



**RIVERDALE CITY PLANNING COMMISSION AGENDA
CIVIC CENTER - 4600 S. WEBER RIVER DR.
TUESDAY – AUGUST 11, 2015**

6:00 p.m. – Planning Commission Work Session Meeting (Council Chambers)

The purpose of the work session is to review maps, plans, paperwork, etc. No motions or decisions will be considered during this session, which is open to the public.

Planning Commission Work Session Items

Planning Commission Training *to be determined*

- A. **Welcome & Roll Call**

- B. **Discussion Regarding Proposed Amendments**
 - 1. Title 10: Chapter 16
 - 2. Title 10: Chapter 21
 - 3. Title 10: Chapter 25

- C. **Set Public Hearing Dates for Proposed Amendments**

- D. **Discretionary Items**

- E. **Adjournment**

In compliance with the Americans with Disabilities Act, persons in need of special accommodation should contact the City Offices (801) 394-5541 at least 48 hours in advance of the meeting.

Certificate of Posting

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Riverdale City limits on this 7th day of August, 2015 at the Riverdale City Hall Noticing Board and on the City website at <http://www.riverdalecity.com/>. A copy was also provided to the Standard-examiner on August 7, 2015.

Jackie Manning
Riverdale City Recorder



Planning Commission Executive Summary

For the Commission meeting on: 8-11-2015

Petitioner: Riverdale City

Summary of Proposed Action

The information provided, following this executive summary document, reflects areas of the Riverdale City Code that should be considered for amendment in order to comply with and match established Utah State Codes. All proposed changes are in Title 10 of the City Code and are located specifically in Chapters 16 "Signs", 21 "Subdivisions", and 25 "Development in All Zones" respectively. Proposed amendments to Title 10, Chapter 16 have been submitted by the City Attorney in order to clarify the political or campaign signs section of the this chapter. Proposed amendments to Title 10, Chapters 21 and 25 have been submitted by the City's Community Development Director in an effort to be in full compliance with Utah State Codes as it relates to the performance improvement warranty time period allowed for developments (along with some other minor language amendment and clean-up). All proposed changes have been reviewed by the City Attorney for clarity, accuracy, and legality checks. When considering amending the City Code, there is a requirement for there to be a scheduled public hearing which could be held at the next Planning Commission meeting if desired and similarly established for the next meeting.

These amendments are brought before the Planning Commission for discussion purposes only and for the potential opportunity to establish a public hearing to consider these changes at the next Planning Commission meeting. No formal action is otherwise anticipated in this matter.

Title 10 Ordinance Guidelines (Code Reference)

Proposed amendments to the Riverdale City Code are found in the following locations of the City Code:

- Title 10, Chapter 16 "Signs"
- Title 10, Chapter 21 "Subdivisions"
- Title 10, Chapter 25 "Development in All Zones"

General Plan Guidance (Section Reference)

No general plan sections are directly impacted by the proposed amendments to the City Code.

Legal Comments - City Attorney

Steve Brooks, Attorney

Administrative Comments - City Administrator

Rodger Worthen, City
Administrator

**RIVERDALE CITY
PLANNING COMMISSION AGENDA
August 11, 2015**

AGENDA ITEM: B

SUBJECT: Discussion Regarding Proposed Amendments Title 10

PETITIONER: Mike Eggett, Community Development Director

ACTION REQUESTED BY PETITIONER: Review the proposed amendments
and set a date for a public hearing.

INFORMATION: Proposed Amendments.

1. Title 10: Chapter 16
2. Title 10: Chapter 21
3. Title 10: Chapter 25

[BACK TO AGENDA](#)

10-16-3:

D. Political Or Campaign Signs:

1. Political or campaign signs are permitted in accordance with the following provisions; provided, that any such sign shall be erected not earlier than sixty (60) days prior to the election at which time the candidates or measure will be voted upon and shall be removed within ten (10) fifteen (15) days after such final election, campaign or event.

2. No political or campaign sign shall be placed within one hundred fifty feet (150') from a public polling place. "Polling place" shall mean the physical place in a community where multiple ballots and absentee ballots are cast. (Ord. 812, 8-21-2012)

3. No political or campaign sign may be placed in such a manner as to create a safety hazard or constitute a public nuisance of any kind or nature whatsoever. The community development director, public works director or police chief shall determine whether the placement of a political or campaign sign constitutes a safety hazard or public nuisance, and upon such determination shall remove said sign so that the safety hazard or public nuisance no longer exists. (Ord. 812, 8-21-2012; amd. Ord. 815, 9-25-2012)

4. Political signs cannot be placed on public property or on private property without the property owner's permission.

Title 10, Chapter 21 SUBDIVISIONS

[10-21-1: GENERAL PROVISIONS:](#)

[10-21-2: DEFINITIONS:](#)

[10-21-3: SCOPE OF REGULATIONS:](#)

[10-21-4: APPLICATION FOR SUBDIVISION:](#)

[10-21-5: PRELIMINARY PLAN:](#)

[10-21-6: FINANCIAL GUARANTEES FOR IMPROVEMENTS:](#)

[10-21-7: FINAL PLAT:](#)

[10-21-8: CONSTRUCTION PLANS AND PROFILES:](#)

[10-21-9: DESIGN STANDARDS:](#)

[10-21-10: PARKS, SCHOOL SITES, OTHER PUBLIC PLACES:](#)

[10-21-11: IMPROVEMENTS:](#)

[10-21-12: SMALL SUBDIVISIONS; SPECIAL PROVISIONS:](#)

[10-21-13: ENFORCEMENT AND PERMITS:](#)

[10-21-14: PENALTY:](#)

10-21-6: FINANCIAL GUARANTEES FOR IMPROVEMENTS:

Prior to the final plat being presented to the ~~planning commission~~city council for approval, the subdivider/developer (~~not his agent or contractor or an individual with legal authority acting on behalf of the subdivider/developer~~) shall, at the discretion of the city, satisfy one of the following requirements:

- A. Escrow Deposit: Enter into a developer's agreement with the city and furnish satisfactory proof of an escrow deposit in favor of the city in an amount equal to the cost of the improvements required for the subdivision, plus ten percent (10%) of said costs, with said amounts to be released pursuant to the terms and conditions of the developer's agreement.
- B. Performance Bond: Enter into a developer's agreement with the city and furnish to the city a developer's performance bond in an amount equal to one hundred twenty-five percent (125%) of the cost of the improvements required for the subdivision, with said bond to be released pursuant to the terms and conditions of the developer's agreement. (1985 Code § 19-40-5.1)

10-21-11: IMPROVEMENTS:

A. Time Of Construction: The improvements listed in this section shall not be installed prior to recording the final plat. No improvements shall be installed until their location and specifications are approved by the city engineer. Water and sewer mains and laterals and fire hydrants shall be installed prior to the installation of road base, curbs, gutters, and the surfacing of streets.

B. Performance Guarantees:

1. Before final plat approval by the city council, the subdivider shall have satisfied the financing requirements of section [10-21-6](#) of this chapter. The required performance guarantees are to assure the actual construction of the following improvements within a period of two (2) years in a

manner satisfactory to and in an amount specified by the city council. Improvements include part or all of the following: streets, curbs, gutters, water supply systems, fire hydrants, sewer systems, surface water disposal systems, protection from hazards of canals and ditches, safety fences, street trees, monuments, or other improvements required by the city council. (Ord. 766, 9-7-2010)

2. Sidewalks shall be installed by the building contractor at the same time as the said contractor installs driveways and walkways on individual lots. Said installation of sidewalks shall be completed and in good repair at or before the time an application for occupancy is made to the community development director. (Ord. 854, 5-6-2014)

3. The developer shall be responsible for the satisfactory performance of improvements dedicated to the city for a period of ~~two (2)~~ one (1) years after inspection and final acceptance by the city. These improvements include, but are not limited to: streets, curbs, gutters, sidewalks, water main lines, fire hydrants, sewer mains and manholes, storm sewer mains and catch boxes, monuments, and street signs which are in a dedicated easement and are controlled solely by the city.

4. The developer's engineer shall, as each improvement is installed, certify, in writing, that the installed improvements meet city standards and that said improvements have been completed as approved by the city. Said written certification shall be delivered to the city engineer, who shall make periodic on site inspections for plan review and to verify the certification of the developer's engineer. The developer's engineer shall provide evidence to the satisfaction of the city engineer that the installed improvements meet city standards before the developer shall be allowed to proceed with other improvements on the development, or to begin construction of buildings or structures in the subdivision.

5. In the event a utility easement or easements are provided to the city in connection with the installed improvements, the utility line shall be placed as close to the center of said easement as is reasonably possible. (Ord. 766, 9-7-2010)

C. Standards: Standards for design, construction, specifications and inspection of street improvements, curbs and gutters, sidewalks and drainage facilities shall be prepared by the city engineer, standards of design and procedure by the planning commission, standards for water distribution and sewage disposal facilities by the state board of health and city engineer, and similar standards for fire hydrants by the city engineer and fire department. Such standards and rules and regulations, and any amendments thereto, before becoming effective, shall be adopted or amended by the city council as a part of this chapter after recommendation by the planning commission and shall be available to the public. (Ord. 815, 9-25-2012)

Commented [ME1]: Update required to be in compliance with Utah State Code definition of "Improvement warranty period" as found in UCA 10-9a-103(20)

Title 10, Chapter 25 DEVELOPMENT IN ALL ZONES

10-25-1: GENERAL PROVISIONS:

10-25-2: DEFINITIONS:

10-25-3: SCOPE OF CHAPTER:

10-25-4: PREAPPLICATION SKETCH PLAN:

10-25-5: PRELIMINARY PLAN REQUIRED:

10-25-6: DESIGN STANDARDS:

10-25-7: IMPROVEMENTS:

10-25-7: IMPROVEMENTS:

A. Time Of Construction: The improvements listed in this section shall be installed prior to final inspection and issuance of a certificate of occupancy except as provided in subsection B of this section. No improvements shall be installed until their design and specifications are reviewed by the city engineer for conformance with this chapter. Water and sewer mains and laterals and fire hydrants shall be installed prior to the installation of road base, curbs, gutters, sidewalks and the surfacing of streets.

B. Performance Bonds:

1. In lieu of actual completion of the improvements listed in this section and before final approval by the city council, the developer may deposit with the city ~~recorder~~-a surety or cash bond to ensure the actual construction of said improvements within a period of two (2) years after final approval by the city council in a manner satisfactory to and in an amount specified by the council. Improvements shall include part or all of the following: streets, curbs, gutters, sidewalks, water supply systems, fire hydrants, sewer systems, surface water disposal systems, protection from hazards of canals and ditches, safety fences, landscaping, monuments, street signs, or other improvements required by the city council and planning commission.

2. The developer shall be responsible for the satisfactory performance of improvements dedicated to the city for a period of ~~two (2) years~~ one (1) years after inspection and final acceptance by the city. These improvements include, but are not limited to: streets, curbs, gutters, sidewalks, water main lines, fire hydrants, sewer mains and manholes, storm sewer mains and catch boxes, monuments, and street signs which are in a dedicated easement and are controlled solely by the city. (Ord. 701, 5-6-2008)

3. Prior to the final plat being presented to the City Council for approval, the subdivider/developer (or an individual with legal authority acting on behalf of the subdivider/developer) shall, at the discretion of the city, satisfy one of the following improvement performance requirements:

a. Escrow Deposit: Enter into a developer's agreement with the city and furnish satisfactory proof of an escrow deposit in favor of the city in an amount equal to the cost of the improvements required for the subdivision, plus ten percent (10%) of said costs, with said amounts to be released pursuant to the terms and conditions of the developer's agreement.

Commented [ME2]: Update required to be in compliance with Utah State Code definition of "Improvement warranty period" as found in UCA 10-9a-103(20)

b. Performance Bond: Enter into a developer's agreement with the city and furnish to the city a developer's performance bond in an amount equal to one hundred twenty-five percent (125%) of the cost of the improvements required for the subdivision, with said bond to be released pursuant to the terms and conditions of the developer's agreement.

C. Standards: Standards for design, construction, specifications and inspection of street improvements, curbs and gutters, sidewalks and drainage facilities shall be prepared by the city engineer, standards of design and procedure by the planning commission, standards for water distribution and sewage disposal facilities by the state board of health and city engineer, and similar standards for fire hydrants by the city engineer and fire department. Such standards and rules and regulations, and any amendments thereto, before becoming effective, shall be adopted or amended by the city council as a part of this chapter after recommendation by the planning commission and shall be available to the public. (Ord. 815, 9-25-2012)

Effective 5/12/2015

10-9a-103 Definitions.

As used in this chapter:

- (1) "Affected entity" means a county, municipality, local district, special service district under Title 17D, Chapter 1, Special Service District Act, school district, interlocal cooperation entity established under Title 11, Chapter 13, Interlocal Cooperation Act, specified public utility, property owner, property owners association, or the Utah Department of Transportation, if:
 - (a) the entity's services or facilities are likely to require expansion or significant modification because of an intended use of land;
 - (b) the entity has filed with the municipality a copy of the entity's general or long-range plan; or
 - (c) the entity has filed with the municipality a request for notice during the same calendar year and before the municipality provides notice to an affected entity in compliance with a requirement imposed under this chapter.
- (2) "Appeal authority" means the person, board, commission, agency, or other body designated by ordinance to decide an appeal of a decision of a land use application or a variance.
- (3) "Billboard" means a freestanding ground sign located on industrial, commercial, or residential property if the sign is designed or intended to direct attention to a business, product, or service that is not sold, offered, or existing on the property where the sign is located.
- (4)
 - (a) "Charter school" means:
 - (i) an operating charter school;
 - (ii) a charter school applicant that has its application approved by a charter school authorizer in accordance with Title 53A, Chapter 1a, Part 5, The Utah Charter Schools Act; or
 - (iii) an entity that is working on behalf of a charter school or approved charter applicant to develop or construct a charter school building.
 - (b) "Charter school" does not include a therapeutic school.
- (5) "Conditional use" means a land use that, because of its unique characteristics or potential impact on the municipality, surrounding neighbors, or adjacent land uses, may not be compatible in some areas or may be compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts.
- (6) "Constitutional taking" means a governmental action that results in a taking of private property so that compensation to the owner of the property is required by the:
 - (a) Fifth or Fourteenth Amendment of the Constitution of the United States; or
 - (b) Utah Constitution Article I, Section 22.
- (7) "Culinary water authority" means the department, agency, or public entity with responsibility to review and approve the feasibility of the culinary water system and sources for the subject property.
- (8) "Development activity" means:
 - (a) any construction or expansion of a building, structure, or use that creates additional demand and need for public facilities;
 - (b) any change in use of a building or structure that creates additional demand and need for public facilities; or
 - (c) any change in the use of land that creates additional demand and need for public facilities.
- (9)
 - (a) "Disability" means a physical or mental impairment that substantially limits one or more of a person's major life activities, including a person having a record of such an impairment or being regarded as having such an impairment.

- (b) "Disability" does not include current illegal use of, or addiction to, any federally controlled substance, as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802.
- (10) "Educational facility":
 - (a) means:
 - (i) a school district's building at which pupils assemble to receive instruction in a program for any combination of grades from preschool through grade 12, including kindergarten and a program for children with disabilities;
 - (ii) a structure or facility:
 - (A) located on the same property as a building described in Subsection (10)(a)(i); and
 - (B) used in support of the use of that building; and
 - (iii) a building to provide office and related space to a school district's administrative personnel; and
 - (b) does not include:
 - (i) land or a structure, including land or a structure for inventory storage, equipment storage, food processing or preparing, vehicle storage or maintenance, or similar use that is:
 - (A) not located on the same property as a building described in Subsection (10)(a)(i); and
 - (B) used in support of the purposes of a building described in Subsection (10)(a)(i); or
 - (ii) a therapeutic school.
- (11) "Fire authority" means the department, agency, or public entity with responsibility to review and approve the feasibility of fire protection and suppression services for the subject property.
- (12) "Flood plain" means land that:
 - (a) is within the 100-year flood plain designated by the Federal Emergency Management Agency; or
 - (b) has not been studied or designated by the Federal Emergency Management Agency but presents a likelihood of experiencing chronic flooding or a catastrophic flood event because the land has characteristics that are similar to those of a 100-year flood plain designated by the Federal Emergency Management Agency.
- (13) "General plan" means a document that a municipality adopts that sets forth general guidelines for proposed future development of the land within the municipality.
- (14) "Geologic hazard" means:
 - (a) a surface fault rupture;
 - (b) shallow groundwater;
 - (c) liquefaction;
 - (d) a landslide;
 - (e) a debris flow;
 - (f) unstable soil;
 - (g) a rock fall; or
 - (h) any other geologic condition that presents a risk:
 - (i) to life;
 - (ii) of substantial loss of real property; or
 - (iii) of substantial damage to real property.
- (15) "Hookup fee" means a fee for the installation and inspection of any pipe, line, meter, or appurtenance that connects to a municipal water, sewer, storm water, power, or other utility system.
- (16) "Identical plans" means building plans submitted to a municipality that:
 - (a) are clearly marked as "identical plans";
 - (b) are substantially identical to building plans that were previously submitted to and reviewed and approved by the municipality; and

- (c) describe a building that:
 - (i) is located on land zoned the same as the land on which the building described in the previously approved plans is located;
 - (ii) is subject to the same geological and meteorological conditions and the same law as the building described in the previously approved plans;
 - (iii) has a floor plan identical to the building plan previously submitted to and reviewed and approved by the municipality; and
 - (iv) does not require any additional engineering or analysis.
- (17) "Impact fee" means a payment of money imposed under Title 11, Chapter 36a, Impact Fees Act.
- (18) "Improvement completion assurance" means a surety bond, letter of credit, financial institution bond, cash, assignment of rights, lien, or other equivalent security required by a municipality to guaranty the proper completion of landscaping or an infrastructure improvement required as a condition precedent to:
 - (a) recording a subdivision plat; or
 - (b) development of a commercial, industrial, mixed use, or multifamily project.
- (19) "Improvement warranty" means an applicant's unconditional warranty that the applicant's installed and accepted landscaping or infrastructure improvement:
 - (a) complies with the municipality's written standards for design, materials, and workmanship; and
 - (b) will not fail in any material respect, as a result of poor workmanship or materials, within the improvement warranty period.
- (20) "Improvement warranty period" means a period:
 - (a) no later than one year after a municipality's acceptance of required landscaping; or
 - (b) no later than one year after a municipality's acceptance of required infrastructure, unless the municipality:
 - (i) determines for good cause that a one-year period would be inadequate to protect the public health, safety, and welfare; and
 - (ii) has substantial evidence, on record:
 - (A) of prior poor performance by the applicant; or
 - (B) that the area upon which the infrastructure will be constructed contains suspect soil and the municipality has not otherwise required the applicant to mitigate the suspect soil.
- (21) "Infrastructure improvement" means permanent infrastructure that an applicant must install:
 - (a) pursuant to published installation and inspection specifications for public improvements; and
 - (b) as a condition of:
 - (i) recording a subdivision plat; or
 - (ii) development of a commercial, industrial, mixed use, condominium, or multifamily project.
- (22) "Internal lot restriction" means a platted note, platted demarcation, or platted designation that:
 - (a) runs with the land; and
 - (b)
 - (i) creates a restriction that is enclosed within the perimeter of a lot described on the plat; or
 - (ii) designates a development condition that is enclosed within the perimeter of a lot described on the plat.
- (23) "Land use application" means an application required by a municipality's land use ordinance.
- (24) "Land use authority" means:
 - (a) a person, board, commission, agency, or body, including the local legislative body, designated by the local legislative body to act upon a land use application; or

- (b) if the local legislative body has not designated a person, board, commission, agency, or body, the local legislative body.
- (25) "Land use ordinance" means a planning, zoning, development, or subdivision ordinance of the municipality, but does not include the general plan.
- (26) "Land use permit" means a permit issued by a land use authority.
- (27) "Legislative body" means the municipal council.
- (28) "Local district" means an entity under Title 17B, Limited Purpose Local Government Entities - Local Districts, and any other governmental or quasi-governmental entity that is not a county, municipality, school district, or the state.
- (29) "Lot line adjustment" means the relocation of the property boundary line in a subdivision between two adjoining lots with the consent of the owners of record.
- (30) "Moderate income housing" means housing occupied or reserved for occupancy by households with a gross household income equal to or less than 80% of the median gross income for households of the same size in the county in which the city is located.
- (31) "Nominal fee" means a fee that reasonably reimburses a municipality only for time spent and expenses incurred in:
 - (a) verifying that building plans are identical plans; and
 - (b) reviewing and approving those minor aspects of identical plans that differ from the previously reviewed and approved building plans.
- (32) "Noncomplying structure" means a structure that:
 - (a) legally existed before its current land use designation; and
 - (b) because of one or more subsequent land use ordinance changes, does not conform to the setback, height restrictions, or other regulations, excluding those regulations, which govern the use of land.
- (33) "Nonconforming use" means a use of land that:
 - (a) legally existed before its current land use designation;
 - (b) has been maintained continuously since the time the land use ordinance governing the land changed; and
 - (c) because of one or more subsequent land use ordinance changes, does not conform to the regulations that now govern the use of the land.
- (34) "Official map" means a map drawn by municipal authorities and recorded in a county recorder's office that:
 - (a) shows actual and proposed rights-of-way, centerline alignments, and setbacks for highways and other transportation facilities;
 - (b) provides a basis for restricting development in designated rights-of-way or between designated setbacks to allow the government authorities time to purchase or otherwise reserve the land; and
 - (c) has been adopted as an element of the municipality's general plan.
- (35) "Parcel boundary adjustment" means a recorded agreement between owners of adjoining properties adjusting their mutual boundary if:
 - (a) no additional parcel is created; and
 - (b) each property identified in the agreement is unsubdivided land, including a remainder of subdivided land.
- (36) "Person" means an individual, corporation, partnership, organization, association, trust, governmental agency, or any other legal entity.
- (37) "Plan for moderate income housing" means a written document adopted by a city legislative body that includes:
 - (a) an estimate of the existing supply of moderate income housing located within the city;

- (b) an estimate of the need for moderate income housing in the city for the next five years as revised biennially;
 - (c) a survey of total residential land use;
 - (d) an evaluation of how existing land uses and zones affect opportunities for moderate income housing; and
 - (e) a description of the city's program to encourage an adequate supply of moderate income housing.
- (38) "Plat" means a map or other graphical representation of lands being laid out and prepared in accordance with Section 10-9a-603, 17-23-17, or 57-8-13.
- (39) "Potential geologic hazard area" means an area that:
- (a) is designated by a Utah Geological Survey map, county geologist map, or other relevant map or report as needing further study to determine the area's potential for geologic hazard; or
 - (b) has not been studied by the Utah Geological Survey or a county geologist but presents the potential of geologic hazard because the area has characteristics similar to those of a designated geologic hazard area.
- (40) "Public agency" means:
- (a) the federal government;
 - (b) the state;
 - (c) a county, municipality, school district, local district, special service district, or other political subdivision of the state; or
 - (d) a charter school.
- (41) "Public hearing" means a hearing at which members of the public are provided a reasonable opportunity to comment on the subject of the hearing.
- (42) "Public meeting" means a meeting that is required to be open to the public under Title 52, Chapter 4, Open and Public Meetings Act.
- (43) "Receiving zone" means an area of a municipality that the municipality designates, by ordinance, as an area in which an owner of land may receive a transferable development right.
- (44) "Record of survey map" means a map of a survey of land prepared in accordance with Section 17-23-17.
- (45) "Residential facility for persons with a disability" means a residence:
- (a) in which more than one person with a disability resides; and
 - (b)
 - (i) which is licensed or certified by the Department of Human Services under Title 62A, Chapter 2, Licensure of Programs and Facilities; or
 - (ii) which is licensed or certified by the Department of Health under Title 26, Chapter 21, Health Care Facility Licensing and Inspection Act.
- (46) "Rules of order and procedure" means a set of rules that govern and prescribe in a public meeting:
- (a) parliamentary order and procedure;
 - (b) ethical behavior; and
 - (c) civil discourse.
- (47) "Sanitary sewer authority" means the department, agency, or public entity with responsibility to review and approve the feasibility of sanitary sewer services or onsite wastewater systems.
- (48) "Sending zone" means an area of a municipality that the municipality designates, by ordinance, as an area from which an owner of land may transfer a transferable development right.
- (49) "Specified public agency" means:
- (a) the state;

- (b) a school district; or
 - (c) a charter school.
- (50) "Specified public utility" means an electrical corporation, gas corporation, or telephone corporation, as those terms are defined in Section 54-2-1.
- (51) "State" includes any department, division, or agency of the state.
- (52) "Street" means a public right-of-way, including a highway, avenue, boulevard, parkway, road, lane, walk, alley, viaduct, subway, tunnel, bridge, public easement, or other way.
- (53)
- (a) "Subdivision" means any land that is divided, resubdivided or proposed to be divided into two or more lots, parcels, sites, units, plots, or other division of land for the purpose, whether immediate or future, for offer, sale, lease, or development either on the installment plan or upon any and all other plans, terms, and conditions.
 - (b) "Subdivision" includes:
 - (i) the division or development of land whether by deed, metes and bounds description, devise and testacy, map, plat, or other recorded instrument; and
 - (ii) except as provided in Subsection (53)(c), divisions of land for residential and nonresidential uses, including land used or to be used for commercial, agricultural, and industrial purposes.
 - (c) "Subdivision" does not include:
 - (i) a bona fide division or partition of agricultural land for the purpose of joining one of the resulting separate parcels to a contiguous parcel of unsubdivided agricultural land, if neither the resulting combined parcel nor the parcel remaining from the division or partition violates an applicable land use ordinance;
 - (ii) a recorded agreement between owners of adjoining unsubdivided properties adjusting their mutual boundary if:
 - (A) no new lot is created; and
 - (B) the adjustment does not violate applicable land use ordinances;
 - (iii) a recorded document, executed by the owner of record:
 - (A) revising the legal description of more than one contiguous unsubdivided parcel of property into one legal description encompassing all such parcels of property; or
 - (B) joining a subdivided parcel of property to another parcel of property that has not been subdivided, if the joinder does not violate applicable land use ordinances;
 - (iv) a recorded agreement between owners of adjoining subdivided properties adjusting their mutual boundary if:
 - (A) no new dwelling lot or housing unit will result from the adjustment; and
 - (B) the adjustment will not violate any applicable land use ordinance;
 - (v) a bona fide division or partition of land by deed or other instrument where the land use authority expressly approves in writing the division in anticipation of further land use approvals on the parcel or parcels; or
 - (vi) a parcel boundary adjustment.
 - (d) The joining of a subdivided parcel of property to another parcel of property that has not been subdivided does not constitute a subdivision under this Subsection (53) as to the unsubdivided parcel of property or subject the unsubdivided parcel to the municipality's subdivision ordinance.
- (54) "Suspect soil" means soil that has:
- (a) a high susceptibility for volumetric change, typically clay rich, having more than a 3% swell potential;
 - (b) bedrock units with high shrink or swell susceptibility; or

- (c) gypsiferous silt and clay, gypsum, or bedrock units containing abundant gypsum commonly associated with dissolution and collapse features.
- (55) "Therapeutic school" means a residential group living facility:
 - (a) for four or more individuals who are not related to:
 - (i) the owner of the facility; or
 - (ii) the primary service provider of the facility;
 - (b) that serves students who have a history of failing to function:
 - (i) at home;
 - (ii) in a public school; or
 - (iii) in a nonresidential private school; and
 - (c) that offers:
 - (i) room and board; and
 - (ii) an academic education integrated with:
 - (A) specialized structure and supervision; or
 - (B) services or treatment related to a disability, an emotional development, a behavioral development, a familial development, or a social development.
- (56) "Transferable development right" means a right to develop and use land that originates by an ordinance that authorizes a land owner in a designated sending zone to transfer land use rights from a designated sending zone to a designated receiving zone.
- (57) "Unincorporated" means the area outside of the incorporated area of a city or town.
- (58) "Water interest" means any right to the beneficial use of water, including:
 - (a) each of the rights listed in Section 73-1-11; and
 - (b) an ownership interest in the right to the beneficial use of water represented by:
 - (i) a contract; or
 - (ii) a share in a water company, as defined in Section 73-3-3.5.
- (59) "Zoning map" means a map, adopted as part of a land use ordinance, that depicts land use zones, overlays, or districts.

Amended by Chapter 327, 2015 General Session

10-9a-509.5 Review for application completeness -- Substantive application review -- Reasonable diligence required for determination of whether improvements or warranty work meets standards -- Money damages claim prohibited.

(1)

- (a) Each municipality shall, in a timely manner, determine whether an application is complete for the purposes of subsequent, substantive land use authority review.
- (b) After a reasonable period of time to allow the municipality diligently to evaluate whether all objective ordinance-based application criteria have been met, if application fees have been paid, the applicant may in writing request that the municipality provide a written determination either that the application is:
 - (i) complete for the purposes of allowing subsequent, substantive land use authority review; or
 - (ii) deficient with respect to a specific, objective, ordinance-based application requirement.
- (c) Within 30 days of receipt of an applicant's request under this section, the municipality shall either:
 - (i) mail a written notice to the applicant advising that the application is deficient with respect to a specified, objective, ordinance-based criterion, and stating that the application shall be supplemented by specific additional information identified in the notice; or
 - (ii) accept the application as complete for the purposes of further substantive processing by the land use authority.
- (d) If the notice required by Subsection (1)(c)(i) is not timely mailed, the application shall be considered complete, for purposes of further substantive land use authority review.

(e)

- (i) The applicant may raise and resolve in a single appeal any determination made under this Subsection (1) to the appeal authority, including an allegation that a reasonable period of time has elapsed under Subsection (1)(a).
- (ii) The appeal authority shall issue a written decision for any appeal requested under this Subsection (1)(e).

(f)

- (i) The applicant may appeal to district court the decision of the appeal authority made under Subsection (1)(e).
- (ii) Each appeal under Subsection (1)(f)(i) shall be made within 30 days of the date of the written decision.

(2)

- (a) Each land use authority shall substantively review a complete application and an application considered complete under Subsection (1)(d), and shall approve or deny each application with reasonable diligence.
- (b) After a reasonable period of time to allow the land use authority to consider an application, the applicant may in writing request that the land use authority take final action within 45 days from date of service of the written request.
- (c) The land use authority shall take final action, approving or denying the application within 45 days of the written request.
- (d) If the land use authority denies an application processed under the mandates of Subsection (2)(b), or if the applicant has requested a written decision in the application, the land use authority shall include its reasons for denial in writing, on the record, which may include the official minutes of the meeting in which the decision was rendered.
- (e) If the land use authority fails to comply with Subsection (2)(c), the applicant may appeal this failure to district court within 30 days of the date on which the land use authority is required to take final action under Subsection (2)(c).

(3)

- (a) With reasonable diligence, each land use authority shall determine whether the installation of required subdivision improvements or the performance of warranty work meets the municipality's adopted standards.
- (b)
 - (i) An applicant may in writing request the land use authority to accept or reject the applicant's installation of required subdivision improvements or performance of warranty work.
 - (ii) The land use authority shall accept or reject subdivision improvements within 15 days after receiving an applicant's written request under Subsection (3)(b)(i), or as soon as practicable after that 15-day period if inspection of the subdivision improvements is impeded by winter weather conditions.
 - (iii) The land use authority shall accept or reject the performance of warranty work within 45 days after receiving an applicant's written request under Subsection (3)(b)(i), or as soon as practicable after that 45-day period if inspection of the warranty work is impeded by winter weather conditions.
- (c) If a land use authority determines that the installation of required subdivision improvements or the performance of warranty work does not meet the municipality's adopted standards, the land use authority shall comprehensively and with specificity list the reasons for its determination.
- (4) Subject to Section 10-9a-509, nothing in this section and no action or inaction of the land use authority relieves an applicant's duty to comply with all applicable substantive ordinances and regulations.
- (5) There shall be no money damages remedy arising from a claim under this section.

Amended by Chapter 378, 2010 General Session