Section. While the catchline of this section references a business license section, the text (in this section and elsewhere) references a license section. Please advise as to the correct title.

****City Response: No change – keep as is**

5-1-9. Transferability. In subsection (a)(2), please review the official titles used and advise as to any corrections.

****City Response: No change – keep as is**

Chapter 2. Alcoholic Beverage Regulations

5-2-1. Definitions. (It is noted that many definitions add additional requirements to the similar definitions found in U.C.A. 1953, § 32B-1-102—*compare, e.g.,* definition of reception center *with* U.C.A. 1953, § 32B-1-102(88), as amended 2017 Acts, ch. 455. It is assumed that this is permissible.)

1. Conform the definition of beer to U.C.A. 1953, § 32B-1-102(10), as amended 2017 Acts, ch. 455.
2. Conform the definition of flavored malt beverage to U.C.A. 1953, § 32B-1-102(41), as amended 2017 Acts, ch. 455.
3. Conform the definition of flavored malt beverage to U.C.A. 1953, § 32B-1-102(61), as amended 2017 Acts, ch. 455.
4. Conform definition of restaurant to U.C.A. 1953, § 32B-1-102(97), as amended 2017 Acts, ch. 455.
5. Conform definition of state store to U.C.A. 1953, § 32B-1-102(112), as amended 2017 Acts, ch. 455.

****City Response: Accept**

5-2-8. License Application, Contents and Applicant Qualifications. Delete subsection (a)(3). Federal prohibits requiring the social security number. Section 7 of the Federal Privacy Act (5 USC 552a note) states, in its entirety:

****City Response: Accept**

Sec. 7 (a)(1) It shall be unlawful for any Federal, State or local government agency to deny to any individual any right, benefit, or privilege provided by law because of such individual's refusal to disclose his social security account number.

(2) the provisions of paragraph (1) of this subsection shall not apply with respect to--

(A) any disclosure which is required by Federal statute, or

(B) any disclosure of a social security number to any Federal, State, or local agency maintaining a system of records in existence and operating before January 1, 1975, if

such disclosure was required under statute or regulation adopted prior to such date to verify the identity of an individual.

(b) Any Federal, State or local government agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by what statutory or other authority such number is solicited, and what uses will be made of it.

5-2-21. Alcoholic beverage sales—Prohibited to minors. Delete as covered by U.C.A. 1953, § 32b-4-403, 32b-4-409.

****City Response: Accept**

Chapter 4. Entertainments Arcades and Devices

If obsolete (the average personal computer providing better games than can be found in an arcade), delete.

****City Response: keep as is**

Chapter 5. Swap Meets and Flea Markets

5-5-4. Fee. Alter so fee is established by the fee schedule. The citation to § 5-1-6 is inappropriate.

****City Response: reference fee schedule; delete 5-1-6**

Chapter 7. Public Dance Halls

If obsolete, delete.

****City Response: Keep – not obsolete**

5-7-11. Inspections of Dance Halls. Tie inspection fee to the fee schedule.

****City Response: accept - delete**

5-7-15. Walkathons Prohibited. Delete. This was repealed on February 28, 2013.

****City Response: accept - delete**

Chapter 8. Coupons, Coupon Books or Discount Cards

If obsolete, delete.

****City Response: accept – delete obsolete**

Chapter 14. Auctioneers and Auctions

If obsolete, delete.

****City Response: No change – do not delete, not obsolete**

5-14-4. Auctioneer's License Required. Please advise as to the correctness of the term “license department.”

****City Response: change to “license section”**

Chapter 16. Home Occupations

5-16-1. Definitions. In the definition of child day care, change age 19 to age 18. See U.C.A. 1953, § 26-39-102(8)(a)(ii).

****City Response: Accept**

Chapter 18. Escort Agencies, Outcall Service Agencies, And Semi-Nude Dancing Agencies

If superseded or covered by Code title 12, ch. 2, delete.

****City response: the last 2 lines of 5-8-12 should be placed under 5-8-13 “severability”**

****City Response: Chapter 18 – keep section as is – it is not superseded or covered by title 12**

Title 6. Administrative Code

Chapter 1. Purposes and Principles

6-1-3. Administrative Organization. Delete as not needed. The city may wish to insert a statement that the city is organized under the council-mayor form of government found in U.C.A. 1953, title 10, ch. 3B, pt. 2 (U.C.A. 1953, § 10-3b-201 et seq.).

****City Response: Insert recommended statement and delete the remainder**

Chapter 2. Office of Mayor

6-2-1. Qualifications and Term of Office. Delete as covered by U.C.A. 1953, § § 10-3-301. 10-3-205, 10-3-205.5.

****City Response: Delete and replace with a general statement that authority is as provided by state law**

6-2-2. Vacancy in Office of Mayor. Delete as not needed—the statute cited applies absent this section.

****City Response: Accept - Delete**

6-2-3. Powers and Duties. Delete as covered by (and not consistent with) U.C.A. 1953, § 10-3b-202.

****City Response: Accept - delete**

6-2-4. Power in Time of Local Emergency. Delete as covered by U.C.A. 1953, §§ 53-2a-208, 53-2a-205.

****City Response: Accept**

6-2-5. Council-Mayor Relationships. In subsection (a), delete in the second sentence the word “dismiss” as covered by Code § 6-2-3(d)(2), (d)(3).

****City Response: leave section (b), delete the remainder**

Chapter 5. Human Resources

6-5-12. Agreements and Cooperation with other Governmental Agencies. In subsection (a), if the agreements must be approved by the council, delete subsection (a) as not needed.

****City Response: Leave as is**

Chapter 6. Miscellaneous Provisions

****City Response: Retitle to “Ethics”**

6-6-1. Ethics. Delete as not needed.

****City Response: Keep as is**

6-6-2. Prohibitions on Employment of Relatives. Delete as not needed—the statute cited applies absent this section.

****City Response: keep as is**

Title 7. Public Peace and Safety

Chapter 1. Miscellaneous Offenses Against Public Peace and Property

7-1-1. Vagrancy. In subsection (a), so as to avoid constitutional problems (“The right to walk the streets, or to meet publicly with one’s friends for a noble purpose or for no purpose at all---and to do so whenever one pleases---is an integral component of life in a free and ordered society.” Papachristou v. City of Jacksonville, 405 U.S. 156, 164, 92 S. Ct. 839, 31 L. Ed. 2d 110 (1972)), delete the words “or about” and insert in lieu thereof the word “on”.

****City Response: Keep as is**

7-1-2. Disorderly Houses. So as to avoid vagueness, revise to apply only, to premises where illegal or unlawful activities are conducted, deleting the terms, bawdy, disorderly, lewdness, house of ill-fame and assignation house.

****City Response: Keep as is**

7-1-7. Obscene or Profane Language. If obsolete in light of Code title 7, ch. 2, delete. If retained, so as to avoid constitutional problems, insert a reasonable person standard.

****City Response: Keep as is**

7-1-8. Regulation of Smoking, Fires, and the Discharge of Fireworks and other Explosives. Delete as superseded (apparently) by Code title 8, ch. 5.

****City Response: Keep as is**

7-1-9. Barbed Wire Fences Prohibited. It is assumed that this section is needed (notwithstanding Code § 15A-28-07) because of pre-existing use issues.

****City Response: Keep a is**

7-1-11. Expectorating in Public Place and Prohibition Against Littering. Delete subsection (b) as superseded by title 7, ch. 11.

****City Response: Keep as is**

Chapter 2. Noise Control

7-2-3. Definitions and Standards. In definition of noise disturbance, so as to avoid constitutional problems, insert a reasonable person standard.

****City Response: Keep as is**

Chapter 2. Regulations Relating to Minors

7-3-1. Providing Cigars, Cigarettes, or Tobacco to Minors - Penalties. Delete as covered by U.C.A. 1953, § 76-10-104, multiple violations of which are a class A misdemeanor (and which is impermissibly stated in this section). If retained, conform to such statute by including electronic cigarettes.

****City Response: Accept**

7-3-2. Purchase or Possession of Tobacco. Alter to be consistent with U.C.A. 1953, § 76-10-105 by including electronic cigarettes.

****City Response: Accept**

7-3-3. Sale of Tobacco Products. Either conform to U.C.A. 1953, §§ 76-10-105.1 and 76-10-102 or delete. See U.C.A. 1953, § 76-10-105.1(8).

****City Response: Accept**

7-3-4. Sale of Beer, Alcoholic Beverage or Liquor. Delete as covered by Code § 5-2-21 (*recommended for deletion as covered by state law*).

****City Response: Accept**

7-3-5. Unlawful Purchase, Possession, Consumption by Minors - Measurable Amounts in Body. Delete as covered by Code § 5-2-21 (*recommended for deletion as covered by state law*).

****City Response: Accept**

7-3-7. Regulation of Movies for Minors. Delete subsections (b)(1) and (b)(3) as covered by U.C.A. 1953, § 76-10-1206.

****City Response: Accept**

7-3-8. Regulation of Magazines for Minors. Delete as covered by U.C.A. 1953, § 76-10-1206.

****City Response: Accept**

7-3-9. Contributing to the Delinquency of a Minor. Delete subsections (a)(1)(i) and (a)(1)(ii) as covered by U.C.A. 1953, § 76-20-2301. Delete subsections (a)(1)(iii) and (a)(2) as covered by U.C.A. 1953, § 76-5-109, violation of which can be a felony.

****City Response: Accept**

7-5-1. Assault. Delete as covered by (and in conflict with) U.C.A. 1953, § 76-5-102.

****City Response: Accept**

7-5-2. Battery. Delete as covered by Code § 7-5-1, as modified.

****City Response: Accept**

7-5-4. Harassment. Delete as covered by (and in conflict with) U.C.A. 1953, § 76-5-106.

****City Response: Accept**

7-5-5. Terroristic Threat. Delete as covered by (and in conflict with) U.C.A. 1953, § 76-5-107.3.

****City Response: Accept**

7-5-6. Custodial Interference. Delete as covered by (and in conflict with) U.C.A. 1953, § 76-5-303.

****City Response: Accept**

7-5-7. Unlawful Detention. Delete as covered by (and in conflict with) U.C.A. 1953, § 76-5-304.

****City Response: Accept**

7-5-8. Unlawful Sexual Activity with a Minor - Elements - Penalties - Evidence of Age

Raised by Defendant. Delete as covered by (and in conflict with) U.C.A. 1953, § 76-5-401.

****City Response: Accept**

7-5-9. Sodomy. Delete as covered by U.C.A. 1953, § 76-5-403.

****City Response: Accept**

7-5-11. Child Abuse. Delete as covered by U.C.A. 1953, § 76-5-109.

****City Response: Accept**

7-5-12. Commission of Domestic Violence in the Presence of a Child. Delete as covered by U.C.A. 1953, § 76-5-109.1.

****City Response: Accept**

Chapter 6. Offenses Against Property

7-6-1. Definitions. Delete as covered by U.C.A. 1953, § 76-6-101. If retained, conform to such statute by changing the dollar amount from \$300.00 to \$500.00.

****City Response: Accept**

7-6-2. Arson. Delete as covered by (and in conflict with) U.C.A. 1953, § 76-6-102.

****City Response: Accept**

7-6-3. Reckless Burning. Delete as covered by (and in conflict with) U.C.A. 1953, § 76-6-104.

****City Response: Accept**

7-6-4. Criminal Mischief and Damage to Mail Receptacle. Delete as covered by (and in conflict with) U.C.A. 1953, §§ 76-6-104, 76-1-1001 et seq.

****City Response: Accept**

7-6-5. Manufacture or Possession of Instrument for Burglary, Theft, Vandalism, or Destruction of Property. Delete as covered by U.C.A. 1953, § 76-6-206.

****City Response: Accept**

7-6-6. Criminal Trespass. Delete as covered by (and in conflict with) U.C.A. 1953, § 76-6-206.

****City Response: Accept**

7-6-7. Tampering with Records. Delete as covered by U.C.A. 1953, § 76-6-504.

****City Response: Accept**

7-6-8. Issuing a Bad Check - Presumption. Delete as covered by (and in conflict with) U.C.A. 1953, § 76-6-505.

****City Response: Accept**

7-6-9. Fraudulent Use of Credit Card - "Credit Card" Defined. Delete as covered by (and in conflict with) U.C.A. 1953, § 76-6-506.2.

****City Response: Accept**

7-6-10. Deceptive Business Practices - Definitions - Defense. Delete as covered by (and in

conflict with) U.C.A. 1953, § 76-6-507.

****City Response: Accept**

7-6-11. Bribery of, or Receiving Bribe by, Person in the Business of Selection, Appraisal, or Criticism of Goods or Services. Delete as covered by U.C.A. 1953, § 76-6-508.

****City Response: Accept**

7-6-12. Defrauding Creditors. Delete as covered by U.C.A. 1953, § 76-6-511.

****City Response: Accept**

7-6-13. Using or Making Slugs. Delete as covered by U.C.A. 1953, § 76-6-515.

****City Response: Accept**

7-6-14. Criminal Simulation. Delete as covered by (and in conflict with) U.C.A. 1953, § 76-6-518.

****City Response: Accept**

7-6-15. False or Fraudulent Insurance Claim. Delete as covered by (and in conflict with) U.C.A. 1953, § 76-6-521.

****City Response: Accept**

7-6-16. Definitions. Delete as covered by U.C.A. 1953, § 76-6-401.

****City Response: Accept**

7-6-17. Presumptions and Defenses. Delete as covered by U.C.A. 1953, § 76-6-402.

****City Response: Accept**

7-6-18. Theft - Evidence to Support Accusation. Delete as covered by U.C.A. 1953, § 76-6-403.

****City Response: Accept**

7-6-19. Theft - Elements. Delete as covered by U.C.A. 1953, § 76-6-404.

****City Response: Accept**

7-6-20. Theft by Deception. Delete as covered by U.C.A. 1953, § 76-6-405.

****City Response: Accept**

7-6-21. Theft by Extortion. Delete as covered by U.C.A. 1953, § 76-6-406.

****City Response: Accept**

7-6-22. Theft of Lost, Mislaid or Mistakenly Delivered Property. Delete as covered by U.C.A. 1953, § 76-6-407.

****City Response: Accept**

7-6-23. Receiving Stolen Property. Delete as covered by (and in conflict with) U.C.A. 1953, § 76-6-408.

****City Response: Accept**

7-6-24. Theft of Services. Delete as covered by (and in conflict with) U.C.A. 1953, § 76-6-409.

****City Response: Accept**

7-6-25. Theft by Person Having Custody of Property Pursuant to Repair or Rental Agreement. Delete as covered by U.C.A. 1953, § 76-6-410.

****City Response: Accept**

7-6-26. Theft by Failure to Make Required Payment or Disposition of Property Subject to Legal Obligation - Presumptions - Definitions. Delete as obsolete. This no longer is a state offense.

****City Response: Accept**

7-6-29. Identity Fraud Crime. Delete as covered by (and in conflict with) U.C.A. 1953, § 76-6-1105.

****City Response: Accept**

7-6-30. Theft - Classification of Offense. Delete as covered by (and in conflict with) U.C.A. 1953, § 76-6-412.

****City Response: Accept**

Chapter 7. Offenses Against Public Order and Decency

7-7-1. Riot. Delete as covered by U.C.A. 1953, § 76-9-101.

****City Response: Accept**

7-7-2. Disorderly Conduct. Delete as covered by (and in conflict with) U.C.A. 1953, § 76-9-101.

****City Response: Accept**

7-7-3. Disrupting a Meeting or Procession. Delete as covered by U.C.A. 1953, § 76-9-103.

****City Response: Accept**

7-7-4. Failure to Disperse. Delete as covered by U.C.A. 1953, § 76-9-104.

****City Response: Accept**

7-7-5. Giving a False Alarm. Delete as covered by U.C.A. 1953, § 76-9-105.

****City Response: Accept**

7-7-6. Telephone Harassment. Delete as covered by (and in conflict with) U.C.A. 1953, § 76-9-201.

****City Response: Accept**

7-7-7. Emergency Reporting - Interference - False Report. Delete as covered by U.C.A. 1953, § 76-9-202.

****City Response: Accept**

7-7-8. Definitions. Delete as covered by U.C.A. 1953, § 76-9-401.

****City Response: Accept**

7-7-9. Privacy Violation. Delete as covered by (and in conflict with) U.C.A. 1953, § 76-9-402.

****City Response: Accept**

7-7-10. Communication Abuse. Delete as covered by U.C.A. 1953, § 76-9-403.

****City Response: Accept**

7-7-11. Criminal Defamation. Delete as covered by U.C.A. 1953, § 76-9-404.

****City Response: Accept**

7-7-12. Abuse of Personal Identity. Delete as covered by U.C.A. 1953, § 76-9-407.

****City Response: Accept**

7-7-13. Conveying False or Libelous Material to Newspaper or Broadcasting Stations.

Delete as obsolete—based upon repealed statute.

****City Response: accept - delete**

7-7-14. Abuse of Flag. Delete as covered by (and in conflict with) U.C.A. 1953, § 76-9-601.

****City Response: Accept**

7-7-15. Public Intoxication.

1. Delete subsection (a) and (c) as covered by (and in conflict with) U.C.A. 1953, § 76-9-701.

3. Delete subsection (b) as covered by Code § 7-12-3(g).

****City Response: Delete all except for section (b)**

7-7-16. Lewdness. Delete as covered by (and in conflict with) U.C.A. 1953, § 76-9-702.

****City Response: Accept**

7-7-18. Abuse of a Corpse. Delete as covered by U.C.A. 1953, § 76-9-704.

****City Response: Accept**

7-7-19. Duty to Answer a Police Officer. Delete subsection (a) as covered by (and in conflict with) U.C.A. 1953, § 76-8-301.5, 77-7-15.

****City Response: Accept**

7-7-20. Emergency Reporting Abuse. Delete as covered by U.C.A. 1953, § 76-9-202.

****City Response: Accept**

7-7-21. Damage to or Interruption of a Communication Device. Delete as covered by U.C.A. 1953, § 76-6-108.

****City Response: Accept**

Chapter 8. Offenses Against Government

7-8-1. Definitions. Delete as covered by (and in conflict with) U.C.A. 1953, § 76-8-101.

****City Response: Accept**

7-8-2. Campaign Contributions Not Prohibited. Delete as covered by U.C.A. 1953, § 76-8-102.

****City Response: Accept**

7-8-3. Receiving Bribe or Bribery by Public Servant. Delete as covered by U.C.A. 1953, § 76-8-105, a felony.

****City Response: Accept**

7-8-4. Receiving Bribe or Bribery for Endorsement of Person as Public Servant. Delete as covered by U.C.A. 1953, § 78-6-106.

****City Response: Accept**

7-8-6. Official Misconduct. Delete as covered by U.C.A. 1953, § 76-8-201.

****City Response: Accept**

7-8-7. Unlawful Acts Based on "Inside" Information. Delete as covered by U.C.A. 1953, § 76-8-202.

****City Response: Accept**

7-8-8. Unofficial Misconduct. Delete as covered by U.C.A. 1953, § 76-8-203.

****City Response: Accept**

7-8-9. Interference with a Public Servant or Officer. Delete as covered by U.C.A. 1953, § 76-8-301.

****City Response: Accept**

7-8-10. Picketing or Parading in or Near Court. Delete as covered by U.C.A. 1953, § 76-8-302.

****City Response: Accept**

7-8-12. Interference with Arresting Officer. Delete as covered by (and in conflict with) U.C.A. 1953, § 76-8-305, as amended 2017 Acts ch. 312.

****City Response: Accept**

7-8-13. Obstruction of Justice - Elements - Penalties - Exceptions. Delete as covered by (and in conflict with) U.C.A. 1953, § 76-8-306.

****City Response: Accept**

7-8-14. Failure to Aid a Peace Officer. Delete as covered by U.C.A. 1953, § 76-8-307.

****City Response: Accept**

7-8-17. Failure to Appear or Comply. Delete as covered by U.C.A. 1953, § 77-7-22. See also U.C.A. 1953, § 77-7-18.

****City Response: Accept**

7-8-18. Failure to Pay Over Fine, Forfeiture or Fee. Delete as covered by U.C.A. 1953, § 76-

8-405.

****City Response: Accept**

7-8-19. Injuring or Removing Monuments of Official Surveys. Delete as covered by U.C.A. 1953, § 76-8-415.

****City Response: Accept**

7-8-20. Tampering with Official Notice or Proclamation. Delete as covered by U.C.A. 1953, § 76-8-417.

****City Response: Accept**

7-8-21. Removing, Injuring or Possessing Road Signs. Delete as covered by U.C.A. 1953, § 76-8-420.

****City Response: Accept**

7-8-22. False or Inconsistent Statements. Delete as covered by (and in conflict with) U.C.A. 1953, § 76-8-503.

****City Response: Accept**

7-8-23. Written False Statement. Delete as covered by U.C.A. 1953, § 76-8-504.

****City Response: Accept**

7-8-24. Perjury or False Swearing. Delete as covered by U.C.A. 1953, § 76-8-505.

****City Response: Accept**

7-8-25. False Reports of Offenses to Law Enforcement Officer. Delete as covered by (and in conflict with) U.C.A. 1953, § 76-8-506.

****City Response: Accept**

7-8-26. False Information to a Peace Officer. Delete as covered by U.C.A. 1953, § 76-8-507.

****City Response: Accept**

7-8-27. Falsification or Alteration of Government Record. Delete as covered by (and in conflict with) U.C.A. 1953, § 76-8-511.

****City Response: Accept**

7-8-28. Impersonation of an Officer. Delete as covered by (and in conflict with) U.C.A. 1953, § 76-8-512.

****City Response: Accept**

7-8-29. False Judicial or Official Notice. Delete as covered by U.C.A. 1953, § 76-8-513.

****City Response: Accept**

7-8-30. Unlawful Acts in or About Schools, Colleges or Universities. In subsection (a)(3), so as to avoid constitutional problems (“The right to walk the streets, or to meet publicly with one’s friends for a noble purpose or for no purpose at all---and to do so whenever one pleases---is an integral component of life in a free and ordered society.” *Papachristou v. City of Jacksonville*, 405 U.S. 156, 164, 92 S. Ct. 839, 31 L. Ed. 2d 110 (1972)), delete the words “or about” and

insert in lieu thereof the word “on”.

****City Response: Accept**

Chapter 9. Offenses Against Public Health, Safety, Welfare and Morals

7-9-1. "Place of Business" and "Enclosed Public Place" Defined. Delete subsection (a) as covered by (and in conflict with) U.C.A. 1953, § 76-10-101.

****City Response: Accept**

7-9-2. Advertising Restrictions on Cigarettes and Tobacco. Delete as covered by (and in conflict with) U.C.A. 1953, § 76-10-102.

****City Response: Accept**

7-9-3. Permitting Minors to Use Tobacco in Place of Business. Delete as covered by U.C.A. 1953, § 76-8-103.

****City Response: Accept**

7-9-5. Abuse of Psychotoxic Chemical Solvents. Delete as covered by (and in conflict with) U.C.A. 1953, § 76-10-107.

****City Response: Accept**

7-9-6. Interference with Control of Water. Delete as covered by U.C.A. 1953, § 76-10-201.

****City Response: Accept**

7-9-7. Taking Water out of Turn or Injuring Facilities. Delete as covered by (and in conflict with) U.C.A. 1953, § 76-10-202.

****City Response: Accept**

7-9-8. Fencing of Shaft and Wells and Swimming Pools. Delete as covered by (and in conflict with) U.C.A. 1953, § 76-10-2601.

****City Response: Accept**

7-9-9. Definitions. Delete the definition of shotgun as not needed (not used in ordinance).

****City Response: Accept**

7-9-13. Unlawful use of a laser pointer - Definitions - Penalties. Delete as covered by U.C.A. 1953, § 76-10-2501.

****City Response: Accept**

7-9-17. Soliciting Contributions. Delete as covered by U.C.A. 1953, § 70-10-602, 70-10-603 (and in conflict therewith).

****City Response: Accept**

7-9-18. "Nuisance" Defined. Delete as covered by U.C.A. 1953, § 76-10-801.

****City Response: Accept**

7-9-19. Befouling Waters. Delete as covered by U.C.A. 1953, § 76-10-802.

****City Response: Accept**

7-9-21. Maintaining, Committing or Failing to Remove a Public Nuisance. Delete as covered by U.C.A. 1953, § 76-10-804.

****City Response: Accept**

7-9-22. Carcass or Offal - Prohibition Relating to Disposal. Delete as covered by U.C.A. 1953, § 76-10-805.

****City Response: Accept**

7-9-27. Definitions. Delete as covered by (and in conflict with) U.C.A. 1953, § 76-10-1101.

****City Response: Accept**

7-9-28. Gambling. Delete as covered by U.C.A. 1953, § 76-10-1102.

****City Response: Accept**

7-9-29. Gambling Fraud. Delete as covered by (and in conflict with) U.C.A. 1953, § 76-10-1102.

****City Response: Accept**

7-9-30. Possession of Gambling Device or Record. Delete as covered by U.C.A. 1953, § 76-10-1105—multiple violations are a felony.

****City Response: Accept**

7-9-31. Failure to Prosecute Offenses. Delete as covered by U.C.A. 1953, § 76-10-1106.

****City Response: Accept**

7-9-32. Confidence Game. Delete as covered by U.C.A. 1953, § 76-8-1109.

****City Response: Accept**

7-9-33. Definitions. Delete as covered by (and in conflict with) U.C.A. 1953, § 76-10-1201.

****City Response: Accept**

7-9-34. Pornographic Material or Performance. Delete as covered by (and in conflict with) U.C.A. 1953, § 76-10-1201.

****City Response: Accept**

7-9-35. Distributing Pornographic Material. Delete as covered by (and in conflict with) U.C.A. 1953, § 76-10-1204.

****City Response: Accept**

7-9-36. Affirmative Defenses. Delete as covered by (and in conflict with) U.C.A. 1953, § 76-10-1208.

****City Response: Accept**

7-9-37. Seizure and Disposition of Prohibited Materials. Delete as covered by (and in conflict with) U.C.A. 1953, § 76-10-1212.

****City Response: Accept**

7-9-38. Fornication. Delete as covered by U.C.A. 1953, § 76-7-104.

****City Response: Accept**

7-9-39. Definitions. Delete as covered by (and in conflict with) U.C.A. 1953, § 76-8-1301, as amended 2017 Acts ch. 433.

****City Response: Accept**

7-9-40. Prostitution. Delete as covered by (and in conflict with) U.C.A. 1953, § 76-10-1302

****City Response: Accept**

7-9-41. Patronizing a Prostitute. Delete as covered by (and in conflict with) U.C.A. 1953, § 76-10-1303.

****City Response: Accept**

7-9-42. Aiding Prostitution. Delete as covered by (and in conflict with) U.C.A. 1953, § 76-8-1304, as amended 2017 Acts ch. 433.

****City Response: Accept**

7-9-43. Definition. Delete as not needed.

****City Response: Accept**

7-9-44. Possession of Controlled Substance. Delete as covered by U.C.A. 1953, § 58-37-8.

****City Response: Accept**

7-9-45. Sale and Display of Narcotic and Other Paraphernalia. Delete as covered by (and in conflict with) U.C.A. 1953, § 58-37a-1 et seq.

****City Response: Accept**

7-9-47. Use and Possession of Drug Paraphernalia. Delete as covered by (and in conflict with) U.C.A. 1953, § 58-37a-1 et seq.

****City Response: Accept**

7-10-1—7-10-6. Violations. Delete as covered by title 1.

****City Response: Accept**

Chapter 12. City Parks

7-12-3. Prohibited Activities.

1. In subsection (c), add language recognizing the service animal exemption in U.C.A. 1953, § 62a-5b-104.

****City Response: Accept**

2. In subsection (g), delete the drinking of alcohol prohibition as superseded by Code § 5-2-31.

****City Response: Accept**

3. In subsection (v), delete the hunting prohibition as covered by Code § 7-9-14A.

4. ****City Response: Accept**

Title 8. Fire Prevention

Chapter 1. International Fire Code

8-1-1. Adoption of International Fire Code. So as to avoid adoption by reference problems, revise to adopt the 2015 *International Fire Code*, eliminating the *in futuro* language. This is also consistent with action taken in Code § 4-1-1 and the amendments in Code § 8-1-3. Note that Code § 8-8-3 references the 2012 *IFC* (revise to reference the *IFC* as adopted by the city).

****City Response: Keep – change 8-1-3 to match UCA; Remove “2015 edition” and replace with “currently adopted State edition”**

8-5-4. License Required. Per U.C.A. 1953, § 11-3-3.5, restrict the license to call C common state-approved explosives.

****City Response: “class C common state-approved explosives”**

Chapter 9. Cost Recovery for Hazardous Materials Emergencies

8-9-4. No Admission of Liability. Delete as rules of evidence are beyond the power of the city to provide.

****City Response: Keep as is**

Chapter 8. Appeals, Penalties and Conflicts

8-8-3. Conflicts. Delete the reference to the Life Safety Code. The city does not adopt same.

****City Response: update 2012 to “currently adopted State edition” – otherwise keep as is**

****City Response: “Currently adopted State Edition” to be used in the Fire and Building code as well.**

Life Safety – use “2015 Edition” because State has not adopted

Title 9 Property Maintenance

Chapter 6. Solid Waste Management Regulation

It is assumed that the rules adopted in Code § 9-6-1 do not supersede chapters 4 and 5 of this title. Please confirm.

****City Response: Keep as is; change to reference new number of Jurisdiction 3.1 Valley Health Department Regulations**

Title 10. Health Ordinances

Sections 10-2-1 and 10-3-1 adopt city/county ordinances by reference *in futuro*. Unless such ordinances apply as a matter of law to the city without adoption, this presents the adoption by reference problem and the *in futuro* language should be eliminated.

Chapter 4. Smoking Restrictions in City Government Buildings

Delete as covered by U.C.A. 1953, § 26-38-1 et seq.

****City Response: Delete entire Title**

Title 11. Purchasing Procedures

Chapter 1. Purchasing

11-1-5. Scope. Delete the last sentence of subsection (c). The statute cited has been repealed. It is assumed that there is no intent to adopt the Utah Procurement Code. Alternatively, the city might want to change the reference to be to U.C.A. 1953, § ~~10-7-86~~. **11-39-101**

****City Response: Delete sentence and move financial threshold into 11-1-11 with updated statute**

11-1-11. Construction Projects. As U.C.A. 1953, § 10-7-20 has been repealed, delete the first sentence.

****City Response: Delete first sentence and revise last sentence in 11-1-5 (c) to include updated statute citation and include \$25,000 threshold. Move that sentence as first sentence in 11-1-11**

****May want to include: “municipal construction projects may be accomplished by any method allowed by law, including those identified in 11-39-103”.**

Chapter 3. Constitutional Takings

11-3-7. Guidelines Advisory. As rules of evidence are beyond the power of the city to provide, delete the second sentence.

****City Response: keep as is**

Title 12. Adult Business Regulations

Chapter 1. Massage Establishments

As U.C.A. 1953, § 58-47b-305 preempted licensing of massage therapy to the state, delete the references to a masseur in the following Code sections:

§ 12-1-2
§ 12-1-3
§ 12-1-5
§ 12-1-6
§ 12-1-7
§ 12-1-10
§ 12-1-12

12-1-1. Definitions. Conform definition of “massage or massage therapy” to U.C.A. 1953, § 58-47b-102(6).

****City Response: Leave section as is – no change**

12-1-16. Appointment of Inspectors for the Purpose of Enforcement of this Chapter. Delete the reference to the obsolete department of building and safety.

****City Response: accept**

Chapter 3. Pornography and Obscenity

Delete (§§ 12-3-12 and 12-3-13—which should be tied to statute) as covered by U.C.A. 1953, § 76-10-1201 et seq. These issues are also addressed (*and recommended for deletion*) in Code § 7-9-34 et seq.

****City Response: Leave section 12-3-12 – increase dollar amounts; delete 12-3-13**

Title 13. Streets and Public Improvements

Chapter 2. Street Signs

13-3-2. Amount of Fees. Alter official titles to reference only the community development department and public works department.

****City Response: accept**

Chapter 5. Implementation of Transportation Element of Comprehensive Plan

13-5-1. Purpose. Correct reference to nonexistent U.C.A. 1953, § 10-9-24 to be to U.C.A. 1953, § 10-9a-407.

****City Response: Accept – 10-9a-407**

Title 14. Water System

Chapter 3. Water Conservations

14-3-1. Waste Prohibited. Delete the waste of water prohibition as too vague to enforce.

****City Response: keep as is**

Title 15A. Land Development Code

So that this title may be a “stand-alone” document, redundancies with title 1 have been ignored. It is assumed that the land development code may be renumbered.

Throughout this title change building department to community development department.

****City Response: accept**

Chapter 15A-01. Organization

15A-01-05. Effect on Previous Ordinances and Maps. Delete the first sentence as obsolete.

****City Response: accept**

15A-01-08. How to Use the Land Development Code. Delete as not needed and incorrect. It references non-existent sections. For example, it states that definitions are section 8; definitions are in fact chapter 37. It also states that there is an appendix; as other provisions herein reference the appendix, it is assumed it exists but is not to be codified. In addition, the proposed rearrangement of the Code (see pt. II of the memorandum) makes this section obsolete.

****City Response: accept**

Chapter 15A-02. General Provisions

15A-02-04. Fees. As all fees might not be established in the budget, delete the reference to same. It is assumed that no fee (not just those in the budget) are returnable.

****City Response: accept – delete second sentence**

Chapter 15A-03. Officers, Boards and Commissions

15A-03-03. Land Use Authorities In subsection A (*planning commission*), conform subsection 4 a. (2) to U.C.A. 1953, § 10-9-302(2), as amended 2017 Acts, ch. 84.

****City Response: accept**

Chapter 15A-04. Zone Districts

15A-04-03. Residential Districts.

1. Delete the A-1 district provision; such district apparently does not exist. Assuming this is so delete references in Code §§ 15A-08-02(C)10 and 15A-11-17(C)1c to agricultural districts.

****City Response: keep as is**

2. Add the R-2-8 and R-2-10 districts. See Code §§ 15A-07-02.

****City Response: accept**

3. Delete the listing of special districts and inconsistent with Code § 15A-07-01.

****City Response: add all SD Zones**

15A-04-07. Open Space/Institutional Districts. Delete the H district. No such district is referenced elsewhere in the zoning ordinance.

****City Response: Do not delete – need to add SD-H Special district**

15A-04-08. Overlay Districts. Add the following districts to this section:

1. Historic Sandy Development Overlay Zone. See ch. 15A-12.
2. Sensitive Area Overlay Zone. See ch. 15A-15.
3. Flood Plain Overlay Zone. See ch. 15A-16.
4. Drinking Water Source Protection Overlay Zone. See ch. 15A-17.
5. Historic Resources Overlay Zone. See ch. 15A-18.
6. Sports and Recreation Overlay Zone. See ch. 15A-38.

****City Response: accept**

Chapter 15A-11. Special Use Standards

15A-11-03. Animals (Farm and Household Pets). Subsection B conflicts with Code § 3-3-2 in this this section allows up to six dogs while § 3-3-2 only allows five dogs. Please reconcile.

****City Response: Keep as is (only allows 5 dogs, 6 pets)**

15A-11-08. Residential Facility for Elderly Persons or for Persons with a Disability.

1. In subsection D.5.(e), change building and safety code to building code.
2. In subsection D.5.(g), delete the reference to the Life Safety Code; the city does not adopt such code.
4. In subsection G.1 a., delete the reference to the Life Safety Code; the city does not adopt such code. Also change *Uniform Fire Code* to *International Fire Code*.

****City Response: accept all above (15A-11-08 1-3)**

Chapter 15A-15. Sensitive Area Overlay Zone

15A-15-04. Development Standards for Sensitive Areas. In subsection B.5.e, so as to be consistent with other adopted codes, change 2006 *International Wildland - Urban Interface Code* to 2015 *International Wildland - Urban Interface Code*.

****City Response: Accept**

Chapter 15A-30. Subdivision Review

15A-30-08. Required Subdivision Improvements and Procedures. In subsection C1, change *Uniform Fire Code* to *International Fire Code*.

****City Response: accept**

Chapter 15A-35. Appeals and Variances

15A-35-01. Appeals. In subsection (D) (*time for appeal*) add language recognizing the history preservation exception in U.C.A. 1953, § 10-9a-704, as amended 2017 Acts ch. 17.

****City Response: accept – add language**

15A-35-02. Variances. Delete as covered by U.C.A. 1953, § 10-9a-702.

****City Response: accept and reference to the state code section (Municode confirmed it will be referenced)**

15A-36-03. General Plan. Delete as covered by (and in conflict with) U.C.A. 1953, §§ 10-9a-203, **10-9a-204.**

****City Response: Accept as provided in UCA**

15A-36-04. Zone District Map and Land Development Code. Delete as covered by (and in conflict with) U.C.A. 1953, §§ 10-9a-205, as amended 2017 Acts ch. 84.

****City Response: accept**

15A-36-06. Subdivision plats and amendments. Delete as covered by (and in conflict with) U.C.A. 1953, §§ 10-9a-207.

****City Response: accept**

15A-36-08. Street Vacations, Alteration, Amendments or Closure (not within a subdivision plat). Delete as covered by (and in conflict with) U.C.A. 1953, §§ 10-9a-208.

****City Response: accept**

15A-36-10. Notice Challenge. Delete as covered by (and in conflict with) U.C.A. 1953, §§ 10-9a-209.

****City Response: accept**

Chapter 15A-37. Definitions

In the definition of Alcoholic Beverage Establishments, delete the paragraphs relating to licenses and permits and not definitional in nature.

****City Response: Keep as is**

In the definition of Development Review Meeting, delete the reference to Building & Safety Division as same is a part of the listed Community Development Department.

****City Response: accept**

Title 16. Revenue and Taxation

Chapter 2. Sales and Use Tax Act

16-2-2. Purpose. Delete as not needed.

****City Response: Accept**

16-2-3. Effective Date. Continuance of former ordinance. Delete as obsolete.

****City Response: Accept**

16-2-4. Sales Tax. Per U.C.A. 1953, § 59-12-204(1), revise subsections (a) and (b) to impose the tax “upon those transactions listed in U.C.A. 1953, § 59-12-103(1).” See also U.C.A. 1953, § 59-12-202.

****City Response: Accept**

16-2-5. Use. Delete as covered by the revisions to Code § 16-2-4.

****City Response: Accept**

16-2-6. Contract with State Tax Commission. Delete as not needed. See U.C.A. 1953, § 59-12-206.

****City Response: Accept**

Chapter 3. Telecommunications Service Providers Tax

16-3-1. Definitions. Delete as not needed in light of other changes to this chapter.

****City Response: Accept**

16-3-2. Levy of Tax. Per U.C.A. 1953, §§ 10-1-403(a) 10-1-404, revise to levy the tax “on the telecommunications provider's gross receipts from telecommunications service that are attributed to the city in accordance with U.C.A. 1953, § 10-1-407.”

****City Response: Accept**

16-3-3. Rate. Per U.C.A. 1953, § 10-1-404 and U.C.A. 1953, § 10-1-403(1)(c) revise so that rate is 3.5 percent and is “subject to the requirements of U.C.A. 1953, §§ 10-1-407 and 10-1-403.”

****City Response: Accept**

16-3-4. Rate Limitation and Exemption Therefrom. Delete as obsolete.

****City Response: Accept**

Delete the remainder of this chapter as obsolete.

****City Response: Accept – with statement referring to state code**

Chapter 7. Franchise to Utah Power and Light

If the 1931 franchise has expired, delete this chapter. Alternatively, delete this chapter as not of a general and permanent nature. It would seem that this chapter is obsolete in light of chapter 35 of this title.

Alternatively, the city may wish to list franchises.

****City Response: Accept – replace with language that franchises to be enter into by agreement and list franchise agreements. Have a generic ordinance that states the city may enter into a franchise**

agreement. (Each franchise will not have it's on ordinance).

Chapter 9. Cemetery Fee

Delete as superseded by title 21, ch. 2. In any event, Code § 16-9-4 appears not to be needed.

****City Response: Accept**

Chapter 14. Development Impact Fees

It does not appear that this chapter contains the provisions required by U.C.A. 1953, § 11-36a-402(1)(b), (2) and (3). (This suggests that this ordinance is obsolete.)

****City Response: keep 16-14-3 – a1-2, 4; b, c, and d. preserve section on “credits” and 16-14-2 – Services areas and delete the rest**

Chapter 16. Cable TV Franchise

Delete as not of a general and permanent nature or as obsolete. Per Code § 16-16-1, a 15-year franchise is granted. This chapter is also obsolete in light of chapters 27 and 28 of this title. Alternatively, the city may wish to list franchises.

****City Response: Accept**

Chapter 17. Disconnection Fee

If obsolete, delete. If retained, in Code § 16-17-1 correct statutory references to be to U.C.A. 1953, title 10, ch. 2, pt. 5 (U.C.A. 1953, § 10-2-501 et seq.).

****City Response: Do not delete, retain and update to reference UCA 10-2-501**

Chapter 26. Cable TV Franchise

Delete as not of a general and permanent nature or as obsolete. Per Code § 16-26-1, a 15-year franchise is granted. This chapter is also obsolete in light of chapters 27 and 28 of this title. Alternatively, the city may wish to list franchises.

****City Response: Accept - delete**

Chapter 29. Cable Communications Franchise Grant -- Insight

Delete as not of a general and permanent nature or as obsolete. Per Code § 16-29-2, a 15-year franchise is granted. Alternatively, the city may wish to list franchises.

****City Response: Accept - delete**

Chapter 30. Cable Communications Franchise Grant – TCI

Delete as obsolete. Per Code §§ 16-30-2 and 16-30-7, the ordinance expired in 2008. Alternatively, the city may wish to list franchises.

****City Response: Accept**

Chapter 32. Telecommunications Rights-of-Way Declaration of Findings and Intent; Scope of Ordinance

16-32-3. Excluded Activity. Revise subsection (1) to exemption franchised cable television operators. It

is unclear what franchises are in effect and specific franchise grants should not be codified. Alternatively, the city may wish to list franchises.

****City Response: Accept**

16-32-12. Compensation. Tie application fee to the fee schedule.

****City Response: Accept**

Chapter 33. Municipal Energy Sales and Use Tax

16-33-1. Definitions. Delete as not needed in light of other changes to this chapter.

****City Response: Accept**

16-33-3. Exemptions from the Municipal Energy Sales and Use Tax. Conform subsection (b)(3) to U.C.A. 1953, § 10-1-305(2)(b)(iii).

****City Response: Accept**

Chapter 34. Questar Gas Company Franchise

Delete as not of a general and permanent nature. Per Code § 16-34-5, the ordinance expires no later than January 30, 2020. Alternatively, the city may wish to list franchises.

Chapter 35. Rocky Mountain Power Electric Power Franchise

Delete as not of a general and permanent nature. Per Code § 16-35-5, the ordinance expires on January 30, 2026. Alternatively, the city may wish to list franchises.

****City Response: Need to adopt general ordinance for all franchises that allows us to include a separate agreement with the specific provisions related to each different provider. Chapters 34 & 35**

Title 18. Sewage Disposal

Chapter 1. Sewage Disposal

18-1-5. Criminal Penalties. Conform to U.C.A. 1953, § 19-5-115. N.B. This section is at substantial variance from the statute and how to conform is unclear.

****City Response: Accept and delete entire title**

Title 19. Taxicabs

This chapter is replete with references to a license department and a license division. Please advise of the correct title so that appropriate corrections can be made.

****City Response: Needs to be consistent with Title 5**

Chapter 2. Certificate of Public Convenience and Necessity

19-2-10. Fees for Issuance of Certificate. Tie fees to the fee schedule.

****City Response: Accept**

Chapter 3. Drivers License

19-3-5. Fee to Accompany Application. Tie fee to the fee schedule. If this is done, Code § 19-3-15 should be altered accordingly.

****City Response: Accept**

Chapter 4. Vehicles -- Equipment and Maintenance

19-4-4. Clean and Sanitary Condition of Vehicles. Tie fee in subsection (e) to the fee schedule.

****City Response: Accept**

Chapter 5. Taximeter Rules and Regulations

19-5-15. Fee for Inspection. Tie fee to the fee schedule.

****City Response: Accept**

Chapter 6. Rates

19-6-1. Rates of Hire Established. Please review and advise as to changes necessary to make current.

****City Response: Accept**

19-7-15. Open Stands. Telephone Installation. Delete as obsolete.

****City Response: Accept**

Chapter 9. Enforcement

19-9-3. Penalty. Please review and advise as to changes necessary to make current.

****City Response: Do not delete – revise penalty to Class “C” misdemeanor.**

Title 21. Cemetery City Code

Chapter 1. General Regulations

21-1-1. Administration and Enforcement. If adequately covered by Code § 6-4-5(g), delete.

****City Response: Do not delete – keep as is**

21-1-2. Employee Conflict Of Interest Restrictions. Delete as adequately covered by U.C.A. 1953, § 10-3-1301 et seq. Taken literally, this section prohibits ownership in a mutual fund that owns stocks, bonds or other debt of corporations in the funeral industry.

****City Response: Accept**

Chapter 2. Lots and Gravesites

21-2-7. Unused Lots Purchase by City Personnel Authorized When. Delete the second sentence as adequately covered by U.C.A. 1953, § 10-3-1301 et seq. Taken literally, this section prohibits ownership in a mutual fund that owns stocks, bonds or other debt of corporations in the funeral industry.

****City Response: Do not delete- Keep as is**

Title 22. Legislative Code

Chapter 1. City Council

22-1-1. Council Terms and Districts. Eliminate initial terms of office as obsolete.

****City Response: Accept**

22-1-2. Council Powers. Except for the last two sentences, delete as not needed and adequately covered by U.C.A. 1953, §§ 10-3b-202(1)(d)(ii)(C) and 10-3b-203.

****City Response: Accept – keep second sentence from “may perform all other duties and responsibilities....”**

22-1-3. Meetings of Council.

1. Delete the first sentence of subsection (b) as inconsistent with U.C.A. 1953, § 10-3-502(2)(a). (It is noted that the remainder of subsection (b) is more stringent than U.C.A. 1953, § 10-3-502(2).

****City Response: Keep as is**

2. Delete subsection (d) as covered by U.C.A. 1953, § 52-4-204.

****City Response: Accept**

22-1-4. Meeting Schedules, Agendas and Minutes. Delete subsection (c) as not needed.

****City Response: Accept**

22-1-5. Council Organization and Rules. Delete as covered by U.C.A. 1953, § 10-3b-203.

****City Response: Accept**

22-1-6. Council Vacancies. Delete the first two sentences as covered by U.C.A. 1953, § 10-3-507.

****City Response: Accept**

22-1-7. Staff and Support Personnel. Delete as not needed.

****City Response: Keep as is – do not delete**

Title 23. Judicial Code

23-1-2. Establishment of Judgeships. Delete as not needed.

****City Response: Accept**

23-1-3. Appointment and Term of Office. Delete subsections (a) and (b) as covered by U.C.A. 1953, §§ 78A-7-202, 78A-7-203, 78A-7-208 and 20A-12-201.

****City Response: Accept and delete (c) as process is described in CJA 3-104 Presiding Judges. The court gets to determine how the presiding judge is selected not the executive. The Utah Supreme court selects its chief, not the Governor.**

23-1-4. Qualifications for Office. Delete as not needed.

****City Response: Accept**

23-1-5. Compensation. Delete as covered by U.C.A. 1953, § 78A-7-206.

****City Response: Accept**

23-1-8. Court Support. Except for the first and last sentences, delete as not needed.

****City Response: Accept and replace with:**

23-1-8. Court Administration

The presiding Judge shall be responsible for the overall operation and administration of justice in the Justice Court; however, the Presiding Judge shall approve a Court Administrator through an open and competitive; however, the Presiding Judge shall approve a Court Administrator through an open and competitive process in compliance with applicable with State and City personnel rules, policies and procedures governing Justice court employees. The selection, supervision, and discipline of court personnel, as well as day-to-day administrative operations, shall be managed by the Justice Court Administrator in accordance with Utah Court Rules, City policies and under the direction of the Presiding Judge.

23-1-9. Court Jurisdiction. Delete as not needed.

****City Response: Accept**

23-1-10. Authority of Judges. Delete as not needed.

****City Response: Accept**

****City Response: Also delete the following sections:**

23-1-6. Trial Facilities – Hours of Operations. Delete as not needed. Covered by UCA 1953, § 78A-7-212, 78A-7-213 and CJA 9-105.

23-1-7. Administrative Responsibility. Delete as not needed. Cover by UCA 1953, § 78A-7-210

Traffic Code

Delete the Code sections listed in the left-hand column below as covered by the U.C.A. provisions listed opposite them in the right-hand column below. As asterisk (*) in the left-hand column below means that the Code provisions do not conform to the statute cited opposite them in the right-hand column below. (The city may wish to adopt traffic laws by reference.)

Traffic Code § <i>(definitions)</i> **City Response: Delete all definitions listed here		U.C.A. 1953, § 41-6a-102
2	Alley	(1)
3	Authorized emergency vehicle	(3)
4	Bicycle*	(5)
5	Bus	(6)
9	Crosswalk	(13)
11	Divided highway*	(16)
12.1	Electric Assisted Bicycle	(17)
13	Explosives (only)*	(19)
14	Farm tractor	(20)
16	Gross weight	(25)
17	Highway	(26)
18	Intersection	(28)
19	Island, traffic island, or physical barrier*	(29)
21	Limited-access street, highway, or roadway*	(31)
23	Mobile home	(33)
24	Moped*	(37)
24.1	Motor Assisted Scooter*	(38)
25	Motor vehicle*	(41)
26	Motorcycle*	(39)
27	Motor-driven cycle*	(40)
31	Operator	(44)
33	Park or parking	(45)
35	Peace Officer*	(46)
36	Pedestrian*	(47)
41	Private road or driveway	(51)
42	Railroad	(52)
43	Railroad sign or signal	(53)
44	Railroad train	(54)
45	Right-of-way	(55)
46	Roadway	(56)
47	Safety zone	(57)
48	School bus	(58)
49	Semitrailer	(59)
50	Shoulder area	(60)
51	Sidewalk	(61)
52	Stand or standing	(63)
53	Stop	(64)

55	Stop or stopping	(65)
58	Traffic	(67)
60	Traffic-control signal	(68)
64	Trailer	(71)
65	Truck	(72)
66	Truck tractor	(73)
68	Urban district	(75)
70	Vehicle	(77)
Traffic Code § ** City response: See list at the end		U.C.A. 1953, § 41-6a-
87	Obedience to police and fire department officials	209
89	Persons propelling push carts or riding animals to obey traffic regulations*	213
91	Public employees to obey traffic regulations. Workers and equipment on streets (subsection (1) only)	205
92	Emergency vehicles	212
93	Right of real property owner to regulate traffic	215
94(1)—(3)	Removal of brush, foliage or other obstruction impairing view	216
95	Obedying devices/Obedience to	304
96	Traffic-control signals. Meaning of colored lights and signals. Right and duties of operators and pedestrians.	305
97	Pedestrian signals*	306
98	Flashing red or yellow signals. Rights and duties of operators and pedestrians*	307
99	Prohibition of unauthorized traffic-control devices. Commercial advertising. Public nuisance*	309
100	Interference with traffic-control devices prohibited*	311
101	Failure to observe restricted highway control devices.	905
109	Give name, render assistance*	401 et seq.
110	Accident involving damage to vehicle or other property*	401 et seq.
112	Collision with unattended vehicle*	401 et seq.
113	Accident reports. Duty of operator, witnesses, and investigating officer to forward or render. Supplemental reports*	402--404
116	Garage keeper to report damaged vehicle*	405
117	Accident to livestock in highway. Duty of owner or keeper*	407
119	Driving under the influence of alcohol, drugs, or with specified or unsafe blood alcohol concentration - measurement of blood or breath alcohol - Criminal punishment - Arrest without warrant - Penalties - Suspension or revocation of license*	502 et seq.
119.1	Definitions - Driving with any measurable controlled substance in the body - Penalties - Arrest without warrant*	517
119.2	Ignition interlock devices - Use - Probationer to pay cost - Impecuniosity – Fee*	518
120	Standards for chemical breath analysis – Evidence*	515
121	Admissibility of chemical test results in actions for driving under the influence -- Weight of evidence	516

123 Implied consent to chemical tests for alcohol or drug - Number of tests - Refusal - Warning, report - Hearing, revocation of license - Appeal - Person incapable of refusal - Results of test available - Who may give test – Evidence*	520
124 Drinking in vehicle, open container*	526
125 Impoundment of vehicles.	527
134.5 Vehicle accident. Investigation and report of operator security. Agency action if no security. Surrender of plates. Penalties*	403
135 Prima facie limit [Posted Limits]—only subsection (1)	601
136 Speed regulations -- Safe and appropriate speeds at certain locations -- Prima facie speed limits*	601
137 Definition of reduced speed school zone - Maximum speed in school zone - Operation of warning lights - School crossing guard requirements - Responsibility provisions - Rulemaking authority - Penalty, Minimum fines, Community service - waiver, recordkeeping.	604
138 Driving too slow*	605
139 Speed or acceleration contests*	606
141 Parallel to curb*	1402
145 Motor vehicles left unattended. Brakes to be set and engines stopped*	1403
140 Violation, speed to be stated; Photo Radar (subsection (1) only)	607
148 Stopping or parking. Prohibition as to specified areas*	1401
149 Double parking, standing or stopping*	1401
187 Obstructions to Vision*	1635
188 Muffler*	1626
189 Unusual noises and excessive fumes and smoke*	1626
190 Lights, Brakes and Other Equipment*	1601 et seq., 1504 et seq.
201 Loads Projecting to Rear, Flag and Lights	1606
202 Loads on vehicles must be secured*	1712
208 Duty to operate on right side of roadway. Exceptions*	701
209 Passing vehicles proceeding in opposite directions	703
210 Overtaking and passing vehicles proceeding in same directions	704, 1502
211 Passing upon right. When permissible*	705
212 Passing on left. Prohibition*	706
213 Driving on left side of roadway*	707
214 One-way traffic. Traffic islands	709
215 Laned roadway, weaving (except par. (2))(710, 1502, 903(3)
216 Following another vehicle. Proximity and distance. Space between vehicles in motor caravan. Exception as to funeral procession*	711
217 Driving in dividing section*	712
217 Driving in dividing section	714
220 One-way streets and alleys	709
222 Turning. Manner of executing right or left turn. Signs or markers and obedience to signs or markers* (except (5) and (6))	801
223 Limitations on U-turns*	802
224 Turning movements and required signals, sudden stop or decrease*	804
225 Two way turn lane*	801

226	Turn signals given by hand and arm or approved light device*	804
228	Starting vehicles	803
229	Right-of-way between vehicles*	901
230	Vehicle turning left	903
231	Vehicle entering through street or stop intersection. Effect of collision	902
232	Approaching emergency vehicle - Necessary signals - Stationary emergency vehicle - Duties of respective operators*	904
234	Yield right-of-way signs* (except first sentence)	902
237	Operator to stop at stop sign*	902
239	Emerging from or entering alley or private driveway and driving on sidewall (except pars. (3) and (4))	1702, 907, 1008
241	School bus - Signs and light signals - Flashing amber lights - Flashing red lights - passing school bus - Duty to stop - Travel in opposite direction*	1302
242	Reckless driving	528
248	Backing. When permissible*	106
250	Prohibition as to passenger riding in improper portion of motor vehicle. Exceptions* (except house trailers)	1501, 1703, 1706
252	Opening door*	1704
253	Interfering with control or vision*	1705
256	Television sets in vehicles*	1641
257	Following Emergency Vehicles (subsection (a) only)	1710
258	Fire hose, driving on*	1711
259	Headlights*	1603 et seq.
261	Destructive or injurious materials and dumping*	1712
268	Driving through safety zone.	1202
270	Use of horn	1625
274	Attaching to vehicle unlawful	1104, 1503
275	Driving or riding on sidewalks	1703
278	Islands, markers, etc.	801
281	Drivers and Passengers	1801 et seq.
288	Railroad grade crossing. Duty of pedestrian and vehicle to stop. Driving through, around or under gate or barrier prohibited*	1203, 1005
290	Railroad grade crossing. Duty of buses and certain trucks to stop, look and listen*	1205
291	Duties respecting crawler tractor, power shovel, derrick or other equipment or structure	1206
292	Driving on tracks	1201
293	Obstructing intersection for five minutes	1204
294	Pedestrians subject to traffic-control signals	1001
295	Pedestrians' right-of-way	1002
297	Crossing roadways*	1003
298	Pedestrians and incapacitated persons	1006, 1007
299	Use of roadway by pedestrians*	1009
304	Equipment*	1113, 1114
306	Regular seat required - Carrying more persons than design permits	1103

prohibited.	
306.1 Operation of bicycle or moped on and use of roadway -Duties, Prohibitions.	1105
306.2 Bicycles and human powered vehicle or device to yield right-of-way to pedestrians on sidewalks, paths, or trails - Uses prohibited - Negligent collision prohibited - Speed restrictions - Rights and duties same as pedestrians	1106
306.3 Bicycles - Parking on sidewalk - Prohibitions - Parking on roadway	1107
306.4 Bicycles - Turns - Designated bicycle lanes	1108
306.5 Bicycles - Turn Signals - Exceptions	1109
306.6 Bicycle inspections - At request of officer*	1110
306.7 Bicycle racing - Prohibitions - Exemptions - Exemptions from Traffic Laws	1111
306.8 One hand on handle bars	1112
306.9 Bicycles - Lamps and reflective material required.	1114
336 Motor Assisted Scooters - Conflicting Provisions - Restrictions - Penalties	1115
337 Motorcycle or Motor-Driven Cycle - Place for Operator to Ride - Passengers*	1501
338 Motorcycles, Motor-Driven Cycles, or All-Terrain Type I Vehicles Operations on Public Highways	1502
339 Motorcycle or Motor-Driven Cycle - Attaching to Another Vehicle Prohibited.	1503
340 Motorcycle or Motor-Driven Cycle - Footrests for Passenger - Height of Handlebars Limited	1504
341 Motorcycle or Motor-Driven Cycle - Protective Headgear – Closed Cab Excepted - Electric Assisted Bicycles*	1505

Sec. 73. Duty of police department. Delete subsections (1) and (2) (*Pepperwood subdivision*) as not of a general and permanent nature. There are undoubtedly other such subdivisions. In any event delete the listing of streets as not needed in light of the general language.

****City Response: change Title to “Authority of police department ; Keep 1 & 2 – jurisdiction based on separate agreement – hoping to link to that agreement. Delete specific references to street.**

Sec. 78. City Transportation Engineer. Please review the title city traffic engineer and advise as to changes necessary to make same current.

****City Response: keep as is – do not delete**

Sec. 86. Required Obedience to traffic code. Delete subsection (2) (last sentence) and subsections (2) (a)—(2)(d) as obsolete.

****City Response: Accept**

Sec. 105. Compliance with road excavation regulations. Delete subsection (1) as covered by Code title 13, ch. 1.

****City Response: Accept**

Sec. 108. Moving vehicles involved in accidents. Delete as obsolete. See also U.C.A. 1953, § 41-6a-401.9

****City Response: Accept**

Sec. 111. Concealing identity. Delete as covered by Code § 7-7-19. See also recommendation for same, *supra*.

****City Response: Accept**

Sec. 126. Intoxicated pedestrian. Delete as covered by Code § 7-7-15.

****City Response: Accept**

Sec. 127. Permitting use by habitual user. Delete as obsolete.

****City Response: Accept**

Sec. 128. Intoxicated person in or about a vehicle. Delete as obsolete.

****City Response: Accept**

Sec. 129. Incapable operators. Delete as obsolete.

****City Response: Keep as is**

Sec. 131. Incompetent operators. As to persons under 16 years of age, delete as covered by U.C.A. 1953, § 53-3-204. Delete the remainder as obsolete.

****City Response: Accept**

Sec. 132. Permitting incompetent operator to operate. Except for subsection (2), delete as covered by U.C.A. 1953, §§ 53-3-212 and 53-3-203.

****City Response: Accept and delete entire section**

Sec. 133. Operator's license. Delete as covered by U.C.A. 1953, § 53-3-201.

****City Response: Accept**

Sec. 134.1. No Fault Insurance. Delete as covered by U.C.A. 1953, § 31a-22-301 et seq. and 41-12a-401 et seq.

****City Response: Accept**

Sec. 134.2. Evidence of owner's or operator's security to be carried when operating motor vehicle - Defense - Penalties. Delete as covered by (and in conflict with) U.C.A. 1953, § 41-12a-303.2.

****City Response: Accept**

Sec. 176. Handicapped parking. Delete as covered by U.C.A. 1953, § 41-1a-414.

****City Response: Accept**

Sec. 177. Parking in a fire lane. Deleted as superseded by Code title 8, ch. 4.

****City Response: Accept**

Sec. 182. Taxicab stands to be designated. Delete as covered by Code § 19-7-13.

****City Response: Accept**

Sec. 185. Restricted use of bus and taxicab stands. In subsection (b), delete reference to taxicab as covered by Code § 19-7-16.

****City Response: Accept**

Sec. 191. Inspection of Vehicles. Delete as covered by U.C.A. 1953, § 53-8-205 et seq.

****City Response: Accept**

Secs. 192—198. Registration of Vehicles. Delete as covered by U.C.A. 1953, § 41-1a-401 et seq.

****City Response: Accept**

Secs. 204—206. Weight and width limits. Delete as covered by (and not consistent with) U.C.A. 1953, § 72-7-401 et seq.

****City Response: Accept**

Sec. 207. Licenses for trucks and other non-passenger vehicles. If obsolete, delete. If retained, tie the fee to the fee schedule.

****City Response: Accept**

Sec. 233. Losing right-of-way. Delete as obsolete.

****City Response: Accept**

Secs. 262, 263. Littering. Delete as covered by Code title 7, ch. 11.

****City Response: Accept**

Sec. 267. Parades and processions, permits required. So as to avoid constitutional problems (see *Shuttlesworth v. Birmingham*, 394 U.S. 147, 89 S. Ct. 935, 22 L. Ed. 2d 162 (1969)), revise to provide that the permit is granted unless public safety would be endangered thereby.

****City Response: Accept**

Sec. 273. Record of business. As to taxicabs, delete as superseded by Code § 19-8-1 et seq. If the remainder of this section is obsolete, delete it.

****City Response: Accept**

Sec. 276. Records to be kept by dealers in used cars. If obsolete, delete.

****City Response: Accept**

Sec. 280. Test-driving of Vehicles on Residential Streets. If obsolete, delete.

****City Response: Keep as is – dot not delete**

Sec. 284. Leaving Animals Unattended in Enclosed Vehicles. Delete as covered by Code § 3-1-26(b)(6).

****City Response: Accept**

Sec. 285. Noises Prohibited. Delete as covered by Code title 7, ch. 2.

****City Response: Keep as is – do not delete**

Sec. 308. Condition for immediate appearance before magistrate. Delete as covered by U.C.A. 1953, § 77-7-23.

****City Response: Accept**

Sec. 309. Procedure for requiring appearance when immediate appearance is not made. Delete as covered by U.C.A. 1953, § 77-7-24.

****City Response: Accept**

Sec. 310. Violation of notice to appear. Delete as covered by U.C.A. 1953, § 72-7-22.

****City Response: Accept**

Sec. 311. Improper disposition or cancellation of summons or traffic citation. Delete as covered by U.C.A. 1953, § 77-7-26.

****City Response: Accept**

Sec. 315. Regulation of traffic and parking on school grounds. Change handicapped to disabled

****City Response: Accept and change to read “handicapped or disabled”**

Secs. 319—322. Noise. Delete as covered by Code title 7, ch. 2.

****City Response: Accept**

Secs. 323—335. All-terrain vehicles. Delete as covered by (and in conflict with) U.C.A. 1953, § 41-22-1 et seq.

****City Response: Accept**

Sec. 342. Low Profile Motorized Vehicles Prohibited on Public Property. If obsolete, delete.

****City Response: Keep as is – do not delete (pocket bikes and go-carts are still an issue)**

****City Response: Delete all except the following sections**

090	Use Of Coasters, Skates, Etc. Restricted
106	Drive on New Pavement
129	Incapable Driver
130	Permit incapable operator to operate
142	Angle parking violations
148. R	Fail to park within lines
153	Prohibited parking – snow removal
154	Display Vehicle for sale
154(3)	Display vehicle for sale
155	Park camper/boat/trailer on street
157	Prohibited parking on certain street
203	Commercial vehicle in restricted zone
208(3)	Drive to right of edge line
227	Turn required after signal
238	Cutting corners
244	Negligent collision
245	Auto Assault
247	Negligent operation
249	Improper lookout
254	Operate vehicle with child standing
267	Parades
269	Bicycle lane right of way

280	Test drive veh. – residential area
282	Leave children in vehicle
283	Animals in open vehicle
285	Noises prohibited
315(3)	Cruising, loitering on school property
315(6)	School parking- restricted

PART III. PROPOSED CODE REORGANIZATION

The following table of contents shows the proposed to reorganize the Code. Parenthetical references show the source of provisions.

Chapter

Part I. General Ordinances

1. General Provisions (chs. 1-1 & 1-2)
 - Art. I. In General
 - Art. II. Violations and Penalties
2. Administration
 - Art. I. In General
 - Art. II. City Council (ch. 22-1)
 - Art. III. Administrative Code (title 6)
 - Art. IV. Code of Ethics (ch. 1-3)
 - Art. V. Finance
 - Div. 1. Generally
 - Div. 2. Reinspection Fee (ch.16-12)
 - Div. 3. Repair Fee (ch. 16-15)
 - Art. VI. Purchasing (ch. 11-1)
 - Art. VII. Constitutional Takings (ch. 11-3)
 - Art. VIII. Annexation Fee (ch. 16-1)
 - Art. IX. Disconnection Fee (ch. 16-17)
3. Reserved
4. Alcoholic Beverages (ch. 5-2)
5. Reserved
6. Animals
 - Art. I. In General (ch. 3-1)
 - Art. II. Hobby License (ch. 3-2)
 - Art. III. Dangerous and Prohibited Dogs (ch. 3-3)
 - Art. IV. Feeding of Deer, Elk or Moose (ch. 3-4)
7. Reserved
8. Buildings and Building Regulations ²
 - Art. I. In General
 - Art. II. Technical Codes (ch. 4-1)
9. Reserved

² The city may wish to include this chapter in part II.

- 10. Businesses
 - Art. I. In General
 - Art. II. Business License (ch. 5-1)
 - Art. III. Entertainment Arcades and Devices (ch. 5-4)
 - Art. IV. Swap Meets and Flea Markets (ch. 5-5)
 - Art. V. Public Dance Halls (ch. 5-7)
 - Art. VI. Coupons, Coupon Books and Discount Cards (ch. 5-8)
 - Art. VII. Auctioneers and Auctioneers (ch. 5-14)
 - Art. VIII. Pawnbrokers (ch. 5-15)
 - Art. IX. Home Occupations (ch. 5-16)
 - Art. X. Escort Agencies, Outcall Service Agencies, And Semi-Nude Dancing Agencies (ch. 5-18)
 - Art. XI. Massage Establishments (ch. 12-1)
 - Art. XII. Sexually Oriented Businesses (ch. 12-2)
 - Art. XIII. Taxicabs
 - Div. 1. Generally (chs. 19-1, 19-8)
 - Div. 2. Certificate of Public Convenience and Necessity (ch. 19-2)
 - Div. 3. Drivers License (ch. 19-3)
 - Div. 4. Vehicle Equipment and Maintenance (ch. 19-4)
 - Div. 5. Taximeters (ch. 19-5)
 - Div. 6. Rates (ch. 19-6)
 - Div. 7. Service Regulations (ch. 19-7)
 - Div. 8. Reports (ch. 19-8)
- 12. Cemeteries
 - Art. I. In General (ch. 21-1)
 - Art. II. Lots and Gravesites (ch. 21-2)
 - Art. III. Interment and Disinterment (ch. 21-3)
- 14. Elections (ch. 2-1)
- 16. Emergency Management and Emergency Services
 - Art. I. In General
 - Art. II. Emergency Management
 - Art. III. Alarm Systems (ch. 5-17)
 - Art. IV. Hazardous Material Emergencies Cost Recovery (ch. 8-9)
 - Art. V. Ambulance Service Charges (ch. 16-4)
- 18. Environment and Natural Resources
 - Art. I. In General
 - Art. II. Drinking Water Source Protection (ch. 14-5)
 - Art. III. Watershed Protection (ch. 14-6)
 - Art. IV. Stormwater Management
 - Div. 1. Generally
 - Div. 2. Illicit Discharge and Erosion Control (ch. 17-1)
 - Div. 3. Stormwater Rates and Charges (ch. 17-2)

- 20. Fire Prevention and Protection
 - Art. I. In General (ch. 8-2)
 - Art. II. Fire Code (chs. 8-1, 8-7 and 8-7)
 - Art. III. Fire Hydrant Installation (ch. 8-4)
 - Art. IV. Fire Lanes (ch. 8-4)
 - Art. V. Fireworks
 - Div. 1. Generally (ch. 8-5)
 - Div. 2. Displays (ch. 8-6)
 - Art. VI. Rapid Access Key Boxes (ch. 8-10)

- 22. Health
 - Art. I. In General
 - Art. II. Milk (ch. 10-1)
 - Art. III. Food Service Establishments (ch. 10-2)
 - Art. IV. Food Establishments (ch. 10-3)
 - Art. V. Smoking in “Government Buildings (ch.10-4)

- 24. Justice Court (Title 23)

- 26. Law Enforcement
 - Art. I. In General
 - Art. II. Police Department
 - Div. 1. Generally
 - Div. 2. Lost, Abandoned or Unclaimed Property (ch. 11-2)

- 28. Offenses and Miscellaneous Provisions (title 7, except ch. 7-12.)

- 30. Parks and Recreation (§ 7-1-14 & ch. 7-12)

- 32. Planning³
 - Art. I. In General
 - Art. II. Street Signs (ch. 13-2)
 - Art. III. Regulatory Signs (ch. 13-3)
 - Art. IV. Dedication of Improvement of Public Roads and Streets in Connection with Development (ch. 13-4)
 - Art. V. Implementation of Comprehensive Plan Transportation Element (ch. 13-5)
 - Art. VI. Street Lights (ch. 13-7)
 - Art. VII. Development Fee (ch. 16-10)
 - Art. VIII. Development Inspection Fee (ch. 16-11)
 - Art. IX. Rezoning Fee (ch. 16-13)
 - Art. X. Development Impact Fee (ch. 16-14)

³ The city may wish to include this chapter in part II.

- 34. Property Maintenance
 - Art. I. In General (ch. 9-1)
 - Art. II. Landscaping, Structure and Lot Maintenance (ch. 9-2)
 - Art. III. Weed Control (ch. 9-3)
 - Art. IV. Refuse Storage (ch. 9-5)

- 36. Solid Waste
 - Art. I. In General (§ 9-6-1)
 - Art. II. Collection and Disposal (ch. 9-4)

- 38. Streets, Sidewalks and Other Public Places
 - Art. I. In General
 - Art. II. Excavations (ch. 13-1)
 - Art. III. Sidewalk Repair (ch. 13-6)
 - Art. IV. Use of Public Facilities by Private Parties

- 40. Taxation
 - Art. I. In General
 - Art. II. Sales and Use Tax (ch. 16-2)
 - Art. III. Telecommunications (ch. 16-3)
 - Art. IV. Transient Room Tax (ch. 16-31)
 - Art. V. Energy Sales and Use Tax (ch. 16-33)

- 42. Telecommunications
 - Art. I. In General
 - Art. II. Cable Television
 - Div. 1. Generally
 - Div. 2. Franchises (ch. 16-27)
 - Div. 3. Service Standards (ch. 16-28)
 - Art. III. Right of Way Use (ch. 16-32)

- 44. Utilities
 - Art. I. In General
 - Art. II. Water System
 - Div. 1. Generally (ch. 14-1)
 - Div. 2. Service Extensions (ch. 14-2)
 - Div. 3. Water Conservation (ch. 14-3)
 - Div. 4. Cross Connection Control (ch. 14-4)
 - Art. III. Sewage Disposal (ch. 18-1)

46—100. Reserved

Part. II. Land Development Code

- 101. General and Administrative Provisions; General Plan
 - Art. I. In General (chs. 15A-01, 15A-37)
 - Art. II. Miscellaneous General Provisions (ch. 15A-02)
 - Art. III. Officers, Boards and Commissions (ch. 15A-03)
 - Art. IV. Amendments (ch. 15A-05)
 - Art. V. Notice Requirements (ch. 15A-36)
 - Art. VI. General Plan (ch. 15A-06)
 - Art. VII. Site Plan Review (ch. 15A-32)
 - Art. VIII. Annexation (ch. 15A-34)
- 102. Reserved
- 103. Commercial, Office, Industrial and Transit Corridor Development Standards (ch. 15A-23)
- 104. Reserved
- 105. Condominiums (ch. 15A-31)
- 106. Reserved
- 107. Fences (ch. 15A-28)
- 108. Reserved
- 109. Grading and Excavating (ch. 15A-27)
- 110. Reserved
- 111. Landscaping (ch. 15A-25)
- 112. Reserved
- 113. Manufactured Home Parks (ch. 15A-22)
- 114. Reserved
- 115. Parking, Access and Circulation Requirements (ch. 15A-24)
- 116. Reserved
- 117. Residential Development Standards (ch. 15A-20)
- 118. Reserved
- 119. Signs and Outdoor Advertising (ch. 15A-26)

- 120. Reserved
- 121. Street Address, Naming and Design (ch. 15A-29)
- 122. Reserved
- 123. Subdivisions
 - Art. I. In General
 - Art. II. Approval Procedures (ch. 15A-30)
 - Art. III. Design Standards (ch. 15A-21)
- 124. Reserved
- 125. Zoning/Land Use
 - Art. I. In General (ch. 15A-04)
 - Art. II. Appeals and Variances (ch. 15A-35)
 - Art. III. Residential Districts
 - Div. 1. Generally
 - Div. 2. Uses (ch. 15A-07)
 - Art. I. Commercial and Other Districts
 - Div. 1. Generally
 - Div. 2. Commercial Uses (ch. 15A-08)
 - Div. 3. Institutional Care District (ch. 15A-09)
 - Div. 4. Open Space District (ch. 15A-10)
 - Art. IV. Overlay Districts
 - Div. 1. Generally
 - Div. 2. Historic Sandy Development Overlay Zone (ch. 15A-12)
 - Div. 3. Residential Conservation Overlay Zone (ch. 15A-13)
 - Div. 4. Storefront Conservation Overlay Zone (ch. 15A-14)
 - Div. 5. Sensitive Area Overlay Zone (ch. 15A-15)
 - Div. 6. Floodplain Overlay Zone (ch. 15A-16)
 - Div. 7. Drinking Water Source Protection Overlay Zone (ch. 15A-17)
 - Div. 8. Historic Resources Overlay Zone (ch. 15A-17)
 - Div. 9. Sports and Recreation Overlay Zone (15A3-8)
 - Art. V. Special Development Districts (ch. 15A-19)
 - Art. VI. Conditional Use Permits (ch. 15A-33)
 - Art. VII. Specific Use Standards (ch. 15A-11)

ATTACHMENT A. REVISED CHAPTER 1

ARTICLE I. IN GENERAL

Sec. 1-1. How Code designated and cited.

The ordinances embraced in this and the following chapters shall constitute and be designated the as the "Sandy City Code."

State Law reference— Ordinance codification, U.C.A. 1953, § 10-3-706 et seq.

Sec. 3-1. General definitions and rules of construction.

The following definitions and rules of construction shall apply to this Code and to all ordinances and resolutions unless the context requires otherwise:

Generally. When provisions conflict, the specific shall prevail over the general. All provisions shall be liberally construed so that the intent of the city council may be effectuated. Words and phrases shall be construed according to the common and approved usage of the language, but technical words, technical phrases and words and phrases that have acquired peculiar and appropriate meanings in law shall be construed according to such meanings.

Bribe. The term "bribe" signifies any money, goods, right in action, property, thing of value, or advantage, present or prospective, or any promise or undertaking to give any, asked, given, or accepted, with a corrupt intent to influence unlawfully the person to whom it is given in the person's action, vote, or opinion in any public or official capacity.

City. The term "city" means the Sandy City Corporation.

City council or council. The term "city council" or "council" means the city council of the Sandy City Corporation.

Code. The term "Code" means the Sandy City Code, as designated in section 1-1. The Code consists of parts I and II. While part I is a recodification of general ordinances and part II is a recodification of ordinances pertaining to land development:

- (1) The inclusion in part I of provisions that pertain to land development does not excuse noncompliance with this Code.
- (2) The inclusion of part II of provisions that do not relate to land development does not excuse noncompliance with such provisions.

Computation of time. In computing a period of days, the first day is excluded and the last day is included. If the last day of any period is a Saturday, Sunday or legal holiday, the period is extended to include the next day that is not a Saturday, Sunday or legal holiday. When a person must act within a specified time and service of a notice and service is made by mail, three days shall be added to the time within which the act must be done.

Conjunctions. In a provision involving two or more items, conditions, provisions or events, which items, conditions, provisions or events are connected by the conjunction "and," "or" or "either...or," the conjunction shall be interpreted as follows, except that in appropriate cases, the terms "and" and "or" are interchangeable:

- (1) The term "and" indicates that all the connected terms, conditions, provisions or events apply.

- (2) The term "or" indicates that the connected terms, conditions, provisions or events apply singly or in any combination.
- (3) The term "either...or" indicates that the connected terms, conditions, provisions or events apply singly but not in combination.

Corruptly. The term "corruptly" imports a wrongful design to acquire or cause some pecuniary or other advantage to the person guilty of an act, established either by proof or by presumption of law.

County. The term "county" means Salt Lake County, Utah.

Delegation of authority. A provision that authorizes or requires a city officer or city employee to perform an act or make a decision authorizes such officer or employee to act or make a decision through subordinates.

Gender. Words of one gender include all other genders.

Highway, roads. The words "highway" and "roads" include public bridges, and may be held equivalent to the words "county way," and "county road," "common road," "state road" and "street."

Knowingly. The term "knowingly" imports only a knowledge that the facts exist which brings the act or omission within the provisions of these ordinances. It does not require any knowledge of the unlawfulness of such act or omission.

Includes and including. The terms "includes" and "including" are terms of enlargement and not of limitation or exclusive enumeration, and the use of the terms does not create a presumption that components not expressed are excluded.

Joint authority. A grant of authority to three or more persons as a public body confers the authority to a majority of the number of members, as fixed by statute or ordinance.

May. The term "may" creates discretionary authority or grants permission or a power.

May not. The term "may not" imposes a prohibition.

Month. The term "month" means a calendar month.

Must. The term "must" imposes a duty.

Must not. The term "must not" imposes a prohibition.

Neglect, negligent, negligence, and negligently. The terms "neglect," "negligent," "negligence," and "negligently" import a want of such attention to the nature or probable consequences of the act or omission as a prudent man ordinarily bestows in acting in his own concern.

Number. The singular includes the plural and the plural includes the singular.

Oath. The term "oath" includes an affirmation.

Officers, departments, etc. References to officers, departments, boards, commissions or employees are to city officers, city departments, city boards, city commissions and city employees.

Owner. The term "owner," as applied to property, includes any part owner, joint owner, tenant in common, tenant in partnership, joint tenant or tenant by the entirety of the whole or part of such property.

Person. The term "person" means any corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity.

Personal property. The term "personal property" means any property other than real property.

Premises. The term "premises," as applied to real property, includes land and structures.

Property. The term "property" means real and personal property.

Real property. The term "real property" includes lands, tenements and hereditaments.

Shall. The term "shall" imposes a duty.

Shall not. The term "shall not" imposes a prohibition.

Sidewalk. The term "sidewalk" means that portion of the street between the curb or lateral line of the roadway, and the adjacent property line, intended for the use of pedestrians.

Signature. The term "signature" includes any name, mark, or sign written with the intent to authenticate any instrument or writing.

State. The term "state" means the State of Utah.

State statutes. The abbreviation "U.C.A. 1953" means the Utah Code Annotated, 1953, as now or hereafter amended. References to state acts to so such acts as now or hereafter amended.

Street. The term "street" includes alleys, lanes, courts, boulevards, public ways, public squares, public places, and sidewalks.

Swear. The term "swear" includes the term "affirm."

Tenant, occupant. The term "tenant" or "occupant" applied to a building or land shall include any person who occupies the whole or any part of such building or land, either alone or with others.

Tense. The present tense includes the past and future tenses. The future tense includes the present tense.

Week. The term "week" means a period of seven consecutive days.

Willfully. The term "willfully" when applied to the intent, with which an act is done or omitted, implies simply a purpose or willingness to commit the act or make the omission referred to. It does not require any intent to violate the law, to insure another or to acquire any advantage.

Written. The term "written" includes any form of words, letters, symbols or figures.

Year. The term "year" means 12 consecutive months.

(Prior Code § 1-1-4)

Sec. 1-3. - Catchlines of sections; history notes; references.

(a) The catchlines of the several sections of this Code printed in boldface type are intended as mere catchwords to indicate the contents of the section and are not titles of such sections, or of any part of the section, nor unless expressly so provided shall they be so deemed when any such section, including the catchline, is amended or reenacted.

(b) The history or source notes appearing in parentheses after a section in this Code have no legal effect and only indicate legislative history. Cross references, editor's notes, and state law references that appear in this Code after sections or subsections or that otherwise appear in footnote form are provided for the convenience of the user of this Code and have no legal effect.

(c) Unless specified otherwise, all references to parts, chapters, articles, division, subdivisions or sections are to parts, chapters, articles, division, subdivisions or sections of this Code.

Sec. 1-4. Effect of repeal of ordinances.

(a) Unless specifically provided otherwise, the repeal of a repealing ordinance does not revive the ordinance originally repealed or impair the effect of any savings provision in it.

(b) The repeal or amendment of an ordinance does not affect any punishment or penalty incurred before the repeal took effect, nor does such repeal or amendment affect any suit, prosecution or proceeding pending at the time of the amendment or repeal.

(Prior Code § 1-1-2)

Sec. 1-5. Amendments to Code; effect of new ordinances; amendatory language.

(a) All ordinances adopted subsequent to this Code that amend, repeal or in any way affect this Code may be numbered in accordance with the numbering system of this Code and printed for inclusion in this Code. Portions of this Code repealed by subsequent ordinances may be excluded from this Code by omission from reprinted pages affected thereby.

(b) Amendments to provisions of this Code may be made with the following language: "Section (chapter, article, division or subdivision, as appropriate) _____ of the Sandy City Code is hereby amended to read as follows:"

(c) If a new section, subdivision, division, article or chapter is to be added to this Code, the following language may be used: "Section (chapter, article, division or subdivision, as appropriate) _____ of the Sandy City Code is hereby created to read as follows:"

(d) All provisions desired to be repealed should be repealed specifically by section, subdivision, division, article or chapter number, as appropriate, or by setting out the repealed provisions in full in the repealing ordinance.

State Law reference— Form of ordinances, U.C.A. 1953, §§ 10-3-703.7, 10-3-705.

Sec. 1-6. Supplementation of Code.

(a) Supplements to this Code shall be prepared and printed whenever authorized or directed by the city. A supplement to this Code shall include all substantive permanent and general parts of ordinances adopted during the period covered by the supplement and all changes made thereby in this Code. The pages of the supplement shall be so numbered that they will fit properly into this Code and will, where necessary, replace pages that have become obsolete or partially obsolete. The new pages shall be so prepared that when they have been inserted, this Code will be current through the date of the adoption of the latest ordinance included in the supplement.

(b) In preparing a supplement to this Code, all portions of this Code that have been repealed shall be excluded from this Code by the omission thereof from reprinted pages.

(c) When preparing a supplement to this Code, the person authorized to prepare the supplement may make formal, nonsubstantive changes in ordinances and parts of ordinances included in the supplement, insofar as necessary to do so in order to embody them into a unified Code. For example, the person may:

- (1) Arrange the material into appropriate organizational units.

- (2) Supply appropriate catchlines, headings and titles for chapters, articles, divisions, subdivisions and sections to be included in this Code and make changes in any such catchlines, headings and titles or in any such catchlines, headings and titles already in this Code.
- (3) Assign appropriate numbers to chapters, articles, divisions, subdivisions and sections to be added to this Code.
- (4) Where necessary to accommodate new material, change existing numbers assigned to chapters, articles, divisions, subdivisions or sections.
- (5) Change the words "this ordinance" or similar words to "this chapter," "this article," "this division," "this subdivision," "this section" or "sections _____ to _____" (inserting section numbers to indicate the sections of this Code that embody the substantive sections of the ordinance incorporated in this Code).
- (6) Make other nonsubstantive changes necessary to preserve the original meaning of the ordinances inserted in his Code.

Sec. 1-7. Severability.

If any provision of this Code or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or applications of this Code that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Code are severable.

(Prior Code § 1-1-9)

Sec. 1-8. Provisions deemed continuation of existing ordinances.

The provisions of this Code, insofar as they are substantially the same as legislation adopted by the city relating to the same subject matter, shall be construed as reinstatements and continuations thereof and not as new enactments.

Sec. 1-9. Code does not affect prior offenses or rights.

(a) Nothing in this Code or the ordinance adopting this Code affects any offense or act committed or done, any penalty or forfeiture incurred, or any contract or right established before the effective date of this Code

(b) The adoption of this Code does not authorize any use or the continuation of any use of a structure or premises in violation of any city ordinance on the effective date of this Code.

(Prior Code § 1-1-2)

Sec. 1-10. Certain ordinances not affected by Code.

(a) Nothing in this Code or the ordinance adopting this Code affects the validity of any ordinance or portion of an ordinance not codified in this Code:

- (1) Annexing property into the city or describing the corporate limits.

- (2) Deannexing property or excluding property from the city.
- (3) Promising or guaranteeing the payment of money or authorizing the issuance of bonds or other instruments of indebtedness.
- (4) Authorizing or approving any contract, deed, or agreement.
- (5) Making or approving any appropriation or budget.
- (6) Providing for salaries of city employees or other employee benefits, or job descriptions for employee positions.
- (7) Granting any right or franchise.
- (8) Adopting or amending a comprehensive plan.
- (9) Levying or imposing any special assessment.
- (10) Dedicating, establishing, naming, locating, relocating, opening, paving, widening, repairing or vacating any street.
- (11) Establishing the grade of any street or sidewalk.
- (12) Dedicating, accepting or vacating any plat or subdivision.
- (13) Levying or imposing or otherwise related to property taxes.
- (14) Rezoning property.
- (15) That is temporary, although general in effect.
- (16) That is special, although permanent in effect.
- (17) The purpose of which has been accomplished.

(b) The ordinances designated in subsection (a) of this section continue in full force and effect to the same extent as if published at length in this Code.

Secs. 1-11—1-20. Reserved.

ARTICLE II. VIOLATIONS AND PENALTIES

Sec. 1-21. Definition.

- (a) In this article, the term "violation of this Code" means any of the following:
 - (1) Doing an act that is prohibited or made or declared unlawful, an infraction, an offense, an infraction, a violation or a misdemeanor by ordinance or by rule or regulation authorized by ordinance.
 - (2) Failure to perform an act that is required to be performed by ordinance or by rule or regulation authorized by ordinance.
 - (3) Failure to perform an act if the failure is prohibited or is made or declared unlawful, an infraction, an offense, a violation or a misdemeanor by ordinance or by rule or regulation authorized by ordinance.

(b) In every violation of this Code, there must exist a union or joint operation of act and intent, or criminal negligence

(c) When the provisions of an ordinance prohibit the commission or omission of an act, not only the person actually doing the prohibited thing or omitting the directed act, but also the employer authorizing it and all other persons concerned or aiding or abetting therein shall be guilty of the offense described and liable to the penalty prescribed for the offense.

(d) In this article, the term "violation of this Code" does not include the failure of a city officer or city employee to perform an official duty unless it is specifically provided that the failure to perform the duty is to be punished as provided in this chapter.

(Prior Code §§ 1-2-4, 1-2-5)

Sec. 1-22. Authorized dispositions.

(a) A person who has been convicted of a violation of this Code may be sentenced to any one or more of the following sentences or combination of sentences:

- (1) To pay a fine; or
- (2) To probation; or
- (3) To imprisonment.

(b) This article shall not deprive a court of authority conferred by law to forfeit property, suspend or cancel a license or permit, cite for contempt, or impose any other civil penalty. A civil penalty may be included as a part of any sentence.

(c) Whenever no other penalty is prescribed, any person found guilty of violating any provision of this Code shall be deemed guilty of a class B misdemeanor.

(Prior Code §§ 1-1-3, 1-2-1)

Sec. 1-23. Fines specified.

A person who has been convicted of an offense may be sentenced to pay a fine not exceeding:

- (1) \$1000.00 when the conviction is of a class B misdemeanor;
- (2) \$750.00 when the conviction is of a class C misdemeanor or infraction.

State law reference—Penalty for ordinance violations, U.C.A. 1953, § 10-3-703.

Sec. 1-24. Imprisonment specified.

(a) A person who has been convicted of a class B misdemeanor may be sentenced to a term in the city or county jail not to exceed six months.

(b) A person who has been convicted of a class C misdemeanor may be sentenced to a term in the county or city jail not to exceed ninety days.

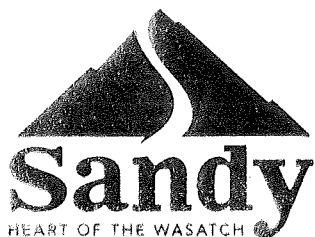
(c) A person who has been convicted of an infraction may not be sentenced to a term in the county or city jail.

Sec. 1-25. Separate offenses.

Except as otherwise provided by law or ordinance:

- (1) With respect to violations of this Code that are continuous with respect to time, each day that the violation continues is a separate offense.
- (2) With respect to other violations, each violation constitutes a separate offense.

(Prior Code § 1-2-6)



To: City Council Members

From: Shane Pace, Assistant CAO *SP*

Subject: Codification of City Code

Date: November 10, 2017

A Committee of employees from various departments has been meeting to review the recommended legal changes submitted by Municode of our ordinances. The purpose of these changes is to ensure our code is not in violation of federal law and does not conflict with State law. Municode also recommends eliminating some sections because they seem no longer necessary. The most common change is to eliminate sections that are the same as State Code to eliminate duplication. The attached document includes the proposed changes by Municode and the Committee's response to the proposed changes in red.

This document does not include the actual code. In order to review the proposed changes you will need to go to the City's website and open the current City Code found in the City Recorder page to review each of the recommendations. Municode is currently preparing the new codified code but we did not want to wait until it was completed before allowing the City Council to review it. If the City Council decides to make further changes, we can then submit those before Municode finalizes the codified code.

It is important to know we did not focus on updating the entire code. Many sections have been updated recently and others, such as the development code, are updated on a regular basis. We believed it was more important to codify the code for the public than spend much more time updating the entire code. Once codified, the City can go back and update sections as necessary.

Title

1. The Code; Ordinances; Ethics (title 1)
2. Elections (title 2)
3. Legislative Code (title 22)
4. Administrative Code (title 6)
5. Judicial Code (title 23)
6. Revenue and Finance (Title 16)
7. Purchasing (Title 11)
8. Water System (Title 14)
9. Stormwater (Title 17)
10. Streets and Public Improvements (Title 13)
11. Cemetery Code
12. Animal Services (Title 3)
13. Public Peace and Safety (Title 7)
14. Traffic Code
15. Business Licensing (Title 5)
16. Adult Businesses (Title 12)
17. Taxicabs (Title 19)
18. Building and Construction (Title 4)
19. Property Maintenance (Title 9)
20. Fire Prevention (Title 8)
21. Unified Development Ordinance (Title 15A).



Staff Report

File #: 18-057, **Version:** 1

Date: 3/6/2018

Agenda Item Title:

Council Member McCandless proposing the development and adoption of a land use restriction for the "Ricahrdson Property."

Presenter:

Council Member Chris McCandless

Description/Background:

Part 1. As mentioned in my comments on January 23, 2018, in 2005, The City Council and Mayor approved of a resolution that recorded a notice on the property owned by Sandy City (copy attached) known as the Bell Canyon property that;

No substantial portion of this property shall be sold or otherwise conveyed by Sandy City to any party unless a majority of Sandy City electors voting in a municipal election have first approved such action.

Also as mentioned in my comments I am now proposing that the current City Council members adopt the same, or a similar resolution and then record a land use restriction on the recent purchase of the Richardson property located adjacent to the Bell Canyon property, as mentioned above, at our earliest convenience and;

Part 2. I am also requesting that we ask the Administration to commence with an RFP to address the planning and public discussion to begin immediately with anticipation that the future plans for recreational amenities and improvements be completed by November 30, 2018 and;

Part 3. That the City Council and Administration seek from the public and other interested parties potential names for the new park, the trail head, and pavilion (if applicable) and that the Council, prior to November 30, 2018 pass by resolution that desired names and;

Part 4. That the Administration be given instruction from the City Council to utilize funds previously designated or alternatively allocated through the 2018-19 budget for the improvements for the new park and;

Part 5. That the Administration uses their best efforts to commence with the improvements that are yet to be approved by January 1, 2019

Further action to be taken:

If the Council supports this initiative, staff should be directed to develop a resolution and bring it back to the Council for review and adoption.

RESOLUTION # 05-77 C

A RESOLUTION APPROVING RESTRICTIONS
ON THE SALE OF REAL PROPERTY

WHEREAS, Sandy City owns approximately 224.24 acres of real property at or near Bell Canyon Reservoir in the City which it maintains for watershed protection and for recreational uses by the Sandy public and which is described in the attached Appendix "A;"

WHEREAS, Sandy City desires to retain ownership of such property until such time as Sandy electors approve otherwise;

WHEREAS, Section 11-1-24(c) authorizes the Mayor of Sandy City to encumber real property owned by the City as follows:

"... every conveyance, gift or encumbrance of inventoried City property shall be made by the Mayor, or under the Mayor's express written authority specifying what items are covered thereby."

WHEREAS, the Sandy City Council hereby expresses its support for the restrictions on Sandy City property described below;

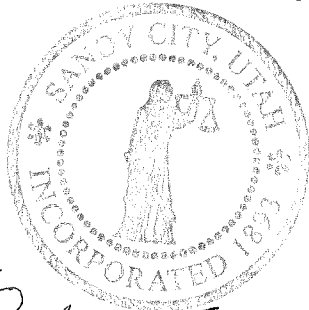
NOW, THEREFORE, BE IT RESOLVED by the City Council of Sandy City, Utah as follows:

1. The City Council approves placement by the Mayor of restrictions on the real property owned by Sandy City and described in Appendix "A" in substantially the following form:

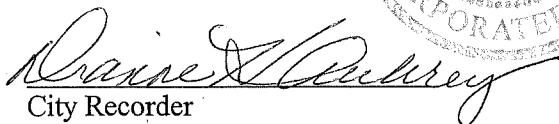
No substantial portion of this property shall be sold or otherwise conveyed by Sandy City to any party unless a majority of Sandy City electors voting in a municipal election have first approved such action.

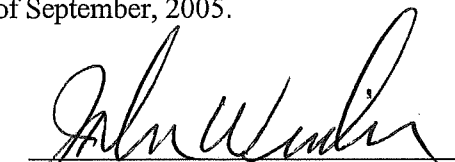
2. The City Council further approves recording by the Mayor of such restrictions with the Salt Lake County Recorder's Office.

ADOPTED by the Sandy City Council this 27 day of September, 2005.



ATTEST:


City Recorder


John Winder, Chairman
Sandy City Council

RECORDED this 28 day of September, 2005.

MICROFILMED

EXHIBIT A

Parcel #28-13-100-001-1001 & 1002, 120 Acres

North ½ of Northwest 1/4 of Section 13 and Southwest Quarter of Southwest 1/4 of Section 12, Township 3 South, Range 1 East, SLB&M.

Parcel #28-11-476-004-1001 & 1002, 0.625 Acres

Beginning at the Southeast corner of Section 11, Township 3 South, Range 1 East, Salt Lake Base and Meridian and running thence West 165 feet, along the South boundary of Section 11 aforesaid, to a granite stone marked WC to cor. 11-12-13-14; thence North 165 feet, parallel, to the East boundary of Section 11 to a ½" x 16" bolt driven flush with the ground; thence East 165 feet, parallel to the South boundary of Section 11 to a granite stone marked WC to corner 11-12-13-14; thence South 165 feet, along the East boundary of Section 11 to point of beginning.

Parcel 28-14-226-002-1001-1002, 3.32 Acres

Beginning at the Northeast corner of Section 14, Township 3 South, Range 1 East, SLB&M; West 138.3 feet; South 35°28' West 232.5 feet; South 16°02' West 223.1 feet; South 59°02' East 226.5 feet; South 53°16' East 133.2 feet; South 204.7 feet; East 33 feet; North 804.7 feet to the point of beginning.

Parcel #28-13-200-001, 80 Acres

North ½ of Northeast 1/4 of Section 13, Township 3 South, Range 1 East, SLB&M.

Parcel #28-11-476-012, 3.49 Acres

East 10 rods of North 70 rods of the Southeast 1/4 of the Southeast 1/4, Section 11, Township 3 South, Range 1 East, Salt Lake Base and Meridian.

More particularly described as beginning at the Northeast corner of said Southeast 1/4 of the Southeast 1/4, Section 11, Township 3 South, Range 1 East, Salt Lake Base and Meridian; South 70 rods; West 10 rods; North 70 rods; East 10 rods to beginning.

Less and excepting therefrom that portion conveyed by Bell Canyon Irrigation Company to Western Consolidated Properties, Inc. and Development Associates, Inc. by Warranty Deed dated May 28, 1993, and recorded June 17, 1993, as Entry No. 5531988, in Book 6688 at Page 1177, described as follows:

Beginning at a point which is North 89°44'00" East 1320.00 feet and North 00°30'49" West 1483.70 feet and North 89°29'11" East 726.00 feet from the South quarter corner of Section 11, Township 3 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 89°29'11" East 429.00 feet; thence South 00°30'49" East 148.44 feet; thence South 55°00'00" East 100.00 feet; thence South 360.00 feet; thence South 22°00'43" West 204.05 feet; thence West 250.00 feet; thence South 76°37'40" West 113.10 feet; thence North 15°00'00" West 274.84 feet; thence North 00°30'49" West 511.83 feet to the point of beginning.

Parcel #28-11-476-007

Beginning at the Southeast Corner of the Archibald Property, said point also being West 171.54 feet from the Southeast Corner of Section 11, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 00°30'49" West 730.00 feet; thence West 250.00 feet; thence South 76°37'40" West 488.43 feet; thence South 24°00'00" West 190.00 feet; thence West 308.00 feet; thence South 0°30'49" East 100.00 feet; thence South 89°44'00" West 50.00 feet; thence South 00°30'49" East 348.65 feet, more or less, to the Southwest Corner of said Archibald Property; thence North 89°44'00" East 1163.00 feet, more or less, to the point of beginning.

Parcel #28-14-202-002

Commencing at the North 1/4 corner of Section 14, Township 3 South, Range 1 East, Salt Lake Base and Meridian; thence North 89°44'00" East along the section line 1032.62 feet to the point of beginning; thence North 89°44'00" East along the Section line 300.00 feet; thence South 0°45'22" West along the 40 acre line 100.00 feet; thence South 89°44'00" west 300.00 feet; thence North 0°45'22" East 100.00 feet to the point of beginning. Contains 29,995 square feet.

11/09/2005 04:21 PM \$0.00
Book - 9215 Pg - 6057-6059
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SANDY CITY
10000 CENTENNIAL PARKWAY
SANDY UT 84070
BY: EPM, DEPUTY - WI 3 P.

QUIT-CLAIM DEED

Bell Canyon Property

Sandy City Corporation, a municipal corporation of the State of Utah, Grantor, hereby QUIT CLAIMS to Sandy City Corporation, Grantee, of Sandy City, County of Salt Lake, State of Utah, for the sum of TEN DOLLARS, the following described tracts of land in Salt Lake County, State of Utah:

Parcel #28-13-100-001-1001 & 1002, 120 Acres

North ½ of Northwest 1/4 of Section 13 and Southwest Quarter of Southwest 1/4 of Section 12, Township 3 South, Range 1 East, SLB&M.

Parcel #28-11-476-004-1001 & 1002, 0.625 Acres

Beginning at the Southeast corner of Section 11, Township 3 South, Range 1 East, Salt Lake Base and Meridian and running thence West 165 feet, along the South boundary of Section 11 aforesaid, to a granite stone marked WC to cor. 11-12-13-14; thence North 165 feet, parallel, to the East boundary of Section 11 to a ½" x 16" bolt driven flush with the ground; thence East 165 feet, parallel to the South boundary of Section 11 to a granite stone marked WC to corner 11-12-13-14; thence South 165 feet, along the East boundary of Section 11 to point of beginning.

Parcel 28-14-226-002-1001-1002, 3.32 Acres

Beginning at the Northeast corner of Section 14, Township 3 South, Range 1 East, SLB&M; West 138.3 feet; South 35°28' West 232.5 feet; South 16°02' West 223.1 feet; South 59°02' East 226.5 feet; South 53°16' East 133.2 feet; South 204.7 feet; East 33 feet; North 804.7 feet to the point of beginning.

Parcel #28-13-200-001, 80 Acres

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Parcel #28-11-476-012, 3.49 Acres

East 10 rods of North 70 rods of the Southeast 1/4 of the Southeast 1/4, Section 11, Township 3 South, Range 1 East, Salt Lake Base and Meridian.

MICROFILMED

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Less and excepting therefrom that portion conveyed by Bell Canyon Irrigation Company to Western Consolidated Properties, Inc. and Development Associates, Inc. by Warranty Deed dated May 28, 1993, and recorded June 17, 1993, as Entry No. 5531988, in Book 6688 at Page 1177, described as follows:

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Parcel #28-14-202-002

Commencing at the North 1/4 corner of Section 14, Township 3 South, Range 1 East, Salt Lake Base and Meridian; thence North 89°44'00" East along the section line 1032.62 feet to the point of beginning; thence North 89°44'00" East along the Section line 300.00 feet; thence South 0°45'22" West along the 40 acre line 100.00 feet; thence South 89°44'00" west 300.00 feet; thence North 0°45'22" East 100.00 feet to the point of beginning. Contains 29,995 square feet.

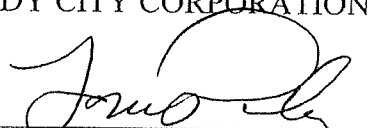
Subject to covenants, restrictions, rights-of-way and easements of record, including but not limited to the following:

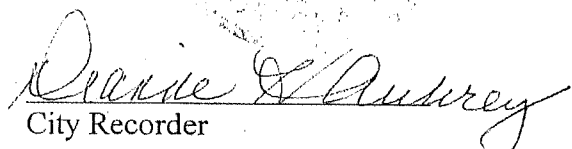
1. Easements granted in favor of Salt Lake County for the construction and maintenance of Wasatch Boulevard.

2. No substantial portion of this property shall be sold or otherwise conveyed by Sandy City to any party unless a majority of Sandy City electors voting in a municipal election have first approved such action. This covenant shall be considered as appurtenant to and running with the land, and shall be binding upon and for the benefit of Sandy City and may be enforced by proceedings to enjoin a violation and for specific performance.

WITNESS the hand of said Grantor this 4 day of November, 2005

SANDY CITY CORPORATION


Thomas M. Dolan, Mayor


City Recorder


ACKNOWLEDGMENT

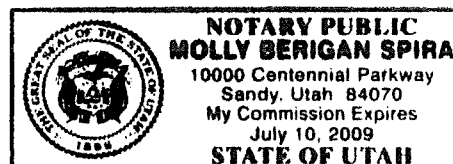
STATE OF UTAH)
 : ss
County of Salt Lake)

On the 4th day of November, 2005, personally appeared before me Thomas M. Dolan and Dianne Aubrey, who being by me duly sworn, did say that they are the Mayor and City Recorder, respectively, of Sandy City, a municipal corporation of the State of Utah, and said persons acknowledged to me that said corporation executed the same.

My Commission Expires:

7/10/2009


NOTARY PUBLIC, Residing in
Sandy, Utah





Staff Report

File #: 18-058, **Version:** 1

Date: 3/6/2018

Agenda Item Title:

Public Works Department recommends the City Council adopt Resolution # 18-07C, An Interlocal Cooperative Agreement with the Utah Transit Authority, regarding Dry Creek Trail tunnel Connection.

Presenter: Mike Gladbach, Public Works Director

Description/Background:

This agreement is part of the distribution of funding for a TIGER grant obtained by UTA and being distributed to a number of projects along the UTA corridor. The tunnel connection qualifies as part of the first-mile last-mile focus by UTA to enhance walk-ability.

Fiscal Impact:

Further action to be taken:

Recommended Action and/or Suggested Motion:

Public Works Department recommends the City Council adopt Resolution # 18-07C

Resolution No. 18-07c

**A RESOLUTION OF THE SANDY CITY COUNCIL APPROVING AN
INTERLOCAL COOPERATION AGREEMENT WITH THE UTAH
TRANSIT AUTHORITY, REGARDING DRY CREEK TRAIL TUNNEL
CONNECTION.**

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Interlocal Act”), public agencies including Sandy City (the “City”) and the Utah Transit Authority (“UTA”), are authorized to enter into mutually advantageous agreements for joint and cooperative actions;

WHEREAS, in 2016, UTA, in cooperation with the City and other agencies submitted a grant application to the United States Department of Transportation seeking a Transportation Investment Generating Economic Recovery (“TIGER”) discretionary grant;

WHEREAS, the United States Department of Transportation published a notice of intent to award UTA the TIGER Grant; and

WHEREAS, the City and UTA desire to enter into an Interlocal Cooperation Agreement (the “Agreement”), substantially in the form attached hereto as **Exhibit A**, which Agreement generally provides for UTA to use TIGER Grant funds, as granted by the United States Department of Transportation, to fund a portion of the City’s Dry Creek Trail Tunnel Connection.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SANDY CITY:

1. The Agreement in substantially the form attached hereto and incorporated herein as **Exhibit A** is approved. The Mayor is authorized to approve any minor modifications, amendments, or revisions to the Agreement as may be in the City’s best interest and in harmony with the intent and purpose of the Agreement. The Mayor is further authorized to execute the Agreement for and on behalf of Sandy City and to take actions reasonably necessary to carry out the intent and purpose of the Agreement and its terms.
2. Pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, the Agreement has been submitted to legal counsel of the City for review and approval as to form and legality.
3. Pursuant to Section 11-13-209 of the Interlocal Act and upon full execution of the Agreement, a duly executed original counterpart thereof shall be filed immediately with the City Recorder, the keeper of records of the City.
4. This resolution takes effect upon adoption. The effective date of the Agreement shall be the date indicated therein.

APPROVED AND ADOPTED on _____, 2018.

Linda Martinez Saville, Council Chair
Sandy City Council

Attest:

Molly Spira, *City Recorder*

Exhibit A

Form of Interlocal Cooperation Agreement

**STAKEHOLDER AGREEMENT
SANDY CITY**

TIGER GRANT

TIGER 2016 GRANT NO.	UTA CONTRACT NO.	STAKEHOLDER CONTRACT NO.
SUMMARY OF CITY PROJECTS: SAN_MUP_1: DRY CREEK TRAIL TUNNEL CONNECTION		PROJECT VALUE OF CITY PROJECTS \$ 2,721,726
		CITY REPRESENTATIVE: RYAN KUMP

This Stakeholder Agreement (“Agreement”) is entered into this ____ day of _____ 2018 by and between the Utah Transit Authority, a public transit district (“UTA”) and Sandy City (“City”).

RECITALS

WHEREAS, UTA provides public transit services in all or parts of Salt Lake, Davis, Weber, Box Elder, Utah and Tooele Counties, and certain interlocal public transit within portions of Summit County;

WHEREAS, Wasatch Front Regional Council (“WFRC”) and Mountainland Association of Governments (“MAG”) are the Metropolitan Planning Organizations for the areas included within the UTA service district;

WHEREAS, in 2016, UTA, in cooperation with the City, WFRC, MAG, the Utah Department of Transportation (“UDOT”) and approximately 30 other public entities (collectively the “Stakeholders”), submitted a grant application (the “Grant Application”) to the United States Department of Transportation seeking a Transportation Investment Generating Economic Recovery (“TIGER”) discretionary grant;

WHEREAS, on or about July 29, 2016, the United States Department of Transportation published notice of its intent to award UTA a TIGER discretionary grant (the “TIGER Grant”) in the amount of \$20 million;

WHEREAS, the eligible scope of the TIGER Grant will be to fund a portion of the design and construction of several multimodal projects (the “TIGER Projects”) that improve transportation connections to UTA’s commuter rail and light rail systems;

WHEREAS, City is a project funding partner with respect to one or more of the TIGER Projects (such subset of the TIGER Projects hereinafter referred to as the “City Projects”) referenced in the Grant Application;

WHEREAS, City has committed to provide or secure local matching funds for the City Projects;

WHEREAS, several other Stakeholders have committed to provide local matching funds for additional TIGER Projects and it is contemplated that UTA will execute identical agreements with such other Stakeholders;

WHEREAS, UTA has committed to provide local matching funds for additional TIGER Projects to be constructed at UTA stations;

WHEREAS, it is economically and logistically in the best interests of UTA and City (as well as the Stakeholders with respect to other TIGER Projects) for UTA to complete both the City Projects and other TIGER Projects under one set of design and construction contracts, with UTA managing the TIGER Grant funds and managing the contractual relationships with selected contractors; and

WHEREAS, the parties and the other Stakeholders all intend that the TIGER Projects will be coordinated and managed in a collaborative manner that reflects good regional planning, the consistent treatment of all Stakeholders and the coordination of all TIGER Projects as one regional first/last mile connection strategy.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the mutual benefits to the parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, the parties agree as follows:

1. PROJECT DESCRIPTION.

- A. All of the Stakeholders intend to collaborate to complete the TIGER Projects (including the City Projects), over the course of approximately five (5) years, with UTA responsible for project management and TIGER Grant oversight.
- B. City has committed to provide funds and/or in-kind contributions, as more particularly set forth herein, for the City Projects.

2. PROJECT ADMINISTRATION AND MANAGER. UTA shall be responsible for administration of the design and construction contracts for the TIGER Projects, and any additional contracts as deemed necessary by UTA. In no event shall UTA be expected or required to enter into contracts, or to take on any obligations, committing UTA to pay amounts in excess of funds that have already been committed to the TIGER Projects. UTA shall administer these contracts in accordance with its procurement and contracting policies and all TIGER Grant requirements.

UTA will assign a Project Manager to manage and administer the TIGER Projects. The Project Manager will be responsible to report to the Policy Committee for oversight and management of the TIGER Projects. The Project Manager shall be Richard Miller.

City will assign a City Representative to coordinate with and participate in decisions with the Project Manager. The City Representative shall be as set forth in the introductory table of this Agreement. The City Representative will have the authority to approve design submittals and make or cause to be made the decisions required of City under this Agreement.

3. TERM. This Agreement shall remain in full force and effect until the TIGER Grant funds, together with the committed local funds, are fully expended and the TIGER Grant has been closed out.

4. PROJECT POLICY COMMITTEE. A Policy Committee has been established for the TIGER Projects, consisting of one individual from each of UTA, UDOT, WFRC, and MAG. The initial representatives are Jerry Benson for UTA, Carlos Bracerias for UDOT, Andrew Gruber for WFRC, and Andrew Jackson for MAG. In the event one of the representatives leaves his or her position with an above-referenced agency, such agency will be responsible for appointing a new representative to the Policy Committee and communicating that to the Stakeholders. The Policy Committee will focus on the overall results and ongoing work of the TIGER Projects, will address any disputes among the Stakeholders involving the TIGER Projects, will seek additional funding as needed and will review and approve budgeting, accounting and other project oversight. All actions of the Policy Committee shall be taken by a majority determination of UTA, UDOT, WFRC, and MAG. All members of the Policy Committee shall be equal in authority. It is acknowledged that all actions of the Project Policy Committee must comply with applicable laws and with the scope, conditions and other requirements applicable to the TIGER Grant, as ultimately executed between UTA and the United States Department of Transportation.

5. **WORK SCOPE.** A general description of the City Projects to be included in the TIGER Projects, together with the City's financial commitment to each of the City Projects, is set forth in Exhibit "A", attached hereto and incorporated herein by this reference. Specific scopes of work will be developed for the City Projects and will be included in a separate Supplement to Stakeholder Agreement ("Supplement"), in the form of Exhibit "B", attached hereto and incorporated herein by reference. The Supplement will identify a budget for design and construction (which shall include a reasonable apportionment of the project management and construction management costs, and a reasonable allocation of the total contingency budget for all TIGER Projects). The budget will be determined based upon information furnished by City and UTA will not be required to verify the accuracy or sufficiency of such information prior to commencing design of each City Project. Each Supplement will also identify a schedule for each City Project. Each Supplement will include appropriate national and/or local standards, including but not limited to NACTO, APWA, AASHTO, UDOT and MUTCD.
6. **PAYMENT/ACCOUNTING.** The local matching funds for each of the City Projects, for each fiscal year as committed by the Stakeholder, will be due to UTA in advance on July 1 of such year, or as otherwise designated in a Supplement. Funds shall be delivered to UTA, payable to "Utah Transit Authority", and delivered c/o Chief Financial Officer, 669 West 200 South, Salt Lake City, Utah. Each specific City Project will not be commenced until the local matching funds for that City Project have been delivered to UTA. To the extent that the Supplement for a City Project indicates additional funding sources (in addition to the TIGER Grant proceeds and corresponding local matching funds), City shall also be responsible for ensuring that the proceeds from such additional funding sources are also delivered to UTA in advance on July 1 or as otherwise designated in a Supplement. UTA shall maintain a financial database of all City funds, additional funding source proceeds, and all expenditures toward the City Projects.

City shall be responsible for any cost overruns (to the extent such overruns are not mitigated by value engineering or scope modifications) with respect to the City Projects. Payment for any cost overruns, as well as any additional scope or modifications requested by City (as more specifically described in Section 11 of this Agreement), shall be made promptly, in the same manner as described herein, and in the case of modifications, in advance, upon receipt of an invoice for the same from UTA. UTA may defer or suspend performance with respect to any City Project for which UTA has not received payment as indicated above. If City is unable to either secure additional funding for a City Project or modify the scope of City Project to fit within the available funding, then City may request that UTA not move forward with the City Project. Upon receipt of such request, UTA shall employ commercially reasonable efforts to remove the City Project from the scope of TIGER Projects and mitigate the incurrence of further costs toward such City Project. City shall be responsible for all costs previously incurred with respect to the City Project and any change order costs or partial termination costs incurred in conjunction with the removal of the City Project from the scope of the TIGER Projects. As applicable, City shall be entitled to any engineering deliverables previously prepared with respect to such City Project in their then-current condition.

To the extent that the actual total cost of designing and constructing the City Projects (exclusive of apportioned project management and construction management costs) is less than the budget indicated in the Supplement, City shall be entitled to a proportionate refund of the local matching funds committed for design and construction costs pursuant to the Supplement. Any such refund shall be payable within a reasonable time after the TIGER Grant has been closed out.

7. **APPROVALS; FEES.** Throughout the Term hereof, City shall expedite any required processes or approval steps to facilitate commencement of work on the City Projects; and further shall pay or waive

any and all filing fees, impact fees, or other charges in completing the approvals and permitting necessary or required for a City Project.

8. **TIGER PROJECTS CONTRACTOR; SELECTION.** City acknowledges that, in accordance with the quantity and diversity of the TIGER Projects, a contractor or contractors shall be selected to complete the work contemplated hereunder. UTA, City, and the other Stakeholders anticipate selection of a contractor and a contracting method that will maximize efficiency in designing and constructing the various separate City Projects and TIGER Projects. UTA will prepare and distribute a Request for Qualifications and/or Request for Proposals for the TIGER Projects. UTA shall assemble a selection committee to review proposals by qualified firms and to select a designer and/or contractor to complete the TIGER Projects. The selection committee shall consist of representatives of UTA and one representative designated by each other member of the Policy Committee. The procurement and selection of a designer and/or contractors will be conducted in compliance with applicable state and federal procurement requirements, as well as applicable UTA policies and procedures for procurement. Negotiations will be conducted with the designer and/or contractor to establish a final work program and fee for the TIGER Projects. Upon selection of the designer and/or contractor, UTA will enter into a contract with the selected designer and/or contractor. UTA shall coordinate with the Policy Committee in such matters as issuing notices to proceed, change orders, accepting the work products of the designer and/or contractor, and similar items.
9. **FEDERAL REQUIREMENTS.** Any and all procurements, contracts and subcontracts related in any way to the City Projects shall be subject to all applicable state and federal laws, rules, regulations and requirements, including but in no way limited to, Buy-America requirements, payment of Davis-Bacon wages, Utah contractor insurance requirements, etc.
10. **UTILITIES; RIGHT-OF-WAY.** City and UTA do not contemplate any necessary property acquisitions or utility relocations for the City Projects. In the event any property acquisition or utility relocation is necessary, such acquisition or relocation shall be completed by City. Any such acquisitions or relocations shall be completed prior to such City Project being placed on that fiscal year's project list; and further all such acquisitions shall be completed in accordance with all applicable federal and state property acquisition rules, regulations, and guidelines, including but not limited to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and regulations promulgated thereunder, and in accordance with UTA (and where applicable, UDOT) policies and procedures. Full documentation of the acquisition process shall be delivered to UTA prior to commencement of work on such City Project.
11. **COMPLETION OF CITY PROJECTS; SCOPE MODIFICATIONS.** No work shall be completed on any City Projects without a fully-executed Supplement, and without payment having been received for the same by UTA, in advance, as outlined herein. The Stakeholders acknowledge that, as a result of the number and scope of City Projects included within the TIGER Projects, any changes to standardized design and plans will likely result in increased costs and schedule impacts. Any changes or additions requested by a Stakeholder to any of the City Projects shall be reviewed by the Policy Committee, and in the Policy Committee's sole discretion, unless necessitated by a critical safety concern, will only be approved if the Stakeholder requesting the change enters into a Modification Supplement, substantially in the form attached hereto as Exhibit "C", agreeing to pay one hundred percent of the cost of such change.
12. **COORDINATION.** City and UTA shall keep each other, and other Stakeholders as appropriate, abreast of substantive communications and activities related to the City Projects.

13. **TIGER FUNDING A CONDITION PRECEDENT.** The terms of this Agreement, and the commitments and obligations hereunder, are conditioned upon and subject to UTA executing a final grant agreement with the Federal Transit Administration, committing the TIGER Grant funds. UTA and the City agree to execute amendments to any Supplement executed pursuant to this Agreement that may be necessary to conform to the final requirements of the TIGER Grant agreement.
14. **AMENDMENTS.** Alterations, extensions, supplements or modifications to the terms of this Agreement as detailed herein shall be agreed to in writing by the parties concerned, incorporated as amendments to this Agreement, and made a part hereof.
15. **COMPLETION/CONTINUING CONTROL.** UTA and City acknowledge that the City Projects are being or will be constructed on City (or, in the case of certain roadway rights-of-way, County or State) property. Except as otherwise indicated in a Supplement, UTA will not have title to any of such property. Nevertheless, the Federal Transit Administration rules and regulations require that UTA, as "grantee" under the TIGER Grant, maintain continuing control over the City Projects. Upon completion of each of the City Projects, UTA will prepare a proposed bill of sale transferring to City (or, if appropriate, the County or State) ownership and maintenance responsibility with respect to the improvements constructed as part of the City Projects and providing for the City's acceptance of such improvements. Final transfer of the improvements will be subject to FTA approval. The bill of sale will contain an acknowledgement and agreement by City to operate, maintain and repair the improvements constructed as part of City Projects in a manner that protects FTA's investment in the City Projects (for the full useful life of such improvements as defined in FTA Circular 5010.1E, and set forth in the bill of sale). Thereafter, City shall provide UTA with an annual report, in the form attached hereto as Exhibit "D", throughout the life of the City Projects (as further described on the report) that will (a) account for the City Projects and include City Project inventory records, (b) detail procedures for asset management and adequate maintenance of equipment and facilities that are a part of the City Projects, (c) ensure that effective and continuing control and accountability are maintained by City for all City Projects, and (d) ensure that the City Projects are properly used and safeguarded, and used solely for their authorized and intended purposes. In the event City shall not complete and provide UTA with the annual report, or in the event City shall not properly maintain the City Projects throughout the life of such City Projects, City shall reimburse the depreciated amount of TIGER Grant funds remaining in the City Projects. Upon completion, any warranty provided by the contractor or manufacturer of any materials, as applicable, shall be transferred to City.
16. **RECORDS.** The Stakeholders acknowledge disclosure and retention of records pursuant to this Agreement is subject to the Utah Government Records Access and Management Act, Utah Code Ann. §63G-7-101, et seq.

IN WITNESS WHEREOF, UTA and City have entered into this Agreement effective the date first set forth herein.

UTAH TRANSIT AUTHORITY

By _____
Title _____
Date: _____

By _____
Title _____
Date: _____

Approved as to Form:

UTA Legal Counsel



SANDY CITY

By John Bull
Title MAYOR
Date: 2/12/18

Attest
By Molly Spira
Title City Recorder
Date: 2/12/18

EXHIBIT "A"

TIGER Projects
City Projects/Financial Commitments

EXHIBIT "B"

Form of Supplement to Stakeholder Agreement

**SUPPLEMENT NO. __ TO
STAKEHOLDER AGREEMENT
_____ CITY**

TIGER GRANT

TIGER 2016 GRANT NO.	UTA CONTRACT NO.	STAKEHOLDER CONTRACT NO.
SUMMARY OF CITY PROJECTS INCLUDED IN THIS SUPPLEMENT:		VALUE OF CITY PROJECTS
		\$
		CITY REPRESENTATIVE:

THIS SUPPLEMENT NO. __ TO STAKEHOLDER AGREEMENT ("Supplement"), made and entered into this ____ day of _____, 2018, by and between **UTAH TRANSIT AUTHORITY**, a public transit district ("UTA"), and Sandy City ("City").

The parties hereto entered in to a Stakeholder Agreement dated _____, (the "Agreement"), which Agreement contemplated execution of this Supplement outlining specific details for the City Projects to be completed thereunder. All definitions and terms of the Agreement remain in full force and effect unless otherwise specified herein.

The parties hereto agree to the specific City Projects, including scope, schedule and budget as follows:

Description of work to be performed, including proposed location:
(Plans/Plan Sheets Attached)

Anticipated duration of work:

Estimated Total Cost of Work:
(Detailed Estimate Attached)

ESTIMATED BUDGET OF THIS SUPPLEMENT: \$ _____

ESTIMATED AMOUNT OF TIGER GRANT PARTICIPATION: \$ _____

ESTIMATED AMOUNT OF CITY PARTICIPATION: \$ _____

ADDITIONAL FUNDING SOURCES: \$ _____

[Add additional Paragraphs and details, as required]

3. Upon full execution of this Supplement and receipt by UTA of the City participation funds to UTA, the contractor will be authorized to proceed with the work covered herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first written above.

UTAH TRANSIT AUTHORITY

By _____
Title _____
Date: _____

By _____
Title _____
Date: _____

Approved as to Form:

UTA Legal Counsel

_____ CITY

By _____
Title _____
Date: _____

By _____
Title _____
Date: _____

EXHIBIT "C"

Form of Modification Supplement

MODIFICATION SUPPLEMENT TO STAKEHOLDER AGREEMENT

This Modification Supplement to Stakeholder Agreement ("Modification") is made and entered into this ____ day of _____ 2018 by and between Utah Transit Authority, a public transit district ("UTA"), and _____ City, a political subdivision of the laws of the State of Utah (the "City"). UTA and the City are hereinafter collectively referred to as the "parties" and either may be referred to individually as "party," all as governed by the context in which such words are used.

RECITALS

WHEREAS, the parties hereto entered in to a Stakeholder Agreement dated _____, (the "Agreement") regarding the construction of TIGER Projects;

WHEREAS, the Agreement contemplated execution of this Supplement outlining specific details for the City Projects to be completed as part of the TIGER Projects;

WHEREAS, the City desired to enhance, modify and/or increase the scope of certain of one or more of the City Projects (the "Modifications");

WHEREAS, UTA, as the contracting party for the TIGER Projects, is willing to cause the TIGER Projects contractor to complete the Modifications provided that the City pay for the incremental costs associated with the Modifications; and

WHEREAS, this Modification is consistent with, and entered in accordance with, the Agreement.

AGREEMENT

NOW THEREFORE, on the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereinafter set forth, the mutual benefits to the Parties to be derived herefrom, and for other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

1. Modifications. The City desires to include additional Modifications to the City Projects described and set forth in Supplement No. ____ to the Agreement, as such Modifications are described on Schedule 1, attached hereto and by this reference made a part hereof. UTA will manage and monitor the work consistent with the other construction performed in conjunction with the TIGER Projects.

[ALTERNATIVE PARAGRAPH 1 – 1. Modifications. Contractor and/or UTA have determined that the City _____]

2. Costs of Modifications. The City will be solely responsible for all actual, allocable and reasonable incremental costs attributable to the Modifications including, without limitation, labor, materials, construction, administrative overhead, taxes and other out of pocket expenses. Payment shall be made to UTA as described in the Agreement; or in the event that such modifications occur or arise as a result of changed conditions, (including by way of example only, soil conditions affecting footings, unidentified utilities, schedule delays, contractor-

requested change orders, etc.), within thirty (30) days of execution of this Modification Supplement.

IN WITNESS WHEREOF, the parties hereto have caused this Modification Supplement to be executed in duplicate as of the date first herein written.

UTAH TRANSIT AUTHORITY

(CITY)

By: _____
Title: _____

By: _____
Title: _____

By: _____
Title: _____

ATTESTED AND COUNTERSIGNED

By: _____

Reviewed and Approved as to Form

UTA Engineering

UTA Legal

EXHIBIT "D"

Annual City Projects Maintenance Report

This report shall be submitted on an annual basis, addressed to UTA as follows:

Utah Transit Authority
Asset Management Group
669 West 200 South
Salt Lake City, UT 84101

This report shall be submitted for ten years from the completion of the City Property, or such longer period as may be requested by UTA.

This report will include the following information submitted in a format reasonably acceptable to UTA:

- A description of the assets constructed as part of the City Project.
- Current photographs of such assets.
- Most recent inspection date.
- Summary of maintenance activities conducted since last report.
- Summary of long term maintenance and capital replacement plan.

**SUPPLEMENT NO. 1 TO
STAKEHOLDER AGREEMENT
SANDY CITY**

TIGER GRANT

TIGER 2016 GRANT NO.	UTA CONTRACT NO.	STAKEHOLDER CONTRACT NO.
SUMMARY OF CITY PROJECTS INCLUDED IN THIS SUPPLEMENT: SAN_MUP_1: DRY CREEK TRAIL TUNNEL CONNECTION		VALUE OF CITY PROJECTS \$ 2,721,726
		CITY REPRESENTATIVE: RYAN KUMP

THIS SUPPLEMENT NO. 1 TO STAKEHOLDER AGREEMENT ("Supplement"), made and entered into this ____ day of _____, 2018, by and between **UTAH TRANSIT AUTHORITY**, a public transit district ("UTA"), and Sandy City ("City").

The parties hereto entered in to a Stakeholder Agreement dated _____, (the "Agreement"), which Agreement contemplated execution of this Supplement outlining specific details for the City Projects to be completed thereunder. All definitions and terms of the Agreement remain in full force and effect unless otherwise specified herein.

The parties hereto agree to the specific City Projects, including scope, schedule and budget as follows:

Description of work to be performed, including proposed location:
(Plans/Plan Sheets Attached)

Anticipated duration of work:

2019 TIGER Projects will begin once the funding partners deposit their City participation funds on or before July 16, 2018. UTA commits the pre-design meeting to occur no later than 2 months upon receipt of participation funds.

Estimated Total Cost of Work:
(Detailed Estimate Attached)

ESTIMATED BUDGET OF THIS SUPPLEMENT:	\$ <u>2,721,726</u>
ESTIMATED AMOUNT OF TIGER GRANT PARTICIPATION:	\$ <u>2,177,381</u>
ESTIMATED AMOUNT OF CITY PARTICIPATION:	\$ <u>544,345</u>
ADDITIONAL FUNDING SOURCES:	\$ <u>N/A</u>

Upon full execution of this Supplement and receipt by UTA of the City participation funds to UTA, the contractor will be authorized to proceed with the work covered herein. UTA shall coordinate the negotiation of the CM/GC Phase 2 contract for this project with the City. This shall include negotiation of lump sum price and payment terms.

UTA will provide the City with CM/GC contractor pay requests. The City may object to proposed contractor payments that do not conform to the Phase 2 contract for the project identified above.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers as of the day and year first written above.

UTAH TRANSIT AUTHORITY

By _____
Title _____
Date: _____

By _____
Title _____
Date: _____

Approved as to Form:

UTA Legal Counsel

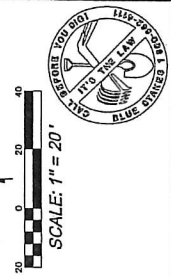
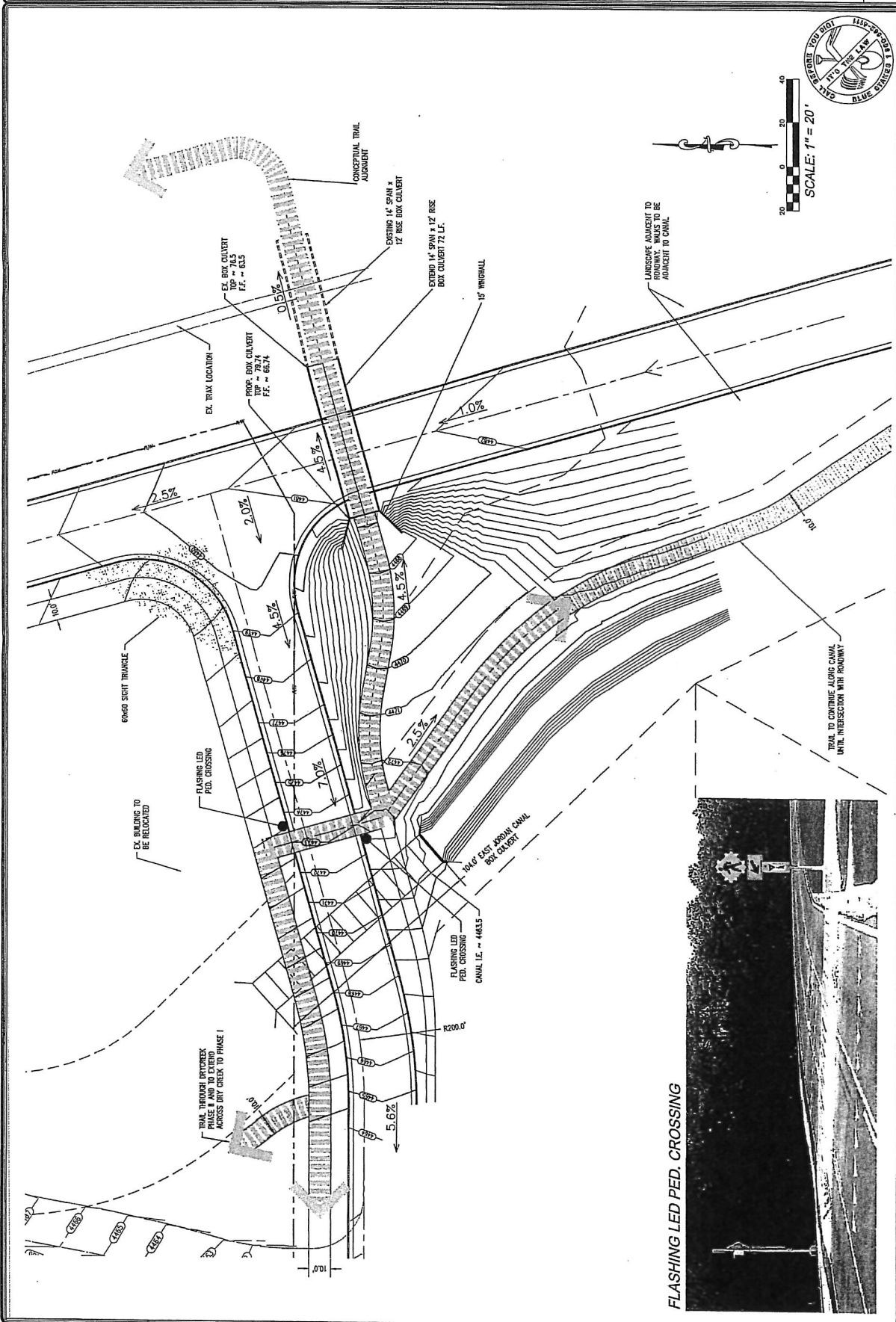
SANDY CITY

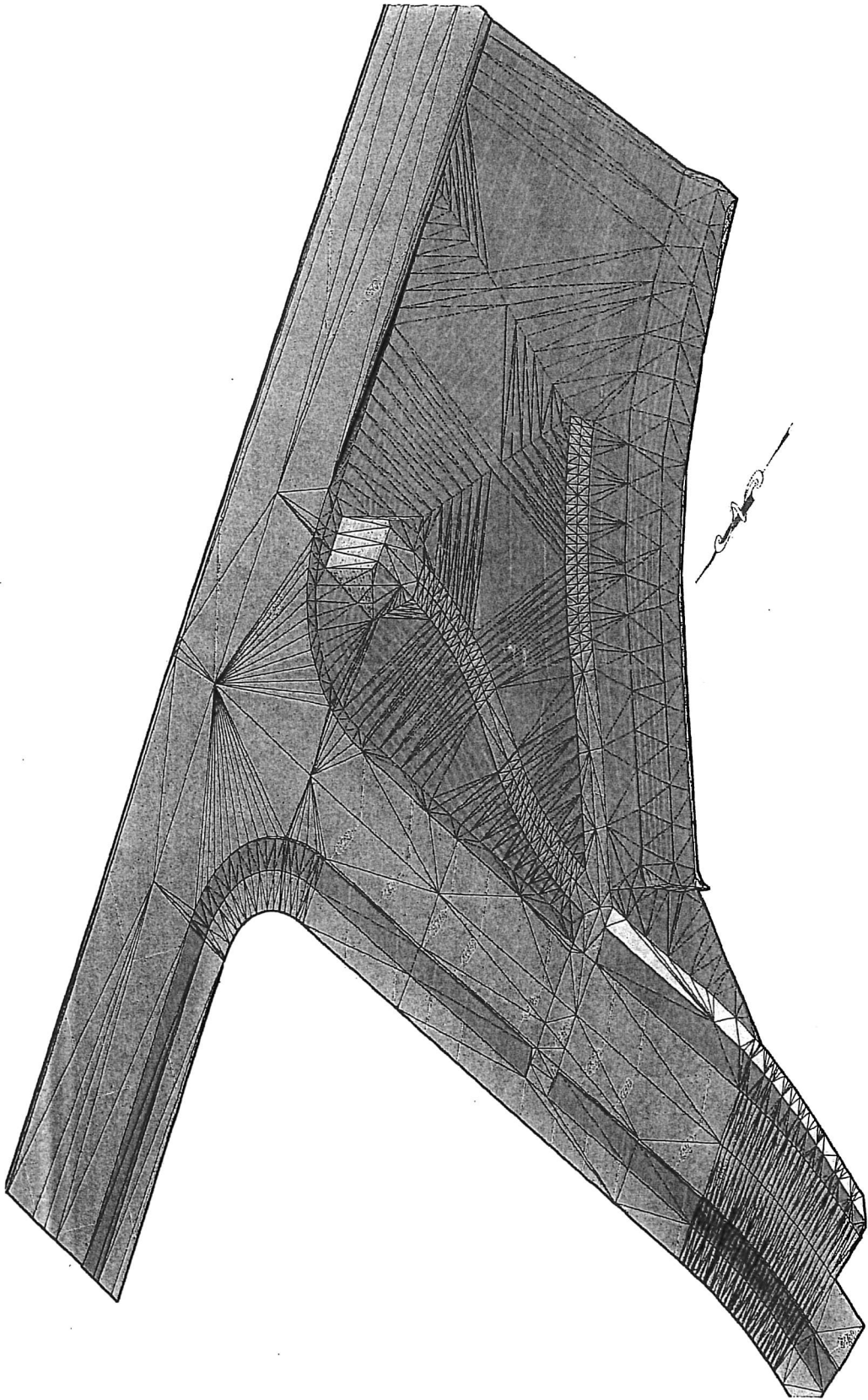
By _____
Title _____
Date: _____


By _____
Title _____
Date: _____

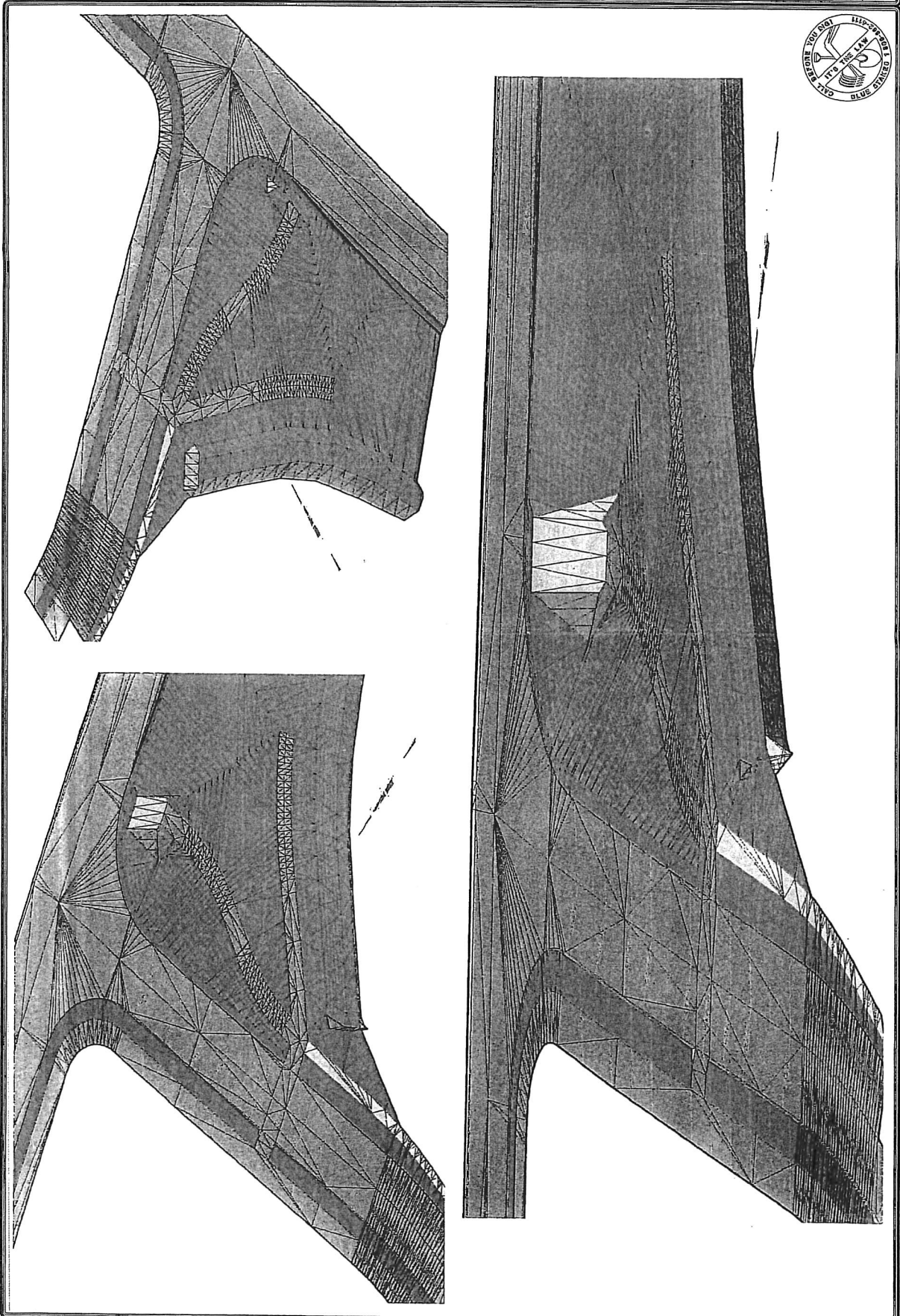
Project ID	Project Description	Project Type	Mileage
SAN_MUP_1	Dry Creek Trail (Tunnel Connection Porter Rockwell Trail to Jordan Canal Trail) – Expose the existing Tunnel that is under the TRAX line at 10200 S and extend it under the Future Beatdigger Blvd.	Multi Use Path	Sat

	CONCEPT 07 SANDY CITY, UTAH 10200 SOUTH AND TRAX BOULDER DEVELOPMENT, INC.	
	DEVELOPED BY: BOULDER DEVELOPMENT, INC. ENGINEERED BY: S.E. SCIENCE, LLC 1000 ARBOR WAY LAYTON, UT 84041 TEL: 801-433-2498	
	DATE: 5/14/2015 REV: 1/2015 DESCRIPTION:	DRAWN BY: P.S.F. CHECKED BY: P.S.F. PROJECT NO.: 581511
	SCALE: AS SHOWN	

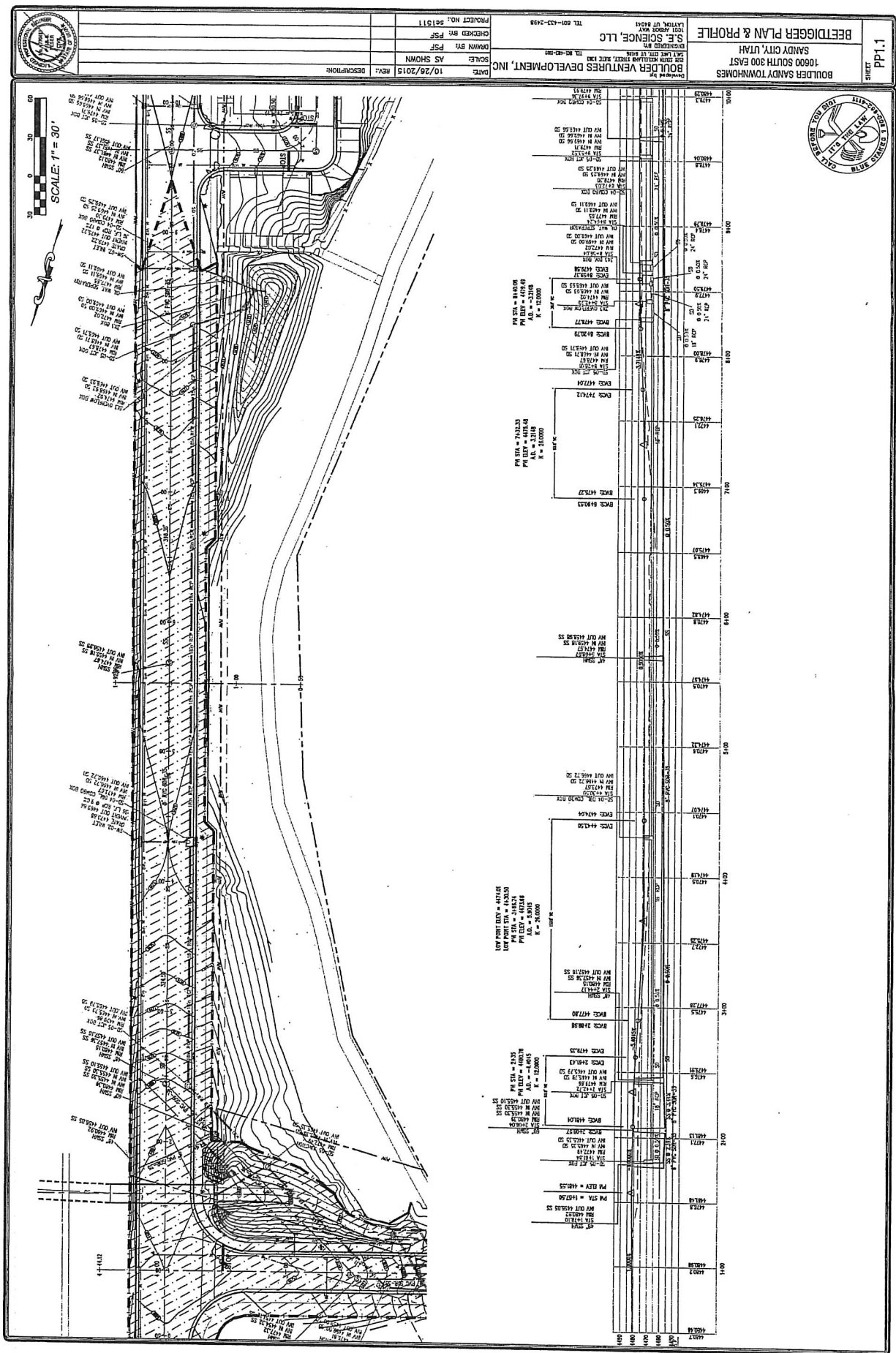




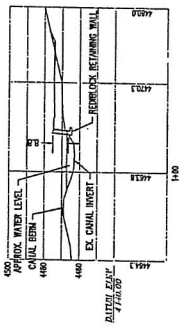
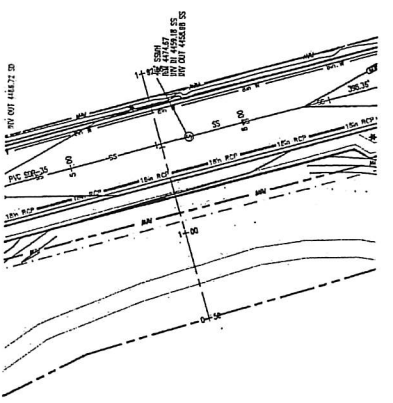
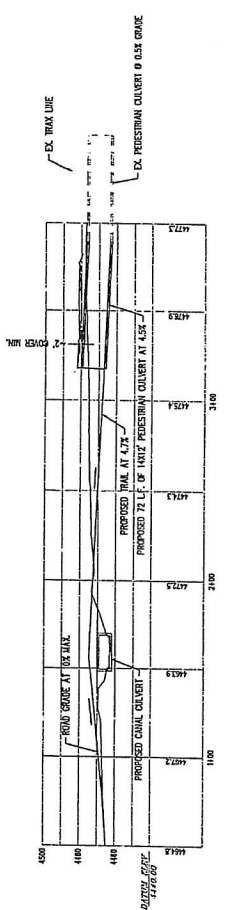
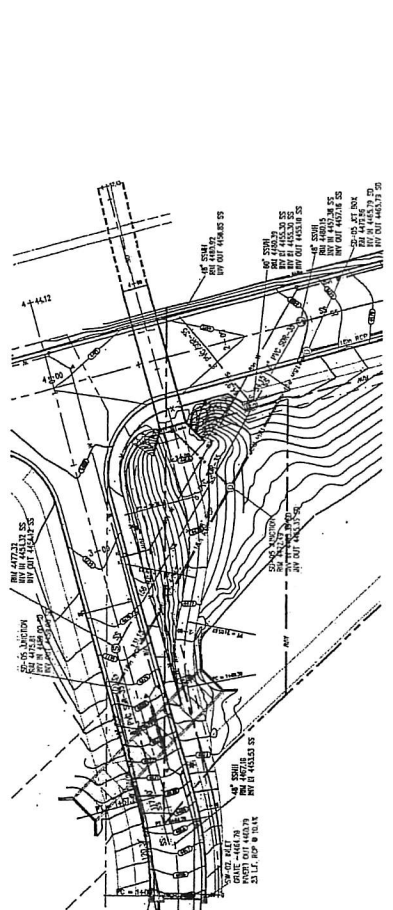
	DATE: 5/14/2015 REV: DESCRIPTION:		DEVELOPED BY: BOULDER DEVELOPMENT, INC. 500 SOUTH WASHINGTON STREET, SUITE 200 SALT LAKE CITY, UT 84101 TEL: 801-433-2400	ENGINEERED BY: S.E. SCIENCE, LLC 1000 ARBOR WAY LAYTON, UT 84041 TEL: 801-433-2400	PROJECT NO.: 581511 CHECKED BY: PSF DRAWN BY: PSF SCALE: AS SHOWN	DRYCREEK AND UTA TRAIL CONCEPT 10200 SOUTH AND TRAX SANDY CITY, UTAH CONCEPT 07 RENDERING	SHEET C 07 R2
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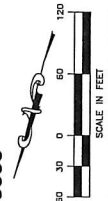
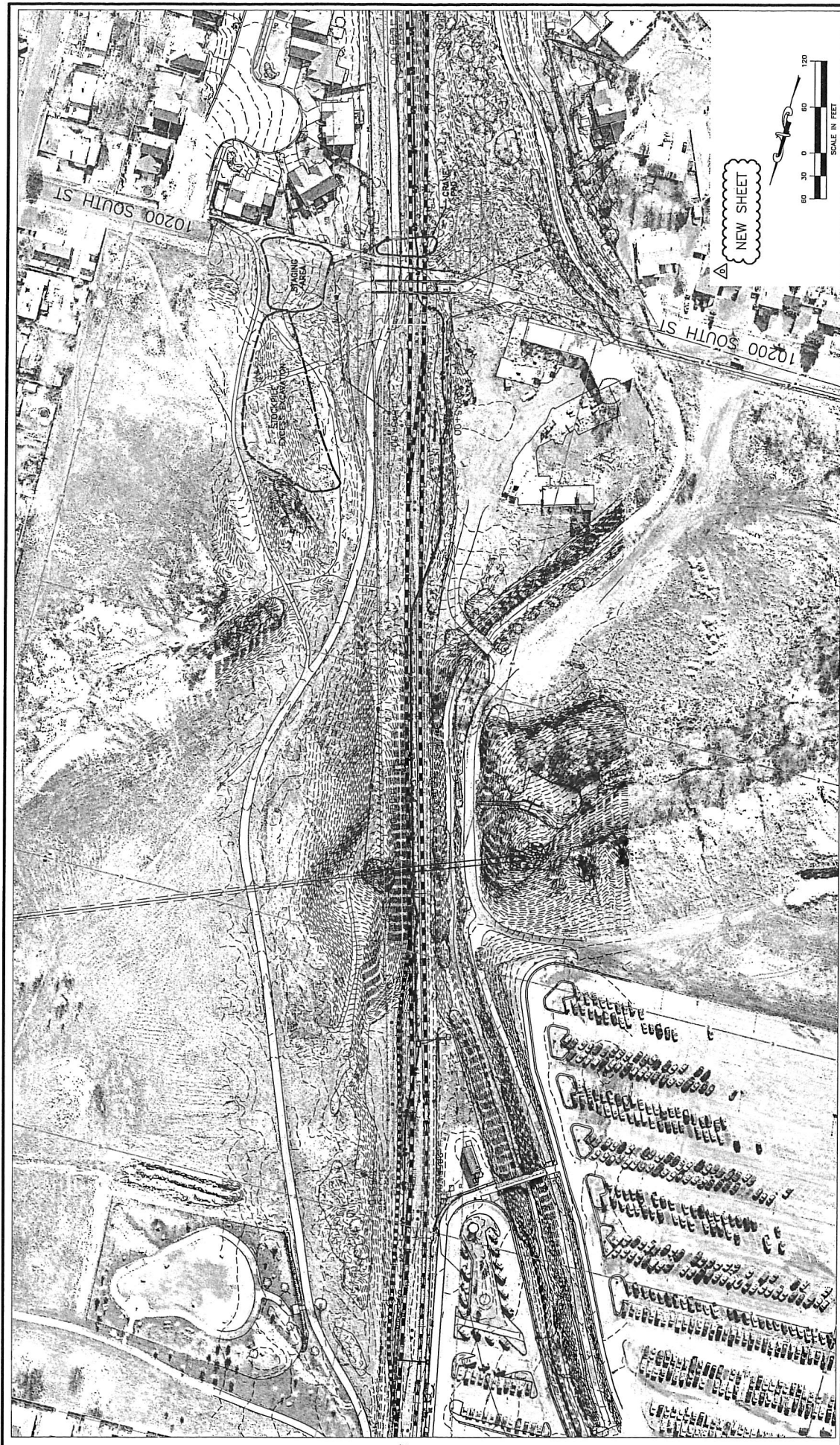




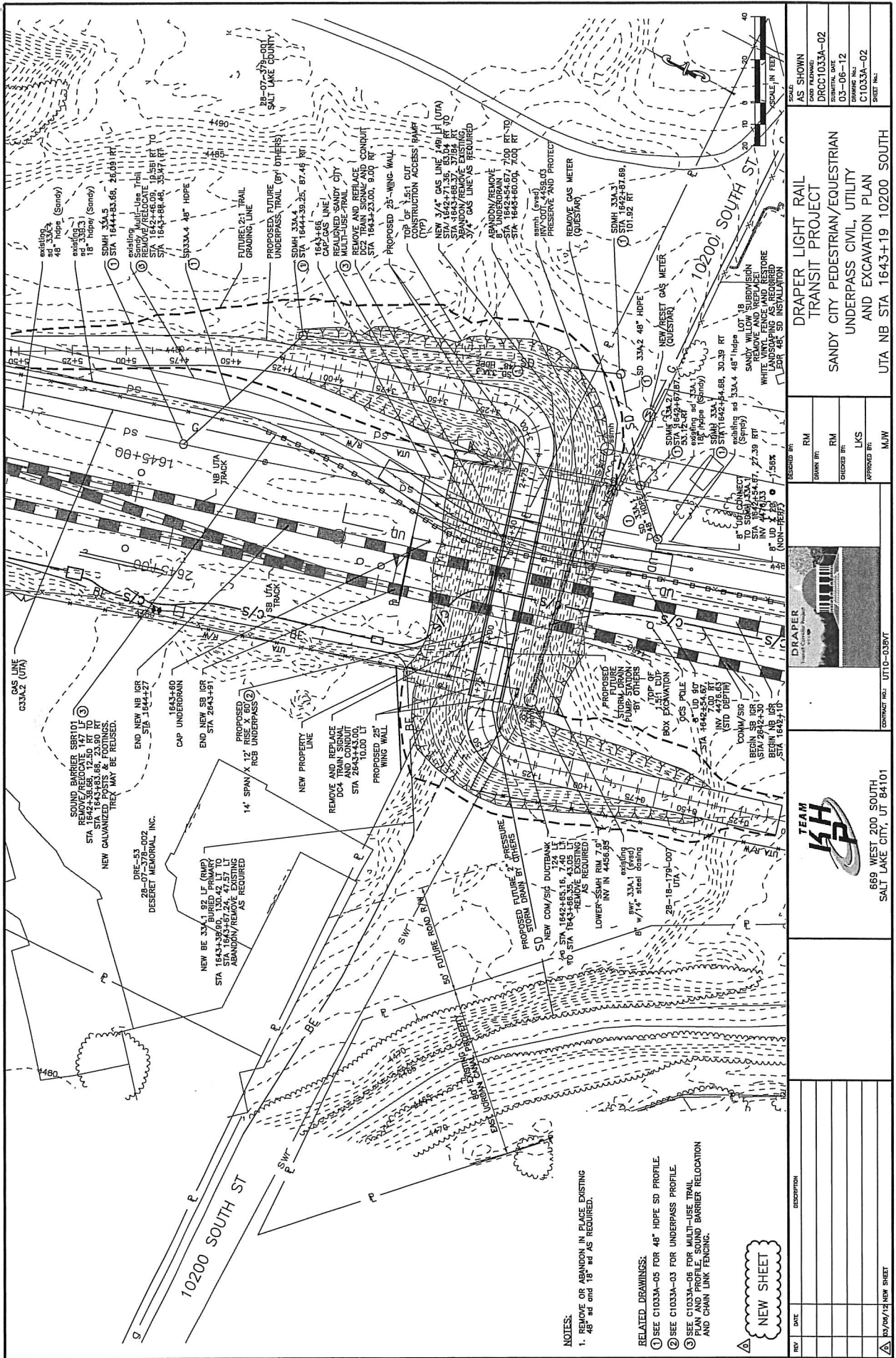


		PLAN & PROFILE SECTIONS SANDY CITY, UTAH 10600 SOUTH 300 EAST BOULDER SANDY TOWNHOMES	
PROJECT NO. 201511 CHECKED BY: PSF DRAWN BY: PSF SCALE: AS SHOWN		DATE: 10/28/2015 DESCRIPTION:	
S.E. SCIENCE, LLC 1000 SOUTH 300 EAST, SUITE 200 SANDY, UTAH 84070		BOULDER SANDY TOWNHOMES 10600 SOUTH 300 EAST SANDY CITY, UTAH	





DRAPER 		TEAM KH 669 WEST 200 SOUTH SALT LAKE CITY, UT 84101		CONTRACT NO.: UT10-038V7	
DESIGNED BY:	RM	DESIGNED BY:	RM	DESIGNED BY:	RM
CHECKED BY:	LKS	CHECKED BY:	LKS	CHECKED BY:	LKS
APPROVED BY:	MAW	APPROVED BY:	MAW	APPROVED BY:	MAW
SCALE: AS SHOWN CADD FILENAME: DRCC1033A-01 SUBMITAL DATE: 03-06-12 DRAWING NO.: C1033A-01 SHEET NO.: 1		DRAPER LIGHT RAIL TRANSIT PROJECT SANDY CITY PEDESTRIAN/EQUESTRIAN UNDERPASS OVERALL PLAN UTA NB STA 1643+19 10200 SOUTH			

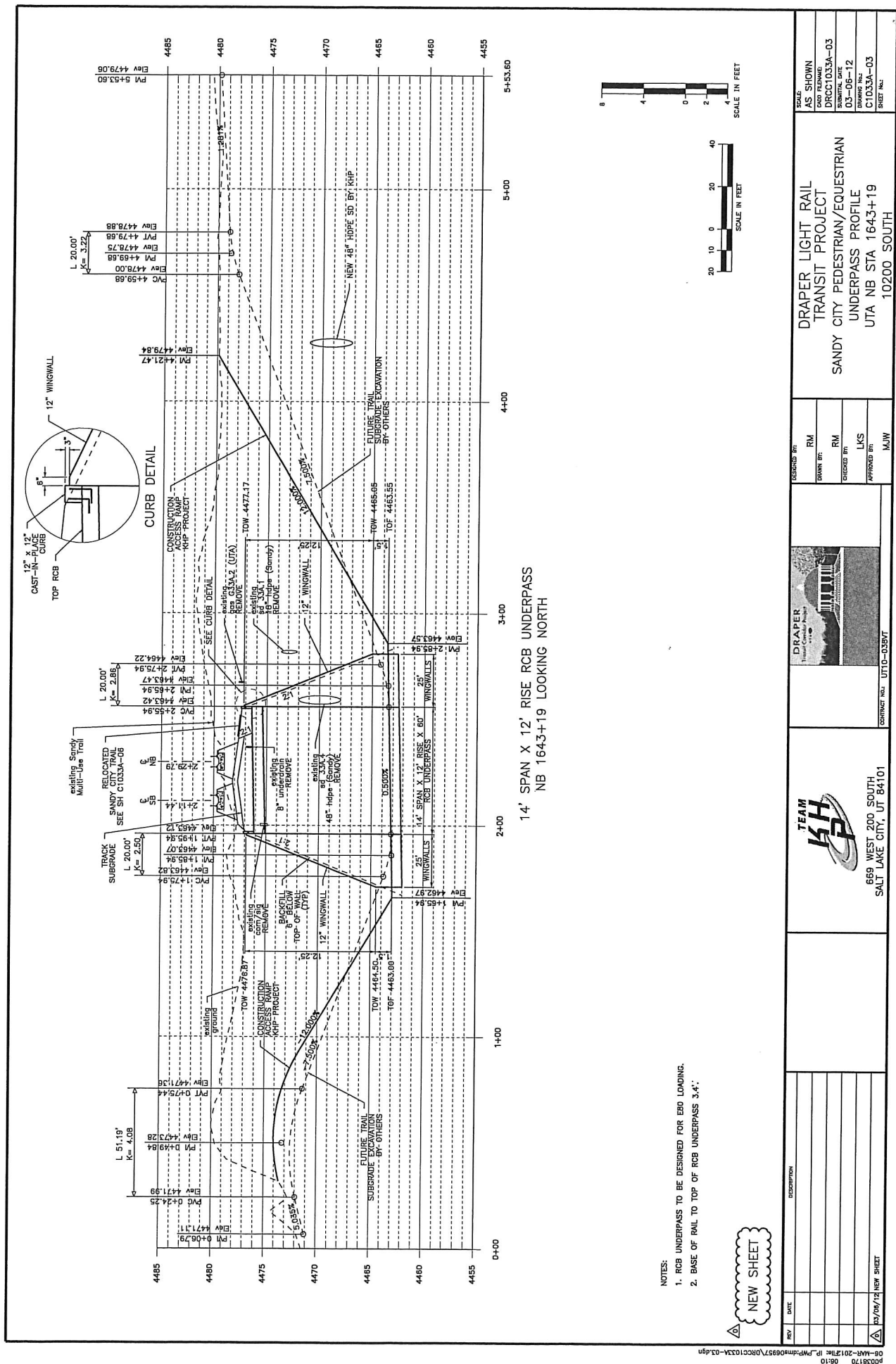


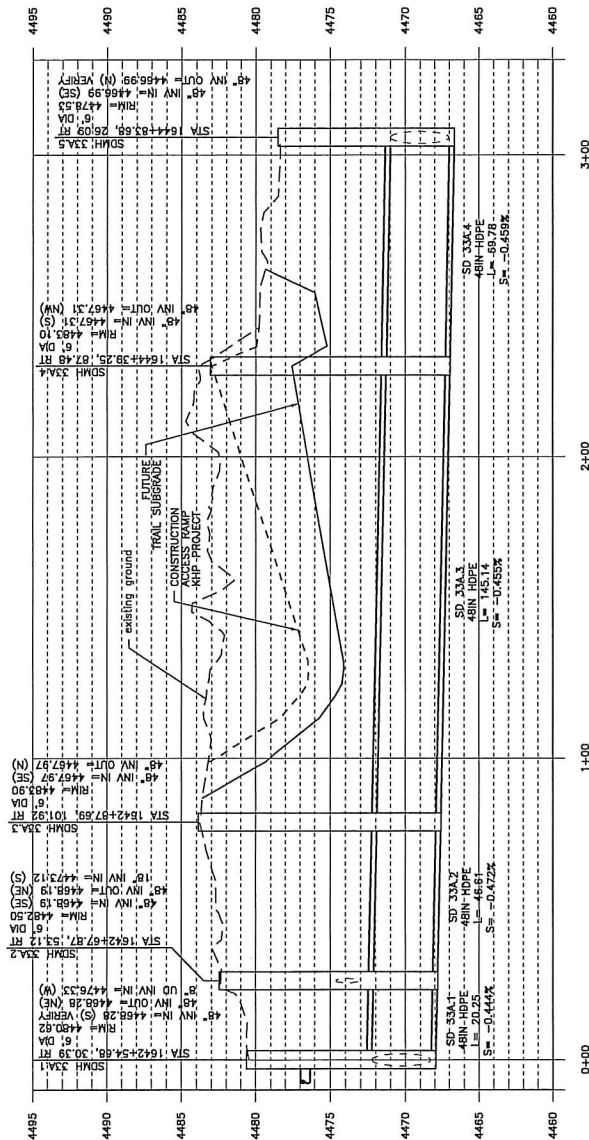
DRAPER LIGHT RAIL TRANSIT PROJECT		AS SHOWN
SANDY CITY PEDESTRIAN/EQUESTRIAN UNDERPASS CIVIL, UTILITY AND EXCAVATION PLAN		DRCC1033A-02
UTA NB STA 1643+19 10200 SOUTH		03-08-12
		C1033A-02
		SHEET 12
		DATE
		BY
		CHECKED BY
		APPROVED BY
		SCALE
		PROJECT NO.
		UTIO-038YT
		669 WEST 200 SOUTH SALT LAKE CITY, UT 84101
		TEAM
		DRAPER
		RM
		RM
		LKS
		MW
		DESCRIPTION
		DATE
		10/06/13 NEW SHEET

NOTES:
1. REMOVE OR ABANDON IN PLACE EXISTING
48" and 18" #4 AS REQUIRED.

RELATED DRAWINGS:
① SEE C1033A-05 FOR 48" HOPE SD PROFILE.
② SEE C1033A-03 FOR UNDERPASS PROFILE.
③ SEE C1033A-08 FOR MULTI-USE TRAIL
PLAN AND PROFILE, SOUND BARRIER RELOCATION
AND CHAIN LINK FENCING.

NEW SHEET



[illegible]



Staff Report

File #: 18-067, **Version:** 2

Date: 3/6/2018

Agenda Item Title:

City Council interview of vendors offering legal services for the City Council.

Presenter:

Dustin Fratto

Description/Background:

On December 12, 2017 The Council directed Council office staff to assemble a RFP seeking contract legal services for the Council. The City Council appropriated \$50,000 in the Council Office FY 2017-18 budget for professional services. During the budget review process, the Council had some discussion about using the funds for contract legal services in the event that the City Attorney was conflicted between positions of the Council and Mayor. It is not likely that the Council would have need of a full-time attorney. However, having an attorney available in the event that the City Attorney is unable to provide advice to both the Council and Mayor, and/or having an attorney present and able to respond to the unique questions that arise from time to time during Council meetings may be advantageous. The RFP for Council legal services was executed near the beginning of January and advertised through normal City Channels by the City Purchasing Agent. In response to the RFP the Council received two proposals. Representatives from both vendors are available this evening to be interviewed by the Council. The vendors will be interviewed in the following alphabetical order:

1. Cowdell Wooley
2. I. Robert Wall, PLLC

Further action to be taken:

Select a vendor to provide legal services for the City Council.