ORDINANCE # 23-08

AN ORDINANCE REVISING TITLE 21 OF THE SANDY CITY MUNICIPAL CODE CHAPTER 2, “GENERAL PROVISIONS”, SECTION 16, “GUARANTEE FOR IMPROVEMENTS”, CHAPTER 11, “SPECIAL USE STANDARDS”, SECTION 10, “SWIMMING POOL REGULATIONS” AND SECTION 24, “WIRELESS TELECOMMUNICATIONS FACILITIES”, CHAPTER 12, “HISTORIC SANDY DEVELOPMENT OVERLAY ZONE”, SECTION 6, “LANDSCAPING”, CHAPTER 13, “RESIDENTIAL CONSERVATION OVERLAY ZONE”, SECTION 7, “LANDSCAPING”, CHAPTER 19, “SPECIAL DEVELOPMENT (SD) DISTRICTS”, SECTION 24, “SD(PO)(UNION HEIGHTS) PROFESSIONAL OFFICE DISTRICT”, CHAPTER 22, “MANUFACTURED HOME PARKS”, SECTION 5, “MAINTENANCE OF PREMISES; MANUFACTURED HOME PARKS”; CHAPTER 23, “COMMERCIAL, OFFICE, INDUSTRIAL, AND TRANSIT CORRIDOR DEVELOPMENT STANDARDS”, SECTION 21, “ADDITIONAL SPECIFIC NONRESIDENTIAL DEVELOPMENT STANDARDS” AND SECTION 24, “MIXED USE DEVELOPMENT STANDARDS”, CHAPTER 25, “LANDSCAPING STANDARDS”, SECTION 2, “COMMERCIAL, INDUSTRIAL, INSTITUTIONAL, AND MULTIFAMILY RESIDENTIAL LANDSCAPING REQUIREMENTS” AND SECTION 4, “WATER EFFICIENT LANDSCAPING”, AND CHAPTER 37, “DEFINITIONS”, SECTION 17, “"P" DEFINITIONS”; ALSO PROVIDING A SAVING CLAUSE AND EFFECTIVE DATE FOR THE ORDINANCE.

WHEREAS, a request has been made to revise Title 21 of the Sandy City Municipal Code, Chapter 2, “General Provisions”, Section 16, “Guarantee for Improvements”, Chapter 11, “Special Use Standards”, Section 10, “Swimming Pool Regulations” and Section 24, “Wireless Telecommunications Facilities”, Chapter 12, “Historic Sandy Development Overlay Zone”, Section 6, “Landscaping”, Chapter 13, “Residential Conservation Overlay Zone”, Section 7, “Landscaping”, Chapter 19, “Special Development (SD) Districts”, Section 24, “SD(PO)(Union Heights) Professional Office District”, Chapter 22, “Manufactured Home Parks”, Section 5, “Maintenance of Premises; Manufactured Home Parks”; Chapter 23, “Commercial, Office, Industrial, and Transit Corridor Development Standards”, Section 21, “Additional Specific Nonresidential Development Standards” and Section 24, “Mixed Use Development Standards”, Chapter 25, “Landscaping Standards”, Section 2, “Commercial, Industrial, Institutional, and Multifamily Residential Landscaping Requirements” and Section 4, “Water Efficient Landscaping”, and Chapter 37, “Definitions”, Section 17, “"P" Definitions”. The purpose of the code amendments is to implement new state legislation relating to improvement completion assurances and to comply with the provisions of the Utah Municipal Land Use, Development and Management Act. The proposed code changes will effectively remove requirements to bond for landscaping unless it is for a public landscaping improvement or essential for public health and safety. The proposed code changes also set forth the requirements for improvement agreements and financial assurance for construction improvements prior to recording a plat or obtaining a building permit; and

WHEREAS, the Planning Commission held a public hearing on June 15, 2023, which meeting was preceded by notice posting in Sandy City Hall, the Sandy City Parks & Recreation

Building, Salt Lake County Library – Sandy, on the Sandy City Website – http://www.sandy.utah.gov, and the Utah Public Notice Website – http://pmn.utah.gov on May 30, 2023; and

WHEREAS, following the public hearing before the Planning Commission, the Commission recommended the amendment to the City Council; and

WHEREAS, a public meeting was held by the Sandy City Council on July 18, 2023 to consider adoption of the proposed amendment; and

WHEREAS, the City Council has been given specific authority in Title 10, Chapter 9a, Utah Code Ann. to adopt land use regulations to regulate the erection, construction, reconstruction, alteration, repair and uses of buildings and structures, and the uses of land; and

WHEREAS, the State legislature has granted welfare power to the City Council, independent, apart from, and in addition to, its specific grants of legislative authority, which enables the City to pass ordinances which are reasonable and appropriate to the objectives of that power, i.e., providing for the public safety, health, morals, and welfare; and

WHEREAS, the forgoing legitimate governmental objectives are achieved by reasonable means, in that any adverse impact on private property value or use has been carefully balanced against the corresponding gain to the public; and the regulations have been calculated, on recommendation of City planning staff to permit property owners to beneficially use their properties for the practical purposes to which the property is reasonably adaptable; and procedures have been established by the Land Development Code and Utah Code Ann. Whereby appeals can be heard and decided if it is alleged that there is legislative or administrative error, or where a special exception or variance to the ordinance is required.

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

Section 1. Amendment. Title 21 is amended as shown on **Exhibit "A"**, which is attached hereto and by this reference made a part hereof.

Section 2. Severable. If any part of this ordinance or the application thereof to any person or circumstances shall, for any reason, be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, such judgement shall not affect, impair or invalidate the remainder of this ordinances or the application thereof to other persons and circumstances, but shall be confined in its operation to the section, subdivision, sentence or part of the section and the persons and circumstances directly involved in the controversy in which such judgment shall have been rendered. It is hereby declared to be the intent of the City Council that this section would have been adopted of such invalid section, provisions, subdivision, sentence or part of a section or application had not been included.

Section 3. Effective. This ordinance shall become effective up on publication of a summary thereof.

PASSED AND APPROVED this 18 day of July, 2023.

_____
Brooke D'Sousa, Sandy City Council Chair

ATTEST:

_____
City Recorder

PRESENTED to the Mayor of Sandy City for her approval this _____ day of _____, 2023.

APPROVED this _____ day of _____, 2023.

_____
Monica Zoltanski, Mayor

ATTEST:

_____
City Recorder

PUBLISHED this _____ day of _____, 2023.

The following Sections of Title 21 are amended as follows:

CHAPTER 21-2. - GENERAL PROVISIONS

~~Sec. 21-2-16. Guarantee for Improvements.~~

~~(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:~~

~~(1) *City* means Sandy City and its employees and contractors.~~

~~(2) *Cost of construction* means the full, or 100 percent, value of the estimated cost of installing the improvements, as determined by the City Engineer.~~

~~(3) *Director* means the Community Development Director.~~

~~(4) *Documents* means approved site plans, Sandy City Standard Specifications and Details, building and/or grading permits, City ordinances, and other drawings and documents pertinent to the project.~~

~~(5) *Estimate* means the document, prepared by the City Engineer, showing the dollar amount which the City will require the owner to post as the guarantee for improvements. The dollar amount is based on the reasonable cost of construction as determined by the City Engineer of each required improvement.~~

~~(6) *Guarantee* or *guarantee for improvements* means a cash bond, escrow bond or letter of credit provided by the owner as further defined in Subsection (q) of this section. The term "guarantee" also means the dollar amount posted by the owner.~~

~~(7) *Improvement* means infrastructure that an owner is required by the documents to install as a condition to recording a subdivision plat or developing a commercial, office, industrial, mixed use, or multifamily project. Improvements can be either public or private and are further defined in Subsection (c) of this section.~~

~~(8) *Owner* means owners, developers, contractors and/or land use applicants.~~

~~(b) *Owner is Responsible for Performing All Improvements.* The installation of all improvements is the responsibility of the owner, unless otherwise approved by the City Engineer.~~

~~(c) *Improvements.* Improvements are listed below, and shall be designated throughout this section by their respective numbers, 1 through 17.~~

~~Public Improvements:~~

~~1. Any water system facilities proposed to be maintained by the City, such as water main lines, service laterals, meter boxes, fire hydrants, back-flow prevention devices, and other appurtenances.~~

~~2. Any irrigation and flood control systems proposed to be maintained by the City.~~

~~3. Any roadway improvements proposed to be maintained by the City, such as curb and gutter, drive approaches, waterways, sidewalks, trails, bike paths, raised medians, asphalt paving, road base, geotextile fabric, painting and striping, street signs, etc.~~

~~4. Retaining walls that support public roads.~~

~~5. Street lights.~~

~~6. Public streetscape (trees, benches, grass, etc.).~~

~~7. Survey monuments and rivets.~~

~~Private Improvements:~~

8. Water system facilities proposed to be privately-maintained, such as water main lines, service laterals, meter boxes, fire hydrants, back-flow prevention devices, and other appurtenances.

9. Private irrigation and flood control systems.

10. Any roadway or parking lot improvements proposed to be privately-maintained, to include privately maintained curb and gutter, drive approaches, waterways, sidewalks, trails, bike paths, raised medians, asphalt paving, road base, geotextile fabric, painting and striping, parking lot lights, etc.

11. Retaining walls that do not support public roads.

12. Dumpster enclosures.

13. Roof screening.

14. Fencing and walls (not retaining walls).

15. Landscaping and sprinkling systems in designated common areas.

16. Any other reasonably required improvements determined by the City Engineer and Director in order to meet the intent of this title.

17. In PUDs and HSDs, required landscaping and sprinkling systems for a yard or lot for an individual home.

(d) *Guarantee for Improvements.* Owners proposing new or substantially modified commercial, office, industrial, multifamily, or single-family residential projects, with required on-site or off-site improvements in the City, are required to post a guarantee for improvements on forms acceptable to the City, prior to City approval for construction of the project. The dollar amount of the guarantee shall be based on the reasonable cost of construction as determined by the City Engineer or Director (or designee).

(e) *City Engineer's Estimate.* The City Engineer or his representative shall prepare one or more estimates, the number of which shall be determined by the City Engineer. The sum of these estimates shall be the total dollar amount required for the guarantee.

(f) *Separate Estimates.*

(1) The City Engineer may provide separate estimates, grouping certain improvements on each estimate, with the intent to provide the owner the opportunity to install each grouping of improvements completely and then apply for release of the guarantee amount associated with that estimate. Generally, there may be up to four estimates as determined by the City Engineer, with suggested groupings of improvements as follows:

a. Estimate containing improvements 1 and 8;

b. Estimate containing improvements 2 through 4, 9 and 10;

c. Estimate containing improvements 5, 7, and 11 through 14;

d. Estimate containing improvements 6 and 15.

(2) Other groupings of improvements may be approved by the City Engineer.

(3) All improvements included with each separate estimate, as well as all other items required by the City Engineer and Director, shall be installed to the satisfaction of City Engineer before any portion of the guarantee amount associated with that separate estimate will be released.

(g) *Amount of the Guarantee.* The following percentages refer to the dollar amounts of the cost of construction as determined by the City Engineer:

(1) 100 percent for improvements 1 through 7 shall be provided prior to approval.

(2) 50 percent for improvements 8 and 9 shall be provided prior to approval.

(3) Ten percent for improvements 10 through 15 may be required prior to approval, as determined by the City Engineer.

(4) 100 percent or ten percent for improvement 16 may be required prior to approval, as determined by the City Engineer.

(5) $3,500.00 for improvement 17 shall be provided at the time of issuance of the building permit.

(6) The City Engineer reserves the right to add an additional dollar amount to an estimate in order to reach an amount equal to the cost of construction.

(h) *Installation of Improvements Prior to Site Occupancy.* Improvements 1 through 4 and 8 through 11 shall be installed to the satisfaction of the City Engineer prior to the issuance of any occupancy permit for the development, unless otherwise approved by the Director (or designee) and the City Engineer.

(i) *Time Period for Installation of Improvements.* All improvements shall be installed to the satisfaction of the City Engineer within one year from the date the guarantee is posted with the City, unless otherwise approved by the Director (or designee) and City Engineer.

(j) *Specified Sequence.* To protect the health, safety and welfare of the City and its residents from traffic, flood, drainage or other hazards, the City Engineer may require that the improvements, including those found damaged or defective prior to 100 percent release of the guarantee, be installed or repaired in a specified sequence and/or within a specified period of time, which may be less than one year. The City Engineer will notify the owner in writing of that requirement, if the City Engineer deems such action appropriate. If the owner fails to install the specified improvements or repairs as required by the City Engineer, the City may take whatever action it deems appropriate to install the improvements or make the repairs, including foreclosure on the guarantee.

(k) *Release of Guarantee.* The individual estimate shall be the document that governs what dollar amounts can be released at any given time, upon approval by the City Engineer. A portion of the guarantee monies shown on an estimate may be released when all the improvements on an estimate have been installed and approved.

(l) *Initiating Inspections for Release of Guarantee.* Inspections will be scheduled upon the owner's written request. Said request shall contain a statement affirming that all improvements are complete and that there are no material or workmanship liens filed against the project.

(m) *80Percent Release of Water System.* Upon 100 percent completion of improvements 1 and 8, or as otherwise approved by the City Engineer, the City may release a dollar amount that leaves a guarantee with the City that is equal to no less than 20 percent of the cost of construction for improvements 1 and 8.

(n) *90 Percent Release of Guarantee*. Upon 100 percent completion of improvements 1 through 15 (and, in some cases, 16) or as otherwise approved by the City Engineer:

(1) The City may release an additional dollar amount that leaves a guarantee with the City that is no less than ten percent of the cost of construction for improvements 1 and 8, if Subsection (m) of this section applies, and all work on improvements 1, 3, and 10 has been completed;

(2) The City may release a dollar amount that leaves a guarantee with the City that is no less than ten percent of the cost of construction for improvements 2 through 7 and 9 (and, in some cases, 16);

(3) No portion of the guarantee for improvements 10 through 15 (and, in some cases, 16) will be released until the City has approved a 100 percent release, as provided in Subsection (p) of this section, if those items were initially guaranteed at ten percent according to Subsection (g) of this section.

Subsections (n)(1) and (2) constitute a 90 percent release of guarantee.

~~(o) *One-Year Warranty Period.* Upon 100 percent completion of the improvements listed on each separate estimate, and upon the 90 percent release of guarantee for that estimate, as set forth in Subsection (n) of this section, the one-year warranty period will begin for the improvements on that estimate.~~

~~(p) *100 Percent Release of Guarantee.* At the end of the one-year warranty period, and after any needed repairs of improvements are made, inspections will be scheduled, upon the owner's request to the City. Any deficiencies noted by City inspectors shall be corrected by the owner within 30 days from the time the inspector notifies the owner. If the deficiencies are not corrected within 30 days, the City has the right to foreclose on the guarantee and correct the deficiencies using the guarantee monies and/or take other action the City deems appropriate. Upon approval by the City Engineer, the City may release all remaining portions of the guarantee. This constitutes a 100 percent release of guarantee.~~

~~(q) *Type of Guarantee.* Guarantees shall be approved by the City and may be either:~~

~~(1) An irrevocable letter of credit from a bank or credit union, chartered under the laws of the State of Utah or the United States of America, licensed and regulated by the Department of Financial Institutions of the State of Utah or its successor, insured by the Federal Depository Insurance Corporation or National Credit Union Share Insurance Fund, and having an office in the State of Utah. The letter of credit shall be signed by the guarantor, with the signature notarized and attested.~~

~~(2) An escrow bond having as a guarantor an organization licensed and regulated by the Department of Financial Institutions of the State of Utah, or its successor, having an office in the State of Utah, and which is insured by the Federal Depository Insurance Corporation or National Credit Union Share Insurance Fund. Escrow bonds shall be submitted on forms provided by the City and shall consist of a letter of commitment, signed by both the guarantor and the owner, with the signatures notarized and attested.~~

~~(3) A cash bond, submitted on forms provided by the City and signed by the owner, with the signature notarized and attested.~~

~~(r) *Guarantee Form.* The following conditions apply to all types of guarantees and may be required as a statement or included on the guarantee form:~~

~~(1) The City Engineer's estimates of required improvements.~~

~~(2) A statement that, upon completion, inspection and approval of all improvements, a portion of the guarantee may be released and a portion of the original estimate amount will be withheld for one year after inspection, as set forth in this section. Said withheld amount will be available for use by the City as a guarantee in case of defective or faulty workmanship, deterioration, failure, faulty design and all other situations that do not conform to the applicable City specifications and approved drawings. After inspection and authorization from the City, and following the one-year warranty period, this withheld amount may be released.~~

~~(3) A statement signed by the owner and filed with the City Engineer certifying that no material liens or mechanic (workmanship) liens exist with regard to the improvements related to any part of the guarantee.~~

~~(4) Upon the request of the City Engineer, the guarantor of an escrow bond shall certify the amount existing in the escrow account pertaining to the guarantee, noting the amount of the current balance and amounts released and the date of such releases.~~

~~(5) The guarantees shall be issued in the name of the party signing the Improvement Agreement document, Agreement to Conditions document and all other binding documents relating to the specific development.~~

~~(6) The owner may be required to sign a statement that certifies that he has or will notify all subcontractors that the City will not release any portion of the guarantee until all improvements are~~

~~installed and the work has been inspected and accepted by the City, at which time the City may release no more than the portions allowed under this section.~~

~~(s) *Duration, Terms, Extensions.* Every guarantee shall run to the benefit of the City and have an express term of at least three years from the date the guarantee is posted for any improvement to which it applies. Further, such guarantee shall contain language that ensures performance of the improvements by the owner and a provision for unconditional payment of the face amount of the guarantee within ten days from any declaration of default or forfeiture. Guarantee extensions beyond three years may be allowed under special circumstances upon written request by the owner and with written approval by the City Engineer. The guaranteeing institution shall provide a written extension of the guarantee if it is not already within the express terms of the guarantee.~~

~~(t) *Default.* If the owner is in default or fails or neglects to satisfactorily install the improvements or satisfactorily complete any other development approval as required by the City, within one year from the date of posting the guarantee, or earlier time as established by this section, the City may, in its sole discretion, declare the guarantee forfeited and use the proceeds of the guarantee to install the required improvements. The City may deduct its administrative overhead and any other appropriate costs from the guarantee. If the guarantee is insufficient to install the improvements or collect the aforementioned costs, the City may take any other action it deems applicable to collect on the guarantee, which may include liens, or any other civil or criminal remedies allowable by law.~~

~~(u) *Utility Systems Connection Protection Guarantee.* The owner may have the option of posting a Utility Systems Connection Protection Guarantee, in the amount of $25,000.00 (or other amount as determined by the Public Utilities Director, based upon the size, scope and potential impact of the development activity upon the existing utility system), in lieu of the guarantee described in Subsections (d) through (g) of this section. The City will not allow the use of this pre-installation of required infrastructure improvements alternative unless it is anticipated that a building permit will be issued or that a subdivision plat will be recorded.~~

~~(1) After posting the Utility Systems Connection Protection Guarantee, the owner may install all improvements, except for any buildings, if the following have been completed to the satisfaction of the City Engineer and the Director:~~

~~a. Final subdivision or site plan review approval has been granted by the City and all final project plans, designs, construction drawings, plan and profile drawings, specification and requirements of project plan approvals have been granted by the City and all required fees have been paid to the City.~~

~~b. The City Engineer has finalized his estimates and calculated the total dollar amounts of the cost of construction of all of the improvements.~~

~~c. The owner has obtained all required road cut permits from the U.D.O.T., Salt Lake County or the City, as appropriate.~~

~~d. The owner has obtained all required permits and approvals from all affected utility providers, local districts, culinary water authorities, canal companies or canal operators or other affected entities.~~

~~e. The owner has posted the necessary acceptable minimum amount (as determined by the City Risk Manager) of contractor liability insurance, naming Sandy City as an additional insured on the project.~~

~~(2) When the owner has completed the construction and installation of the required or proposed improvements, or the owner has need of recording the subdivision plat or desires a building permit, the owner shall notify the City. The City will perform detailed inspections on the improvements that have been installed.~~

~~a. Based on the results of those inspections:~~

~~1. The City Engineer shall create a City Engineer's Estimate according to Subsection (g) of this section, as described in this section, for all improvements related to a particular improvement system (the term "improvement system" means a group of improvements that work together to perform a certain function. Examples of improvement systems include water systems, flood-control systems, road systems, etc.) which are not 100 percent complete at the time of inspection; and~~

~~2. The City Engineer shall create a City Engineer's Estimate for those groups of improvements that are eligible for the one-year warranty period, according to Subsections (n) and (o) of this section.~~

~~b. The owner shall post a guarantee, according to Subsections (u)(2)a.1 and 2 of this section.~~

~~(3) The City will then formalize its land use activity approval by allowing the recording of the subdivision plat or the issuance of the building permit for on-site structures.~~

Sec. 21-2-16. - Improvement Completion Assurance (Guarantee)

(a) *Purpose*. The purposes of this Section are:

(1) To ensure all improvements that are required as a condition of development are completed pursuant to requirements adopted in Sandy City land use regulations and are subject to warranty;

(2) To set forth the requirements for improvement agreements and financial assurance including, without limitation, improvement completion assurance for constructing improvements after, or prior to, recording a plat or obtaining a building permit; and

(3) To comply with the provisions of the Utah Municipal Land Use, Development, and Management Act by, among other things, setting forth forms of acceptable improvement completion assurance and a method of partial release.

(b) *Definitions*. The following words and phrases, when used in this Section, shall have the meanings ascribed to them in this Subsection, except where the context clearly indicates a different meaning:

(1) "*City Engineer's calculation* " ("*Calculation*") means a document prepared by the City Engineer that shows a list of Improvements for which financial assurance is required, the quantity, unit type, unit cost, and extended cost of each item, as well as a total dollar amount for all the items listed on the Calculation. The unit prices are intended to be the cost of construction and to include the cost of materials, overhead, mobilization, traffic control, special inspections, testing, audits by third parties, and all other expenditures needed for the completion of the Improvements listed on the Calculation. The Calculation determines the dollar amount of the improvement completion assurance.

(2) "*Cost of construction*" means the estimated cost of completing the Improvements, as determined by the City Engineer.

(4) "*Improvement*" means permanent public and private infrastructure, items, structures, facilities, systems, or landscaping required as a condition to recording a subdivision plat, obtaining a building permit, or developing a commercial, office, industrial, mixed use, or multifamily-residential Development.

(5) "*Improvement completion assurance*" ("*Guarantee*") means a cash bond, escrow bond, or letter of credit required by City to guarantee the proper completion of Improvements required as a condition precedent to: (a) recording a subdivision plat; or (b) development of a commercial, office, industrial, mixed use, or multifamily project.

(c) *Applicability*. The provisions of this Section shall apply to all development requiring improvements. As a condition precedent to recording a plat, obtaining a building permit, or commencing development, the following are required:

(1) An improvement agreement is required for all improvements.

(2) A guarantee is required for all improvements that have not been inspected and accepted by the City, and that are:

a. Publicly owned and maintained;

b. Essential or required to meet the building code or fire code;

c. Required to meet flood or storm water management requirements;

d. Required to meet street and access requirements; or

e. Essential and necessary public safety requirements adopted in a land use regulation, as determined by the City Engineer or Director.

(3) A guarantee is required for all improvements that have not been inspected and accepted by the City and are public landscaping improvements.

(d) *Improvement Agreement and Guarantee*. Prior to recording a plat or commencing any development, the developer shall provide to the City an improvement agreement and a guarantee in accordance with the following requirements.

(1) *Developer Responsibility*. The developer is responsible for compliant completion and warranty of all improvements. Developer shall timely complete the improvements and guarantee the improvements to be free of defects in materials and workmanship in accordance with this Title, the improvement agreement, and all other applicable approvals, regulations, standards, and specifications.

(2) *Forms, Duration, Terms*. The developer shall execute an improvement agreement and guarantee using forms that are acceptable to the City. The guarantee shall run to the benefit of the City and shall remain in effect until such time as the City approves a partial release. The improvement agreement and guarantee shall contain language that promises and ensures compliant completion and warranty of the improvements by the developer. The guarantee shall contain a provision for unconditional payment of the face amount of the guarantee within ten business days from the date the City makes a written declaration of developer's failure to perform pursuant to this Section.

(3) *Improvement Warranty Period; Improvement Warranty Guarantee.*

a. Developer shall provide an unconditional warranty that improvements comply with the City's standards for design, materials, and workmanship and will be free of defects in materials and workmanship for 12 months following the date when the improvements are inspected and approved by the City Engineer, unless the City Engineer determines, for good cause, that a 12-month period would be inadequate to protect the public health, safety, and welfare; or has substantial evidence, on record of prior poor performance by the developer; or has substantial evidence that the area upon which the improvements will be constructed contains suspect soil and the City has not otherwise required the applicant to mitigate the suspect soil. Improvements listed on the same calculation shall have the same improvement warranty period.

b. Financial assurance shall be required for the duration of the improvement warranty period, in the amount set forth in this Section, to secure performance of replacement and repairs of improvements in accordance with developer's unconditional warranty.

(4) *Amount of the Guarantee and Improvement Warranty Guarantee*.

a. The amount of the guarantee will be determined as follows:

1. The City Engineer will prepare a calculation to determine the amount of the guarantee. The amount of the guarantee shall be 100 percent of the cost of construction plus ten percent of that amount to cover administrative costs incurred by the City to complete the improvements, if necessary.

2. The City Engineer may divide up the list of items on the calculation and create no more than four separate calculations. In the case where there is more than one calculation, the sum of the calculations shall be the total dollar amount required for the guarantee.

b. During the improvement warranty period the amount of the improvement warrantee guarantee for each calculation shall be ten percent of the amount shown on the calculation or ten percent of the developer's reasonable proven cost of completion, whichever is less, except the guarantee for the Storm Water Pollution Prevention Plan requirements shall not be reduced and shall remain at 100 percent.

(5) *Developer Shall Complete Improvements in a Timely Manner*. All improvements shall be completed to the satisfaction of the City Engineer within one year from the date the guarantee is posted with the City, unless the developer requests an extension in writing, and the extension is approved by the Director and City Engineer for good cause. The developer shall execute an improvement agreement promising completion within the required time, and the improvement agreement shall be amended for any approved extensions.

(6) *Specified Sequence for Completion of Improvements*. To protect the health, safety and welfare of the City and its residents from traffic, flood, drainage or other hazards, the City Engineer may require that the improvements be completed or repaired in a specified sequence and/or within a specified period of time, which may be less than one year. The City Engineer will notify the developer in writing of that requirement if the City Engineer deems such action necessary.

(7) *Failure to Complete Improvements in a Timely Manner*. If the developer fails to satisfactorily complete the improvements within 12 months from the date when the guarantee is posted, or within a shorter time period specified by the City Engineer in order to protect the health, safety and welfare of the City and its residents from traffic, flood, drainage or other hazards, or as extended by the City Engineer pursuant to this Section, the City may, in its sole discretion, pursue all lawful remedies, including without limitation, declaring the developer in default of the improvement agreement, declaring the guarantee forfeited by the developer, and demanding payment pursuant to the terms of the guarantee. The City may spend the funds to pay for construction, replacement, or repair of incomplete or defective improvements, as well as the City's administrative overhead and any other associated costs incurred by the City. The City may take any other action it deems appropriate to enforce the improvement agreement, collect on the guarantee, recover amounts not covered by the guarantee and any other civil or criminal remedies allowable by law, which may include liens.

(8) *Initiating Inspections*. The developer shall request inspections of the installed improvements in writing when all Improvements listed on one or more calculations are complete, at the end of an improvement warranty period, and after correcting deficiencies noted in a prior inspection. The request shall contain a statement affirming that all improvements associated with an individual calculation are complete and all deficiencies have been corrected. Inspections will be scheduled by the City Engineer upon receiving the developer's written request. Inspections may, but are not required to, be scheduled without written request from the developer upon determination by the City Engineer that time for completion of an improvement warranty period has run.

(9) *Developer Shall Correct Deficiencies in a Timely Manner*. The developer shall correct any deficiencies noted by City inspectors within 30 days from the time the inspector notifies the developer. Extensions may be authorized by the City Engineer for good cause beyond the developer's control after receipt of a written request and explanation from the developer.

(10) *Partial Release of Guarantee*. Upon completion of the improvements listed on an individual calculation, and inspection and approval of those improvements by the City Engineer, the City may release up to 90 percent of the portion of the guarantee amount shown on that calculation.

(11) *Final Release of Guarantee*. Upon completion of the improvements warranty period for the improvements listed on an individual calculation, and the subsequent inspection and approval of those

improvements by the City Engineer, the City will release all remaining portions of the guarantee amount shown on that calculation.

(12) *Acceptable Types of Guarantees*. Guarantees shall be approved by the City and may be either:

a. An irrevocable letter of credit, containing information required by the City, from a bank or credit union chartered under the laws of the State of Utah or the United States of America, licensed and regulated by the Department of Financial Institutions of the State of Utah or its successor, insured by the Federal Depository Insurance Corporation or National Credit Union Share Insurance Fund, and having an office in the State of Utah. The letter of credit shall be signed by the guarantor, with the signature notarized and attested and shall be automatically extended upon expiration, unless released by a letter issued by the Mayor and the City Engineer;

b. An escrow bond, submitted on forms provided by the City, having as a guarantor an organization licensed and regulated by the Department of Financial Institutions of the State of Utah, or its successor, having an office in the State of Utah, and which is insured by the Federal Depository Insurance Corporation or National Credit Union Share Insurance Fund. Escrow bonds shall consist of a letter of commitment, signed by both the guarantor and the developer, with the signatures notarized and attested;

or,

c. A cash bond, submitted on forms provided by the City and signed by the developer, with the signature notarized and attested.

(13) *Developer's Certification of Notification to Subcontractors*. The developer may be required to sign a statement that certifies that the developer has or will notify all contractors and subcontractors that the City will not release any portion of the guarantee until all improvements on a calculation are completed and the work has been inspected and accepted by the City Engineer, at which time the City will release no more than the portions allowed under this Section.

(e) *Construction of Improvements Prior to Plat Recordation or Issuance of Building Permit*. If the developer desires to complete the improvements prior to recording a subdivision plat or prior to receiving a building permit, the developer may post an alternative guarantee in accordance with the following requirements.

(1) The alternative guarantee shall be in an amount needed, as determined by the City Engineer, to remove incomplete improvements and restore disturbed property, including, without limitation, a base rate of $10,000 per disturbed acre (rounded up to the full acre), $10,000 per culinary water main line connection, and $10,000 per stormwater main line connection.

(2) After posting the alternative guarantee, the developer may complete all improvements, except that no plat will be recorded, and no building permit will be issued by the City.

(3) When the improvements have been completed by the developer and inspected and approved by the City Engineer, the developer shall provide an improvement warranty guarantee as set forth in this Section. Upon the developer posting the improvement warranty guarantee, the City will release the subdivision plat to be recorded, or the City will issue the building permit, provided all other City requirements have been satisfied.

(4) A guarantee as described in this Section will be required for all incomplete or deficient improvements prior to recording the plat or receiving a building permit.

CHAPTER 21-11. – SPECIAL USE STANDARDS

Sec. 21-11-10. Swimming Pool Regulations.

…

(b) *Semi-Private Swimming Pools Special Exception.* The Planning Commission may grant a special exception to temporarily or permanently use land in any district for semi-private swimming pools or recreational facilities providing that in all cases the following conditions are met:

…

(6) Before authorizing the recreational facility, complete plans for the development of the area must be submitted to the Planning Commission. Together with the plans, there must be submitted a detailed outline showing how the area is to be funded, managed, and maintained. ~~The Planning Commission may require a bond by the owners to guarantee performance of the regulations placed as conditions upon which the area is approved.~~ If any of the requirements are not complied with, the authorization will be void.

(7) The owners of the proposed recreational facility must have a statement from the owners of all abutting properties and at least 75 percent of the property owners within a radius of 300 feet of said development giving permission to develop a recreational facility. Covenants and conditions regulating the use of the facility shall be submitted to the Planning Commission and the Salt Lake Valley Health Department for review and approval.

Sec. 21-11-24. Wireless Telecommunications Facilities.

…

(k) *Non-Maintained or Abandoned Facilities.*

(1) The Director may require each non-maintained or abandoned telecommunication facility to be removed when such a telecommunications facility has not been repaired or put into use by the owner, person having control or person receiving benefit of such structure within 30 calendar days after notice of non-maintenance or abandonment is given to the owner, person having control, or person receiving the benefit of such structure. ~~The City may require a cash or surety bond to guarantee removal of the telecommunications facility to be submitted prior to final site plan approval or issuance of a building permit. The bond amount shall be determined upon review by the Community Development Department.~~

(2) If the structure upon which the antenna is placed, including, but not limited to, utility poles, water tanks, light poles or buildings, is no longer used or is proposed by the owner or operator of that structure to be removed or replaced, the antenna must be removed within 90 calendar days after notice from the City. Any replacement telecommunication facility, if necessary, is required to comply with the requirements herein or any subsequent amendment hereto.

CHAPTER 21-12. – HISTORIC SANDY DEVELOPMENT OVERLAY ZONE

Sec. 21-12-6. Landscaping.

Front yard landscaping is required to be installed by the developer. If open space and other common areas are provided in the development, these areas may be required to be landscaped by the developer. Guidelines for

required landscaping are established to improve and then maintain site qualities while minimizing alteration, removal, or degradation of approved and installed landscaping. Landscaping shall follow CPTED principles and the Section 21-25-4.

(1) When landscaping is required, no plans for any building, structure or other improvements shall be approved unless a satisfactory Landscape and Streetscape Plan has also been submitted and approved.

(2) Landscaping in accordance with the approved plans must be installed within 30 days following the occupancy of the site or as otherwise approved by the City as seasonal conditions may suggest.

(3) The land area not occupied by buildings, structures, hard surfacing, vehicular driveways, or pedestrian walkways shall be kept clear of weeds or landscaped.

(4) The developer shall submit a guarantee for ~~such landscape~~ public landscaping improvements to ensure that installations are completed as submitted and approved.

(5) The developer shall install the following:

a. *On-Site Trees and Shrubs.* In addition to the required street trees, a minimum of one evergreen tree (six feet minimum) is required for each home. A variety of shrubs and flower beds shall also be provided for each home.

b. *Street Trees.*

1. A minimum two-inch caliper street trees as measured six inches above grade shall be installed by the developer/builder located between the curb and sidewalk along all rights-of-way. In order to facilitate the planting of street trees, an eight-foot parkstrip and five-foot sidewalk is the standard requirement. Reduced parkstrip and sidewalk width may be approved based upon size, scale, and nature of the project and the type of existing improvements on adjacent properties. However, a ten-foot cross-section (five foot parkstrip, five foot sidewalk) is the minimum and may necessitate tree planting behind the sidewalk.

2. The species type, location, and spacing of trees shall be shown on the approved Landscape Plan and be in compliance with designated streets within the City's Streetscape Plan. For streets not specified in the Streetscape Plan, the Planning Division may recommend different trees that would be appropriate for the area.

c. *Installation.* It shall be the responsibility of the developer/builder to grade, place topsoil, seed, sod, install sprinkler irrigation systems, and properly plant trees, shrubs, and other approved plant materials.

d. *Maintenance.* It shall be the responsibility of the developer, property owner and/or property association to properly maintain landscaped areas, including watering, mowing, pruning, fertilizing, and the removal and replacement of dead plant materials in a timely manner.

CHAPTER 21-13. - RESIDENTIAL CONSERVATION OVERLAY ZONE

Sec. 21-13-7. Landscaping.

(a) *On-Site Trees and Shrubs.* All front yards shall be landscaped using trees, both evergreen (six feet minimum) and deciduous, shrubs/bushes, and flowers. ~~This landscaping shall be bonded for at time of building permit.~~

(b) *Street Trees.* A minimum two-inch caliper street trees as measured six inches above grade shall be installed by the developer/builder located between the curb and sidewalk along all rights-of-way. In cases where there is not an eight-foot parkstrip, approved street trees shall be planted three feet behind the sidewalk. Public landscaping improvements shall be bonded for at time of building permit.

CHAPTER 21-19. - SPECIAL DEVELOPMENT (SD) DISTRICTS

Sec. 21-19-24. SD(PO)(Union Heights) Professional Office District—7700 S. 1300 E.

(d) *Development Standards.* The following standards are to be considered as applying specifically to development in the SD(PO)(Union Heights) District, in addition to general standards provided elsewhere in this title:

…

(3) *Landscaping.* Landscaping guidelines are established to maintain the site qualities that exist in the High Point and Union Park areas and minimize alteration, removal, or degradation of landscaping that currently exists in the area. All front yard landscaping (areas adjacent to a public right-of-way) shall have a minimum depth of 15 feet.

a. *Landscape Plans.* No plans for any building, structure or other improvements shall be approved by the Planning Commission unless ~~there shall also have been submitted separate~~ landscape plans satisfactory to the Planning Commission have been submitted.

b. *Timeline.* Landscaping in accordance with the plans submitted must be installed within 30 days following the occupancy of the site or as otherwise approved by the ~~Planning Division~~ Community Development Department as seasonal conditions may dictate.

c. *Land Areas to be Weed-Free or Landscaped.* The land area not occupied by buildings, structures, hard surfacing, vehicular driveways or pedestrian walkways shall be kept in a weed-free condition or landscaped, as approved by the Planning Commission.

~~d. *Bond Required.* The developer shall bond for such landscape improvements to ensure that installations are completed as submitted and approved. Performance assurance requirements for landscape improvements shall be the same as required by the City for street improvements.~~

CHAPTER 21-22. - MANUFACTURED HOME PARKS

Sec. 21-22-5. Maintenance of Premises; Manufactured Home Parks.

(a) *General.* The premises on which any manufactured home park is located, used or occupied, shall be maintained in a clean, orderly, and sanitary condition. The accumulation of any rubbish, waste, weeds, or other unsightly material shall constitute a nuisance and a violation of this title for which the City may direct removal of the mobile home from the premises.

(b) *Maintenance of Common Facilities.* For manufactured home parks, ~~adequate and reasonable guarantees must be provided for permanent retention of~~ open space shall be retained permanently and ~~for the maintenance of~~ roadways, storage facilities, service facilities, and landscaping resulting from the application of these regulations shall be maintained in perpetuity. ~~Guarantees shall be in the form as otherwise provided in this title for bonding for improvements.~~

(c) *Park Manager.* The developer/owners shall establish and appoint a park manager. The manager shall be locally available and authorized to receive, process, and fully represent the interests of the owners with respect to management and maintenance of the park.

(d) *Business License.* Prerequisite to the operation of any manufactured home park, a Sandy City business license shall be obtained.

CHAPTER 21-23. - COMMERCIAL, OFFICE, INDUSTRIAL, AND TRANSIT CORRIDOR DEVELOPMENT STANDARDS

Sec. 21-23-21. Additional Specific Nonresidential Development Standards (Standards Unique to Each Individual District).

…

(b) *Automall (AM)—Dealership Subdistrict and Commercial Area Subdistrict.* The Sandy Automall Development Master Plan (the Master Plan) for the Automall (AM) District was adopted by the Sandy City Council in 1992 and amended in 2015, to assist owners and designers by setting out general design criteria, guidelines, and concepts which must be adhered to. The Master Plan also illustrates design ideas for the developer and City to use in interpreting the intent of the Master Plan when reviewing each individual project. Owners and designers should, therefore, also refer to the Automall Master Plan for these requirements. The goal of the Master Plan is to ensure development of a consistently high quality planned environment, thus protecting and enhancing the investment of all those locating within the Automall development area. The Automall (AM) District does not supersede any federal, state or local codes, ordinances, or requirements. The most restrictive requirements of such laws and the Automall (AM) District shall be applied to new and existing developments.

…

(3) *General Development Standards and Exceptions for Automall District.* All provisions of Chapter 21-23 shall apply, with the following exceptions:

…

k. *General Landscaping.*

1. The purpose of landscaping guidelines is to maintain the site qualities that exist within the Automall area and to minimize alteration, removal, or degradation of landscaping that currently exists.

2. Separate Landscape and Irrigation Plans shall be submitted, together with buildings, structures and other improvements for architectural review as set forth above. Landscaping and irrigations systems in accordance with approved plans must be installed prior to occupancy of the site or as otherwise approved by the ~~planning staff~~ Community Development Department as seasonal conditions may dictate. ~~The owner shall bond for such landscape and irrigation improvements to ensure that installations are completed as submitted and approved.~~ All landscaping and irrigation systems shall comply with Section 21-25-4 contained elsewhere in the title.

3. The land area not occupied by buildings, structures, hard surfacing, vehicular driveways or pedestrian walkways shall be landscaped as approved by the Planning Commission, except for approved areas specifically designated for future development.

Sec. 21-23-24. Mixed Use Development Standards

…

(e) *Development Standards.* The following standards are to be considered as applying specifically to development in the Mixed Use (MU) District, in addition to general standards provided elsewhere in this title.

…

(8) *Landscaping.* Landscaping guidelines are established to improve and then maintain site qualities while minimizing alteration, removal, or degradation of approved landscaping. Landscaping, in general, shall follow CPTED (Crime Prevention Through Environmental Design) principles.

a. *Landscape and Streetscape Plans.* No plans for any building, structure or other improvements shall be approved by the Planning Commission unless there shall also have been submitted landscape and streetscape plans satisfactory to the Planning Commission.

b. *Landscaping to be Installed within 30 Days.* Landscaping in accordance with the plans submitted must be installed within 30 days following the occupancy of the site or as otherwise approved by the ~~Planning Division~~ Community Development Department as seasonal conditions may dictate.

c. *Future Development Areas to be Weed-Free or Landscaped.* Future development areas or land area not occupied by buildings, structures, hard surfacing, vehicular driveways or pedestrian walkways shall be kept in a weed-free condition or landscaped, as approved by the Planning Commission.

~~d. *Performance Assurance.* The developer shall bond for such landscape improvements to assure that installations are completed as submitted and approved. Performance assurance requirements for landscape improvements shall be the same as required by the City for street improvements.~~

CHAPTER 21-25. - LANDSCAPING STANDARDS

Sec. 21-25-2. Commercial, Industrial, Institutional, and Multifamily Residential Landscaping Requirements.

…

(e) *Installation.*

(1) It shall be the responsibility of the developer to grade, place topsoil, seed or sod, install automatic sprinkler irrigation systems, and properly plant trees, shrubs, and other approved plant materials.

(2) All trees planted on-site less than two-inch caliper shall be double staked.

(3) All landscaping shall be completed in accordance with the plans submitted and approved by staff.

a. All landscape work must be installed ~~prior to~~ within six (6) months of a Certificate of Occupancy of the building being issued or as otherwise approved by the Community Development Department as seasonal conditions may dictate.

b. The developer shall bond for public landscaping improvements in accordance with Section 21-2-16 of this Title. ~~such landscape improvements if not installed prior to occupancy to assure that installations are completed as submitted and approved. Performance assurance requirements for landscape improvements shall be the same as required by the City for street improvements.~~

Sec. 21-25-4. Water Efficient Landscaping

…

(c) Commercial, Industrial, Institutional, and Residential Development.

…

(5) Plan Review, Construction Inspection, and Post-Construction Monitoring.

a. As part of the site plan approval process, a copy of the Landscape Plan Documentation Package shall be submitted to the City for review and approval before construction begins. With the Landscape Plan Documentation Package, a copy of the Landscape Water Allowance Worksheet shall be completed by a landscape architect and submitted to the City.

b. All Landscape Plan Documentation Packages submitted must be certified by a licensed landscape architect.

c. All landscape irrigation systems shall be installed by an irrigation contractor. The person representing the contracting firm shall be a full-time employee of the firm and shall be directly involved with the project, including at least weekly site visits during construction.

d. All installers, designers, and auditors shall meet State and local license, insurance, and bonding requirements and be able to show proof of such upon demand.

e. During construction, site inspection of the landscaping may be performed by the City.

f. Following construction and prior to the release of the ~~secondary bond~~ improvement guarantee posted for ~~the project~~ public landscaping improvements, an inspection shall be scheduled with the Public Utilities Department to verify compliance with the approved Landscape and Irrigation Plans. A Certificate of Substantial Completion, as defined in the Sandy City Standard Specifications and Details of Municipal Construction Manual, shall be completed by the property owner, contractor, or landscape architect, and submitted to the City.

g. Following construction and prior to release of the ~~secondary bond~~ improvement guarantee posted for ~~the project~~ public landscaping improvements, a water use efficiency review will be conducted by a landscape irrigation auditor. The auditor shall be independent of the contractor, design firm, and owner/developer of the project. The water performance audit will verify that the irrigation system complies with the minimum standards required by this section. The minimum efficiency required for the irrigation system is 60 percent for distribution efficiency for all fixed spray systems and 70 percent distribution efficiency for all rotor systems. The auditor shall furnish a certificate to the City, designer, installer, and owner/developer certifying compliance with the minimum distribution requirements, and an irrigation schedule. Compliance with this provision is required before the City will release the bond for the project in accordance with Section 21-2-16 of this Title.

CHAPTER 21-37. - DEFINITIONS

Sec. 21-37-17. "P" Definitions.

…

(39) *Public Landscaping Improvement* means landscaping that an applicant is required to install to comply with published installation and inspection specifications for public improvements that:

(a) will be dedicated to and maintained by the municipality; or

(b) are associated with and proximate to trail improvements that connect to planned or existing public infrastructure."

(~~39~~40) *Public plaza* means a publicly-owned area that is in proximity to and associated with a publicly accessible structure or event facility. It is not identified and operated by the City as a public park and does not have a playground. Plazas are areas that function as pedestrian site arrival points and are available to the public as a place to display art, passive recreation, relaxation, walking, seating, socializing, reading, and eating.

(~~40~~41) *Public/private park* means an open space, playground, swimming pool, golf course, or athletic field available for recreational, educational, cultural, aesthetic use, or natural areas, including, but not limited to,

conservation areas, wilderness areas, watershed areas, wildlife refuges, and wetlands which are under the control, operation, or management of a government agency or private entity.

(~~41~~42) *Public service* means uses which may be housed in separate buildings or which may occupy a space within a building that are operated by a unit of government to serve public needs, such as a library, museum, police (with or without jail), fire service, ambulance, judicial court or government office, but not including public utility stations or maintenance facilities.

(~~42~~43) *Public utility station* means a structure or facility used by a public or quasi-public utility agency to store, distribute, generate electricity, gas, telecommunications, and related equipment, or to drill capture, pump, and to otherwise engage in all aspects of treating and distributing water or effluent. The term "public utility station" shall not include storage or treatment of solid waste, or hazardous waste.

(~~43~~44) *Public water system (PWS)* means a water system that serves the public.