



Staff Report

Coalville City
Community Development Director

To: Coalville City Council and Mayor
From: Don Sargent, Community Development Director
Date of Meeting: May 12, 2025
Re: Downtown Main Street Outdoor Dining Development Code Amendments
Action: Public Hearing and Possible Adoption
Process: Legislative

Outdoor Dining Development Code Text Amendments

REQUEST: Continue the review, discussion, conduct a public hearing, and possibly adopt amendments to the development code to allow limited outdoor dining opportunities within the downtown Main Street corridor of the city.

BACKGROUND: It has come to the attention of the City that outdoor dining opportunities associated with restaurants or other business uses may be desired along Main Street.

At their meeting on March 24, 2025 the City Council directed staff and the Planning Commission to proceed with drafting code provisions for outdoor dining opportunities within downtown Main Street.

The City General Plan includes goals, objectives and policies to “work with existing businesses to enhance economic sustainability and growth opportunities” (Community Vision Goal 2: Objective 1, Policy 6) and providing “distinctive shopping areas emphasizing attractive meeting places and staging for a variety of community activities to produce a vibrant community centerpiece” (Economic Main Street Vision) and “promote and encourage commercial endeavors to strengthen and improve the city’s tax base and provide convenient services to residents” (Economic Goal 1).

The City Making Main Street Plan Section B7 – Economic and Land Use also encourages the use of on-road parking spots for seasonal gatherings of outdoor dining opportunities.

Planning Commission Review On April 21, 2025 the Planning Commission conducted a public hearing and recommended approval of the development code amendments to the City Council.

City Council Review On April 28, 2025 the City Council reviewed and discussed the draft code amendment and lease agreement in work session and directed Staff to schedule a public hearing for possible adoption of the amendment.

ANALYSIS: Attachment A includes several photo samples of outdoor dining uses for review.

Other communities that promotes and offer outdoor dining opportunities typically limit outdoor dining to seasonal use, require a lease agreement with the City, ensure that sidewalks are not blocked, and sufficient parking is available.

Staff has redlined language in the development code that would allow outdoor dining uses along downtown Main Street as a low impact permit for consideration. Attachment B includes the draft code amendments. Staff has also included a draft Outdoor Dining Agreement as Attachment C.

RECOMMENDATION: Staff recommends the City Council review and discuss the proposed amendment language and draft lease agreement, conduct a public hearing, and adopt the development code amendment as Ordinance 2025-2 Attachment D.

As an alternative action, the City Council may provide additional direction to Staff regarding the code amendment and lease agreement for continued review and consideration at a subsequent meeting.

ATTACHMENTS

- A.** Photo Samples of Outdoor Dining Uses
- B.** Draft "Track Changes" Development Code Language Amendments
- C.** Draft Outdoor Dining Lease Agreement
- D.** Ordinance 2025-2

ATTACHMENT A







ATTACHMENT B

Chapter 08-020: TABLE OF USES

Permitted Uses	AG	RA	R-1	R-2	R-4	R-8	CC	HC	LI	Additional Reference
<i>Home Occupations, Minor</i>	A	A	A	A	A	A	A	A	X	See Code 07-050
<i>Home Occupations, Major</i>	L	L	L	L	L	L	L	L	X	See Code 07-060
<i>Hotel; Motel</i>	X	X	X	X	X	X	A	A	X	
<i>Household Pets (maximum 4 pets of the same species)</i>	A	A	A	A	A	A	A	A	X	Not counting puppies or kittens up to 4 months old
Junk yard/salvage yard	X	X	X	X	X	X	X	X	C	
Liquor retail store	X	X	X	X	X	X	C	C	C	
Marijuana (Cannabis) dispensary	X	X	X	X	X	X	X	X	X	
Marijuana (Cannabis) farming	C	X	X	X	X	X	X	X	X	Must be legally permitted and authorized by the State of Utah
Mortuary; funeral home	C	C	X	X	X	X	C	C	C	
<i>Nursery/Greenhouse</i>	A	A	A	A*	A*	A*	A	A	A	*Non-Commercial in R-2, R-4, and R-8 Zones
<i>Nursing Home</i>	L	L	L	L	L	L	A	A	X	
Onsite manager, caretaker or workers dwelling	L	L	L	L	L	L	L	L	L	
<u>Outdoor Dining, Downtown Main Street</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>L</u>	<u>X</u>	<u>X</u>	<u>Lease Agreement Required</u>
Outdoor gun, archery, or other weaponry activities	C	C	X	X	X	X	X	X	C	
Park and ride facilities	C	C	C	C	X	X	A	A	A	
<i>Parking lot</i> , incidental to a use conducted on premises	T	T	T	T	T	T	T	T	T	
Pest extermination chemical storage	X	X	X	X	X	X	C	C	C	
Processing and Manufacturing	X	X	X	X	X	X	X	X	C	
<i>Professional Service Uses</i>	L	L	L	L	L	L	A	A	A	
Public Parks	L	L	L	L	L	L	L	L	L	
<i>Public or Quasi-Public Uses</i>	L	L	L	L	L	L	L	L	L	
Public utility installations	X	X	X	X	X	X	X	X	A	

**STREET DINING ON MAIN STREET
OUTDOOR DINING LEASE 2025**

This Main Street Outdoor Dining Lease 2025 (the “Lease” or “Agreement”) is made and executed this ____ day of _____, 2025, by and between **COALVILLE CITY MUNICIPAL CORPORATION**, a Utah municipal corporation, (the “City”, “Coalville City”, or “Landlord”) and _____, a Utah corporation, (the “Tenant”) located at _____, Coalville City, Utah.

RECITALS

WHEREAS, the City wishes to enable opportunities for restaurants on Main Street to be able to provide additional outdoor dining opportunities; and

WHEREAS, the City’s goals include the establishment of new and creative opportunities to facilitate the Main Street experience for residents and visitors alike during the shoulder and summer seasons; and

WHEREAS, the City’s goals include the preservation and enhancement of Coalville City’s character regarding Historic Downtown and the desire to strengthen the pedestrian experience along Main Street; and

WHEREAS, the City recognizes the desire of many visitors and residents to dine outdoors along historic Main Street; and

WHEREAS, the City’s General Plan, and Making Main Street Plan recommends utilizing street design techniques to encourage slower traffic speeds and a more intimate pedestrian-oriented scale; and

WHEREAS, the City’s goals include maintaining and furthering the community’s economic opportunities, as well as enhancing the economic viability of Coalville City’s Main Street Business District.

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

TERMS & CONDITIONS OF LEASE

Based upon good and valuable mutual consideration, the Parties agree as follows:

1. **PROPERTY.** The property affected by this Lease is generally described as the street area and sidewalk directly fronting Tenant’s building located at _____, which has a length of _____ feet (_____ parking spaces), and more specifically described in the site plan **Exhibit A**, attached hereto and incorporated herein by this reference, (the “Premises”).
2. **LOW IMPACT PERMIT.** A Low Impact Permit and associated site plan shall be required for the Outdoor Dining use and Improvements addressing the following requirements:

- a. The length of the outdoor dining deck per restaurant may not exceed forty feet (40').
 - b. Improvements may not interfere with any crosswalk use and pedestrian movement.
 - c. All existing sight distances at intersections shall be maintained.
 - d. Tenants shall identify and use any available off-street parking space associated with the business property for customer parking.
 - e. Sidewalks shall not be blocked by the improvements for outdoor dining.
 - f. Improvement plans shall be reviewed and approved by the city building officials.
 - g. Improvements to match the architectural design, colors, and materials of the associated restaurant building.
3. SIGN PERMIT. No signs shall be permitted on the Premises except as specifically approved by the Coalville City Municipal Corporation Planning Department pursuant to the Coalville City Sign Code and/or Tenant's Master Sign Plan.
4. RENT. Annual rent is for the use of the street for the deck is _____ Dollars (\$____) per parking space of a linear length. Tenant shall be solely responsible for payment of any and all costs associated with Tenant's performance under this Lease, including but not limited to additional business licensing fees, insurance, sales taxes, damages to premises caused by Tenant and/or Tenant's customers, and other expenses.
5. TERM. Unless otherwise delayed, suspended or terminated by Summit County health order(s), the term of this Agreement shall commence on _____, 2025 and shall terminate on October 31, 2025 ("Term") unless terminated earlier as provided herein. The Premises may only be utilized for a six (6) month period commencing on _____ 2025 and terminating on October 31, 2025. This Agreement may be terminated by Coalville City upon a finding of noncompliance of this Agreement, early snowfall, or the attached operational restrictions.

The use of the Premises shall not conflict with any previously existing Special Event recipients on Main Street, specifically the Summit County Fair Parade, Car Show and the North Summit Homecoming Parade.
6. MAIN STREET IMPROVEMENTS. If at any time the street dining deck needs to be removed due to construction related to Main Street improvements, the City will give each affected street dining business owner a minimum of seventy-two (72) hours to have their decks removed. The City will not be responsible for any associated costs involving deck removal/placement or potential lost revenue.
7. USE OF PREMISES. Tenant may use the Premises only for outdoor dining services in a manner consistent with applicable Summit County health orders, requirements of the associated Low Impact Permit, and the terms of this Agreement. Additional operational restrictions which must be complied with as part of the conditions of this Lease are attached hereto and incorporated herein in

Exhibit B. Coalville City makes no representations regarding the Premises and Tenant accepts the Premises "AS IS."

8. **IMPROVEMENTS TO THE PREMISES.** Tenant shall not make any improvements to the Premises without first obtaining Coalville City's written consent. Any improvements approved by Coalville City shall be completed at Tenant's sole expense and removed at Tenant's sole expense upon expiration of this Agreement. No permanent alterations to the City's property are permitted.

Failure to remove improvements when requested and/or the end of the lease term, the Tenant shall be assessed for the cost incurred of removal.

9. **INSURANCE.** Tenant shall, at Tenant's sole expense, carry a policy of general liability insurance in an amount of at least One Million Dollars (\$1,000,000) per combined single limit per occurrence and Two Million Dollars (\$2,000,000) per aggregate for personal injury, bodily injury and property damage. Coalville City shall be named as an additional insured by endorsement on each policy. Tenant's insurance is to be primary to Coalville City's and Coalville City's insurance shall be non-contributory. A certificate of insurance naming Coalville City as an additional insured shall be provided to Coalville City on or before the Lease commencement. Insurance shall be maintained continuously during the term of the Lease and should any of the above-described policies be cancelled before the expiration date thereof, Tenant shall deliver notice to Coalville City within thirty (30) days of cancellation. Tenant may carry whatever other insurance Tenant deems appropriate. The parties agree that Tenant's sole remedy in the event of business interruptions, fire, windstorm, or other loss from hazard shall be its own insurance and Tenant will have no action against Coalville City. Coalville City is protected by the Utah Governmental Immunity Act, and nothing herein is intended to waive or limit the protection of the Act on behalf of either entity, but to the extent it is consistent with this intent, it is the purpose of this provision to protect Coalville City for liability or allegations arising out of the Tenant's use of the Premises.
10. **HOLD HARMLESS.** Tenant covenants and agrees to defend, indemnify and hold Coalville City harmless from all claims, loss, damage, injury or liability (hereafter "Liability") resulting from Tenant's use and occupancy of the Premises to the full extent permitted by law and/or the Utah Governmental Immunity Act, including reasonable attorney's fees, but excluding any liability resulting from acts or omissions of Coalville City, its officers, employees or agents. Nothing herein shall be construed as a waiver of any of the rights or defenses under the Utah Governmental Immunity Act (Utah Code Ann. Sections 63-30-1, et seq.), as amended. The obligations hereunder shall be determined under principles of tort law including, but not limited to, the Governmental Immunity Act. In case of an emergency including but not limited to a flood, storm drain, or utility, the structure may be removed or damaged by response teams at the cost of the Tenant. Tenant shall indemnify, protect and hold the Landlord harmless from and defend (by counsel reasonably acceptable to Landlord) the Landlord against any and all claims, causes of action, liability, damage, loss or expense (including reasonable attorneys' fees and costs and court costs), statutory or otherwise arising out of or incurred in connection with (i) the use, operation, occupancy or existence of the Premises or the presence of

visitors, or any other person, at the Premises during the Term, (ii) any activity, work or thing done or permitted or suffered by Tenant in or about the Premises, (iii) any acts, omissions or negligence of Tenant, any person claiming through Tenant, or the contractors, agents, employees, members of the public, invitees, or visitors of Tenant or any other such person ("Tenant Party" or "Tenant Parties"), (iv) any breach, violation or nonperformance by any Tenant Party of any provision of this Lease or of any law of any kind, or (v) except to the extent resulting from any negligence or intentional torts of Landlord.

11. **ASSIGNABILITY.** Tenant shall not assign or transfer any interest in this Agreement without the prior written consent of Coalville City. Any assignment or transfer without written approval is void.
12. **PROFESSIONAL PERFORMANCE.** Tenant agrees to perform services under this Agreement at the highest professional standards, and to the satisfaction of Coalville City.
13. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.
14. **ELECTRONIC SIGNATURES.** Each party agrees that the signatures of the parties included in this Agreement, whether affixed on an original document manually and later electronically transmitted or whether affixed by an electronic signature through an electronic signature system such as DocuSign, are intended to authenticate this writing and to create a legal and enforceable agreement between the parties hereto.
15. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the state of Utah.
16. **ENTIRE AGREEMENT.** This Agreement constitutes the entire and only agreement between the parties, and it cannot be altered or amended except by written instrument, signed by both parties.

Executed the day and year first above written.

Tenant:

a Utah corporation,
dba

By:_____

Name Printed:_____

Title:_____

ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF SUMMIT)

On this _____ day of _____, 2025, personally appeared before me _____, who being duly sworn, did say that he/she is the _____ of _____, a Utah corporation, **dba** _____ and acknowledged to me that the preceding Agreement was signed on behalf of the company, and he/she acknowledged that the company did execute the same for its stated purpose.

Notary Public

COALVILLE CITY MUNICIPAL CORPORATION,
a Utah municipal corporation

By: _____
Mark Marsh, Mayor

Attest:

Approved as to form:

Trevor Devey, City Recorder

City Attorney

I declare under criminal penalty under the law of Utah that foregoing is true and correct.
Signed on the _____ day of _____, 2025, at _____
(insert State and County here).

Printed Name: _____

Signature: _____

ATTACHMENT D

ORDINANCE NO. 2025-2

AN ORDINANCE TO ADOPT AMENDMENTS FOR THE DEVELOPMENT CODE FOR COALVILLE CITY

BE IT ORDAINED AND ENACTED by the City Council of Coalville City, Summit County, State of Utah, as follows:

WHEREAS, the Coalville City Council determined, after recommendations and input from the Coalville City Planning Commission, to amend provisions of the Development Code relating to Outdoor Dining on Main Street.

WHEREAS, the Coalville City Council has determined that amendments to the Development Code are needed to address and provide outdoor dining opportunities within the downtown Main Street corridor; and

WHEREAS, the Coalville City Council has determined that amendments to the Development Code are needed to protect the health, safety and welfare of Coalville City citizens; and

WHEREAS, following the holding of a public hearing as required by law, the City Council approved the following amendments to the Development Code at its regular meeting held May 12, 2025.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF COALVILLE, UTAH ORDAINS AS FOLLOWS:

Section I COALVILLE CITY DEVELOPMENT CODE AMENDMENTS

The attached Exhibit “A” provisions relating to Outdoor Dining on Main Street is hereby adopted and incorporated into the Coalville City Development Code. The Provisions are incorporated herein and made a part of this Ordinance by this reference and are hereby adopted by the Coalville City Council.

Section II
Effective Date

This Ordinance shall take effect and the amendments to the Development Code referred to herein shall take effect upon the date of posting, and publication in the Summit County News, a newspaper of general circulation in Coalville City.

PASSED, APPROVED AND ADOPTED by the City Council of Coalville City, Utah this 12th day of May 2025.

Council Member Brady	Voted:
Council Member Hansen	Voted:
Council Member Wood	Voted:
Council Member Willoughby	Voted:
Council Member Powis	Voted:

ATTEST:

City Recorder

Mayor Marsh