SOUTH SALT LAKE COMMUNITY & ECONOMIC DEVELOPMENT

JONATHAN WEIDENHAMER

COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR

AGENDA
PLANNING COMMISSION REGULAR MEETING

Thursday, November 5, 2026
South Salt Lake Council Chambers
220 East Morris Avenue

PLANNING COMMISSION REGULAR MEETING AT 7:00 P.M.

Pledge of Allegiance: George Pechmann
Approve Agenda: Jeremy Carter

STAFF BUSINESS – INFORMATION ITEMS

1. Prefabricated Homes
2. Pending Ordinance – Short Term Rentals

PLANNING COMMISSION BUSINESS

1. Approval of the October 1, 2026, Planning Commission Regular Meeting Minutes
   ACTION ITEM

2. Approval of the 2027 Planning Commission Schedule
   ACTION ITEM

CONTINUING BUSINESS

None at this time

NEW BUSINESS

1. PUBLIC MEETING

A petition to the Planning Commission for Conditional Use Permit approval for a Child Care Center.

ACTION ITEM

Applicant: Lianna Lopez
Address: 1111 W 3300 S

2. PUBLIC HEARING

A petition to the Planning Commission to forward a positive recommendation to the City Council for a text amendment to Section 7.03.010 to add "Child Care Center" as a conditional use within the JRNC District.

ACTION ITEM

Applicant: Lianna Lopez

3. PUBLIC HEARING

A petition to the Planning Commission to create a one-lot subdivision containing 0.611 acres from three metes-and-bounds parcels located at 3205 S State Street, 132 E 3185 S, and 136 E 3185 S. The applicant is Anthony Limantzakis.

ACTION ITEM

Applicant: Anthony Limantzakis
Address: 3205 S State Street, 132 E 3185 S, and 136 E 3185 S.

4. PUBLIC HEARING

A petition to the South Salt Lake Planning Commission to forward a positive recommendation to the South Salt Lake City Council for the approval of a development agreement for property located at 3205 S State St, in South Salt Lake, that would allow the development of parking lot improvements, without meeting certain requirements of

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IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, INDIVIDUALS NEEDING AUXILIARY COMMUNICATIVE AIDS OR OTHER SERVICES FOR THIS MEETING SHOULD CONTACT ELIZA UNGRICHT, (801) 483-6013, GIVING AT LEAST 24 HOURS NOTICE.

Title 17, the Land Use and Development section of the South Salt Lake City Municipal Code.

ACTION ITEM

Applicant: Anthony Limantzakis
Address: 3205 S State Street

5. PUBLIC HEARING

A petition to the Planning Commission to forward a positive recommendation to the City Council for a text amendment to amend Sections 17.08.070, 17.08.100, and 17.08.240 of the South Salt Lake Municipal Code to align local sign regulations with Utah State Law and establish designated drop-off, retrieval, and appeal procedures for political signs.

ACTION ITEM

Applicant: South Salt Lake City

Join Zoom Webinar
https://zoom.us/j/96565559652
Webinar ID: 965 6555 9652

PLANNING COMMISSION MEETING SCHEDULE FOR 2027

TO THE PUBLIC AND RESIDENTS OF THE CITY OF SOUTH SALT LAKE

Notice is hereby given that the Planning Commission will hold its regular meeting at South Salt Lake City Hall, 220 East Morris Avenue, second floor, in the council chambers, on the FIRST THURSDAY and THIRD THURSDAY of each month (unless otherwise noted by an *). Meetings begin at 7:00 p.m. Meeting dates are as follows:

January 7 and 21
February 4 and 18
March 4 and 18
April 1 and 15
May 6 and 20
June 3 and 17
July 1 and 15
August 5 and 19
September 9* and 16
October 7 and 21
November 4 and 18
December 2

DRAFT
SOUTH SALT LAKE

PLANNING COMMISSION STAFF REPORT

MEETING DATE:	*November 5, 2026*
PROJECT NUMBER:	*OA26-0006*
REQUEST:	*A Petition to the Planning Commission to Forward a Positive Recommendation to the South Salt Lake City Council to Establish Child Care Center as a Conditional Use in the Jordan River Nature Center District.*
APPLICANT:	*Lianna Lopez, Executive Director, Wonderbloom Nature Playschool*
TYPE OF APPLICATION:	*Legislative – Code Amendment*
AUTHOR:	*Jed Shum, Planner*

STAFF RECOMMENDATION: Staff recommends the Planning Commission review the proposed ordinance amendment and forward a recommendation of approval to the City Council for the ordinance amending § 17.03.010 of the South Salt Lake Land Use and Development Code ("Title 17") to establish "Child Care Center" as a Conditional Use in the Jordan River Nature Center (JRNC) District.

REASON FOR REVIEW: The Planning Commission is the recommending body for amendments to the land use ordinance, and the City Council is the land use authority for amendments to the land use ordinance.

BACKGROUND

On October 21, 2026, Planning and Zoning received an application to amend the Land Use and Development Code to permit Child Care Centers as a Conditional Use in the JRNC District. The Applicant, Lianna Lopez, is the Executive Director of Wonderbloom Nature Playschool. Wonderbloom is a non-profit, nature-based early childhood education program for young children, and currently operates in Murray. The Applicant now petitions the City to consider this ordinance amendment to establish a Wonderbloom location at the Tracy Aviary.

On October 28, 2026, Planning Staff previewed the proposed amendment with the City Council in a Work Meeting.

PLANNING COMMISSION AUTHORITY

Utah Code Ann. § 10-20-502. Preparation and adoption of land use regulation states:

1. *A planning commission shall:*
    a. *provide notice as required by Subsection 10-20-205(1)(a) and, if applicable, Subsection 10-20-205(4);*
    b. *hold a public hearing on a proposed land use regulation;*
    c. *if applicable, consider each written objection filed in accordance with Subsection 10-9a-205(4) prior to the public hearing; and*
    d. *i. review and recommend to the legislative body a proposed land use regulation that represents the planning commission's recommendation for regulating the use and development of land within all or any part of the area of the municipality; and*
    ii. forward to the legislative body all objections filed in accordance with Subsection 10-9a-205(4).

ANALYSIS

I. GENERAL PLAN CONSIDERATIONS

The South Salt Lake General Plan 2040 was adopted in 2021 and directs the development and growth of the city through goals and strategies that support the city's community and economic values. The proposed amendment to Title 17 is supported by the following goals of the General Plan:

Parks, Recreation, & Open Space Goal 1, Strategy 2.

- *Work with the Tracy Aviary to build on their nature education center in James Madison Park and the surrounding area.*
- *Preserve adequate space to allow expansion of the Tracy Aviary nature education center.*

Analysis: *This ordinance amendment allows the Applicant and Tracy Aviary to expand the operational scope of their nature education center by permitting child care in the JRNC District.*

II. PARKS PLAN CONSIDERATIONS

The South Salt Lake Parks Plan, adopted in 2026, establishes a comprehensive, long-range vision for the city's park system and aligns it with evolving community needs and aspirations. The plan serves as a strategic guide for the development, management, and preservation of parkland and recreation facilities, while prioritizing future investments and resources. The proposed amendment to Title 17 is supported by the following goals of the Parks Plan:

Big Idea 2, Building Community

Seek additional ways to partner with groups, churches, businesses, youth organizations, Promise South Salt Lake, and the Granite School District to broaden programming, outdoor education, recreation, sponsorship, and other programs.

Analysis: *Wonderbloom's education program supports this policy through a formal partnership with Tracy Aviary, providing children with outdoor education, guided exploration, and hands-on environmental learning.*

Big Idea 3, Thriving in Nature

Expand nature education, trails, and outdoor experiences.

Analysis: *Wonderbloom serves as a connection between local children to the natural world through environmental education and creating meaningful outdoor experiences.*

III. PROPOSED UPDATES TO TITLE 17

The following table provides a summary of the proposed amendments:

CODE SECTIONS	*HIGHLIGHT OF CHANGES*
Amending § 17.03.010 Land Use Matrix	*Establish Child Care Center as a Conditional Use in the JRNC District.*

Please note that this ordinance amendment does not make any changes to the Conditional Use criteria for Child Care Center in § 17.05.040((F).

STAFF RECOMMENDATION

Staff recommends the Planning Commission review the proposed ordinance amendment and forward a recommendation of approval to the City Council for the ordinance amending § 17.03.010 of the South Salt Lake Land Use and Development Code ("Title 17") to establish "Child Care Center" as a Conditional Use in the Jordan River Nature Center (JRNC) District.

FINDINGS OF FACT:

1. *On October 21, 2026, Planning and Zoning received a complete application to amend the Land Use and Development Code to permit Child Care Center as a Conditional Use in the Jordan River Nature Center (JRNC) District.*
2. *The proposed amendment is consistent with the goals of the General Plan and the Parks Plan, in part, because it supports the expansion of Tracy Aviary's nature center by allowing early childhood education in the JRNC District.*

CONCLUSIONS OF LAW:

1. *The ordinance amendment is consistent with the South Salt Lake General Plan and Title 17.*
2. *The ordinance amendment is consistent with applicable state law.*
3. *The ordinance amendment furthers the purposes of Utah Code § 10-20-201.*

PLANNING COMMISSION OPTIONS

Option 1: Approval
Move to forward a recommendation of approval to the City Council for the ordinance amending § 17.03.010 of the South Salt Lake Land Use and Development Code ("Title 17") to establish "Child Care Center" as a Conditional Use in the Jordan River Nature Center (JRNC) District based on the Findings of Fact and Conclusions of Law in the Staff Report and enumerated on the record.

Option 2: Denial
Move to forward a recommendation of denial to the City Council for the ordinance amending § 17.03.010 of the South Salt Lake Land Use and Development Code ("Title 17") to establish "Child Care Center" as a Conditional Use in the Jordan River Nature Center (JRNC) District based on the reasoning set forth on the record.

Option 3: Continuance
Move to table the recommendation to a date certain to allow the Applicant and Staff time to respond to specific inquiries or concerns raised by the Planning Commission, or to allow the Planning Commission more time to consider the proposal.

EXHIBITS
A. Draft Ordinance Amendment

Chapter 17.03 LAND-USE DISTRICTS AND MATRIX

17.03.010 Land Use Matrix.

A. Any Use not specifically permitted or conditionally permitted in this Land Use Matrix is prohibited. Only the following Uses are allowed:

1. Uses indicated by the letter "P" below are Permitted Uses only where designated.

2. Uses indicated by the letter "C" are Conditional Uses only where designated.

B. All Permitted Uses are subject to the general and specific standards, as applicable, contained in Section 17.04, as well as the regulations of each particular zoning district where permitted.

C. All Conditional Uses are subject to the general and specific standards, as applicable, contained in Section 17.05, as well as the regulations of each particular zoning district.

Land Use Categories	Commercial Corridor	Commercial Neighborhood	Commercial General	TOD and TOD-Core	Mixed Use	Business Park	Flex	Historic and Landmark	Jordan River	School	City Facility & City Facility Overlay	Open Space	R1	Residential Multiple	Crossing MPMU - Anchor Tenant	Crossing MPMU - 2100 S/State St.	Crossing MPMU- Transit District	Riverfront MPMU - Flex/Office	Riverfront MPMU - RM1	Riverfront MPMU - School	Riverfront MPMU - R1	Granite MPMU - Townhome	Granite MPMU - Library	Granite Lofts Townhome	Tracy Aviary& Jordan River Nature Center	SSLC-PD	Downtown - Station	Downtown - Greenway	Downtown - Mixed-Use	Downtown - Retail	East Streetcar Nbhd. - State Street Gateway	East Streetcar Nbhd. - North Haven	East Streetcar Nbhd. - 500 East Gateway	Townhome Overlay	FINCH	HTZ Overlay
Adult Daycare	C		C	C	C																														
Alcoholic Beverage, Banquet and Catering	P	P	P	P	P		P																				P	P	P	P						P
Alcoholic Beverage, Bar Establishment	C			C											C	C											C	C	C	C						C
Alcoholic Beverage, Beer Recreational	P	P	P	P	P		P								P	P											P	P	P	P						P
Alcoholic Beverage, Beer Wholesaler							C																													
Alcoholic Beverage, Hotel	P	P	P	P	P																							P	P	P	P					P
Alcoholic Beverage, Liquor Warehouse							C																													
Alcoholic Beverage, Local Industry Representative	P	P	P	P	P	P	P	P							P	P	P	P									P	P	P	P						P
Alcoholic Beverage, Manufacturer	C			C			C																				C	C	C	C						
Alcoholic Beverage, Off-Premises Beer	P	P	P	P	P		P								P	P											P	P	P	P						P
Alcoholic Beverage, Package Agency	P		P	P	P		P								P	P											P	P	P	P						P
Alcoholic Beverage, Reception Center																																				
Alcoholic Beverage, Restaurant (Beer Only)	P	P	P	P	P		P									P											P	P	P	P	P	P	P			P
Alcoholic Beverage, Restaurant (Limited Service)	P	P	P	P	P		P									P											P	P	P	P	P	P	P			P
Alcoholic Beverage, Restaurant (Full Service)	P	P	P	P	P		P									P											P	P	P	P	P	P	P			P
Alcoholic Beverage, Special Use (Educational)	P			P			P																				P	P	P	P	P	P	P			P

Alcoholic Beverage, Special Use (Industrial/Manufacturing)			P				P											P								P	P	P	P						
Alcoholic Beverage, Special Use (Scientific)	P		P	P			P											P								P	P	P	P						
Alcoholic Beverage, Special Use (Religious)	P	P	P	P	P	P	P	P					P	P												P	P	P	P	P	P	P			
Alcoholic Beverage, Tavern	C			C											C	C										C	C	C	C						C
Alcoholic Beverage, State Liquor Store	C			C			C									C										C	C	C	C	C	C	C			C
All-Terrain Vehicle (ATV), Motorcycle, Personal Watercraft (PWC), Snowmobile Sales and Service	P		P				P																					P	P						
Amusement Device																																			
Animal Hospital/Veterinary Office (Small Animal)	P		P	P	P		P									P		P								P	P	P	P						P
Animal Kennel/Day Care, Commercial	C		C	C	C		C																												
Animal Kennel/Day Care, Commercial (Indoor Only)																										C	C	C	C	C	C	C			C
Antenna, Lattice Tower								C		C		C																							
Antenna Mounted on City-Owned Structure	P						P		P		P	P																							
Antenna, Roof-Mounted	P						P		C		P	C	C	C																					
Antenna, Wall-Mounted	P						P		C		P	C	C	P																					
Apiary									P				P																						
Art Gallery	P	P	P	P	P		P	P			P					P		P								P	P	P	P	P	P	P			P
Art Studio	P	P	P	P	P		P	P			P					P		P								P	P	P	P	P	P	P			P
Assisted Living Facility	C	C		C	C									C												C	C	C	C	C	C	C			
ATM, Kiosk, Vending Machine (Self-Service, Interactive, Outdoors)	P	P	P	P	P	P	P				P					P										P	P	P	P	P	P	P			P
Auction House																																			
Auto, Light Truck, RV, Boat, Trailer Dealerships (Sale, Lease, or Rent)	C		C				C																												
Auto Auction																																			
Auto Body Repair							P																												
Automotive Restoration			P			P	P																												
Automotive Service and Repair			P				P																												

Automotive Service Station (Non-Mechanical)			P			P	P																												
Aviary																																			
Bail Bonds																																			
Bakery, Commercial			P				P																				P	P	P	P					
Bakery Neighborhood	P	P	P	P	P											P	P										P	P	P	P	P	P	P		P
BioTech/Biolife																											P	P	P	P					P
Blood/Plasma Donation Center	P	P	P																																
Body Art Establishment	P	P	P	P	P																						P	P	P	P					P
Bowling Alley	P		P	P	P																							P	P	P	P				
Car Wash	C	C	C	C	C		C																							C					
Child Care Center	C	C	C	C	C	C						C					C								C			C	C	C	C	C	C	C		C
City Building											P															P									
City Park											P	P																							
Community Garden											P	P																							
Commercial Repair Services	P	P	P	P	P	P	P																				P	P	P	P	P	P	P		P
Convenience Store with Fuel Pumps	C	C	C	C	C		C																							C					
Cosmetology	P	P	P	P	P											P	P										P	P	P	P	P	P	P		P
Crematory/Embalming Facility							C																												
Day Spa	C															C													C	C	C				C
Day Treatment Center			C																																
Drive-Up Window	P	P	P	P	P	P	P									P																			
Dry Cleaning/Laundromat	P	P	P	P	P		P									P											P	P	P	P	P	P	P		P
Dwelling, Live/Work																																	P		
Dwelling, Micro-Unit																											C								
Dwelling, Multi-Family	C			C	C									C		C	C		C								C	C	C	C	C	C	C			P
Dwelling, Single-Family									P				P	P							P														
Dwelling, Townhome																C	C					P		P								P		P
Dwelling Unit, Internal Accessory													P	P																					
Dwelling Unit, External Accessory													P	P																					
Education, After School (Children)	C	C	C	C	C				C		C	P		C	C						C							C	C	C	C	C	C	C		C
Education, Elementary or Secondary										C																									
Education, Higher (Public)										C																									
Education, Preschool	C	C	C	C	C			C		C	P		C	C													C	C	C	C	C	C	C		C
Education, Technical										C																									

Employment Agency/Temporary Staffing	P		P	P	P		P																			P	P	P	P	P	P	P			
Equestrian Facility									C																										
Equipment Sales, Service, and Rental (Heavy and Farm)																																			
Escort Service																																			
Farmers Market	C	C	C	C	C			P			P	C														C	C	C	C	C	C	C			C
Financial Institution	P		P	P	P	P	P									P										P	P	P	P	P	P	P			P
Fitness Center	P	P	P	P	P		P	P			P					P		P								P	P	P	P	P	P	P			P
Food Truck/Food Trailer	P	P	P	P	P		P	P			P		P	P												P	P	P	P	P	P	P			
Food Processing (Large-Scale)							P																												
Food Processing (Small-Scale)	P	P	P	P	P	P	P																			P	P	P	P						
Food Truck Park	P	P	P	P	P	P	P	P																		P	P	P	P	P	P	P			P
Funeral/Mortuary Home			C																																
Grooming Services (Pets)	P	P	P	P	P		P																			P	P	P	P	P	P	P			P
Haunted House											P																								
Home Occupation, Category I	P	P	P	P	P								P	P		P	P		P		P	P		P			P	P	P	P	P	P	P			P
Home Occupation, Category II	C	C		C	C								C	C		C	C		C		C	C		C			C	C	C	C	C	C	C			C
Homeless Shelter									C																										
Horticulture/Produce Sales		C	C				C	C	C		P																C	C	C	C	C	C	C			
Hospital, Specialty	C			C																							C	C	C	C						C
Hotel	C	C	C	C	C																						C	C	C	C	C	C	C			C
Hotel, Extended-Stay																																			
Impound and Tow Lot																																			
Jail																																			
Juvenile Detention Facility																																			
Library											P											P													
Maintenance Facility, Vehicle/Transit																																			
Major Monopole exceeding mix district Height	C						C		C		C	C																							
Major Monopole not exceeding max district Height	P						P		P		P	P																							
Manufactured Home Park																																			
Manufacturing, Major																																			
Manufacturing, Minor			P				P											P																	

Massage Therapy	C																																		
Minor Monopole exceeding max district Height	C						C		C					C	C	C	C																		
Minor Monopole not exceeding max district Height						P	P		P		P	P																							
Monopole w/ Structure >15 ft. Wide																																			
Motel																																			
Movie Studio/Sound Stage											P																								
Museum	P	P	P	P	P			P			P	C															P	P	P	P	P	P	P			
Nature Center																									P										
Non-Congregate Children/Family Interim Housing Facility																																	C		
Non-Depository Institution																																			
Nursery, Commercial			P				P		P																										
Nursing Home		C		C	C									C													C	C	C	C	C	C	C			
Office, Medical, Dental, Health Care	P	P	P	P	P	P	P				P					P		P									P	P	P	P	P	P	P			P
Office, Professional	P	P	P	P	P	P	P	P			P					P	P	P									P	P	P	P	P	P	P			P
Park and Ride	C			C																							C								C
Parking Lot											P																								
Parking Structure	P	P	P	P	P		P				P			P													P	P	P	P	P	P	P			P
Pawn Shop																																			
Permanent Supportive Housing																																			
Pharmacy	C	C	C	C	C		C									C											C	C	C	C	C	C	C			P
Place of Worship	C	C	C	C	C	C	C	C					C	C													C	C	C	C	C	C	C			
Portable Container	P	P	P	P	P	P	P				P		P	P	P	P	P	P	P		P	P		P	P	P										
Poultry, Urban									P				P	P							P															
Precious Metal Recycling																																			
Printing, Large-Scale				P		P	P																				P	P	P	P						
Protective Housing				C																															
Public Utility Facility	C	C	C	C	C	C	C		C		C	C															C	C	C	C	C	C	C			C
Recording Studio			P																																
Recreation Center	C	C	C	C	C	C	C	C			P	C				C											C	C	C	C	C	C	C			C
Recycling Collection/Drop-Off Facility																																			
Rehabilitation Center																																			
Restaurant	P	P	P	P	P											P	P										P	P	P	P	P	P	P			P
Retail, Accessory	P	P	P	P	P	P	P	P			P					P	P	P									P	P	P	P	P	P	P			P
Retail, General	P	P	P	P	P	P	P				P				P	P		P									P	P	P	P						P
Retail, Neighborhood	P	P	P	P	P	P	P	P			P					P											P	P	P	P	P	P	P			P

Secondhand Merchandise Dealer	P	P		P	P																													
Sexually Oriented Business						C																												
Short-Term Rental													P	P					P		P						P	P	P	P				P
Slaughterhouse/Animal Processing																																		
Storage, Outdoor											P																							
Storage Facility, Indoor climate controlled	C																										C	C	C	C				
Storage Facility, Outdoor																																		
Storage Facility, Warehouse							P				P							P																
Temporary Use	C	C	C	C											C	C																		
Theater, Live Performance	C			C							P	P															P	P	P	P				P
Theater, Movie	C																										P	P	P	P				
Tobacco Specialty Retail																																		
Transitional Care and Rehabilitation																																		
Transitional Housing																																		
Upholstery Shop/Tailoring Shop	P	P	P	P	P		P																				P	P	P	P	P	P	P	P

PLANNING COMMISSION STAFF REPORT

MEETING DATE:	November 5, 2026
PROJECT NUMBER:	S26-0002
REQUEST:	(1) A petition to the Planning Commission to create a one-Lot Subdivision containing 0.611 acres from three metes-and-bounds Parcels located at 3205 S State Street, 132 E 3185 South, and 136 E 3185 South and, (2) A petition to the South Salt Lake Planning Commission to forward a positive recommendation to the South Salt Lake City Council for the approval of a Development Agreement for property located at 3205 S State Street, in South Salt Lake, that would allow the Development of parking lot improvements, without meeting certain requirements of Title 17, the Land Use and Development section of the South Salt Lake City Municipal Code.
ADDRESSES:	3205 S State Street, 132 E 3185 South, and 136 E 3185 South.
PARCEL NUMBERS:	16303060010000; 16303060050000; 16303060240000
PROPERTY OWNER:	Limantzakis Properties LLC
APPLICANT:	Anthony Limantzakis
TYPE OF APPLICATION:	Administrative – Subdivision Plat Legislative – Development Agreement
AUTHOR:	Spencer Cawley, Senior Planner

STAFF RECOMMENDATION: Staff recommends the Planning Commission (1) approve the Preliminary Plat for a one-Lot Subdivision to be located at 3205 S State Street based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in this Staff Report, and (2) consider forwarding a positive recommendation to the South Salt Lake City Council for the approval of a Development Agreement for the property located at 3205 S State Street, in South Salt Lake, that would allow the Development of parking lot improvements, without meeting certain requirements of Title 17, the Land Use and Development section of the South Salt Lake City Municipal Code.

SYNOPSIS: The subject Parcels are currently divided between the Commercial Corridor (CC) and Residential (R1) Districts. 3205 S State Street is occupied by an existing commercial Structure which contains the La Puente restaurant. The business is under-parked due to site constraints. The Applicant leases additional parking from property owner Marlowe LLC, directly to the south at 3235 S State Street.

132 E and 136 E 3185 South are currently vacant Parcels. However, they contained two Single-Family Dwellings until they were demolished in 2025 due to neglect.

In order to better serve the business, its patrons, and to protect the quality of life for the residents along 3185 South, the Applicant proposes combining all three Parcels into one Lot to construct a code-compliant parking lot with the required landscaping, buffering, and lighting.

REASON FOR REVIEW: The Planning Commission is the Land Use Authority on all Subdivision Plats. Additionally, the Planning Commission is the recommending body to the City Council for proposed Development Agreements that modify Title 17 provisions or grant land use relief pursuant to § 17.02.020(B).

Figure 1: Existing Parcel Lines



EXISTING ZONING	EXISTING USE	ADJACENT LAND USES	SIZE OF PROPERTY
CC R1	Commercial Vacant	Commercial & Single-Family Residential	0.33 0.11 0.16 **TOTAL 0.611**

Figure 2: South Salt Lake Zoning Map

CC is in red; R1 is in Yellow.



BACKGROUND

The Applicant proposes combining three metes-and-bounds Parcels into a one-Lot Subdivision for the purpose of constructing a parking lot for the existing business at 3205 S State Street (see Figure 1 on page 2). The three Parcels are in two Zoning Districts and are of various sizes:

- 3205 S State St is in the CC District and contains 0.33 acres.
- 132 E 3185 S is in the R1 District and contains 0.11 acres.
- 136 E 3185 S is in the R1 District and contains 0.16 acres.

If the proposed Subdivision Plat is approved, the new Lot will span across two Zoning Districts (see Figure 2 on page 2). Pursuant to § 17.02.030(B)(7) of the Land Use and Development Code, if any Lot or Parcel straddles more than one district, the entire property shall be interpreted to lie within the district that is designated for the majority of the Lot. Because the majority of the proposed new Lot lies within the CC District, the entire property is interpreted to lie within the CC District. Therefore, the Subdivision is required to meet the standards for new Lots in the CC District.

In January 2025, the Applicant received a Demolition Permit for both Single-Family Dwellings. The demolition was completed in April 2025. On March 6, 2025, the Community and Economic Development Director issued a Non-Conforming Use Determination (GF25-0001) for the Residential Lot at 132 E 3185 S, allowing the Applicant to retain the right to rebuild a Single-Family Dwelling because the Lot does not meet the standards of the R1 district, which include a minimum width of 50 feet of frontage and a minimum Lot area of 6,000 square feet (or 0.13 acres). By retaining this right, the Applicant can rebuild a Single-Family Dwelling on the property should the Subdivision not be approved. The determination is attached to this staff report as **Exhibit A**.

In addition to seeking approval for the Subdivision Plat, the Applicant requests the City enter into a Development Agreement seeking relief from some of the requirements of Title 17 (see **Exhibit B**). The requested exceptions are reviewed in the Analysis Section of this Staff Report.

Figures 3-5: Existing Site Conditions



Looking Southwest from 3185 South



Looking Northeast from State Street



Aerial View of Subject Parcels c. 2024

PLANNING COMMISSION AUTHORITY

§ 17.11.030 Land use authority designations.

Pursuant to state law, the following administrative land use authority designations are made:

A. Planning Commission. The planning commission is the land use authority on issues of: Subdivision and Subdivision Plat approval, vacating, altering, or amending a Subdivision Plat; Conditional Use Permit Applications; design review for Building Heights as established in this Title; design review for projects on Parcels where any portion of the Parcel abuts any residential district; and the issuance of a Building or demolition permit in a Historic and Landmark district.

GENERAL PLAN CONSIDERATIONS

Land Use & Neighborhoods Goal 1.

Promote land use patterns that are consistent with the City's vision for a vibrant, urban community.

Analysis: Restaurants are essential to the "vibrant, urban community" vision described in the General Plan. Given the property's proximity to the R1 District, locally based businesses can serve the legacy Single-Family Neighborhoods. Developing a parking lot ensures parking stays on-site rather than on local streets. By retaining the current business, it can continue to serve nearby residents without disrupting their quality of life.

Land Use & Neighborhoods Goal 3.

Enhance urban and streetscape design in the City to support South Salt Lake's distinct image and enhance community pride.

Analysis: The proposed Development will improve the streetscape along 3185 South by developing a code-compliant parking lot that includes the requirements for improvements to landscaping, buffering, and lighting.

ANALYSIS

(I) The proposed one-Lot Subdivision Plat complies, as conditioned and through a fully executed Development Agreement, with the CC Zoning District requirements outlined in § 17.03.050 of the Land Use and Development Ordinance.

A Restaurant is a Permitted Use in the CC Zoning District.[1] However, a stand-alone parking lot is not permitted anywhere in the City. Therefore, the consolidation of the three Parcels is necessary for the proposed improvements to be permitted. The following table outlines the requirements of the CC District and the proposed Subdivision's compliance with these standards.

ORDINANCE STANDARDS	FINDINGS
The minimum area for a new non-residential Lot is one acre.	**Complies via Development Agreement.** The Applicant's proposed new Lot contains 0.611 acres and does not meet the minimum Lot Area requirements. The Applicant shall be permitted to record the Subdivision Plat only if the City Council approves an exception to this requirement.

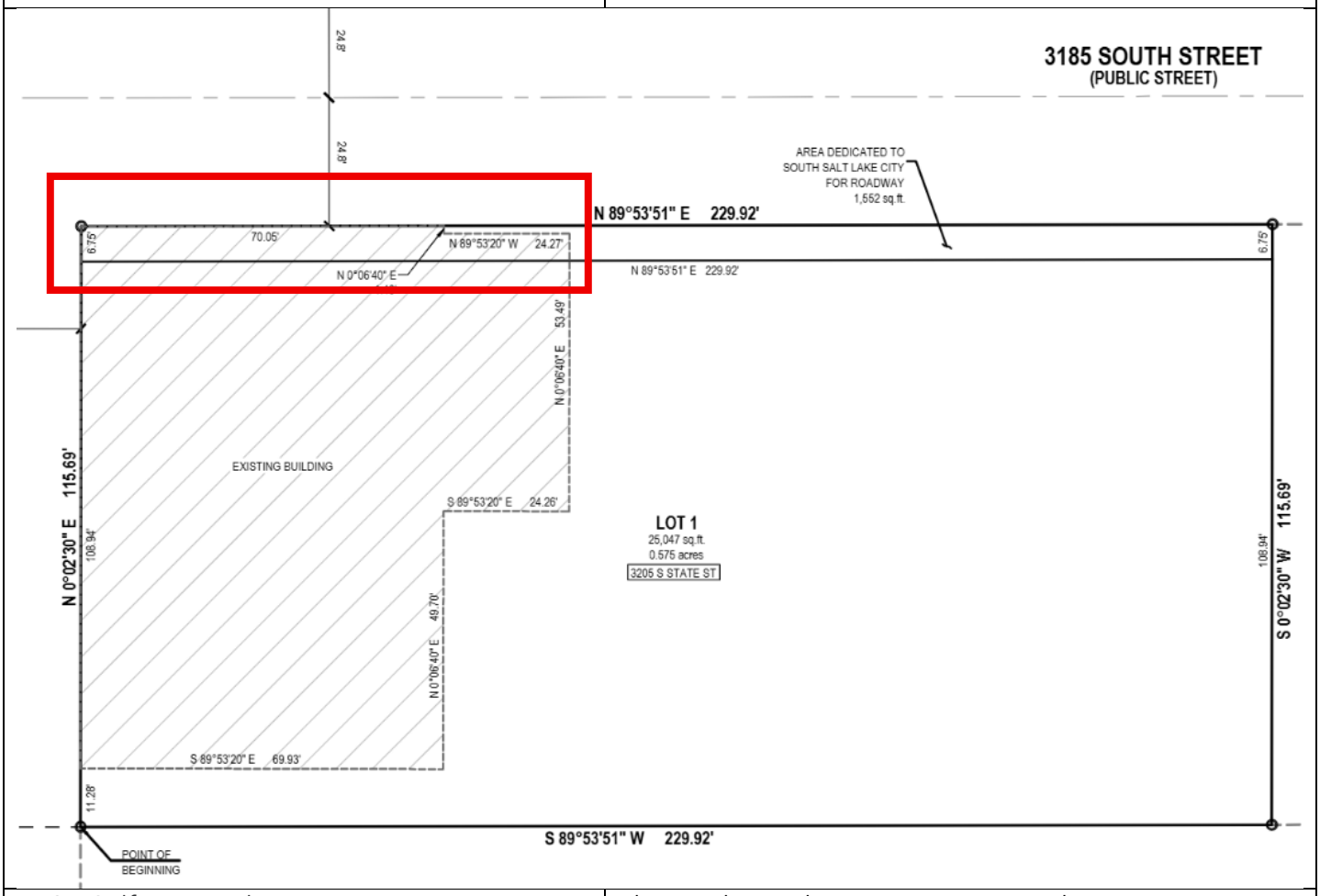
[1] See the Land Use Matrix in Chapter 17.03.

The maximum Height for any Structure is dependent upon the Building Form found in Chapter 17.07.	**Condition of Approval.** The Applicant does not propose to construct a new Building and is retaining the existing Building in place. Any future Structure shall meet the code standards in place at that time.
Required Setbacks/Build-to Standard The required Setbacks for the CC District are: • Front – 10 feet • Side – 0 feet • Rear – 0 feet The required Build-to Standard for the CC District is 10-25 feet.	**Condition of Approval.** The Applicant does not propose to construct a new Building and is retaining the existing Building in place. Any future Structure shall meet the code standards in place at that time.

(II) The proposed Subdivision Plat, as conditioned or through a fully executed Development Agreement, complies with the requirements of Chapter 17.10 *Subdivision and Platting* of the Land Use and Development Ordinance.

ORDINANCE STANDARDS	FINDINGS
17.10.120 – Requirements for Improvements & Design	
A. Compliance with laws, rules and regulations.	The proposed Subdivision complies with all statutory provisions, including the rules of the Utah Department of Transportation. However, the proposed Subdivision fails to meet all the requirements of the Land Use and Development Code as specifically outlined in this analysis section.
B. South Salt Lake construction specifications and standard drawings (Road profile dedications).	**Complies via Development Agreement.** The Applicant shall meet all standards of the South Salt Lake Construction Specifications and Standard Drawings, including, but not limited to: • Location, distance between, and width of drive approaches • Thickness of drive approaches and sidewalks • Installation of curb, gutter, sidewalk, and park strips as required by the standard road profile for 3185 South **State Street –** The required Right-of-Way width is 120 feet (60 feet from the centerline). The existing Right-of-Way, as measured from the centerline, is 66 feet. The proposed Subdivision Plat is compliant.

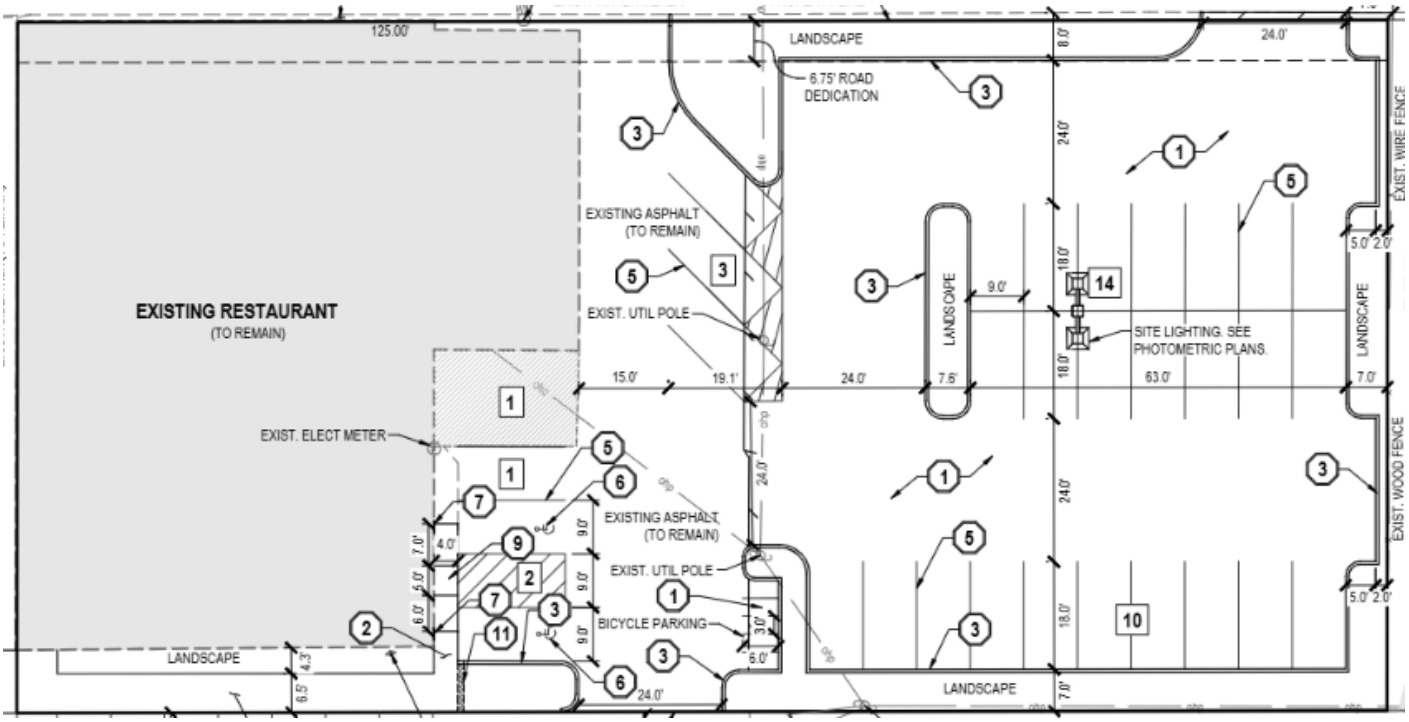
	3185 South – The required Right-of-Way is 63 feet (31.5 feet from the centerline). The existing Right-of-Way, as measured from the centerline, is 24.8 feet. An additional 6.75 feet of Right-of-Way must be dedicated by the Applicant to be compliant. However, this dedication results in an encroachment of approximately 6.75 feet of the existing Building, as indicated in red in the image below. However, because this dedication would cause the existing Building to encroach into the public Right-of-Way, the Applicant is seeking relief form this dedication requirement through a Development Agreement. See **Exhibit C** for an updated proposed Subdivision Plat that removes this dedication.



C. Self-Imposed restrictions.	The Applicant does not propose implementing restrictive covenants.
D. Restrictions due to character of the land.	There are no restrictions due to the character of the land that make the site unsuitable for Subdivision or Development.
17.10.140 – Subdivision Development Lot Standards	

A. All Final Plats shall result in the creation of compliant Lots and Building sites.	**Complies via Development Agreement.** **Lot Size –** The proposed one-Lot Subdivision is bifurcated by two zoning districts: CC and R1. Pursuant to § 17.02.030(B)(7), if any Lot or Parcel straddles more than one District, the entire property shall be interpreted to lie within the District that is designated for the majority of the Lot or Parcel. In this case, the majority of the proposed Lot is within the CC District. The CC District requires that a new non-residential Lot must have a minimum area of one acre.[2] The proposed Lot will contain 0.611 acres and does not meet this standard.
B. Frontage on a public street.	**Application complies.** The Lot has frontage along State Street and 3185 South.
C. Street Right-of-Way shall be separate and distinct from subdivided Lots.	**Application complies.**
D. Minimum area and dimensions shall conform.	**Application does not comply.** See subsection A analysis above.
E. Side boundary lines of Lots shall be radial to the center of a Cul-de-Sac.	Not applicable.
F. Corner Lots for residential uses shall be Platted wider than interior Lots.	Not applicable.
G. Lots shall not divide the City boundary.	**Application complies.**
H. Double frontage SF residential Lots.	Not applicable.
I. Multiple Building yard areas.	Not applicable.
J. Side Lot lines shall be at right angles to street lines.	**Application complies.**
K. Dimensions of Corner Lots shall be large enough to allow for erection of Buildings.	**Application complies.** Although the Applicant does not propose to construct a new Building, the Lot allows for the construction of a compliant Building.
L. Depth and width of properties shall be adequate to provide for off-street parking and loading facilities.	**Application complies.** The purpose of this Subdivision is to consolidate properties which will allow the Applicant to build a code-compliant commercial parking lot as found in § 17.06.140.

[2] § 17.03.050(B)(1)

	Regarding the number of Off-Street parking stalls, a sit-down restaurant must provide one parking stall for every three patron seats, plus one-half parking stall per employee.[3] The existing restaurant has 70 seats (23 parking stalls) and 10 employees (five parking stalls), for a total of 28 Off-Street parking stalls. The Applicant's site plan shows that they exceed the parking demand requirement and will provide 31 parking stalls. The image below shows the proposed parking lot layout. See **Exhibit D** for the proposed parking lot site plan.
	
M. New Single-Family Lots	Not applicable.
N. If Access from an Arterial or Collector Street is necessary for new adjoining Lots, such Lots shall be served by separate local street.	Not applicable.
O. Driveways shall be designed and arranged to avoid vehicles backing onto Streets.	**Application complies.** The site currently has three curb cuts: one for the restaurant and one for each of the Single-Family Lots. The proposed site plan retains the restaurant driveway location and reconfigures the drive approaches for the Single-Family Lots into one to meet code standards of driveway width.

[3] See table in § 17.06.160 titled "Parking Requirements by Use"

	§ 17.06.150(B)(3)(b) states that Lots with Frontage greater than 100 feet may have one additional drive approach every 100 feet. The frontage along 3185 South is 229.92 feet. However, the drive approaches are separated by approximately 86 feet. Pursuant to § 17.06.150(B)(3)(f), the City Engineer or their designee may approve a modification to the drive approach separation requirements based on site-specific factors including, but not limited to, impact on traffic flow, and site circulation. The Engineering Department reviewed the site plan and found that this layout improves vehicle circulation, reduces impacts to off-site traffic, and ensures that vehicles do not back into the Right-of-Way.
P. Lots shall be laid out to provide positive drainage away from all Buildings.	**Application complies.** The Engineering Department reviewed the Grading and Drainage Plan (**Exhibit E**) and confirms that stormwater runoff will move away from the Building.
17.10.160(A) - Drainage and Storm Sewers General Requirements	
A. Each Plat shall make adequate provision for storm or flood water runoff.	**Application complies.** The Engineering Department reviewed the Grading and Drainage Plan and confirms there is capacity for stormwater runoff.
17.10.160(B) – Nature of Stormwater Facilities	
A. Applicants may be required to carry away by pipe or open channel any spring or surface water that may exist either previously to or as a result of the Subdivision.	**Condition of Approval.** The Engineering Department recommends soil borings due to the high water table in this area and to ensure the proposed detention system's overall capacity is not reduced.
B. Adequate underground stormwater systems shall be constructed and maintained.	**Application complies.** The Engineering Department reviewed the drainage calculations and found they are sufficient for the detention of stormwater on site.
C. Accommodation of Upstream Drainage Areas.	Not applicable.
D. Adequate storm / flood water drainage will be provided to an approved drainage watercourse or facility with capacity.	**Application complies.** The Engineering Department reviewed the drainage calculations and found they are sufficient for the detention of stormwater on site.
E. Areas of poor drainage shall be remediated as applicable.	Not applicable.

F. Flood plain areas shall be preserved upon recommendation of City Engineer when necessary for the health, safety, or welfare of the population of the area.	Not applicable.
17.10.170 - Water Facilities	
A. Applicant shall extend the public culinary water supply system for the purpose of providing an adequate water supply to the Plat.	Not applicable.
B. Applicant shall install adequate water facilities including fire hydrants.	**Condition of Approval.** The Applicant shall ensure the existing fire hydrant along 3185 South is protected in place.
C. Water extensions shall meet City's standards	Not applicable.
D. Fire flow shall be approved by the Fire Marshal.	Not applicable.
E. Location of all fire hydrants, all water and storage supply improvements shall be shown on the approved site plan and the cost of installing shall be included on the performance guaranty.	**Condition of Approval.** The Applicant shall ensure the existing fire hydrant along 3185 South is protected in place.
F. A determination shall be made as to location or extent of facilities to be maintained by South Salt Lake City, if any.	Not applicable.
G. Fire hydrants required for all Plats.	**Condition of Approval.** The Applicant shall ensure the existing fire hydrant along 3185 South is protected in place.
17.10.180 - Sewer Facilities	
A. The applicant shall install sanitary sewer facilities in a manner prescribed by the applicable sanitary sewer authority.	Not applicable.
B. Sanitary sewer facilities shall connect with the public sanitary sewer at sizes required by the sanitary sewer authority.	Not applicable.

17.10.190 – Utilities	
A. Utility facilities shall be located underground in new Subdivisions.	**Complies via Development Agreement.** The site contains a power pole and overhead power lines. On March 27, 2025, Rocky Mountain Power visited the site and determined the following: • The transformers on the subject property support and feed into several surrounding commercial Buildings. If power is placed underground, these surrounding Buildings would need to update their existing metering equipment to support the new power supply. • Depending on the size of each newly installed panel, two new pad-mounted transformers will need to be installed on a flat pad or in a vault. One transformer would be required on the subject property, and the other on the property to the south. Property owner permission and easements must be granted for the second transformer to be installed. • The overhead power lines also support communication lines requiring authorization from those utility providers to grant permission for the Applicant to relocate them underground. • Additional easements are needed for the placement of a guy wire to stabilize the overhead lines on the neighboring properties and for the primary lines feeding the two new transformers. • A one-year lead time is expected. Additionally, Rocky Mountain Power requires the Applicant to be responsible for all civil work, including trenching, laying of conduits, and installation of any transformer pads/vaults. The cost burden is approximately $80,000.
The following image shows the existing power pole and transformers on the Applicant's property:	



B. Utility Easements.	**Application complies.** The proposed Subdivision Plat provides a 10-foot Public Utility Easement (PUE) along State Street and 3185 South, wherever the existing Building is not located. A five-foot (PUE) is provided along the easternmost property line.
17.10.200 - Sidewalks, Trails, and Bike Paths	
A. Subdivision shall comply with the applicable road profile – including sidewalks, landscaping, bike lanes, curb and gutter, etc.	**Condition of Approval.** The Subdivision shall include installation of code-compliant sidewalks, landscaping, curb, and gutter as required by the Engineering Department during the review of the required Right-of-Way Permit.
B. Trails, pedestrian paths, and bike paths shall relate appropriately to topography.	Not applicable.
C. Trails, pedestrian paths, and bike paths shall be provided in accordance with the Trails Master Plan.	Not applicable.

DEVELOPMENT AGREEMENT

Pursuant to § 17.02.020(B), the City may enter into other forms of land use controls and Development Agreements that it considers necessary or appropriate for the Use and Development of land within the City, including ordinances, resolutions, rules, fees, restrictive covenants, easements, and Development Agreements governing Use, Density, open space, Structures, Buildings, energy efficiency, light and air, air quality, transportation and public or alternative transportation, infrastructure, Street and Building orientation and width requirements, public facilities, fundamental fairness in Land Use Regulation, considerations of surrounding land uses and the balance of foregoing purposes with a land Owner's private property interests, unless expressly prohibited by law.

On October 14, 2025, during a City Council Work Meeting, the City Council was presented with the proposed Limantzakis Commercial Subdivision, parking lot design, and site constraints to gauge Council support before bringing the formal Subdivision Plat and Development Agreement to the Planning Commission. Due to the constraints of the site, the City Council expressed interest in further consideration of the Applicant's request to enter into a Development Agreement to provide relief from the following requirements in Title 17:

- New Lots in the CC District must have a minimum of one acre. The Applicant's proposed Subdivision creates a Lot with 0.611 acres.
- The requirement to dedicate an additional 6.75 feet of Right-of-Way along 3185 South, thereby preventing the existing Structure from encroaching into the public Right-of-Way.
- Undergrounding the existing overhead power utilities.

The Planning Commission shall consider forwarding a positive recommendation to the City Council for approval of a Development Agreement based on the Findings of Fact outlined in the Staff Report. See **Exhibit B** for the draft Development Agreement.

STAFF RECOMMENDATION

Based upon the information submitted in the application, supporting documentation, and analysis of the relevant code sections and general plan goals, Staff recommends the Planning Commission (1) approve the Preliminary Plat for a one-Lot Subdivision to be located at 3205 S State Street based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in this Staff Report, and (2) consider forwarding a positive recommendation to the South Salt Lake City Council for the approval of a Development Agreement for the property located at 3205 S State Street, in South Salt Lake, that would allow the Development of parking lot improvements, without meeting certain requirements of Title 17, the Land Use and Development section of the South Salt Lake City Municipal Code.

FINDINGS OF FACT:

1. The subject property comprises three contiguous metes-and-bounds Parcels located at 3205 S State Street, 132 E 3185 South, and 136 E 3185 South

2. The Parcel identification numbers are 16303060010000 (0.33 acres), 16303060050000 (0.11 acres), and 16303060240000 (0.16 acres), totaling 0.611 acres.

3. The Parcel at 3205 S State Street is zoned Commercial Corridor (CC) and contains an existing commercial Building housing the La Puente restaurant.

4. The Parcels at 132 E 3185 South and 136 E 3185 South are zoned Residential (R1) and are currently vacant following the permitted demolition of two dilapidated Single-Family Dwellings in April 2025.

5. On March 6, 2025, the Community and Economic Development Director issued a Non-Conforming Use Determination (GF25-0001) confirming the right to rebuild a Single-Family Dwelling on 132 E 3185 South if the Subdivision is not approved or recorded.

6. The Applicant proposes consolidating the three Parcels into a single 0.611-acre commercial Lot to construct off-street parking, landscaping, buffering, and storm drainage infrastructure supporting the existing restaurant.

7. Pursuant to South Salt Lake Municipal Code §17.02.030(B)(7), when a Lot straddles more than one zoning district, the entire property is governed by the district covering the majority of the Lot. Because 0.33 acres of the 0.611-acre total is located in the CC District, the consolidated Lot is governed entirely by CC District standards.

8. The proposal aligns with the South Salt Lake General Plan Land Use & Neighborhoods Goal 1 and Goal 3 by supporting a long-standing local business, containing commercial parking on-site rather than on adjacent residential streets, and upgrading the 3185 South streetscape with new curb, gutter, sidewalk, park strip landscaping, and decorative buffering.

9. § 17.03.050 requires a minimum Lot area of 1 acre for new non-residential Lots in the CC District, and the proposed Lot contains 0.611 acres, requiring an exception granted by the City Council through a Development Agreement.

10. § 17.10.120 requires a 63-foot Right-of-Way (31.5 feet from the centerline) along 3185 South. Dedicating the required 6.75 feet results in the existing commercial Building encroaching into the public Right-of-Way by approximately 6.75 feet, necessitating an encroachment agreement. The Applicant is seeking relief from the dedication requirement via a Development Agreement.

11. Based on the dining seating (70 seats requiring 23.3 stalls) and staffing (10 employees requiring five stalls), the minimum off-street parking required is 28 parking stalls. The proposed parking plan provides 31 off-street parking stalls, exceeding minimum code requirements of § 17.06.140.

12. The proposal consolidates three existing drive approaches along 3185 South into two approaches separated by 86 feet. The City Engineer evaluated site circulation and supported this modification pursuant to administrative authority under § 17.06.150(B)(3)(f).

13. § 17.10.190 requires new Subdivisions to place utility lines underground. However, existing overhead lines and transformers feed multiple off-site commercial properties, and relocation would require third-party easements and meter replacements on adjacent Buildings. Relief from the undergrounding requirement is requested through the Development Agreement.

14. The City Engineering Department reviewed the preliminary Grading and Drainage Plan and confirmed site stormwater detention capacity is adequate, subject to geotechnical verification of local groundwater levels.

15. On October 14, 2025, the South Salt Lake City Council reviewed the project concept in a public work meeting and expressed support for negotiating a Development Agreement to address the lot size, Right-of-Way dedication, and overhead utility constraints.

16. All items of the staff report, including the background information, technical analyses, and exhibits.

CONCLUSIONS OF LAW:

1. The proposed Subdivision, as specifically conditioned below, is consistent with the South Salt Lake General Plan.

2. The proposed Subdivision, as specifically conditioned below, is compatible in Use, scale, and design with the Commercial Corridor District.

3. There is good cause for the Subdivision Plat, and no public street or easement is vacated.

4. The proposal, as specifically conditioned below, does not impose disproportionate burdens on the citizens of South Salt Lake.

CONDITIONS OF APPROVAL:

1. The Applicant shall continue working with city staff to make all necessary technical corrections prior to Final Plat approval.

2. Prior to Final Plat recording, the City Council shall approve, and the Mayor and Applicant shall execute, a Development Agreement granting relief from Title 17 requirements regarding minimum Lot size in the CC District, Right-of-Way dedication along 3185 South, and undergrounding of existing overhead utility infrastructure.

3. Prior to recordation and any Development, the Applicant shall provide city staff the final Mylar with notarized signature of owner's consent to dedication and obtain signatures of all entities indicated on the Subdivision Plat attached hereto.

4. The Applicant shall record the Subdivision Plat with the Salt Lake County Recorder's Office prior to issuance of any permit for construction. Otherwise, the Applicant shall record the Plat within two years of receiving Final Plat Approval.

5. The proposed Development shall meet all requirements of the South Salt Lake Community Development Department, Fire Marshal, the Building Official, and the City Engineer.

6. Prior to construction of the parking lot, the Applicant shall obtain a Right-of-Way Permit and post a performance guaranty for all required public improvements along 3185 South, including curb, gutter, sidewalk, park strip, and any other requirements of the Engineering Department as needed during permit review.

7. Prior to final plan approval, the Applicant shall conduct soil borings and submit a groundwater elevation report to the City Engineer to verify that the water table does not compromise the storage capacity or structural integrity of the underground detention system.

8. The Applicant shall ensure the existing fire hydrant along 3185 South is protected in place.

9. Site Development shall substantially conform to the approved Preliminary Parking and Landscaping Plans, including installation of required buffering, screening, landscaping, and lighting.

10. The Applicant shall comply with all applicable International Building Codes and International Fire Codes and shall obtain a South Salt Lake Paving Permit prior to commencing construction.

11. Any construction of a future Building shall meet the code standards in place at that time.

PLANNING COMMISSION OPTIONS

Option 1: Approval
Move to (1) approve the Preliminary Plat for a one-Lot Subdivision to be located at 3205 S State Street based on the Findings of Fact, Conclusions of Law, and Conditions of Approval outlined in this Staff Report, and (2) consider forwarding a positive recommendation to the South Salt Lake City Council for the approval of a Development Agreement for the property located at 3205 S State Street, in South Salt Lake, that would allow the Development of parking lot improvements, without meeting certain requirements of Title 17, the Land Use and Development section of the South Salt Lake City Municipal Code.

Option 2: Denial
Move to (1) deny the Preliminary Plat for a one-Lot Subdivision to be located at 3205 S State Street based on the Findings of Fact and Conclusions of Law as enumerated on the record, and (2) consider forwarding a negative recommendation to the South Salt Lake City Council for the approval of a Development Agreement for the property located at 3205 S State Street, in South Salt Lake, that would allow the Development of parking lot improvements, without meeting certain requirements of Title 17, the Land Use and Development section of the South Salt Lake City Municipal Code.

Option 3: Continuance
Move to table the application to a date certain to allow the Applicant and Staff time to respond to specific inquiries or concerns raised by the Planning Commission, or to allow the Planning Commission more time to consider the proposal.

EXHIBITS

A. Non-Conforming Use Determination (GF25-0001)
B. Draft Development Agreement
C. Proposed Subdivision Plat
D. Parking Lot Site Plan
E. Grading, Drainage, and Erosion Control Plan
F. Landscape and Irrigation Plan
G. Photometric Plan
H. ALTA Survey

WHEN RECORDED RETURN TO:

SOUTH SALT LAKE CITY
220 E. MORRIS AVE. SUITE 200
SOUTH SALT LAKE CITY, UT 84115

14356676 B: 11555 P: 7719 Total Pages: 5
03/11/2025 02:56 PM By: EMehanovic Fees: $0.00
Rashelle Hobbs,Recorder, Salt Lake County, Utah
Return To: SOUTH SALT LAKE CITY
220E MORRIS AVE STE 200SALT LAKE CITY, UT 84115

JONATHAN WEIDENHAMER
COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR

02/27/2025

Anthony Limantzakis
via email: limantzakis@hotmail.com
Limantzakis Properties LLC
2832 E Commonwealth Avenue
Salt Lake City, UT, 84109

RE: NON-CONFORMING USE NOTICE OF DETERMINATION

Address: 132 E 3185 S
Tax ID #: 16-30-306-005-0000
File No: GF-25-0001
Legal Description: BEG 158 FT E & 474.39 FT N OF SW COR LOT 2 BLK 32 10 AC PLAT A B F SUR E 42.92 FT N 115.689 FT W 42.92 FT S 115.689 FT TO BEG. 0.1 AC. 4934-0164 6496-2757 7342-2336 9010-3234 9162-8553 9565-8534 9663-9784 9898-3771

Dear Anthony,

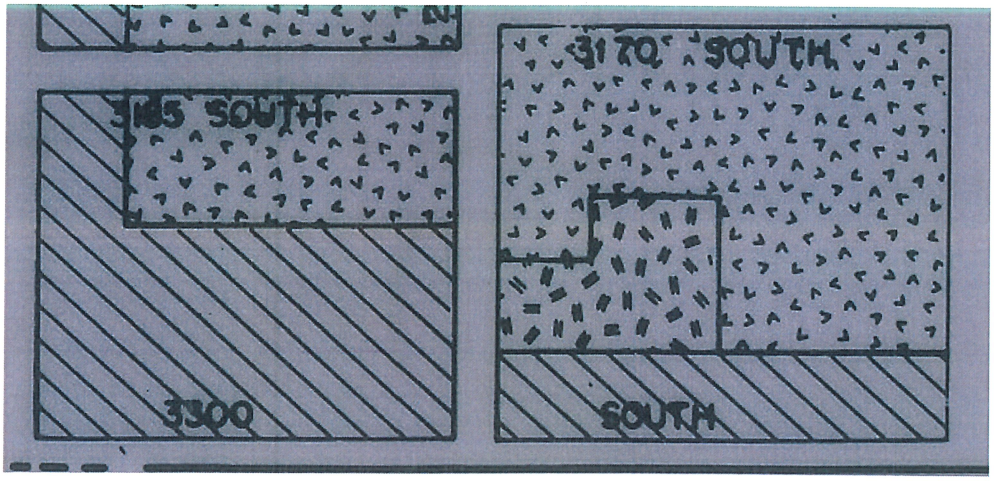
On February 21, 2025, the Community Development Department received a Non-Conforming Use Determination Application requesting that the City determine if the subject property can maintain the right to build a single-family dwelling of the same size and dimensions on a substandard lot. This letter serves as the City's official determination and is approved based on the information provided by the Applicant, which is outlined below.

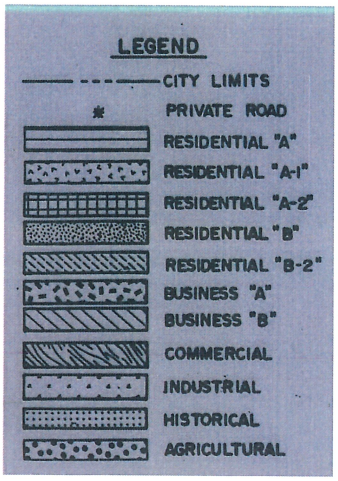
Pursuant to §17.09.010 of the South Salt Lake Land Use and Development Code, "the [property] Owner bears the burden of establishing that any Nonconforming Use lawfully exists." The following evidence, submitted with your application, was reviewed by the Community Development Director and City Staff in consultation with the City Attorney (See attached exhibits.):

1. 2024 Notice of Property Valuation & Tax Changes
2. Property photos

<u>Zoning History</u>
In 1978, the City annexed a portion of unincorporated Salt Lake County, which included the property located at 132 E 3185 S. At that time, the zoning for this property was established as Residential "A-1". The following images, taken from the 1979 South Salt Lake zoning map, identify the land use zones for the block between 3185 South and 3300 South, State Street and 200 East:

CHERIE WOOD
MAYOR
220 E MORRIS AVE
SUITE 200
SOUTH SALT LAKE
UTAH
84115
O 801.483.6000
F 801.483.6001
SSLC.GOV
MAYOR@SSLC.GOV





Site Improvements

The Applicant proposes to consolidate the properties immediately east and west of 132 E 3185 S into one lot and to build a code-compliant parking lot for the restaurant at 3205 S State Street. Although the subject property is currently zoned residential, the consolidation will rezone it to "Commercial Corridor." However, the parking lot proposal does not meet the Land Use and Development Code standards and may not be feasible. Additionally, the property is already smaller than the minimum 6,000 square feet (0.14 acres) required for residential development. The existing, dilapidated single-family dwelling is scheduled for demolition, eliminating the right to rebuild a home because the lot does not meet current code standards. Therefore, if the parking lot project cannot proceed, the Applicant seeks to retain the right to rebuild the demolished house.

Determination

The Non-Conforming Use Determination for the property at 3330 S 300 W is based on the following Findings of Fact:

1. A Single-Family Dwelling is an Allowed Use in the Residential – 1 Zoning District.
2. 132 E 3185 S contains a Single-Family Dwelling constructed circa 1926.
3. The Applicant established that a Single-Family Dwelling lawfully exists at 132 E 3185 S.
4. The Applicant provided sufficient evidence that the residential Use has been maintained.

If you have questions regarding this determination, please contact the project planner.

Sincerely,

S J Cx

Spencer Cawley
Senior Planner

EXHIBITS

Exhibit A: 2024 Notice of Property Valuation & Tax Changes
Exhibit B: Property Photos

EXHIBIT A

Office of the Salt Lake County Auditor
2024 Notice of Property Valuation & Tax Changes
Chris Harding, CPA, CFE, CIA
Salt Lake County Auditor
(385) 468-7200
slco.org/property-tax/

Go Paperless Sign up for e-notices at https://slco.org/enotices/

Scan here for more detailed information

#1630306005000002# AA 165373-P470 T450
**********AUTO**SCH 5-DIGIT 84121

LIMANTZAKIS PROPERTIES LLC
2328 E 6710 S
COTTONWOOD HEIGHTS UT 84121-3220

Property Location:	132 E 3185 S
Acres:	.11
Above Ground Sq Ft:	1,048
Tax Area:	14B
Type:	111 SINGLE FAMILY RESIDENCE
Last Review:	2024
Parcel:	16-30-306-005-0000

2024 Market Value	2024 Proposed Property Tax	Appeal to County Board of Equalization by
$343,900	$2,193.51	09/16/24

NOTICE OF PROPERTY VALUATION

Assessment Type	2024 Market Value	COMPARE 2023 Market Value
FULL MARKET VALUE	$343,900	$319,300
RESIDENT EXEMPTION REDUCTION	<154,755>	<143,685>
TOTAL TAXABLE VALUE	$189,145	$175,615

RIGHT TO APPEAL

If you believe the assessed value of your property is incorrect, you may begin the appeal process by filing an Appeal Form with the County Auditor by 09/16/24. Visit slco.org/property-tax/

For detailed property valuation information visit slco.org/assessor/

NOTICE OF TAX CHANGES

TAXING ENTITY	2024 IF TAX INCREASE APPROVED		2024 IF NO BUDGET CHANGE		2024 CHANGE IF INCREASE APPROVED		2023	
	RATE	TAX	RATE	TAX	TAX	%	RATE	TAX
GRANITE SCHOOL DISTRICT	.003921	741.64	.003773	713.64	$ 28.00	4%	.004815	845.59
GRANITE SCHOOL DEBT SVCE	.000675	127.67	.000675	127.67				.00
STATE BASIC SCHOOL LEVY	.001408	266.32	.001408	266.32			.001406	246.91
UT CHARTER SCHOOL-GRANITE	.000121	22.89	.000121	22.89			.000132	23.18
SALT LAKE COUNTY	.001193	225.65	.001193	225.65			.001280	224.79
SALT LAKE COUNTY BOND I/S	.000104	19.67	.000104	19.67			.000114	20.02
SOUTH SALT LAKE CITY	.001597	302.06	.001330	251.56	$ 50.50	20%	.002381	418.14
SOUTH SLC PUBLIC SAFETY	.001070	202.39	.000890	168.34	$ 34.05	20%		.00
SL COUNTY LIBRARY	.000446	84.36	.000446	84.36			.000477	83.77
SOUTH SL VALLEY MOSQUITO	.000009	1.70	.000009	1.70			.000009	1.58
JORDAN VALLEY WATER CONS	.000321	60.72	.000321	60.72			.000341	59.88
MT OLYMPUS IMPROVEMENT	.000173	32.72	.000173	32.72			.000184	32.31
CENTRAL UT WATER CONSERV	.000400	75.66	.000380	71.88	$ 3.78	5%	.000400	70.25
MULTI COUNTY ASSESS/COLL	.000015	2.84	.000015	2.84			.000015	2.63
COUNTY ASSESS/COLL LEVY	.000144	27.22	.000144	27.23	$ -.01		.000155	27.23
TOTAL	.011597	2,193.51	.010982	2,077.19			.011709	2,056.28

RIGHT TO BE HEARD

A public meeting will be held

Date/Time/Place	
AUG 06 8 PM	2500 SOUTH STATE STREET
AUG 07 7 PM	220 East Morris Avenue
AUG 27 6 PM	1426 E 750 N BLDG 2 OREM

Property taxes are due December 2, 2024. The Treasurer will send the bill on or before November 1, 2024. Late payments may incur penalties and interest. Visit slco.org/treasurer or contact the Treasurer at 385-468-8300 for payment information. VALUES DO NOT INCLUDE TAX RELIEF, DELINQUENT TAXES, PERSONAL PROPERTY TAXES, OR SPECIAL ASSESSMENTS. APPLY FOR TAX RELIEF BY SEPTEMBER 3 AT SLCO.ORG/TREASURER/TAX-RELIEF/

EXHIBIT B





Acknowledgment

State of Utah)

§

County of Salt Lake)

On this 11th day of March, in the year 2025, before me, Idanely Avalos a notary
date month year notary public name

public, personally appeared Spencer Cawley, proved on the basis of satisfactory
name of document signer

evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged

(he/she/they) executed the same.

Witness my hand and official seal.

Idanely Avalos

(notary signature)

IDANELY AVALOS OROSCO
Notary Public State of Utah
My Commission Expires on:
July 18, 2027
Comm. Number: 732172

(seal)

WHEN RECORDED RETURN TO:
South Salt Lake City
Attn: Ariel Andrus, City Recorder
220 East Morris Avenue
South Salt Lake, UT 84115

DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2026, by and among the undersigned entities involved in the development and construction of the subject project (collectively, the "Developer") and SOUTH SALT LAKE CITY, a municipality and political subdivision of the State of Utah (the "City"). Developer and the City are hereinafter sometimes referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. Developer is the owner, developer and/or builder of real property located at approximately 3205 S South State Street, located within the boundaries of the City as more particularly described in "Exhibit A" (the "Property").

B. A preliminary subdivision plat application has been, conditionally approved by the Planning Commission, subject to the approval of this Agreement by the South Salt Lake City Council, for the consolidation of three metes and bounds parcels into a one-lot subdivision for the purpose of expanding and improving the parking lot serving the commercial Property as more fully described in the Subdivision Plat attached hereto as "Exhibit B."

C. Developer desires to proceed with a proposed parking lot expansion; however, due to existing site and cost restraints of meeting all subdivision, development and design standards of the South Salt Lake City Municipal Code ("SSLC Code"), Developer has requested exemption from meeting certain subdivision, development or design standards in order to proceed with the proposed parking lot expansion as more fully described on the Site Plan attached hereto as "Exhibit C" (the "Project").

D. The City Council desires to promote site improvements that bring properties and businesses located in South Salt Lake City into closer compliance with SSLC Code land use regulations to promote efficiency, growth and economic development, while ensuring that the residential neighboring properties of this Project are not negatively impacted by this Project and that the Project is in the best interests of the City, its residents, businesses and business patrons.

E. In order to accomplish their respective goals and objectives, the Parties hereby agree as follows:

DRAFT

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of Recitals. The Recitals and Exhibits are hereby incorporated by reference as part of this Agreement.

2. Project. Developer agrees to construct a commercial parking lot in substantial conformity with the Site Plan in Exhibit C. The Developer agrees to comply with all requirements of the SSLC Code for the Project, with the following specifically enumerated exceptions:

2.1 Lot Size. The proposed one-Lot Subdivision is in two land use zoning districts, the Commercial Corridor (CC) and the R-1 (R-1) District. In accordance with SSLC Code Section 17.02.030 (B)(7), if any Lot or Parcel straddles more than one district, the entire property shall be interpreted to lie within the district that is designate for the majority of the Lot or Parcel. The majority of the proposed Lot is within the CC District and therefore under the SSLC Code would require a minimum area of one acre for new Development. Developer's proposed Lot contains .611 acres. For the purposes of approving the final subdivision plat and furthering the development of the Project, the Parties agree to the reduced minimum area for a Lot on this Property shall be .611 acres.

2.2 Right of Way Dedication. SSLC Code Section 17.10.120(B) requires 63 feet (31.5 feet from the centerline) of Right-of-Way under the South Salt Lake Construction Specifications and Standards. The existing Right-of-Way, on 3185 South, as measured from the centerline, is 24.8 feet. To meet current SSLC Code, Developer would be required to dedicate an additional 6.75 feet of Right of Way. The location of the existing building, not currently proposed for any expansion or redevelopment would result in an encroachment of approximately 6.75 feet into the newly dedicated Right-of-Way. For the purposes of approving the final subdivision plat and furthering the development of the Project, the Parties agree Developer will not be required to dedicate an additional 6.75 feet of Right-of-Way on 3185 South. Developer shall comply with all other requirements of the South Salt Lake Construction Specifications and standards drawing, including road profile dedications.

2.3 Utilities. SSLC Code Section 17.10.190(A) requires that utility facilities, including but not limited to gas, fiber, electric power, telephone and cable be located underground in a new Subdivision wherever underground location does not violate safety standards of the particular utility. The site of the Project contains a power pole and overhead power lines. For the purposes of approving the final subdivision plat and furthering the development of the Project, the Parties agree Developer will not be required to underground the existing power poles and transformers on Developer's Property. Developer shall comply with all other requirements related to utilities.

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3. Recordation of Plat. In exchange for Developer's promised adherence to the proposed Site Plan as set forth in Section 2 above and compliance with all subdivision, development, and design standards in the SSLC Code, except those specifically set forth in Section 2, that are applicable to the Project in the CC District, the City shall record the final approved subdivision plat for the Project.

4. Successors and Assigns.

4.1. Binding Effect. This Agreement shall be binding upon all successors and assigns of Developer in the ownership or development of the Lot or other portion of the Project or Property, as applicable.

4.2. Assignment. Except as provided herein, none of the provisions, terms, conditions, benefits or burdens contained in this Agreement may be severed from this Agreement and any assignment to any other party, individual, or entity may not be made without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, nothing herein shall preclude: (a) a collateral assignment of this Agreement to first priority mortgage lenders providing construction and development financing for the Project, or portion thereof, or (b) the sale or transfer of the Lot to affiliates of the Developer or others; provided, that the obligations contained in this Agreement and applicable to such Lot sold or transferred shall be binding upon the successor owners thereof. Any such request for assignment may be made by letter addressed to the City as provided herein and the prior written consent of the City may also be evidenced by letter from the City to Developer or its successors or assigns. The assignment of the Project shall require the assignee to sign a form of acknowledgement and consent agreeing to be bound by the terms of this Agreement.

5. Default.

5.1. Notice. If Developer or the City fail to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a default has occurred shall provide notice to the other party as provided herein. If the City believes that the default has been committed by Developer, then the City shall also provide a courtesy copy of the notice to Developer.

5.2. Contents of the Notice of Default. The Notice of Default shall:

5.2.1. Claim of Default. Specify the claimed event of default;

5.2.2. Identification of Provisions. Identify with particularity the provisions of any applicable law, rule, regulation, or provision of this Agreement that is claimed to be in default;

5.2.3. Specify Materiality. Identify why the default is claimed to be material; and

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5.2.4. Optional Proposed Cure. If the City chooses, in its discretion, it may propose a method and time for curing the default which shall be of no less than sixty (60) days duration.

5.3. Meet and Confer. Upon the issuance of a Notice of Default, the Parties shall meet within ten (10) business days and confer in an attempt to resolve the issues that are the subject matter of the Notice of Default.

5.4. Remedies. If, after meeting and conferring, the Parties are not able to resolve the default, then the Parties may have the following remedies:

5.4.1. Legal Remedies. The rights and remedies available at law and in equity, including, but not limited to injunctive relief, specific performance and termination, but not including damages or attorney's fees.

5.4.2. Enforcement of Security. The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular default.

5.4.3. Withholding Further Development Approvals and Suspending Business License. The right to withhold all further reviews, approvals, licenses, building permits, and/or other permits for future development on the Property.

5.5. Extended Cure Period. If any default cannot be reasonably cured within sixty (60) days then such cure period may be extended as needed, by agreement of the Parties for good cause shown, so long as the defaulting party is pursuing a cure with reasonable diligence.

5.6. Cumulative Rights. The rights and remedies set forth herein shall be cumulative.

5.7. Force Majeure. All time periods imposed or permitted pursuant to this Agreement shall automatically be extended and tolled for: (a) a period of any and all moratoria imposed by the City or other governmental authorities in any respect that materially affects the development of the Project; or (b) events reasonably beyond the control of Developer including, without limitation, inclement weather, war, strikes, unavailability of materials at commercially reasonable prices, and acts of God, but which does not include financial condition of the Developer or its successors.

6. Notices. Any notices, requests, and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the Party for whom intended or if mailed by certified mail, return receipt requested, postage prepaid to such Party at its address shown below:

To Developer:

Limantzakis Properties LLC
Attn: Anthony Limantzakis

DRAFT

To City:

South Salt Lake City
Attn: City Attorney
220 East Morris Avenue, Suite 200
South Salt Lake, Utah 84115

Any Party may change its address or notice by giving written notice to the other Parties in accordance with the provisions of this Section.

7. General Terms and Conditions.

7.1. Agreement to Run with the Land. This Agreement shall be recorded in the Office of the Salt Lake County Recorder against the Property and is intended to and shall be deemed to run with the land and shall be binding on all successors in the ownership and development of any portion of the Property.

7.2. Entire Agreement. This Agreement, together with the Exhibits hereto, integrates and constitutes all of the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements, or previous agreements between the Parties hereto with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the respective Parties hereto.

7.3. Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

7.4. Non-Liability of City Officials or Employees. No officer, representative, agent, or employee of the City shall be personally liable to Developer, or any successor-in-interest or assignee of Developer, in the event of any default or breach by the City or for any amount which may become due to Developer, or its successors or assignees, for any obligation arising out of the terms of this Agreement.

7.5. No Third-Party Rights. The obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any persons or parties other than to the City, Developer, and the Developer's authorized successors, together with one or more first priority mortgage lenders of the Project, or portions thereof who shall be deemed third-party beneficiaries of this Agreement. The City, Developer, successors to the Developer, and the third-party mortgage lender identified above, alone shall be entitled to enforce or waive any provisions of this Agreement to the extent that such provisions are for their benefit.

7.6. Severability. Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions, and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

7.7. Waiver. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision regardless of any similarity that may exist between such

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provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving Party.

7.8. Survival. All agreements, covenants, representations, and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

7.9. Public Information. The Parties agree that all documents related to this agreement will be public documents, as provided in UTAH CODE ANN. § 63G-2-101, *et seq*.

7.10. Satisfaction of Obligations. At such time as the obligations of the Developer contained in this Agreement have been satisfied, including the implementation of provisions required by this Agreement into other agreements, declarations and/or covenants approved by the City Attorney, upon the request of the Declarant and/or its authorized successors, the City shall acknowledge in a form approved by the City Attorney suitable for recordation, that Declarant has satisfied its obligations as set forth in this Agreement.

7.11. Governing Law. This Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

7.12. Counterparts. This Agreement may be executed in multiple counterparts which shall constitute one and the same document.

IN WITNESS WHEREOF, this Agreement has been executed by South Salt Lake City, acting by and through the South Salt Lake City Council, Salt Lake County, State of Utah, pursuant to Resolution No. _____, authorizing such execution, and by a duly authorized representative of Developer as of the above-stated date.

THE CITY:

SOUTH SALT LAKE CITY, a Utah municipality and political subdivision of the State of Utah.

By: _____
Chair, City Council

ATTEST:

_____
Ariel Andrus, South Salt Lake City Recorder

DRAFT

APPROVED AS TO FORM

_____

Josh Collins, City Attorney

DEVELOPER:

LIMANTZAKIS PROPERTIES LLC

By: _____

Anthony Limantzakis, President

STATE OF UTAH)

:ss.

COUNTY OF SALT LAKE)

On the _____ day of _____, 2026, personally appeared before me Anthony Limantzakis, who being duly sworn, did say that he is the President of **Limantzakis Properties LLC**, and that the foregoing instrument was signed on behalf of **Limantzakis Properties LLC** for itself and that Anthony Limantzakis duly acknowledged to me that he executed the same for the purposes therein stated.

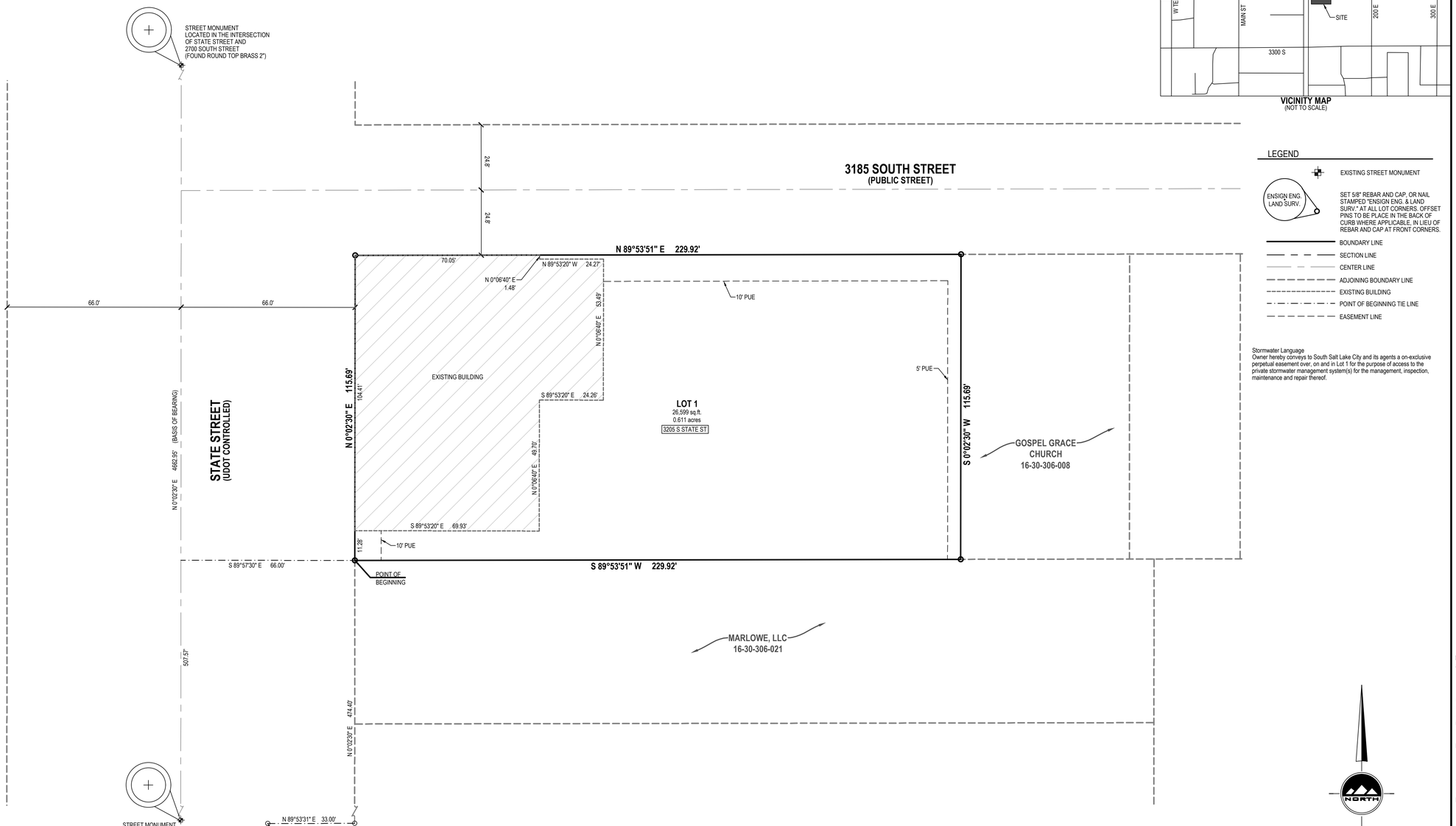
_____

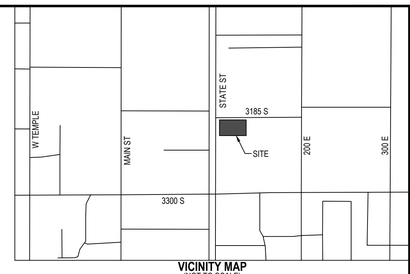
NOTARY PUBLIC

DRAFT

LIMANTZAKIS COMMERCIAL SUBDIVISION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 30,
TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN
SOUTH SALT LAKE CITY, SALT LAKE COUNTY, UTAH





VICINITY MAP
(NOT TO SCALE)

LEGEND

- EXISTING STREET MONUMENT
- SET 5/8" REBAR AND CAP, OR NAIL STAMPED "ENSIGN ENG. & LAND SURV." AT ALL LOT CORNERS. OFFSET PINS TO BE PLACE IN THE BACK OF CURB WHERE APPLICABLE, IN LIEU OF REBAR AND CAP AT FRONT CORNERS. (ENSIGN ENG. LAND SURV.)
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- ADJOINING BOUNDARY LINE
- EXISTING BUILDING
- POINT OF BEGINNING TIE LINE
- EASEMENT LINE

Stormwater Language
Owner hereby conveys to South Salt Lake City and its agents a on-exclusive perpetual easement over, on and in Lot 1 for the purpose of access to the private stormwater management system(s) for the management, inspection, maintenance and repair thereof.

ENBRIDGE GAS UTAH - NOTE
Questar Gas Company, dba Enbridge Gas Utah ("Enbridge"), approves this plat solely to confirm that the plat contains public utility easements. This approval does not (a) affect any right Enbridge has under Title 54, Chapter 8a, a recorded easement or right-of-way, prescriptive rights, or any provision of law; (b) constitute acceptance of any terms contained in any portion of the plat; and (c) guarantee any terms or waive Enbridge's right to require additional easements for gas service.

ROCKY MOUNTAIN POWER NOTES:
1. Pursuant to Utah Code Ann. § 54-3-27 this plat conveys to the owner(s) or operators of utility facilities a public utility easement along with all the rights and duties described therein.
2. Pursuant to Utah Code Ann. § 10-20-803 and § 17-79-703 Rocky Mountain Power accepts delivery of the PUE as described in this plat and approves this plat solely for the purpose of confirming that the plat contains public utility easements and approximates the location of the public utility easements but does not warrant their precise location. Rocky Mountain Power may require other easements in order to serve this development. This approval does not affect any right that Rocky Mountain Power has under:
(1) a recorded easement or right-of way
(2) the law applicable to prescriptive rights
(3) Title 54, Chapter 8a, Damage to Underground Utility Facilities or
(4) any other provision of law.

HORIZONTAL GRAPHIC SCALE

20 0 10 20 40
(IN FEET)
HORZ: 1 inch = 20 ft.

SURVEYOR'S CERTIFICATE

I, PATRICK M. HARRIS, do hereby certify that I am a Professional Land Surveyor in the State of Utah and that I hold License No. 286882 in accordance with Title 58, Chapter 22, of the Professional Engineers and Land Surveyor's Act; I further certify that by authority of the Owners, I have completed a survey of the property described on this subdivision plat in accordance with Section 17-23-17 and have verified all measurements; that the reference monuments shown on this plat are located as indicated and are sufficient to accurately establish the lateral boundaries of the herein described tract of real property; and has been drawn correctly to the designated scale and is a true and correct representation of the herein described lands included in said subdivision, based upon data compiled from records of the county recorders office. I further certify that all lots meet frontage width and area requirements of the applicable zoning ordinances.

BOUNDARY DESCRIPTION

A parcel of land situate in the Southwest Quarter of Section 30, Township 1 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

Beginning at a point on the Easterly Right-of-Way line of State Street, said point being North 0°02'30" East 507.57 feet and South 89°57'30" East 66.00 feet from the found street monument at the intersection of State Street and 3300 South, said point also being North 89°53'31" East 33.00 feet and North 0°02'30" East 474.40 feet from the Southwest Corner of Lot 2, Block 32 10 Acre Plat A Big Field Survey; and running

thence North 00°02'30" East 115.69 feet along said Easterly Right-of-Way line to the Southerly Right-of-Way line of 3185 South Street;
thence North 89°53'51" East 229.92 feet along said Southerly Right-of-Way line;
thence South 00°02'30" West 115.69 feet;
thence South 89°53'51" West 229.92 feet to the point of beginning.

Contains 26,599 Square Feet or 0.611 Acres

PROFESSIONAL LAND SURVEYOR
9/30/26
No. 286882
PATRICK M. HARRIS
STATE OF UTAH

9/30/26
DATE

PATRICK M. HARRIS
P.L.S. 286882

OWNER'S DEDICATION

Know all men by these presents that, the undersigned owner(s) LIMANTZKIS PROPERTIES LLC, a Utah limited liability company, of the above described tract of land to be hereafter known as

LIMANTZAKIS COMMERCIAL SUBDIVISION

does hereby certify to have caused this plat to be prepared and does hereby dedicate for the perpetual use of the public all public roads and other areas shown on this plat as intended for public use. The undersigned owner(s) also hereby conveys to any and all public utility companies a perpetual, non-exclusive easement over the public utility easements shown on this plat, the same to be used for the installation, maintenance, and operation of utility lines and facilities. The undersigned owner(s) also hereby conveys any other easements as shown on this plat to the parties indicated and for the purposes shown hereon.

In witness whereof the owner has hereunto set this _____ day of _____ A.D., 20____.

_____.
LIMANTZKIS PROPERTIES LLC, a Utah limited liability company
By:
Its:

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH)
County of SALT LAKE)S.S.

On the _____ day of _____ A.D., 20_____, personally appeared before me _____, the signer of the foregoing instrument, who duly acknowledged to me that he/she is a _____ of _____, a Utah limited liability company, and is authorized to execute the foregoing Agreement in its behalf and that he/she executed it in such capacity.

MY COMMISSION EXPIRES:_____.

_____ RESIDING IN_____ COUNTY.
NOTARY PUBLIC

DEVELOPER
ANTHONY LIMANTZAKIS
2832 COMMONWEALTH AVE.
SALT LAKE CITY, UT 84109
801-558-2225

RECORD OF SURVEY
ROS NO.: -S-_____.
COUNTY SURVEYOR REVIEWER DATE

CENTURYLINK COMMUNICATIONS
APPROVED THIS _____ DAY OF _____, A.D., 20_____.
CENTURYLINK COMMUNICATIONS

COMCAST
APPROVED THIS _____ DAY OF _____, A.D., 20_____.
COMCAST

ENBRIDGE GAS UTAH
APPROVED THIS _____ DAY OF _____, A.D., 20_____.
ENBRIDGE GAS UTAH

ROCKY MOUNTAIN POWER
APPROVED THIS _____ DAY OF _____, A.D., 20_____.
ROCKY MOUNTAIN POWER

MOUNT OLYMPUS IMPROVEMENT DISTRICT
APPROVED THIS _____ DAY OF _____, A.D., 20_____.
MOUNT OLYMPUS IMPROVEMENT DISTRICT

SALT LAKE COUNTY HEALTH DEPT.
APPROVED THIS _____ DAY OF _____, A.D., 20_____.
SALT LAKE COUNTY HEALTH DEPT.

ENSIGN
THE STANDARD IN ENGINEERING

SANDY
45 W 10000 S, Suite 500
Sandy, UT 84070
Phone: 801.255.0529
WWW.ENSIGNENG.COM

LAYTON Phone: 801.547.1100
TOOELE Phone: 435.843.3590
CEDAR CITY Phone: 435.865.1453
RICHFIELD Phone: 435.896.2983

SHEET 1 OF 1
PROJECT NUMBER : 13664
MANAGER : PMH
DRAWN BY : SJL
CHECKED BY : KFW
DATE : 9/30/26

SOUTH SALT LAKE FIRE MARSHAL
APPROVED AS TO FORM THIS ___ DAY OF _____, A.D., 20___.
SOUTH SALT LAKE FIRE MARSHAL

PLANNING COMMISSION
APPROVED AS TO FORM THIS ___ DAY OF _____, A.D., 20___.
PLANNING COMMISSION APPROVAL

SOUTH SALT LAKE COMMUNITY DEVELOPMENT
APPROVED AS TO FORM THIS ___ DAY OF _____, A.D., 20___.
COMMUNITY DEVELOPMENT DIRECTOR

SOUTH SALT LAKE CITY ENGINEER
APPROVED AS TO FORM THIS ___ DAY OF _____, A.D., 20___.
SOUTH SALT LAKE CITY ENGINEER

APPROVAL AS TO FORM
APPROVED AS TO FORM THIS ___ DAY OF _____, A.D., 20___.
SOUTH SALT LAKE CITY ATTORNEY

SOUTH SALT LAKE CITY APPROVAL
APPROVED AS TO FORM THIS ___ DAY OF _____, A.D., 20___.
ATTEST: RECORDER MAYOR

LIMANTZAKIS COMMERCIAL SUBDIVISION

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 30,
TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN
SOUTH SALT LAKE CITY, SALT LAKE COUNTY, UTAH

SALT LAKE COUNTY RECORDER
RECORDER #_____
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE
REQUEST OF : _____
DATE: _____ TIME: _____ BOOK: _____ PAGE: _____
FEE _____
DEPUTY SALT LAKE COUNTY RECORDER

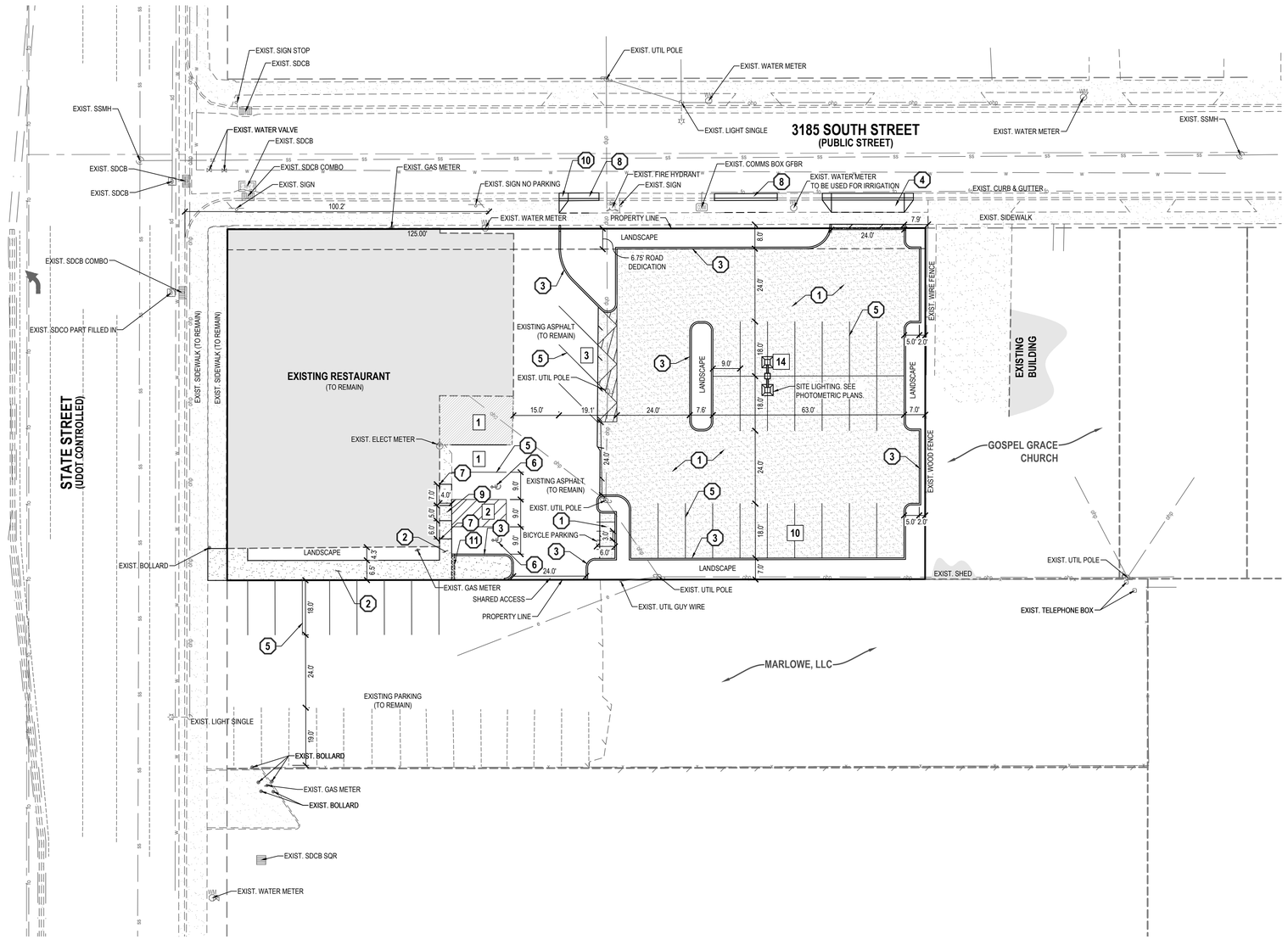
811 Know what's below. Call before you dig.

CALL BLUESTAKES @ 811 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

BENCHMARK

STREET MONUMENT LOCATED AT THE INTERSECTION OF STATE STREET AND 3300 SOUTH STREET

ELEV = 4257.07



GENERAL NOTES

1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
2. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
3. SEE LANDSCAPE/ARCHITECTURAL PLANS FOR CONCRETE MATERIAL, COLOR, FINISH, AND SCORE PATTERNS THROUGHOUT SITE.
4. ALL PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE M.U.T.C.D. (MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES).
5. ALL SURFACE IMPROVEMENTS DISTURBED BY CONSTRUCTION SHALL BE RESTORED OR REPLACED, INCLUDING TREES AND DECORATIVE SHRUBS, SOD, FENCES, WALLS AND STRUCTURES, WHETHER OR NOT THEY ARE SPECIFICALLY SHOWN ON THE CONTRACT DOCUMENTS.
6. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE OR ASPHALT.
7. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.

SCOPE OF WORK:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

1. ASPHALT PAVEMENT PER DETAIL 5/C-500.
2. 4" THICK CONCRETE SIDEWALK PER APWA STANDARD PLAN NO. 231. SIDEWALK WITH THICKENED EDGE PER DETAIL 9/C-500.
3. 6" TYPE "P" CURB WALL PER APWA STANDARD PLAN NO. 209.
4. OPEN DRIVEWAY APPROACH PER APWA STANDARD PLAN NO. 221.
5. 4" WIDE SOLID WHITE PAVEMENT MARKING PER M.U.T.C.D. STANDARD PLANS.
6. PAINTED ADA SYMBOL AND ASSOCIATED HATCHING PER M.U.T.C.D. STANDARD PLANS.
7. "HANDICAP PARKING" SIGN PER M.U.T.C.D. STANDARD PLANS. ATTACH TO BUILDING.
8. TYPE A CURB AND GUTTER PER APWA STANDARD PLAN NO. 205.
9. ACCESSIBLE RAMP: 6" THICK CONCRETE WITH 6" UNTREATED BASE COURSE WITH #4 EPOXY-COATED REBAR @ 24" O.C.E.W. PER DETAIL 6/C-500.
10. BUILD DRIVE APPROACH FLARE TO MATCH FLARE IN APWA STANDARD PLAN NO. 221
11. ISLAND CURB CUT WITH STEEL DIAMOND PLATE PER DETAIL 7/C-500.

PARKING DATA TABLE	
REQUIRED PARKING	
70 SEATS /3	23
10 EMPLOYEES x 0.5	5
TOTAL REQUIRED	28
PROVIDED PARKING	
STANDARD STALLS	28
COVERED STALLS	1
ADA STALLS	2
TOTAL PROVIDED	31

NORTH

HORIZONTAL GRAPHIC SCALE

20 0 10 20 40

(IN FEET)
HORZ: 1 inch = 20 ft.

ENSIGN
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CONTACT:
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PHONE: 801-558-2225

LIMANTZAKIS COMMERCIAL PROPERTY
PARKING LOT EXPANSION

3205 SOUTH STATE STREET
SOUTH SALT LAKE CITY, UTAH

REGISTERED PROFESSIONAL ENGINEER
08/08/2025
#9936
DAVID A. JENKINS
STATE OF UTAH

SITE PLAN

PROJECT NUMBER 13664
PRINT DATE 2025-08-08
PROJECT MANAGER D. JENKINS
DESIGNED BY

C-200

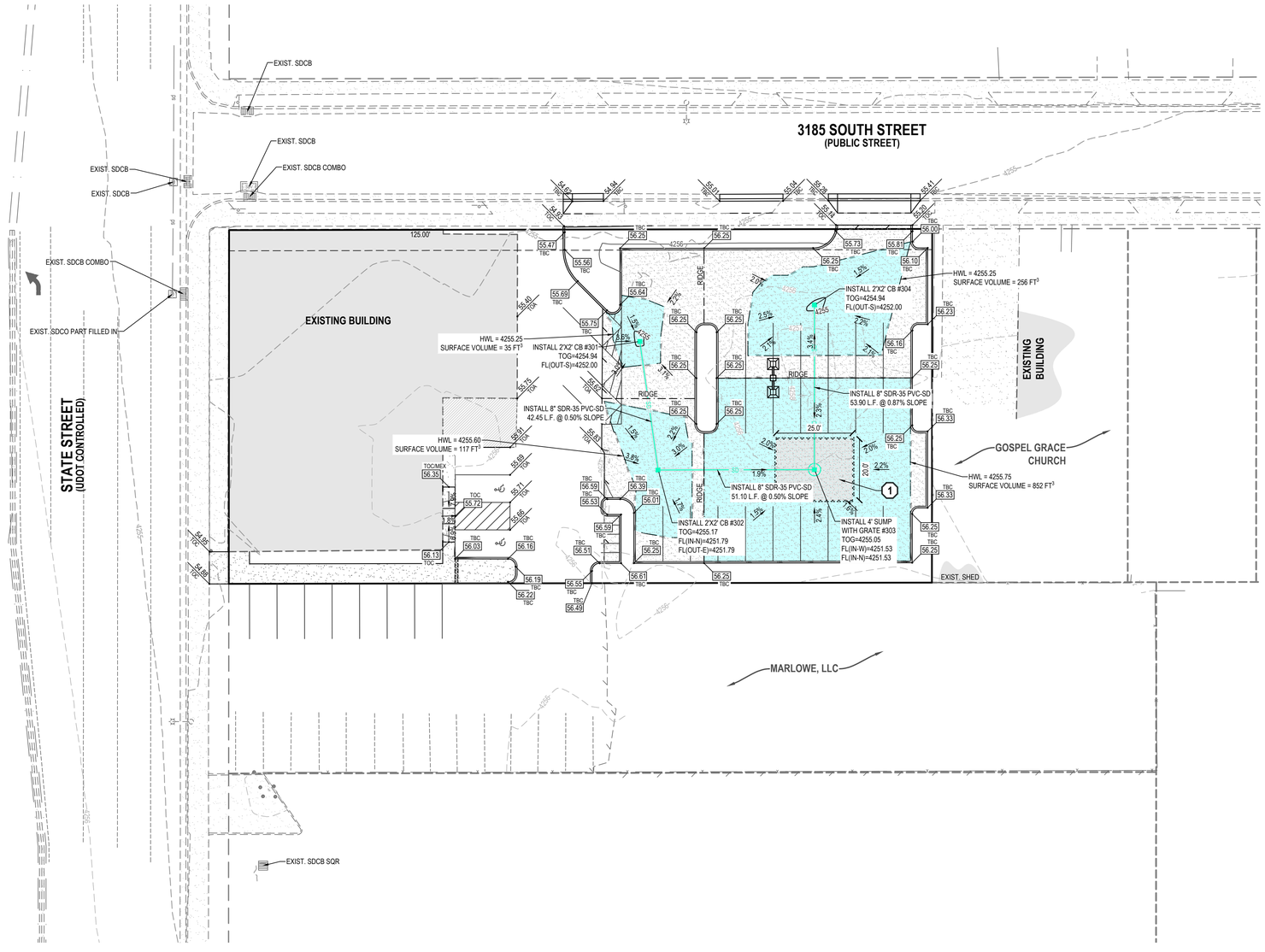
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CALL BLUESTAKES @ 811 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

BENCHMARK

STREET MONUMENT LOCATED AT THE INTERSECTION OF STATE STREET AND 3300 SOUTH STREET

ELEV = 4257.07



GENERAL NOTES

1. ALL WORK TO COMPLY WITH THE GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
2. ALL IMPROVEMENTS MUST COMPLY WITH ADA STANDARDS AND RECOMMENDATIONS.
3. ALL WORK SHALL COMPLY WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER POSSIBLY INCLUDING, BUT NOT LIMITED TO, REMOVAL OF UNCONSOLIDATED FILL, ORGANICS, AND DEBRIS, PLACEMENT OF SUBSURFACE DRAIN LINES AND GEOTEXTILE, AND OVEREXCAVATION OF UNSUITABLE BEARING MATERIALS AND PLACEMENT OF ACCEPTABLE FILL MATERIAL.
4. THE CONTRACTOR SHALL BECOME FAMILIAR WITH THE EXISTING SOIL CONDITIONS.
5. ELEVATIONS HAVE BEEN TRUNCATED FOR CLARITY. XX.XX REPRESENTS AN ELEVATION OF 42XX.XX ON THESE PLANS.
6. LANDSCAPED AREAS REQUIRE SUBGRADE TO BE MAINTAINED AT A SPECIFIC ELEVATION BELOW FINISHED GRADE AND REQUIRE SUBGRADE TO BE PROPERLY PREPARED AND SCARIFIED. SEE LANDSCAPE PLANS FOR ADDITIONAL INFORMATION.
7. SLOPE ALL LANDSCAPED AREAS AWAY FROM BUILDING FOUNDATIONS TOWARD CURB AND GUTTER OR STORM DRAIN INLETS.
8. EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR'S FAILURE TO VERIFY THE LOCATIONS OF EXISTING UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT. THE CONTRACTOR IS TO VERIFY ALL CONNECTION POINTS WITH THE EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE EXISTING UTILITIES AND UTILITY STRUCTURES THAT ARE TO REMAIN. IF CONFLICTS WITH EXISTING UTILITIES OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION TO DETERMINE IF ANY FIELD ADJUSTMENTS SHOULD BE MADE.
9. ALL STORM DRAIN INFRASTRUCTURE TO BE INSTALLED PER GOVERNING AGENCY OR APWA STANDARD PLANS AND SPECIFICATIONS.
10. ENSURE MINIMUM COVER OVER ALL STORM DRAIN PIPES PER MANUFACTURER'S RECOMMENDATIONS. NOTIFY ENGINEER IF MINIMUM COVER CANNOT BE ATTAINED.
11. ALL FACILITIES WITH DOWNSPOUTS/ROOF DRAINS SHALL BE CONNECTED TO THE STORM DRAIN SYSTEM. SEE PLUMBING PLANS FOR DOWNSPOUT/ROOF DRAIN LOCATIONS AND SIZES. ALL ROOF DRAINS TO HAVE MINIMUM 1% SLOPE.
12. THE CONTRACTOR SHALL ADJUST TO GRADE ALL EXISTING UTILITIES AS NEEDED PER LOCAL GOVERNING AGENCY'S STANDARDS AND SPECIFICATIONS.
13. NOTIFY ENGINEER OF ANY DISCREPANCIES IN DESIGN OR STAKING BEFORE PLACING CONCRETE, ASPHALT, OR STORM DRAIN STRUCTURES OR PIPES.
14. THE CONTRACTOR IS TO PROTECT AND PRESERVE ALL EXISTING IMPROVEMENTS, UTILITIES, AND SIGNS, ETC. UNLESS OTHERWISE NOTED ON THESE PLANS.

SCOPE OF WORK:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

(1) 4' Ø BOTTOMLESS STORM DRAIN CLEANOUT WITH GRATED LID. PROVIDE A MINIMUM OF 25' X 20' AREA WITH 8' DEPTH OF 3/4" SEWER ROCK WRAPPED IN MIRAFI 140N FABRIC BELOW STRUCTURE. ALSO PROVIDE SEWER ROCK MIN. 2' WIDE ALONG SIDES OF STRUCTURE TO WITHIN 2' OF THE SURFACE. SEE DETAIL 8/C-500.

RETENTION SUMP
DIAMETER = 4'
DEPTH = 6'
VOLUME = 75 CU.FT.

GRAVEL
WIDTH = 20'
LENGTH = 25'
DEPTH = 8'
GRAVEL VOLUME (BED VOLUME - SUMP VOLUME) = 3,925 CU.FT.
VOLUME IN GRAVEL (40%) VOID RATIO = 1,570 CU.FT.

ENSIGN
THE STANDARD IN ENGINEERING

Project: Limantzakis Commercial Property
By: Miguel Medina, EIT
Date: 2025-07-30

Project No.: 13664
Checked By: DJ

RETENTION CALCULATION

AREA CALCULATION

Hardscape Area:	0.29	acres	Runoff Coeff. C :	0.90
Landscape/Native Area:	0.05	acres	Runoff Coeff. C :	0.20
Offsite Area:	0.00	acres	Runoff Coeff. C :	0.75
Total Area:	**0.34**	acres	Weighted C :	**0.80**

RUNOFF CALCULATION

100 Year Design Storm

Infiltration rate	0	in/hr
Total Infiltration Area	200	ft²
Total Infiltration / Allowable Runoff	0.000	cfs

Time (min)	CA (Acres)	Precipitation (in/hr)	Time (sec)	Cumulative Runoff (ft³)	Allowed Runoff (ft³)	Storage (ft³)
5	0.27	6.41	300	513	0	513
10	0.27	4.88	600	782	0	782
15	0.27	4.03	900	968	0	968
30	0.27	2.71	1,800	1,303	0	1,303
60	0.27	1.68	3,600	1,615	0	1,615
120	0.27	0.92	7,200	1,773	0	1,773
180	0.27	0.62	10,800	1,797	0	1,797
360	0.27	0.34	21,600	1,932	0	1,932
720	0.27	0.20	43,200	2,249	0	2,249
1440	0.27	0.10	86,400	2,376	0	2,376
				Storage Required:		**2,376**
				Storage Provided:		**2,985**

RETENTION VOLUME	
100 YEAR	2,376 CU.FT.
10 YEAR	1,684 CU.FT.

STORAGE PROVIDED			2985 CU.FT.
VOLUME IN PIPES			**80 CU.FT.**
DIAMETER	10	IN	
TOTAL LENGTH	147	FT	
VOLUME	80	CU.FT.	
VOLUME IN SUMP			**1645 CU.FT.**
SUMP			
DIAMETER	4	FT	
HEIGHT	6	FT	
VOLUME	75	CU.FT.	
GRAVEL			
WIDTH	20	FT	
LENTGH	25	FT	
DEPTH	8	FT	
VOLUME (40% VOID RATIO)	1570	CU.FT.	
SURFACE VOLUME			**1260 CU.FT.**
PONDING 1	35	CU.FT.	
PONDING 2	256	CU.FT.	
PONDING 3	117	CU.FT.	
PONDING 4	852	CU.FT.	
TOTAL PONDING	1260	CU.FT.	

NORTH

HORIZONTAL GRAPHIC SCALE

20 0 10 20 40

(IN FEET)
HORZ: 1 inch = 20 ft.

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LIMANTZAKIS COMMERCIAL PROPERTY
PARKING LOT EXPANSION

3205 SOUTH STATE STREET
SOUTH SALT LAKE CITY, UTAH

REGISTERED PROFESSIONAL ENGINEER
08/08/2025
#5936
DAVID A. JENKINS
STATE OF UTAH

GRADING AND DRAINAGE PLAN

PROJECT NUMBER 13664
PRINT DATE 2025-08-08
PROJECT MANAGER D. JENKINS
DESIGNED BY

C-300

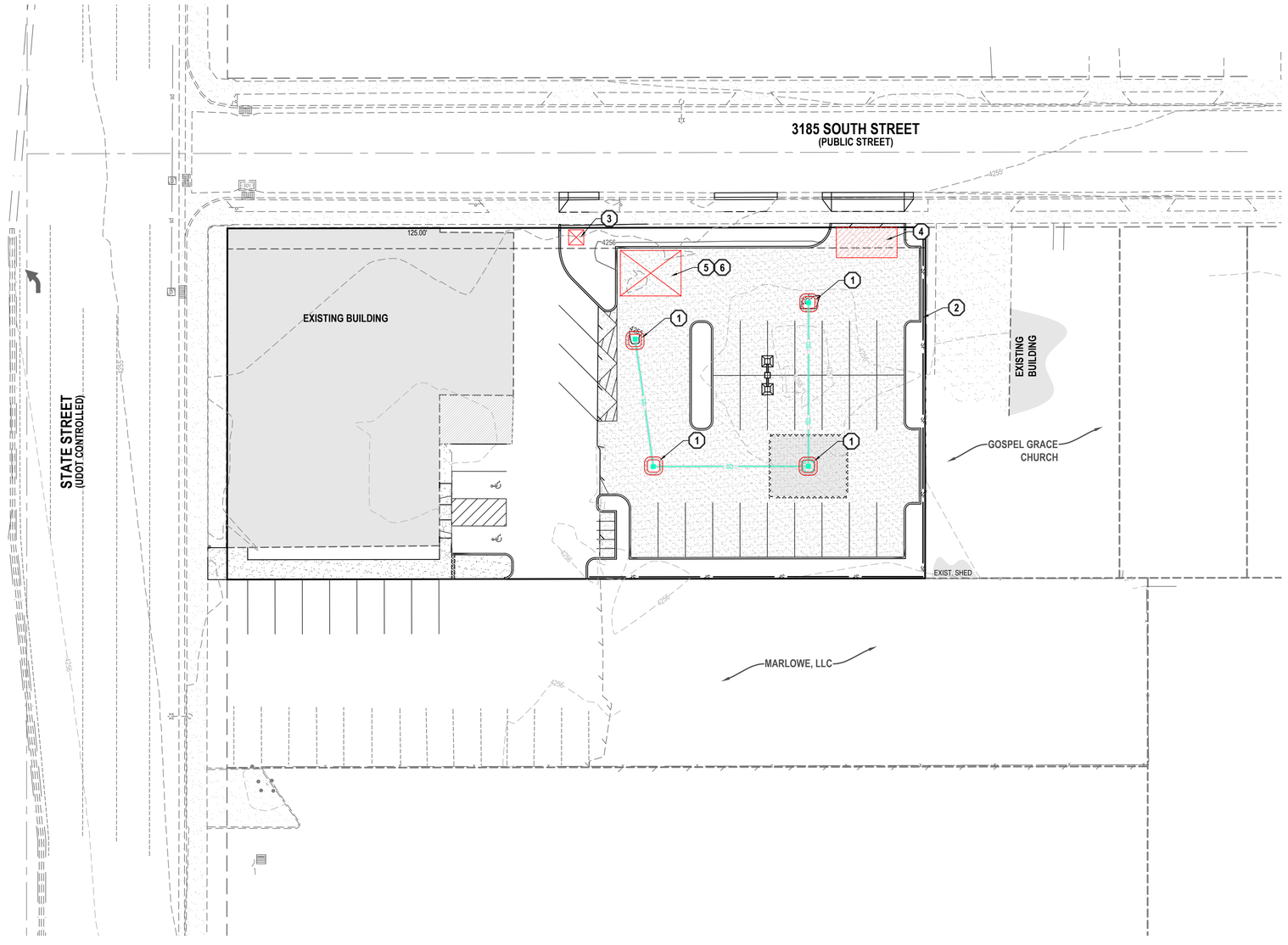
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BENCHMARK

STREET MONUMENT LOCATED AT THE INTERSECTION OF STATE STREET AND 3300 SOUTH STREET

ELEV = 4257.07



GENERAL NOTES

1. THIS PLAN IS DESIGNED AS A FIRST APPRAISAL OF NECESSARY MEANS TO PROTECT THE WATERS OF THE STATE FROM POTENTIAL POLLUTION. IT IS THE RESPONSIBILITY OF THE OWNER/OPERATOR TO ADD WARRANTED BEST MANAGEMENT PRACTICES (BMP'S) AS NECESSARY, MODIFY THOSE SHOWN AS APPROPRIATE, AND DELETE FROM THE PROJECT THOSE FOUND TO BE UNNECESSARY. FEDERAL AND STATE LAW ALLOWS THESE UPDATES TO BE MADE BY THE OWNER/OPERATOR ONSITE AND RECORDED BY THE OWNER/OPERATOR ON THE COPY OF THE SWPPP KEPT ONSITE.
2. DISTURBED LAND SHALL BE KEPT TO A MINIMUM. STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN 14 DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED. HOWEVER, WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED, AND EARTH DISTURBING ACTIVITIES WILL BE RESUMED WITHIN 21 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.
3. RESEED DISTURBED LAND WITH NATIVE GRASS MIXTURE WITHIN 14 CALENDAR DAYS OF ACHIEVEMENT OF FINISH GRADE TO STABILIZE SOILS IF LAND IS NOT TO BE RE-WORKED WITHIN 14 CALENDAR DAYS OF THE CESSATION OF CONSTRUCTION ACTIVITIES AT THAT LOCATION.
4. DETAILS SHOWN ARE TO BE EMPLOYED TO PROTECT RUNOFF AS APPROPRIATE DURING CONSTRUCTION. NOT ALL DETAILS ARE NECESSARY AT ALL PHASES OF THE PROJECT. IT SHALL BE THE RESPONSIBILITY OF THE OWNER/OPERATOR TO USE APPROPRIATE BEST MANAGEMENT PRACTICES AT THE APPROPRIATE PHASE OF CONSTRUCTION. SEE SWPPP FOR BMP IMPLEMENTATION SCHEDULE.
5. VARIOUS BEST MANAGEMENT PRACTICES HAVE BEEN SHOWN ON THE PLANS AT SUGGESTED LOCATIONS. THE CONTRACTOR MAY MOVE AND RECONFIGURE THESE BMP'S TO OTHER LOCATIONS IF PREFERRED, PROVIDED THE INTENT OF THE DESIGN IS PRESERVED.
6. NOT ALL POSSIBLE BMP'S HAVE BEEN SHOWN. THE CONTRACTOR IS RESPONSIBLE TO APPLY CORRECT MEASURES TO PREVENT THE POLLUTION OF STORM WATER PER PROJECT SWPPP.
7. A UPDES (UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM) PERMIT IS REQUIRED FOR ALL CONSTRUCTION ACTIVITIES 1 ACRE OR MORE.

SCOPE OF WORK:

PROVIDE, INSTALL AND/OR CONSTRUCT THE FOLLOWING PER THE SPECIFICATIONS GIVEN OR REFERENCED, THE DETAILS NOTED, AND/OR AS SHOWN ON THE CONSTRUCTION DRAWINGS:

1. INLET PROTECTION PER DETAIL 1/C-400.
2. SILT FENCE PER DETAIL 2/C-400.
3. PORTABLE TOILET PER DETAIL 3/C-400.
4. VEHICLE WASHDOWN AND STABILIZED CONSTRUCTION ENTRANCE PER DETAIL 4/C-400.
5. SUGGESTED TEMPORARY CONSTRUCTION SITE PARKING, STAGING, DUMPSTER, AND MATERIAL STORAGE AREA.
6. SUGGESTED STOCKPILE AREA.

REVISION SCHEDULE

NUMBER	DATE	AUTHOR	COMPANY REPRESENTATIVE SIGNATURE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

NORTH

HORIZONTAL GRAPHIC SCALE

20 0 10 20 40

(IN FEET)
HORZ: 1 inch = 20 ft.

ENSIGN
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CONTACT:
ANTHONY LIMANTZAKIS
PHONE: 801-558-2225

LIMANTZAKIS COMMERCIAL PROPERTY
PARKING LOT EXPANSION

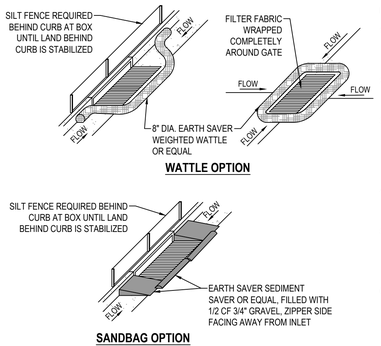
3205 SOUTH STATE STREET
SOUTH SALT LAKE CITY, UTAH

REGISTERED PROFESSIONAL ENGINEER
08/08/2025
#5936
DAVID A. JENKINS
STATE OF UTAH

EROSION CONTROL PLAN

PROJECT NUMBER 13664
PRINT DATE 2025-08-08
PROJECT MANAGER D. JENKINS
DESIGNED BY

C-400

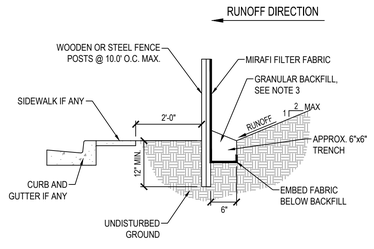


NOTES:

1. PLACE WATTLES OR GRAVEL BAGS TIGHT AGAINST CURB TO PREVENT SEDIMENT-LADEN WATER FROM GETTING BETWEEN CURB AND WATTLE/BAG.
2. PLACE WATTLES OR GRAVEL BAGS SUCH THAT FLOW DOES NOT OVERTOP CURB OR ROAD CENTERLINE.
3. INSPECT INLET PROTECTION AFTER EVERY LARGE STORM EVENT AND AT LEAST BI-WEEKLY, OR PER SWPPP REQUIREMENTS, WHICHEVER IS MORE STRINGENT, TO ENSURE THAT SEDIMENT CONTROL IS MEETING ITS DESIGN INTENT. MAINTAIN AND/OR REPLACE AS NEEDED.
4. REMOVE SEDIMENT ACCUMULATED WHEN IT REACHES 50% OF GRAVEL BAG OR WATTLE HEIGHT.
5. CONTRACTOR MAY SUBMIT AN ALTERNATIVE METHOD OF INLET PROTECTION. THE ALTERNATIVE METHOD SHALL BE APPROVED BY THE CITY INSPECTOR AND THE ENGINEER OF RECORD.
6. BEFORE PLACEMENT OF CURB, STABILIZATION OF LAND BEHIND CURB, AND/OR PAVING, MAINTAIN TOP OF INLET AT 6" ABOVE GRADE, AND SURROUND WITH SILT FENCE FOR SEDIMENTATION AROUND BOX. MAINTAIN SILT FENCE BEHIND BOX UNTIL LAND BEHIND CURB IS STABILIZED.

1 SAG INLET PROTECTION

SCALE: NONE

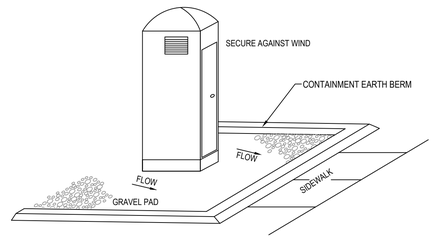


NOTES:

1. EXCAVATE 6"x6" TRENCH ALONG LIMITS OF DISTURBANCE AS SHOWN ON CONSTRUCTION DRAWINGS.
2. POSTS SHALL BE POSITIONED ON DOWNSTREAM SIDE OF FENCE.
3. LAY TOE-IN FABRIC FLAP IN BOTTOM OF TRENCH. BACKFILL TRENCH WITH FREE DRAINING GRANULAR MATERIAL. COMPACT TRENCH TO SATISFACTION OF THE ENGINEER OF RECORD.
4. SILT FENCE GEOTEXTILE SHALL MEET AASHTO M288-92 REQUIREMENTS.
5. REMOVE & DISPOSE OF SEDIMENT WHEN ACCUMULATION IS 50% OF EXPOSED FENCE HEIGHT.
6. 10' MAX. SPACING BETWEEN STAKES.
7. SILT FENCES SHALL BE INSTALLED ALONG CONTOURS, NOT UP AND DOWN SLOPES, WITH 10' OVERLAP AT BREAKS.

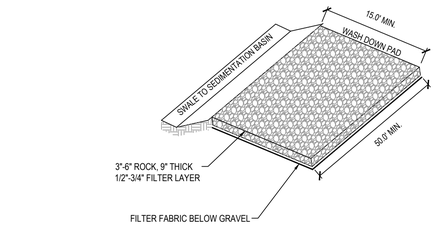
2 TEMPORARY SILT FENCE

SCALE: NONE



3 PORTABLE TOILET

SCALE: NONE



NOTE:

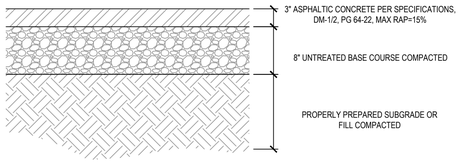
1. PLACE SIGN ADJACENT TO ENTRANCE " CONSTRUCTION TRAFFIC ONLY - ALL CONSTRUCTION TRAFFIC SHALL ENTER AND EXIT SITE AT THIS LOCATION"

4 STABILIZED CONSTRUCTION ENTRANCE

SCALE: NONE

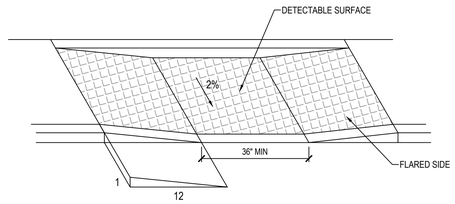
ASPHALT NOTES

1. ALL PAVING TO BE PLACED OVER PROPERLY PREPARED NATURAL SOILS AND/OR PROPERLY PREPARED EXISTING FILL SOILS AND PROPERLY COMPACTED STRUCTURAL FILL WHERE SPECIFIED.
2. ALL STRUCTURAL FILL TO BE PLACED AND COMPACTED TO A MINIMUM OF 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE AASHTO T-180 (D-1557) METHOD OF COMPACTION. LIFTS SHOULD NOT EXCEED 8" IN LOOSE THICKNESS.
3. REMOVE SURFACE VEGETATION AND OTHER DELETERIOUS MATERIALS OVER THE ENTIRE SITE IN PREPARATION OF PROPOSED IMPROVEMENTS.



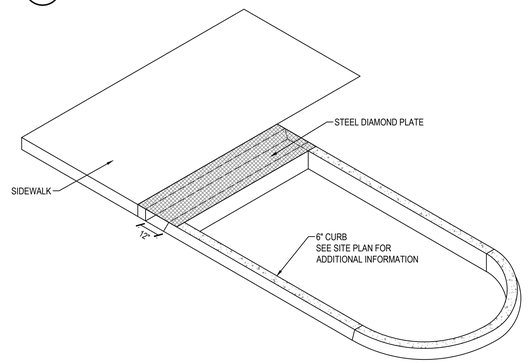
5 STANDARD ASPHALT SECTION

SCALE: NONE



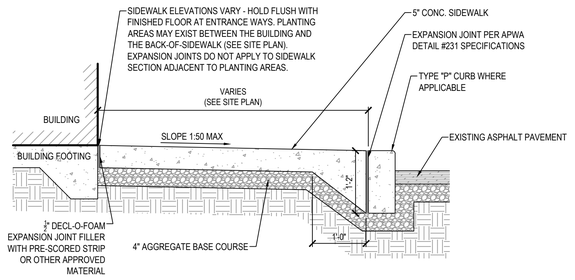
6 ACCESIBLE RAMP (ONSITE)

SCALE: NONE



7 ISLAND CURB-CUT DETAIL

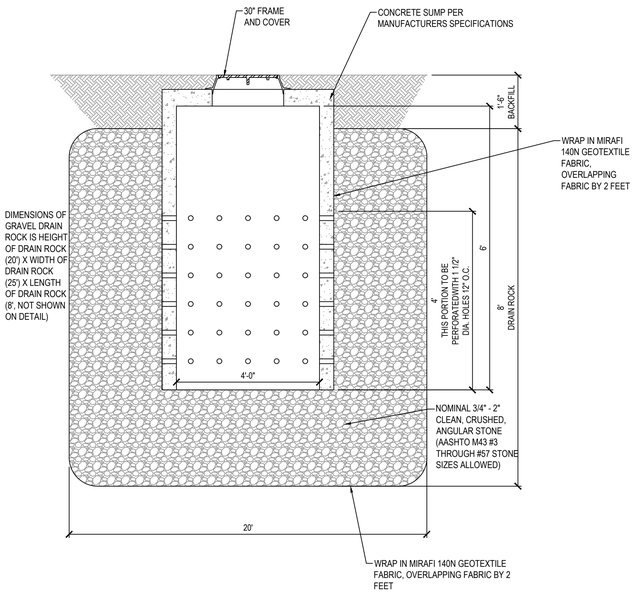
SCALE: NONE



NOTICE: ALWAYS ALIGN CURB AND SIDEWALK JOINTS

9 SIDEWALK WITH THICKENED EDGE

SCALE: NONE



8 SUMP

SCALE: NONE

ENSIGN
THE STANDARD IN ENGINEERING

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LIMANTZAKIS COMMERCIAL PROPERTY
PARKING LOT EXPANSION

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SOUTH SALT LAKE CITY, UTAH

REGISTERED PROFESSIONAL ENGINEER
08/08/2025
#9936
DAVID A. JENKINS
STATE OF UTAH

DETAILS

PROJECT NUMBER 13664
PRINT DATE 2025-08-08
PROJECT MANAGER D. JENKINS
DESIGNED BY

C-500

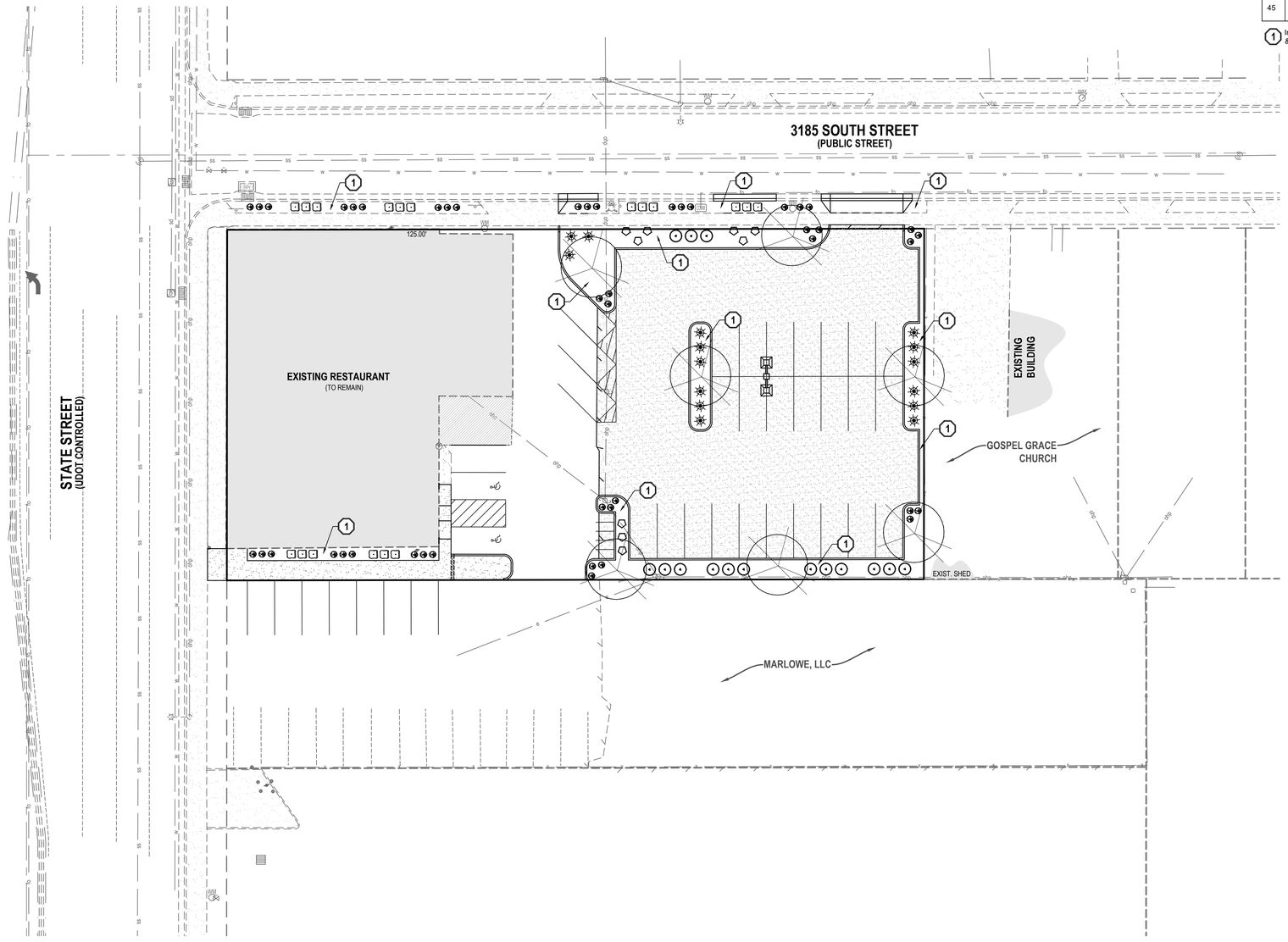
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BENCHMARK

STREET MONUMENT LOCATED AT THE INTERSECTION OF STATE STREET AND 3300 SOUTH STREET

ELEV = 4257.07



Landscape

Trees

Qty	Symbol	Common Name	Botanical Name	Plant Size
7		Eastern Redbud	Cercis canadensis	2" Cal.

Shrubs

Qty	Symbol	Common Name	Botanical Name	Plant Size
18		Boxwood, Littleleaf	Buxus microphylla	5 Gallon
9		Cinquefoil	Potentilla fruticosa 'Abbotswood'	5 Gallon
15		Winged Euonymus	Euonymus alatus 'Grove's Compactus'	5 Gallon
15		Pine, Mugo	Pinus mugo 'Compacta'	5 Gallon
45		Fountain Grass	Pennisetum setaceum	1 Gallon

(1) Install 4" metal edging between all planter bed and sod areas. In all planter bed areas, install 4" deep 2"-3" dia. Nephi Rock & Gravel color 'Southtown' or equiv. decorative rock over weed barrier, typ.

NORTH

HORIZONTAL GRAPHIC SCALE

20 0 10 20 40

(IN FEET)
HORZ: 1 inch = 20 ft.

ENSIGN
THE STANDARD IN ENGINEERING

SANDY
45 W 10000 S, Suite 500
Sandy, UT 84070
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TOOELE
Phone: 435.843.3590

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FOR:
ANTHONY LIMANTZAKIS
2832 COMMONWEALTH AVE
SALT LAKE CITY, UT 84109

CONTACT:
ANTHONY LIMANTZAKIS
PHONE: 801-558-2225

LIMANTZAKIS COMMERCIAL PROPERTY
PARKING LOT EXPANSION

3205 SOUTH STATE STREET
SOUTH SALT LAKE CITY, UTAH

LANDSCAPE PLAN

PROJECT NUMBER 13664
PRINT DATE 2025-08-08
PROJECT MANAGER D. JENKINS
DESIGNED BY

L-100

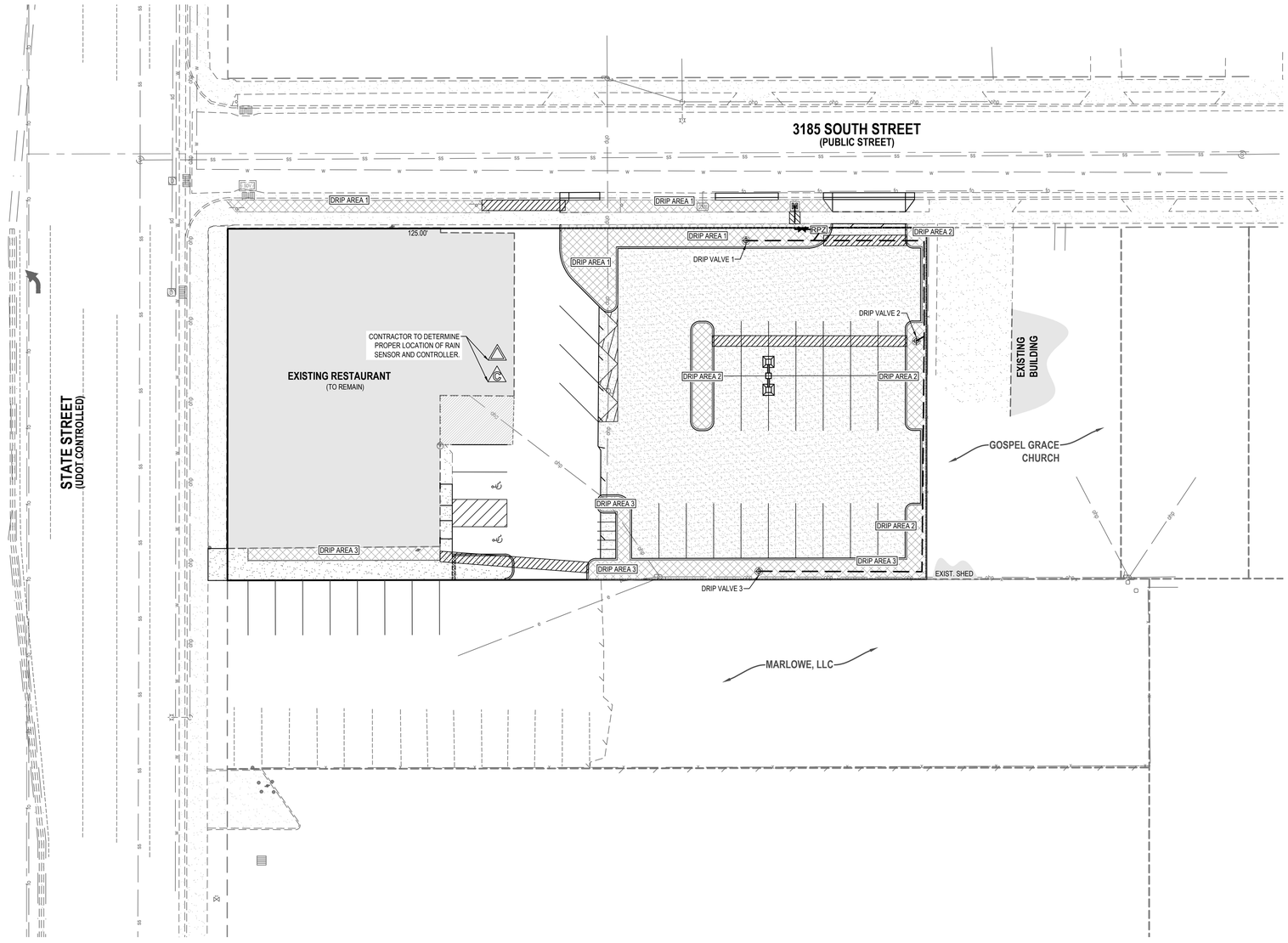
811 Know what's below. Call before you dig.

CALL BLUESTAKES @ 811 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

BENCHMARK

STREET MONUMENT LOCATED AT THE INTERSECTION OF STATE STREET AND 3300 SOUTH STREET

ELEV = 4257.07



Irrigation

Qty	Symbol	Description
3		Rain Bird XCZ-100 COM
		Pipe Sleeve - 2x Pipe Diameter
		Mainline - 1" Schedule 40 PVC
1		1 inch meter
1		Rain Bird RSD-BEx Rain Sensor
1		Rain Bird ESP-LX Plus Controller
1		Mueller 1" Brass Stop and Waste
1	RPZ	RPZ Backflow Prevention Device
	DRIP AREA	Rain Bird 3/4" XBS Black Stripe Tubing with Rain Bird XB-10 Emitters*

*Install 2 emitters per shrub, 4 emitters per tree

** NOTES **

THIS IRRIGATION SYSTEM WAS DESIGNED AT AND 60 (WORKING) PSI AT THE POINT OF CONNECTION. IF THESE MINIMUM REQUIREMENTS CAN NOT BE MET, PLEASE CONTACT THE DESIGNER. **THIS PLAN WAS DRAWN FOR GRAPHIC CLARITY ONLY.** PLEASE PLACE ALL MAINLINE AND LATERAL LINES IN ADJACENT LANDSCAPE AREAS. SOME FIELD MODIFICATIONS MAY BE NEEDED TO AVOID ON SITE OBSTRUCTIONS.

COORDINATE IRRIGATION CONTROLLER WITH OWNERS'S FACILITY OPERATION DEPARTMENT.

NORTH

HORIZONTAL GRAPHIC SCALE

20 0 10 20 40

(IN FEET)
HORZ: 1 inch = 20 ft.

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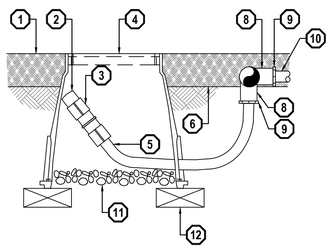
LIMANTZAKIS COMMERCIAL PROPERTY
PARKING LOT EXPANSION

3205 SOUTH STATE STREET
SOUTH SALT LAKE CITY, UTAH

IRRIGATION PLAN

PROJECT NUMBER 13664
PRINT DATE 2025-08-08
PROJECT MANAGER D. JENKINS
DESIGNED BY

L-200

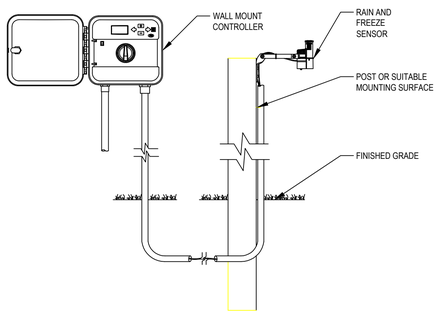


1. MULCH
2. FLUSH CAP FOR EASY FIT COMPRESSION FITTINGS: POTABLE: RAIN BIRD MDCFCAP
3. EASY FIT COUPLING: RAIN BIRD MDCFCOUP
4. SUBTERRANEAN EMITTER BOX: RAIN BIRD SEB 7XB
5. 1/2" POLYETHYLENE TUBING: RAIN BIRD XF BLANK TUBING
6. FINISH GRADE
7. PVC EXHAUST HEADER
8. PVC SCH 40 TEE OR EL
9. BARB X MALE FITTING: RAIN BIRD XFF-MA FITTING (TYPICAL)
10. ON-SURFACE DRIPLINE: RAIN BIRD XF SERIES DRIPLINE POTABLE: XFCV DRIPLINE
11. 3-INCH MINIMUM DEPTH OF ¾" WASHED GRAVEL
12. BRICK (1 OF 2)

NOTE: ALLOW A MINIMUM OF 6-INCHES OF DRIPLINE TUBING IN VALVE BOX IN ORDER TO DIRECT FLUSHED WATER OUTSIDE VALVE BOX.

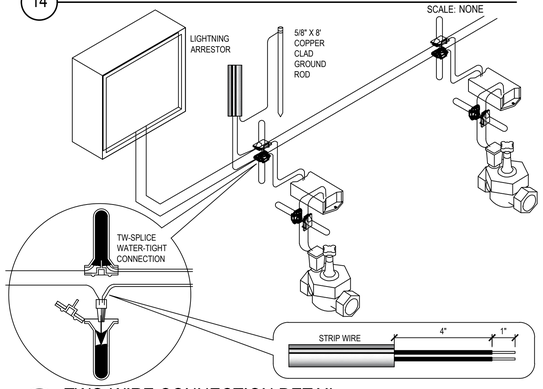
13 ON-SURFACE DRIPLINE FLUSH POINT DETAIL

SCALE: NONE



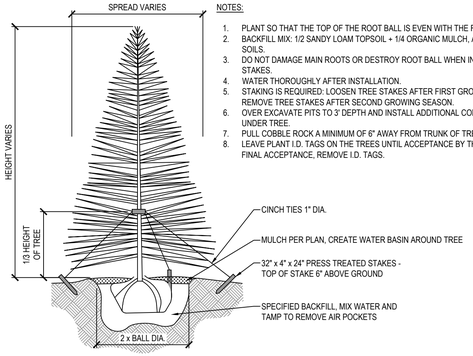
14 RAIN AND FREEZE SENSOR WITH CONTROLLER

SCALE: NONE



15 TWO-WIRE CONNECTION DETAIL

SCALE: NONE

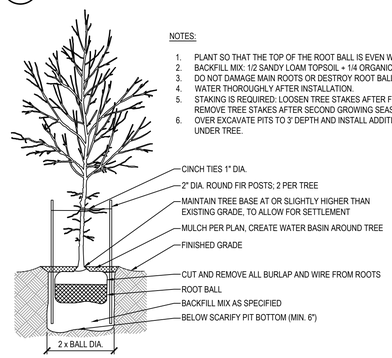


NOTES:

1. PLANT SO THAT THE TOP OF THE ROOT BALL IS EVEN WITH THE FINISHED GRADE.
2. BACKFILL MIX: 1/2 SANDY LOAM TOPSOIL + 1/4 ORGANIC MULCH, AND 1/4 NATIVE SOILS.
3. DO NOT DAMAGE MAIN ROOTS OR DESTROY ROOT BALL WHEN INSTALLING TREE STAKES.
4. WATER THOROUGHLY AFTER INSTALLATION.
5. STAKING IS REQUIRED: LOOSEN TREE STAKES AFTER FIRST GROWING SEASON AND REMOVE TREE STAKES AFTER SECOND GROWING SEASON.
6. OVER EXCAVATE PITS TO 3' DEPTH AND INSTALL ADDITIONAL COMPACTED TOPSOIL UNDER TREE.
7. PULL COBBLE ROCK A MINIMUM OF 6" AWAY FROM TRUNK OF TREE.
8. LEAVE PLANT I.D. TAGS ON THE TREES UNTIL ACCEPTANCE BY THE OWNER. AFTER FINAL ACCEPTANCE, REMOVE I.D. TAGS.

9 EVERGREEN TREE PLANTING

SCALE: NONE



NOTES:

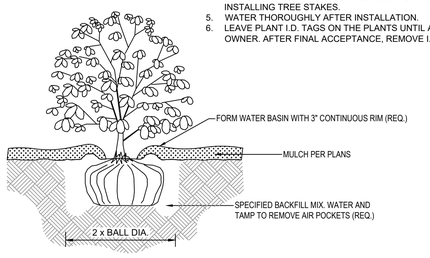
1. PLANT SO THAT THE TOP OF THE ROOT BALL IS EVEN WITH THE FINISHED GRADE.
2. BACKFILL MIX: 1/2 SANDY LOAM TOPSOIL + 1/4 ORGANIC MULCH, AND 1/4 NATIVE SOILS.
3. DO NOT DAMAGE MAIN ROOTS OR DESTROY ROOT BALL WHEN INSTALLING TREE STAKES.
4. WATER THOROUGHLY AFTER INSTALLATION.
5. STAKING IS REQUIRED: LOOSEN TREE STAKES AFTER FIRST GROWING SEASON AND REMOVE TREE STAKES AFTER SECOND GROWING SEASON.
6. OVER EXCAVATE PITS TO 3' DEPTH AND INSTALL ADDITIONAL COMPACTED TOPSOIL UNDER TREE.

10 DECIDUOUS TREE PLANTING

SCALE: NONE

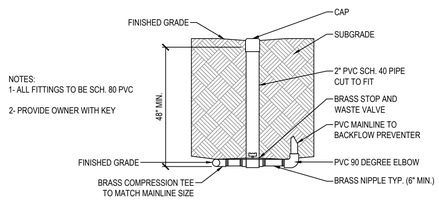
NOTES:

1. IF PLANT IS BALL AND BURLAP, CUT AND REMOVE TOP 1/3 OF BURLAP FROM ROOT BALL.
2. IF PLANT IS CONTAINERIZED, SCARIFY ROOT BALL PRIOR TO PLANTING.
3. BACKFILL MIX: 1/2 SANDY LOAM + 1/4 ORGANIC MULCH + 1/4 NATIVE SOILS IF NATIVE SOILS ARE SUITABLE.
4. DO NOT DAMAGE MAIN ROOTS OR DESTROY ROOT BALL WHEN INSTALLING TREE STAKES.
5. WATER THOROUGHLY AFTER INSTALLATION.
6. LEAVE PLANT I.D. TAGS ON THE PLANTS UNTIL ACCEPTANCE BY THE OWNER. AFTER FINAL ACCEPTANCE, REMOVE I.D. TAGS.



11 SHRUB PLANTING

SCALE: NONE

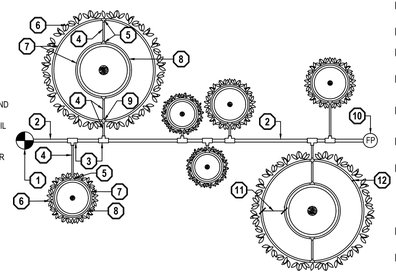


NOTES:
1- ALL FITTINGS TO BE SCH. 80 PVC

2- PROVIDE OWNER WITH KEY

12 STOP AND WASTE VALVE ASSEMBLY

SCALE: NONE



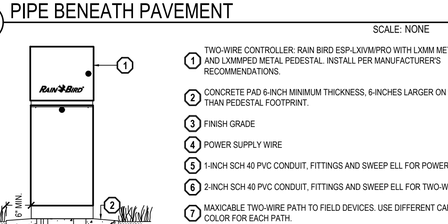
1. RAIN BIRD CONTROL ZONE KIT (SIZED TO ACCOMMODATE LATERAL FLOW DEMAND)
2. PVC DRIP MANIFOLD PIPE
3. PVC SCH 40 TEE OR EL (TYPICAL)
4. 1/2" POLYETHYLENE TUBING: RAIN BIRD XF SERIES BLANK TUBING (TYPICAL)
5. BARB X BARB INSERT TEE: RAIN BIRD XFF-TEE (TYPICAL)
6. PROJECTED CANOPY LINE OF TREE OR SHRUB (TYPICAL)
7. ON-SURFACE DRIPLINE: RAIN BIRD XF SERIES DRIPLINE POTABLE: XFCV SERIES PLACE AS SHOWN (LENGTH AS REQUIRED, TYPICAL)
8. ROOT BALL (TYPICAL)
9. BARB X BARB INSERT CROSS: RAIN BIRD XFD-CROSS (TYPICAL)
10. DRIPLINE FLUSH POINT (SEE RAIN BIRD DETAIL: "XFCV DRIPLINE FLUSH POINT WITH BALL VALVE")
11. SPACING PER SPECIFICATION
12. TIE DOWN STAKE: RAIN BIRD TDS-050 WITH BEND (QUANTITY AS REQUIRED, SEE NOTES 2-3)

NOTES:

1. INSTALL MULTIPLE RINGS AS REQUIRED TO PROVIDE IRRIGATION COVERAGE FROM ROOT BALL TO PROJECTED TREE CANOPY. REFER TO RAIN BIRD DESIGN GUIDELINES AND SPECIFICATIONS FOR RECOMMENDED SPACING BETWEEN RINGS.
2. PLACE TIE DOWN STAKES EVERY THREE FEET IN SAND, FOUR FEET IN LOAM, AND FIVE FEET IN CLAY.
3. AT FITTINGS WHERE THERE IS A CHANGE OF DIRECTION SUCH AS TEES OR ELBOWS, USE TIE-DOWN STAKES ON EACH LEG OF THE CHANGE OF DIRECTION.

5 ON-SURFACE DRIPLINE TREE/SHRUB DETAIL

SCALE: NONE



NOTES:
1- SEE IRRIGATION LEGEND FOR MAINLINE AND LATERAL LINE PIPE SIZE AND TYPE.

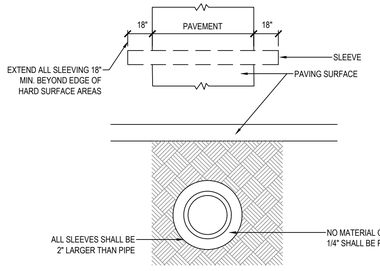
2- DIRECT BURIAL CONTROL WIRES SHALL BE INSTALLED IN SCH. 40 PVC ELECTRICAL CONDUIT IF REQUIRED.

3- 2-WIRE IRRIGATION WIRE SHALL BE INSTALLED IN SCH. 40 PVC ELECTRICAL CONDUIT.

4- DETECTABLE LOCATOR TAPE SHALL BE LOCATED SIX INCHES (6") ABOVE THE ENTIRE MAINLINE RUN.

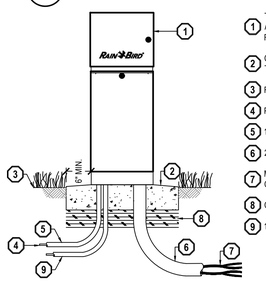
6 IRRIGATION TRENCHING

SCALE: NONE



7 PIPE BENEATH PAVEMENT

SCALE: NONE



1. TWO-WIRE CONTROLLER: RAIN BIRD ESP-LXIVM/PRO WITH LXMM METAL CABINET AND LXMMPED METAL PEDESTAL. INSTALL PER MANUFACTURER'S RECOMMENDATIONS.
2. CONCRETE PAD 6-INCH MINIMUM THICKNESS, 6-INCHES LARGER ON ALL SIDES THAN PEDESTAL FOOTPRINT.
3. FINISH GRADE
4. POWER SUPPLY WIRE
5. 1-INCH SCH 40 PVC CONDUIT, FITTINGS AND SWEEP ELL FOR POWER SUPPLY
6. 2-INCH SCH 40 PVC CONDUIT, FITTINGS AND SWEEP ELL FOR TWO-WIRE CABLE
7. MAXICABLE TWO-WIRE PATH TO FIELD DEVICES. USE DIFFERENT CABLE JACKET COLOR FOR EACH PATH.
8. COMPACTED SUBGRADE
9. 1-INCH SCH 40 PVC CONDUIT, FITTINGS AND SWEEP ELL FOR GROUND.

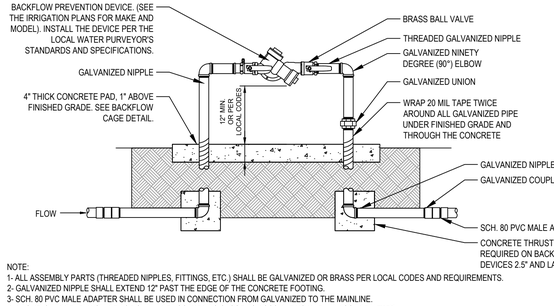
KEY SPECIFICATIONS						
FEATURE / MODEL	MAX PROGRAMS	STATIONS	MAX SIMULSTATIONS	MASTER VALVES	FLOW SENSORS	WEATHER SENSORS
LX-IVM	10	60	8	5	5	4
LX-IVM PRO	40	240	16	10	10	8

NOTES:

1. ESP-LXIVM CONTROLLER IS AVAILABLE IN TWO MODELS, THE LXIVM WITH 60 STATIONS AND THE LMIVM-PRO WITH 240 STATIONS. REFER TO THE CHART ON THE RIGHT FOR DIFFERENCES BETWEEN THE TWO MODELS.
2. PROVIDE PROPER GROUNDING COMPONENTS TO ACHIEVE GROUND RESISTANCE OF 10 OHMS OR LESS.

8 IRRIGATION CONTROLLER

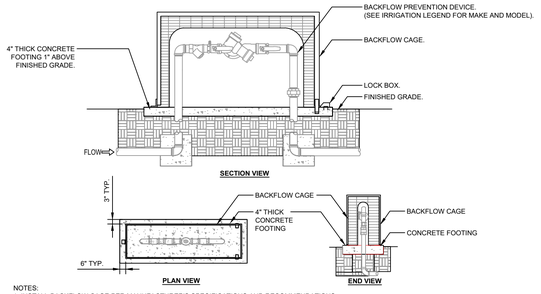
SCALE: NONE



NOTE:
1- ALL ASSEMBLY PARTS (THREADED NIPPLES, FITTINGS, ETC.) SHALL BE GALVANIZED OR BRASS PER LOCAL CODES AND REQUIREMENTS.
2- GALVANIZED NIPPLE SHALL EXTEND 12" PAST THE EDGE OF THE CONCRETE FOOTING.
3- SCH. 80 PVC MALE ADAPTER SHALL BE USED IN CONNECTION FROM GALVANIZED TO THE MAINLINE.
4- BACKFLOW PREVENTION DEVICE SHALL BE LOCATED AS CLOSE AS POSSIBLE TO THE LANDSCAPE METER
5- BACKFLOW PREVENTION DEVICE SHALL BE LOCATED IN PLANTING AREA UNLESS APPROVED BY OWNER'S REPRESENTATIVE.
6- SEE DETAIL FOR BACKFLOW CAGE INSTALLATION.
7- ALL BACKFLOW PREVENTION DEVICES SHALL HAVE FREEZE BLANKET INCLUDED UPON INSTALLATION.
8- ALL GALVANIZED CONNECTIONS SHALL TO BE MADE USING PIPE THREAD SEALANT. ALL SCH. 80 PVC TO GALVANIZED CONNECTIONS TO BE MADE USING TEFLON TAPE.

1 BACKFLOW PREVENTER

SCALE: NONE



NOTES:
1- INSTALL BACKFLOW CAGE PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.

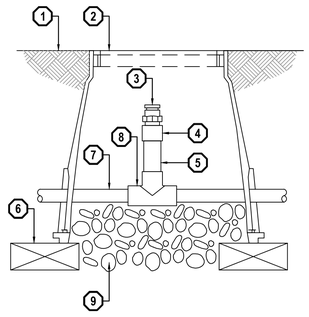
2- SEE BACKFLOW PREVENTION DEVICE DETAIL FOR REFERENCE.

2- LOCK BOX SHALL BE LOCATED ABOVE CONCRETE FOOTING.

3- CONTRACTOR SHALL PROVIDE A LOCK AS APPROVED BY THE OWNER'S REPRESENTATIVE.

2 BACKFLOW CAGE

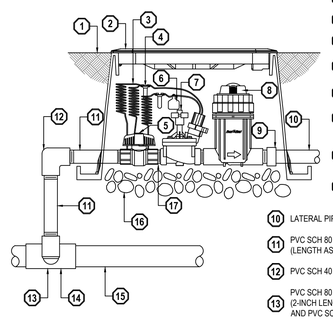
SCALE: NONE



1. FINISH GRADE
2. SUBTERRANEAN EMITTER BOX: RAIN BIRD SEB 7XB
3. 1/2" AIR RELIEF VALVE: RAIN BIRD ARV050 TO BE INSTALLED AT HIGH POINTS IN DRIP ZONE
4. PVC SCH 40 FEMALE ADAPTER
5. PVC SCH 80 RISER
6. BRICK (1 OF 2)
7. PVC HEADER PIPE
8. PVC SCH 40 TEE
9. 3" MINIMUM DEPTH OF 3/4" WASHED GRAVEL

3 AIR RELIEF VALVE DETAIL

SCALE: NONE



1. FINISH GRADE/TOP OF MULCH
2. VALVE BOX WITH COVER: RAIN BIRD VB-STD
3. 30-INCH LINEAR LENGTH OF WIRE, COILED
4. WATERPROOF CONNECTION: RAIN BIRD DB SERIES
5. 1-INCH BALL VALVE (INCLUDED IN XCZ-PRB-100-COM KIT)
6. ID TAG
7. REMOTE CONTROL VALVE: RAIN BIRD PESB (INCLUDED IN XCZ-PRB-100-COM KIT)
8. PRESSURE REGULATING QUICK CHECK BASKET FILTER: RAIN BIRD PRB-QKCHK-100 (INCLUDED IN XCZ-PRB-100-COM KIT)
9. PVC SCH 40 FEMALE ADAPTOR
10. LATERAL PIPE
11. PVC SCH 80 NIPPLE (LENGTH AS REQUIRED)
12. PVC SCH 40 ELL
13. PVC SCH 80 NIPPLE (2-INCH LENGTH, HIDDEN) AND PVC SCH 40 ELL
14. PVC SCH 40 TEE OR ELL
15. MAINLINE PIPE
16. 3-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL
17. PVC SCH 80 NIPPLE, CLOSE (INCLUDED IN XCZ-PRB-100-COM KIT)

4 DRIP CONTROL ZONE KIT

SCALE: NONE

ENSIGN
THE STANDARD IN ENGINEERING

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FOR:
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2832 COMMONWEALTH AVE
SALT LAKE CITY, UT 84109

CONTACT:
ANTHONY LIMANTZAKIS
PHONE: 801-558-2225

LIMANTZAKIS COMMERCIAL PROPERTY
PARKING LOT EXPANSION

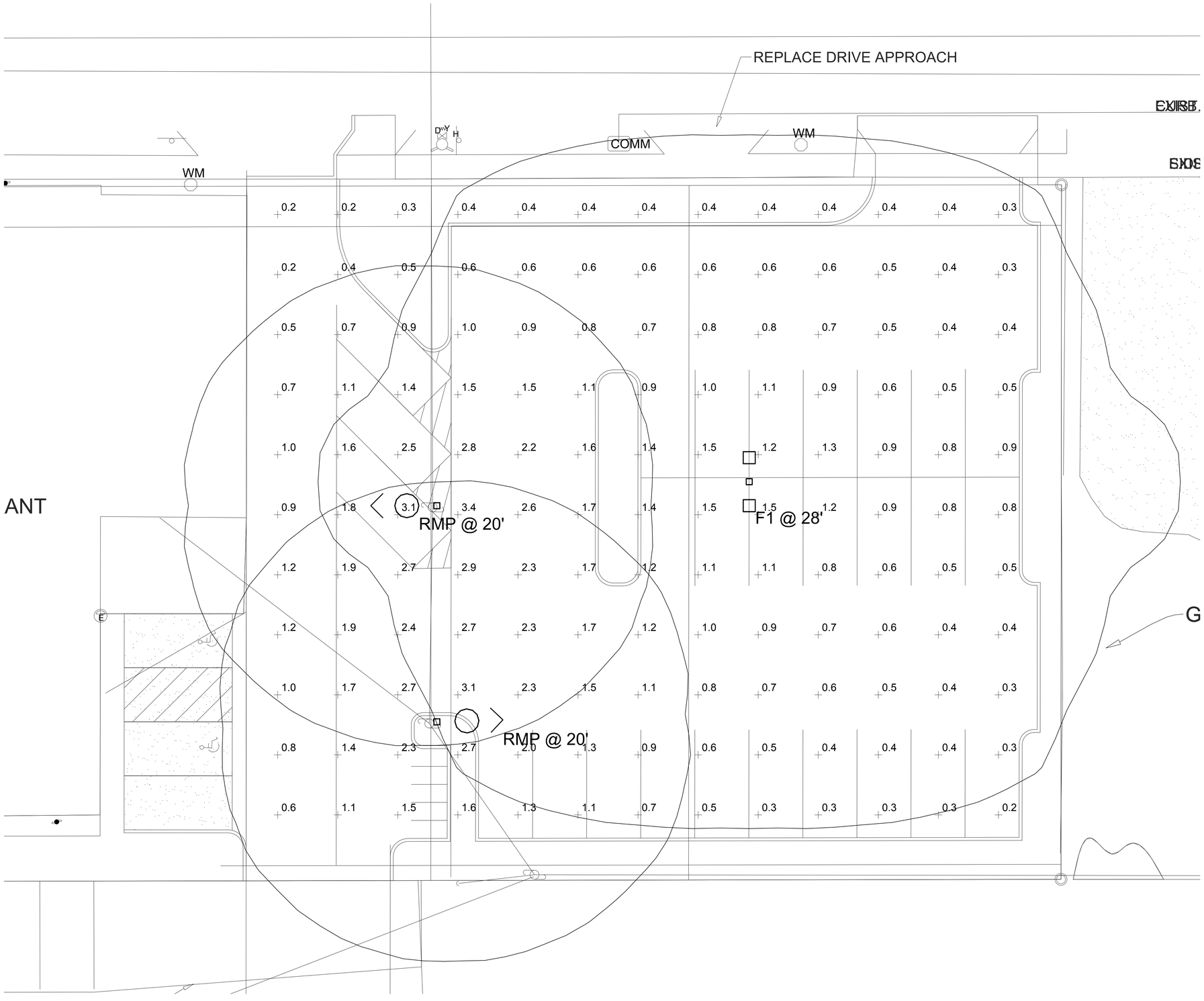
3205 SOUTH STATE STREET
SOUTH SALT LAKE CITY, UTAH

LANDSCAPE AND IRRIGATION DETAILS

PROJECT NUMBER 13664
PRINT DATE 2025-08-08
PROJECT MANAGER D. JENKINS
DESIGNED BY

L-300

H.P.E., INC. ELECTRICAL ENGINEERS
POWER SYSTEMS, CONTROL & INSTRUMENTATION SYSTEMS
HEGERHORST POWER ENGINEERING INCORPORATED (801) 642-2051
708 EAST 50 SOUTH FAX (801) 642-2154
AMERICAN FORK, UT 84003
©2025
HPE PROJECT: 25.048
FOR INFORMATION ABOUT THIS JOB, PLEASE CONTACT: BEN SORENSON



1 SITE PLAN
SCALE: 0 4' 8' 16' 24'
1/8"=1'-0"

GENERAL NOTES:

1. NOT USED.

SHEET KEYNOTES:

1. NOT USED.

ENSIGN
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LIMANTZAKIS COMMERCIAL PROPERTY
PARKING LOT EXPANSION

3205 SOUTH STATE STREET
SOUTH SALT LAKE CITY, UTAH

REGISTERED PROFESSIONAL ENGINEER
No. 86-7214-2202
KEITH B. HEGERHORST
08/04/2025
STATE OF UTAH

SITE PHOTOMETRIC

PROJECT NUMBER 13664
PRINT DATE 08/06/2025
PROJECT MANAGER D. JENKINS
DESIGNED BY BES

E-101

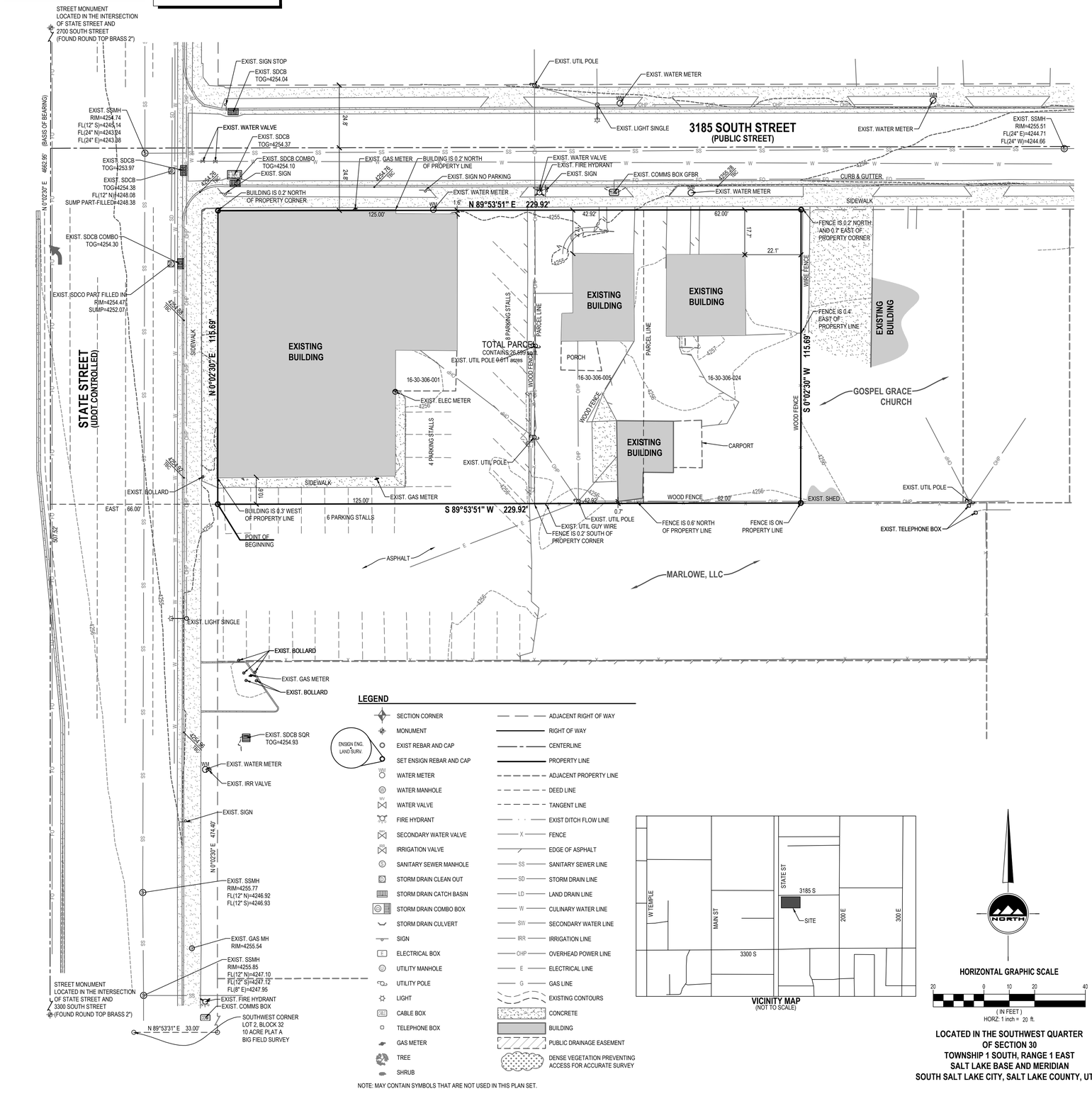
811 Know what's below. Call before you dig.

CALL BLUESTAKES @ 811 AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF ANY CONSTRUCTION.

BENCHMARK

STREET MONUMENT LOCATED AT THE INTERSECTION OF STATE STREET AND 3300 SOUTH STREET

ELEV = 4257.07



LEGEND

- SECTION CORNER
- MONUMENT
- EXIST REBAR AND CAP
- SET ENSIGN REBAR AND CAP (ENSIGN ENG. LAND SURV.)
- WATER METER
- WATER MANHOLE
- WATER VALVE
- FIRE HYDRANT
- SECONDARY WATER VALVE
- IRRIGATION VALVE
- SANITARY SEWER MANHOLE
- STORM DRAIN CLEAN OUT
- STORM DRAIN CATCH BASIN
- STORM DRAIN COMBO BOX
- STORM DRAIN CULVERT
- SIGN
- ELECTRICAL BOX
- UTILITY MANHOLE
- UTILITY POLE
- LIGHT
- CABLE BOX
- TELEPHONE BOX
- GAS METER
- TREE
- SHRUB
- ADJACENT RIGHT OF WAY
- RIGHT OF WAY
- CENTERLINE
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- DEED LINE
- TANGENT LINE
- EXIST DITCH FLOW LINE
- FENCE
- EDGE OF ASPHALT
- SANITARY SEWER LINE
- STORM DRAIN LINE
- LAND DRAIN LINE
- CULINARY WATER LINE
- SECONDARY WATER LINE
- IRRIGATION LINE
- OHP OVERHEAD POWER LINE
- E ELECTRICAL LINE
- G GAS LINE
- EXISTING CONTOURS
- CONCRETE
- BUILDING
- PUBLIC DRAINAGE EASEMENT
- DENSE VEGETATION PREVENTING ACCESS FOR ACCURATE SURVEY

NOTE: MAY CONTAIN SYMBOLS THAT ARE NOT USED IN THIS PLAN SET.

VICINITY MAP
(NOT TO SCALE)

HORIZONTAL GRAPHIC SCALE

20 0 10 20 40

(IN FEET)
HORZ: 1 inch = 20 ft.

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 30 TOWNSHIP 1 SOUTH, RANGE 1 EAST SALT LAKE BASE AND MERIDIAN SOUTH SALT LAKE CITY, SALT LAKE COUNTY, UTAH

SURVEYOR'S NARRATIVE

I, Patrick M. Harris, do hereby state that I am a Professional Land Surveyor and that I hold certificate no. 286882 as prescribed by the laws of the State of Utah and represent that I have made a survey of the following described property. The Purpose of this survey is to provide a boundary and topography survey to our client. The Basis of Bearing is N0°02'30"E 4662.95' between the street monument located at the intersection of State Street and 3300 South Street, and the street monument located at the intersection of State Street and 2700 South Street.

COMMITMENT DESCRIPTIONS

Commitment No.: 24-96550
Commencing 33 feet East and 474.39 feet North from the Southwest corner of Lot 2, Block 32, Ten Acre Plat "A", Big Field Survey, and running thence North 115.689 feet; thence East 125 feet; thence South 115.689 feet; thence West 125 feet to the place of beginning.

Commitment No.: 24-96526
Beginning at a point 158 feet East and 474.39 feet North of the Southwest corner of Lot 2, Block 32, Ten Acre Plat "A" Big Field Survey, and running thence North 115.689 feet; thence East 42.92 feet; thence South 115.689 feet; thence West 42.92 feet to the place of beginning.

Commitment No.: 24-96525
Commencing 200.92 feet East and 474.39 feet North from the Southwest Corner of Lot 2, Block 32, 10-Acre Plat "A", Big Field Survey; and running thence North 115.689 feet; thence East 42 feet; thence South 115.689 feet; thence West 42 feet to the point of beginning.

Also
Commencing 474.39 feet North and 242.92 feet East from the Southwest Corner of Lot 2, Block 32, 10-Acre Plat "A", Big Field Survey; and running thence East 20 feet; thence North 115.689 feet; thence West 20 feet; thence South 115.689 feet to the point of beginning.

AS-SURVEYED DESCRIPTION

Beginning at a point on the East line of State Street said point being North 0°02'30" East 507.52 feet along the Center line of State Street and East 66.00 feet from the Street Monument located at the intersection of State Street and 3300 South Street; said point of beginning also being North 89°53'31" East 33.00 feet and North 0°02'30" East 474.40 feet from the Southwest corner of Lot 2, Block 32, 10 Acre Plat A, Big Field Survey, and running;

thence North 0°02'30" East 115.69 feet along the East line of State Street to the South line of 3185 South Street;
thence North 89°53'51" East 229.92 feet along said South line of 3185 South Street;
thence South 0°02'30" West 115.69 feet;
thence South 89°53'51" West 229.92 feet to the East line of State street and the point of beginning.

Contains 26,599 square feet. 0.611 acres.

To: (i)Limantzakis Properties, LLC; and (ii)Stewart Title Guaranty Company, (iii)Title One, Inc.

This is to certify that this map or plat and the survey on which it is based were made in accordance with 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 5, 8, 9, 11, 13, 14, 16, 17, and 18 of Table A hereof.

The field work was completed on November 20, 2024.

Date of Plat or Map: December 17, 2024.

12/17/24
Date

Patrick M. Harris
License No. 286882

Note: For conditions of record not shown hereon as well as specific references to items in the title report, please refer to a title report supplied by Title One, Inc. of Sandy, Utah under Commitment Numbers: 24-96550, 24-96526, and 24-96525, dated effective October 25, 2024.

Schedule B-2 Exceptions - Commitment 24-96550

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

3. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.

5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

7. Any lien or right to a lien for services, labor, or material or equipment, heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
(Item Numbers 1-8 will be deleted on an Extended Lender's Policy)

9. Taxes for the year 2025 and subsequent years are a lien not yet due. Taxes for the year 2024 have been paid in the amount of $2,193.51. Parcel No. 16-30-306-005. (Not survey related)

10. Subject property is included within the boundaries of City of South Salt Lake and is subject to the charges and assessments thereof. For status of the account call 483-6074.
Subject property is included within the boundaries of Salt Lake City Suburban Sanitary District and is subject to the charges and assessments thereof. For status of the account call 262-2904. (Not survey related)

11. Riparian or water rights, claims, or title to water whether or not shown by the public records.
(Not survey related)

12. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
(Not survey related)

13. A Deed of Trust in the original principal amount of $450,000.00, dated October 5, 2006, by and between Limantzakis Properties LLC, as Trustor, and Zions First National Bank, as Trustee, and Zions First National Bank, as Beneficiary, being recorded November 16, 2006, as Entry No. 9911298, in Book 9381, at Page 5980 of the Official Records of said County. (Not survey related)

Schedule B-2 Exceptions - Commitment 24-96526

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

3. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.

5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

7. Any lien or right to a lien for services, labor, or material or equipment, heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
(Item Numbers 1-8 will be deleted on an Extended Lender's Policy)

9. Taxes for the year 2025 and subsequent years are a lien not yet due. Taxes for the year 2024 are a lien due in the amount of $2,086.36. Parcel No. 16-30-306-024. (Not survey related)

10. Subject property is included within the boundaries of City of South Salt Lake and is subject to the charges and assessments thereof. For status of the account call 483-6074.
Subject property is included within the boundaries of Salt Lake City Suburban Sanitary District and is subject to the charges and assessments thereof. For status of the account call 262-2904. (Not survey related)

11. Riparian or water rights, claims, or title to water whether or not shown by the public records.
(Not survey related)

12. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
(Not survey related)

13. Any claim arising out of an encroachment by Garage over the West Part of the Land.
(Blanket in nature)

Schedule B-2 Exceptions - Commitment 24-96525

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

3. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.

5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

7. Any lien or right to a lien for services, labor, or material or equipment, heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
(Item Numbers 1-8 will be deleted on an Extended Lender's Policy)

9. Taxes for the year 2025 and subsequent years are a lien not yet due. Taxes for the year 2024 have been paid in the amount of $1,151.82. Parcel No. 16-30-306-001. (Not survey related)

10. Subject property is included within the boundaries of City of South Salt Lake and is subject to the charges and assessments thereof. For status of the account call 483-6074.
Subject property is included within the boundaries of Salt Lake City Suburban Sanitary District and is subject to the charges and assessments thereof. For status of the account call 262-2904. (Not survey related)

11. Riparian or water rights, claims, or title to water whether or not shown by the public records.
(Not survey related)

12. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
(Not survey related)

13. A Deed of Trust in the original principal amount of $97,500.00, dated July 16, 2012, by and between Mike G. Limantzakis and Vera Limantzakis, as Trustor and Gateway Title Insurance Agency LLC, as Trustee, Mortgage Electronic Registration Systems, Inc., (MERS) as Beneficiary, and FPF Wholesale, a division of Stearns Lending, Inc., as Lender, being recorded July 17, 2012 as Entry No. 11431528, in Book 10036, at Page 4844 of the Official Records of said County. (Not survey related)

TABLE A

1) All monuments used and set are shown on survey.
2) Addresses are 3205 South State Street, South Salt Lake City, UT 84115.
132 East 3185 South, South Salt Lake City, UT 84115.
136 East 3185 South, South Salt Lake City, UT 84115
3) Flood zone classification: "Zone X" 0.2% ANNUAL CHANCE FLOOD HAZARD, as per FEMA Flood Map, No. 49035C0284G, effective 09/25/2009.
4) Total Parcel contains 26,599 sq.ft. or 0.611 acres.
5) Vertical Relief is shown on survey.
8) Substantial features are shown on survey.
9) Standard Parking Spaces: 18
Handicap Parking Spaces: 0
11) Existing utilities are shown on survey.
13) Adjoining owners are shown on survey.
14) Shown on survey.
16) There is no evidence of recent earthwork on site.
17) No proposed changes to right of way or sidewalk construction observed.
18) All plottable easements are shown on survey.

ENSIGN
THE STANDARD IN ENGINEERING

SANDY
45 W 10000 S, Suite 500
Sandy, UT 84070
Phone: 801.255.0529

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
ANTHONY LIMANTZAKIS
2832 COMMONWEALTH AVE
SALT LAKE CITY, UT 84109

CONTACT:
ANTHONY LIMANTZAKIS
PHONE: 801-558-2225

LIMANTZAKIS COMMERCIAL PROPERTY
ALTA-NSPS LAND TITLE AND TOPOGRAPHY SURVEY

3205 SOUTH STATE STREET
SOUTH SALT LAKE CITY, UTAH

PROFESSIONAL LAND SURVEYOR
12/17/24
No. 286882
PATRICK M. HARRIS
STATE OF UTAH

ALTA-NSPS LAND TITLE AND TOPOGRAPHY SURVEY

PROJECT NUMBER	PRINT DATE
13664	2024-12-18
PROJECT MANAGER	DESIGNED BY
PH	MB

1 OF 1

PLANNING COMMISSION STAFF REPORT

MEETING DATE:	*November 5, 2026*
PROJECT NUMBER:	*OA26-0007*
REQUEST:	*A petition to the Planning Commission to forward a positive recommendation to the City Council for a text amendment to amend Sections 17.08.070, 17.08.100, and 17.08.240 of the South Salt Lake Municipal Code to align local sign regulations with Utah State Law and establish designated drop-off, retrieval, and appeal procedures for political signs.*
APPLICANT:	*South Salt Lake*
TYPE OF APPLICATION:	*Legislative – Code Amendment*
AUTHOR:	*Eliza Ungricht, Deputy Community Development Director*

STAFF RECOMMENDATION: *Staff recommends the Planning Commission review the proposed ordinance amendment and forward a recommendation of approval to the City Council for the ordinance amending § 17.08.070, 17.08.100, and 17.08.240 of the South Salt Lake Municipal Code ("Title 17") to align local sign regulations with Utah State Law and establish designated drop-off, retrieval, and appeal procedures for political signs.*

REASON FOR REVIEW: *The Planning Commission is the recommending body for amendments to land use ordinances, and the City Council is the land use authority for amendments to land use ordinances.*

BACKGROUND

On October 28, 2026, the City Council reviewed this proposed code amendment which was presented by the City Attorney. The purpose of the code amendment is to bring the City code into compliance with Utah State Code. For a full analysis of the proposed ordinance, see Exhibit A, October 28, 2026, City Council Staff Report.

PLANNING COMMISSION AUTHORITY

Utah Code Ann. § 10-20-502. Preparation and adoption of land use regulation states:

1. *A planning commission shall:*
    a. *provide notice as required by Subsection 10-20-205(1)(a) and, if applicable, Subsection 10-20-205(4);*
    b. *hold a public hearing on a proposed land use regulation;*
    c. *if applicable, consider each written objection filed in accordance with Subsection 10-9a-205(4) prior to the public hearing; and*
    d. *i. review and recommend to the legislative body a proposed land use regulation that represents the planning commission's recommendation for regulating the use and development of land within all or any part of the area of the municipality; and*
    ii. forward to the legislative body all objections filed in accordance with Subsection 10-9a-205(4).

ANALYSIS

I. PROPOSED UPDATES TO TITLE 17

The following table provides a summary of the proposed amendments:

CODE SECTIONS	HIGHLIGHT OF CHANGES
Amending § 17.08.070	• *Fix typos*

Exempt Sign and Sign-Related Activities	• *Clarifying language that says political signs shall not be located on property or placed in a manner which creates a traffic, pedestrian, or line-of-sight hazard* • *New language* ○ *The City shall not prohibit a property owner or lawful occupant of property adjacent to a Park Strip (or a person who has obtained consent form such owner or occupant) from posting a political sign on the Park Strip.* ○ *Political signs shall not be attached or affixed to utility pole, light pole, electric utility box, traffic control devices, Street Sign, or any railroad sign or signal,* ○ *Political says posted or displayed on a roadway or adjacent right-of-way shall be removed no later than fourteen (14) calendar days following the election to which the sign relates.*
Amending § 17.08.100 *Signs on or Over Public Property*	• *Citations to other sections for continuity* • *New language* ○ *Nothing in this section shall be construed to prohibit the City from regulated or removing any political sign posted on public property or a Park Strip to prevent a traffic, pedestrian, or line-of-sight hazard, pursuant to Utah Code § 20A-17-103(3) as amended, or any successor provision.*
Amending § 17.08.240 *Enforcement*	• *Citations to other sections for continuity* • *New language* ○ *The removal, storage, notification, disposal, and reimbursement procedures for political signs removed under City authority or state law shall be governed by Utah Code Title 20A, Chapter 17, as amended, or any successor provision, and the following requirements:* ○ *Designated Location. Removed political signs shall be deposited for storage at the South Salt Lake Public Works Facility.* ○ *Notice of Disposal. City staff shall make reasonable efforts to notify the sign owner by telephone prior to disposal, allowing five (5) business days after notice for the owner to retrieve the sign.* ○ *Reimbursement fees. Storage or disposal reimbursement fees may only be charged if the City has, on three (3) or more previous occasions during the same election cycle, received a political sign belonging to the same owner where the owner failed to retrieve the sign after notice or could not be contacted. In those cases, the reimbursement fee is $20 per incident, regardless of the number of signs deposited during that incident.* ○ *Appeals. Any sign owner seeking to challenge the validity of a reimbursement fee shall file a written notice of appeal within ten (10) calendar days of the date the reimbursement notice is received. The sign owner shall be provided an opportunity to establish, by a preponderance of the evidence, that reimbursement is not required before the Administrative Law Judge in accordance with Chapter 2.22 of this code and Utah Code § 20A-17-104(6)(b), as amended, or any successor provision.*

STAFF RECOMMENDATION

Staff recommends the Planning Commission review the proposed ordinance amendment and forward a recommendation of approval to the City Council for the ordinance amending § 17.08.070, 17.08.100, and 17.08.240 of the South Salt Lake Municipal Code ("Title 17") to align local sign regulations with Utah State Law and establish designated drop-off, retrieval, and appeal procedures for political signs.

FINDINGS OF FACT:

1. *In the 2026 General Session, the Utah State Legislature enacted House Bill 33 (Political Signs Amendments), amending Title 20A of the Utah Code regarding the placement, removal, safeguarding and disposal of political signs.*
2. *South Salt Lake City Municipal Code, under Title 17, regulates the placement of political signs.*
3. *On October 28, 2026, the City Council reviewed the proposed ordinance amendment to align local sign regulations with Utah State Law and establish designated drop-off, retrieval, and appeal procedures for political signs.*

CONCLUSIONS OF LAW:

1. *The ordinance amendment is consistent with Title 17.*
2. *The ordinance amendment is consistent with applicable state law.*
3. *The ordinance amendment furthers the purposes of Utah Code § 10-20-201.*

PLANNING COMMISSION OPTIONS

Option 1: Approval

Move to forward a recommendation of approval to the City Council for the ordinance amending § 17.08.070, 17.08.100, and 17.08.240 of the South Salt Lake Municipal Code ("Title 17") to align local sign regulations with Utah State Law and establish designated drop-off, retrieval, and appeal procedures for political signs based on the Findings of Fact and Conclusions of Law in the Staff Report and enumerated on the record.

Option 2: Denial

Move to forward a recommendation of denial to the City Council for the ordinance amending § 17.08.070, 17.08.100, and 17.08.240 of the South Salt Lake Municipal Code ("Title 17") to align local sign regulations with Utah State Law and establish designated drop-off, retrieval, and appeal procedures for political signs based on the reasoning set forth on the record.

Option 3: Continuance

Move to table the recommendation to a date certain to allow the Applicant and Staff time to respond to specific inquiries or concerns raised by the Planning Commission, or to allow the Planning Commission more time to consider the proposal.

EXHIBITS

A. October 28, 2026, City Council Staff Report
B. Draft Ordinance Amendment

Josh Collins
City Attorney
City of South Salt Lake

220 E. Morris Ave., Suite 200
South Salt Lake City, Utah 84115
Phone: (801) 483-6068
cityattorney@sslc.gov

STAFF REPORT – AMENDMENTS TO CHAPTER 17.08 POLITICAL SIGN AMENDMENTS

October 28, 2026, Council Meeting

City Council Members,

During the 2026 General Legislative Session, the Utah State Legislature passed HB 33, which was titled Political Signs Amendments. HB 33 (the "Bill" or the "Act") was aimed at updating the regulations on political signs in ways such as the size of the sign, where the sign can or cannot be posted, expanding existing criminal penalties for certain violations, among other things. The focus of this ordinance is to update the City sign code to ensure it remains consistent with state law. Relevant to the ordinance presented for your consideration (and attached to this staff report) the Bill requires updates to City Code in two significant ways:

1) Allows political signs to be placed in Park Strips when certain conditions are met; and
2) Requires the City to designate a specified location for an individual to retrieve any political signs that were confiscated due to violations of state or city code.

Other relevant changes to the Sign Code are discussed below but mostly fit within those two categories of changes. Additionally, there are some items of technical clean up to ensure spelling, grammatical, and numbering consistency in the code.

Political Signs in Park Strips.

South Salt Lake City Municipal Code 17.08.070

Section 17.08.070 of the South Salt Lake Municipal Code governs signs generally and where those signs can be placed, how signs can be displayed, and the timeframe in which signs must be removed. Subsection 11 discusses Political and Campaign Signs. Language in this section was updated to reflect updates to state law enacted in the Bill.

The current version of 17.08.070 prohibits political signs from being placed "on utility poles, Street Signs, or in public Rights-of-Way." Section 17.01.010 of City Code defines a Right-of-Way as "a strip of land . . . that is intended to be occupied by a Street, trail, sidewalk, Park Strip, crosswalk, railroad, electric transmission lines, oil or gas pipeline, water line, sanitary storm sewer, or other similar uses." Additionally, it defines Park Strip as "the Landscaped Area within a public Right-of-Way located between the back of the Street curb and the sidewalk, or, in the absence of a sidewalk, located between the back of the Street curb and the Property Line." HB 33 adds a definition of Park Strip to state code, stating that it "means the area of land located between a roadway and an adjacent sidewalk." While the two definitions of Park Strip use different language the definitions are not inconsistent and appear to intend the same area of a Right-of-Way. City Code, as currently drafted, prohibits anyone from placing a political sign in a park strip. As outlined below that restriction is now in conflict with State Code.

The Bill added language to Chapter 20A-17 of State Code enjoining a City from prohibiting a person from posting a political sign on a park strip when certain conditions are met. Under the Bill, a person may now lawfully post a political sign in a Park Strip if the person:

1) Is the owner or lawful occupant of property that is adjacent to the park strip and is required by law or agreement to maintain the Park Strip; or
2) Obtains consent to post the political sign from person described above.

Adoption of the proposed Ordinance will bring City Code into compliance with these narrow exceptions added by the Bill and allow some political signs in Park Strips.

South Salt Lake City Municipal Code 17.08.100

Section 17.08.100 of the South Salt Lake Municipal Code explicitly prohibits political signs from being placed on public property or a Right-of-Way. Similar to the previous code section discussed above the language in this section must be updated to reflect updates to state law enacted in the Bill. An exception allowed by State Code and reflected in the proposed Ordinance allows the City to remove political signs even from Rights-of-Way when those political signs constitute a "traffic, pedestrian, or line-of-sight hazard." Apart from that language the reasons for amending 17.08.100 are the same as outlined for Section 17.08.070.

Designated Location for Removed Political Signs.

South Salt Lake City Municipal Code 17.08.240

HB 33 requires the City to "designate one or more locations within the county or municipality where an individual who removes a political sign . . . may deposit the political sign for safekeeping or disposal." Additionally, it requires the City to "safeguard" that sign and make attempts to notify the owner that the sign was removed and relocated to a specific location. Per the Bill, the City can dispose of the political sign if the owner doesn't respond or the City, following the steps outlined in the Bill, is unable to contact the owner. The City can also enact fees to recover the costs incurred in enforcing the Bill.

The proposed changes to Section 17.08.240 of the South Salt Lake Municipal Code adds language designating Public Works as the location where removed political signs will be stored and safeguarded. Consistent with the Bill, the amendments to Section 17.08.240 detail the fees that will be charged and outlines the process for an appeal of that action.

Lastly, consistent with the previous two Sections being amended, language is proposed to be added to 17.08.240 to clarify that the City cannot remove political signs posted in Park Strips if those signs are posted consistent with the law.

Process for Approval.

South Salt Lake Municipal Code 17.11.010 states that the Planning Commission makes recommendations to the City Council for amendments to land use ordinances. In the Municipal Land Use, Development, and Management Act codified at Utah Code 10-20-101 et seq.,

(LUDMA) the term land use ordinance is not defined, rather that term is included in the definition of a land use regulation. LUDMA defines "Land use regulation," as a "legislative decision enacted by ordinance, law, code, map, resolution, engineering or development standard, specification for public improvement, fee, or rule that governs the use or development of land." Because the proposed changes constitute a land use regulation/land use ordinance, the City's Planning Commission must hold a Public Hearing on the amendments. Once that Public Hearing is held the Planning Commission must make a recommendation to the City Council who will ultimately have the discretion to approve the ordinance or not. As a result, the proposed changes to the Sections of Title 17 outlined in this staff report must be considered at a Public Hearing conducted by the Planning Commission. Subsequent to that Public Hearing, the proposed Ordinance will be forwarded to the Council with a recommendation to either approve or deny the changes. The Council can then consider and vote on the proposed Ordinance.

Conclusion.

City Staff is proposing the changes to Title 17 in order to comply with HB 33 passed by the Utah State Legislature during its 2026 general session. All changes to City Code, as outlined above, bring City Code into compliance with HB 33 and will allow the City and political candidates greater clarity on the rules relating to the posting of political signs in the City of South Salt Lake. As a result, Staff recommends the Council approve these proposed changes, once the Ordinance has been presented to the public at a Public Hearing held by the Planning Commission and returned to the Council for its consideration. Staff is happy to discuss these proposed changes in as much detail as required or desired by the Council. Below, you will find the proposed ordinance with a redline of amendments to the code. Following the redline versions, clean copies of the proposed code changes are attached to show what the code will look like if passed by the Council.

Sincerely,

JCollins

Joshua T. Collins
City Attorney
City of South Salt Lake

Draft of Ordinance and Redline of Code Changes

ORDINANCE NO. 2026-____

AN ORDINANCE AMENDING SECTIONS 17.08.070, 17.08.100, AND 17.08.240 OF THE SOUTH SALT LAKE MUNICIPAL CODE TO ALIGN LOCAL SIGN REGULATIONS WITH UTAH STATE LAW AND ESTABLISH DESIGNATED DROP-OFF, RETRIEVAL, AND APPEAL PROCEDURES FOR POLITICAL SIGNS.

WHEREAS, the South Salt Lake City Council (the "Council") is authorized to enact, repeal and adopt ordinances governing the City of South Salt Lake (the "City"); and

WHEREAS, during the 2026 General Session, the Utah State Legislature enacted House Bill 33 (Political Signs Amendments), amending Title 20A of the Utah Code regarding the placement, removal, safeguarding, and disposal of political signs; and

WHEREAS, Utah Code § 20A-17-103(2) prohibits municipalities from restricting property owners or lawful occupants of property adjacent to park strips from posting political signs on such park strips; and

WHEREAS, Utah Code § 20A-17-104 requires municipalities to designate an official physical location where removed political signs may be deposited for safekeeping or disposal, mandates a 5-business-day telephonic notice prior to sign disposal, caps retrieval/disposal reimbursement fees at $20 per deposit incident for repeat occurrences, and provides sign owners an opportunity to appeal such fees; and

WHEREAS, the City has considered the impact this ordinance may have on the health, safety, and welfare of the City and the impact this ordinance may have on family health, stability, and formation; and

WHEREAS, the Council reviewed the proposed changes and determined that these changes to Chapter 17.08 to ensure full compliance with state statute, resolve code contradictions regarding rights-of-way and park strips;

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of South Salt Lake as follows:

SECTION I: <u>Amendment.</u> The South Salt Lake Municipal Code Chapter 17.08 is hereby amended as set forth in the attached documents incorporated herein by reference:

1. SSLC § 17.08.070 (Exempt Signs and Sign-Related Activities) is amended as set forth in Exhibit A hereto attached and incorporated by this reference.
2. SSLC § 17.08.100 (Signs on or Over Public Property) is amended as set forth in Exhibit B hereto attached and incorporated by this reference.
3. SSLC § 17.08.240 (Enforcement) is amended as set forth in Exhibit C hereto attached and incorporated by this reference.

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SECTION II: Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION III: Effective Date. This ordinance shall become effective upon Mayor's signature and publication, or after fifteen days of transmission to the office of the Mayor if neither approved nor disapproved by the Mayor, and thereafter, publication.

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Dated this_____day of _____, 2026.

BY THE CITY COUNCIL:

_____

Sharla Bynum, Council Chair

ATTEST:

_____

Ariel Andrus, City Recorder

City Council Vote as Recorded:

Glad	_____
Thomas	_____
Bynum	_____
Mitchell	_____
Jones	_____
Williams	_____
deWolfe	_____

Transmitted to the Mayor's office on this_____day of _____2026.

_____

Ariel Andrus, City Recorder

MAYOR'S ACTION:_____

Dated this_____day of_____, 2026.

_____

Cherie Wood, Mayor

ATTEST:

_____

Ariel Andrus, City Recorder

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EXHIBIT A:

17.08.070 Exempt Signs and Sign-Related Activities.

A. For Signs or activities listed in this Section, permits are not required, nor is the area of such Signs to be included in any computation of the total allowed Sign Area permitted for a particular Parcel or use. All such Signs must still meet the maintenance, removal and safety standards of this Title as well as the size, location, height and other standards of this Title to the extent possible as determined by the Community Development Department.

B. Exempt Signs shall not be located on property in a manner that constitutes a safety or visibility problem.

C. The Signs listed in this Section may be limited or restricted by the Community Development Department as deemed appropriate to meet the intent of this Chapter and the City's General or Master Plans. The Community Development Department may limit the placement, location, size, height, number, lighting and other factors of Signs usage.

D. Any exempt Sign which becomes a nuisance, as determined by the Community Development Department, may be required by the Community Development Department to be removed, relocated, modified in size or height or other requirements designed to eliminate the nuisance.

E. The following Signs and Sign-related activities shall be exempt from the provisions of this Chapter to the extent indicated herein:

1. Directional or Instructional Signs. Signs which provide direction or instruction and are located entirely on the property to which they pertain and exceed neither four square feet in area nor four feet in height. These Signs include, without limitation, Signs which identify rest rooms, public telephones or walkways or may provide direction such as Parking Lot entrance and exit Signs and those of a similar nature.

2. Memorial Signs or Tablets. Memorial Signs or tablets, names of Buildings and dates of Building erection when embedded or cut into the surface or ~~Faade~~Façade of a Building.

3. Public Notices. Official notices posted by public officers or employees in the performance of their duties.

4. Governmental Signs. Governmental Signs for control of traffic and other regulatory purposes, Street Signs, danger Signs, railroad crossing Signs, and Signs of public service companies indicating danger and aids to service or safety.

5. Real Estate Signs. Real estate Signs that are temporary in nature and have no visible connection to a Sign, light pole, tree or other items and are not placed on roofs. Such Signs shall not be allowed on road pavement, sidewalk, gutter areas or Park Strips.

6. Flags. The flags, emblems or insignias of any nation or political subdivision subject to the restrictions as found herein, those of this Chapter and as allowed by special exception. Flags shall be restricted in size, except when allowed as a special exception, to a maximum of seventy-two (72) square feet in size.

7. Symbols or Insignias. Religious symbols, commemorative plaques of recognized historical agencies or identification emblems of religious orders or historical agencies, provided that no such symbol, plaque or identification emblem may exceed foursquare feet in area, and provided further that all such symbols, plaques and identification emblems shall be placed flat against a Building or on low profile Signs.

8. Interior Signs. Signs located within the interior of any Building or stadium, or within an enclosed lobby or court of any Building, and Signs for and located within the inner or outer lobby, court or entrance of any theater.

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9. Temporary Event Signs. Temporary Signs not exceeding sixty-four (64) square feet in area pertaining to drives or events of civic, philanthropic, educational or religious organizations, provided that said Signs are posted only during said drive and are removed within fifteen (15) days after said event.

10. House Numbers and Name Plates. A Building or house numbers Sign shall be limited to one per Street address. A Building numbers Sign shall not be greater in size than two percent of the Building ~~Faade~~ Façade on which located.

11. Political and Campaign Signs. Political or campaign Signs on behalf of candidates for public office or measures on election ballots are allowed, provided that: ~~the~~

    a. Political Signs shall~~are~~ not be erected in such a manner as to constitute a Roof Sign, and shall not be ~~are not~~ located on property or placed in a manner~~way~~ that creates~~constitutes~~ a ~~safety or visibility problem and are not erected on utility poles, Street Signs or in public Rights-of-Way.~~traffic, pedestrian, or line-of-sight safety hazard;

    b. Park Strip Placement. The City shall not prohibit a property owner or lawful occupant of property adjacent to a Park Strip (or a person who has obtained consent from such owner or occupant) from posting a political sign on the park strip;

    c. Prohibited Attachments. Political signs shall not be attached or affixed to a utility pole, light pole, electric utility box, traffic control device, Street Sign, or any railroad sign or signal; and

    d. Removal Timeframe. Political signs posted or displayed on a roadway or adjacent right-of-way shall be removed no later than fourteen (14) calendar days following the election to which the sign relates.

12. Holiday Decorations. Signs of a decorative nature, clearly incidental and customary and commonly associated with any national, local or religious holidays are permitted. Such Signs may be of any type, number, area or illumination and shall be placed so as to avoid confusion with authorized traffic lights and signals and shall conform to traffic safety standards.

13. Building Plaque Sign. A Building plaque Sign shall be limited to one per address and shall not exceed four square feet in area.

14. Building Security Sign. A Building security Sign whose Sign face is limited to no more than one square foot in area. Building security Signs shall be limited to no more than four Signs per Lot.

15. Gas pump Signs, provided the Sign is an integral part of the pump.

16. Public Event Signs and Banners. A public event Sign or banner authorized by the City for a specific event.

17. Routine Maintenance of Sign. Routine Sign maintenance or changing of lettering or parts of Signs designed to be regularly changed.

18. Warning Signs. Private warning Signs shall be no more than six square feet in area and shall be limited to one such Sign per Parcel unless a special exception is obtained from the Community Development Department.

19. Incidental Signs.

20. Signs specifically authorized by a Development Agreement executed as a condition precedent to a rezone.

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EXHIBIT B:

17.08.100 Signs on or Over Public Property.

A. Insurance Required. Except for political signs permitted under Section 17.08.070(E)(11), n~~N~~o Sign on or over public property shall be erected, re-erected, located or relocated or enlarged or modified structurally or changed in ownership without first receiving the approval of the Community Development Department and submitting a certificate of insurance as specified by the Community Development Department.

1. The City must be named as an insured party.
2. A thirty-day written notice to the City of South Salt Lake of cancellation or expiration must be included in the insurance certificate.
3. The name of the Owner of the projecting Sign must be clearly identified on the permit as an official corporation, partnership or sole proprietorship with appropriate names of individuals involved.

B. Permission Required. No Sign shall be located on or over publicly owned land or inside Street Rights-of-Way, except:

1. Signs erected by permission of an authorized public agency and meeting the requirements of this Chapter; or
2. Political Signs on Park Strips. Political signs posted on a park strip in accordance with Section 17.08.070(E)(11) and Utah Code § 20A-17-103(2) as amended or any successor provision.

C. Safety Hazards. Nothing in this section shall be construed to prohibit the City from regulating or removing any political sign posted on public property or a Park Strip to prevent a traffic, pedestrian, or line-of-sight hazard, pursuant to Utah Code § 20A-17-103(3) as amended, or any successor provision.

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EXHIBIT C:

17.08.240 Enforcement.

A. The Community Development Department shall be vested with the duty of enforcing these Sign regulations. In the performance of that duty, the Community Development Department shall be authorized and directed to perform the following:

1. To issue permits to construct, alter or repair Signs which conform to the provisions of this Chapter.

2. To ascertain that all Signs, construction, and all reconstructions or modifications of existing Signs are built or constructed or modified in conformance with the provisions of these Sign regulations and all other regulations incorporated herein by reference.

3. To make inspections. The Community Development Department may make inspections at any stage of the construction process as deemed appropriate by the Community Development Department, including prior to footings being poured on a Detached Sign and upon the completion of construction, erection, re-erection or remodeling of any Sign for which a permit has been issued. The permit holder shall be responsible to schedule inspections with the Community Development Department. The Community Development Department may conduct an inspection of Signs at any time. If the Community Development Department finds any Sign which is in need of repair or violates any provision of this Chapter, the Community Development Department may take the necessary legal action, as specified in this Title, to bring the Sign into compliance.

4. To issue citations and/or file complaints against violators of these Sign regulations.

5. To perform abatement activities in accordance with the provisions of this Chapter.

6. To remove Signs on public property or within Rights-of-Way.

B. The Community Development Department may take any appropriate action or institute any proceeding in any case where any Sign is erected, constructed, reconstructed, altered, repaired, converted or maintained, or in any case where any Sign is used in violation of these Sign regulations or any other City ordinance.

C. Notice of Violation. Except for Signs on public property or within Rights-of-Way and snipe Signs, notice of violation shall be given by written notice of violation sent by registered mail or delivered in person to the Owner of the property where the Sign is located or to the person having charge or control or receiving the benefit of any Sign found by the Community Development Department to be unsafe or dangerous or in violation of these Sign regulations or of any other City ordinance.

D. Non-Maintained or Abandoned Signs. The Community Development Department may require each Non-Maintained or Abandoned Sign to be removed from the Building or premises when such Sign has not been repaired or put into use within thirty (30) calendar days after notice of non-maintenance or Abandonment is given. If such Signs are not removed within thirty (30) working days after the Community Development Department gives notice, the Community Development Department may abate and remove the Sign, and the Owner or person having charge, control or benefit of any such Sign shall pay to the City the costs incurred the same as established for an unsafe Sign.

E. Unsafe or Dangerous Signs. A property Owner or occupant may not maintain or allow any Sign which is dangerous or defective on any premises he/she owns, occupies or controls.

If an unsafe or dangerous Sign is not repaired or made safe within five working days after the Community Development Department gives notice pursuant to this Chapter, the Community Development Department may abate and remove the Sign, and the person having charge, control or benefit of any such Sign shall pay to the City the costs incurred in such removal, including an administrative fee, as established in the Consolidated Fee Schedule of the City, and any legal expenses within thirty (30) calendar days after written notice is mailed to such person.

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F. Illegal Signs. If an illegal Sign is not brought into compliance with the provisions of these Sign regulations within thirty (30) working days after the Community Development Department gives notice, the Community Development Department may abate and remove the Sign, and the Owner or person having charge, control or benefit of any such Sign shall pay to the City the costs incurred the same as established for an unsafe Sign.

G. Confiscation of Signs. The Community Development Department may immediately confiscate any Sign located on public property, sidewalks or within rights-of-way in violation of these Sign regulations or any other City ordinances. Except for Political Signs posted on Park Strips in accordance with Section 17.08.070(E)(11) and Utah Code § 20A-17-103(2), as amended, or any successor provision, a~~A~~ Sign located on a sidewalk or in a public Right-of-Way is a nuisance per se and may be removed at any time without prior notice to the Owner.

1. Except as provided in Subsection H for political signs removed under state law, c~~C~~onfiscated Signs shall be stored at a location determined by the Community Development Department for a period of fourteen (14) days, during which time the Owner or person having charge, control or benefit of the confiscated Sign may redeem the Sign after payment of civil penalties as established in the Consolidated Fee Schedule of the City.

2. The City shall be held harmless for any damages incurred to Signs as a result of their confiscation.

3. In addition to civil penalties, Sign Owners and responsible persons shall be liable for any damages caused to public property, public facilities or public utilities by reason of the placement, attachment and/or removal of such unlawful Signs.

4. Except for political signs governed by Subsection H, s~~S~~igns not redeemed within fourteen (14) days shall be deemed to be the property of the City and may be destroyed or otherwise disposed of by the City.

H. Safeguarding and Disposing of Political Signs. The removal, storage, notification, disposal, and reimbursement procedures for political signs removed under City authority or state law shall be governed by Utah Code Title 20A, Chapter 17, as amended, or any successor provision, and the following requirements:

1. Designated Location. Removed political signs shall be deposited for storage at the South Salt Lake Public Works Facility.

2. Notice of Disposal. City staff shall make reasonable efforts to notify the sign owner by telephone prior to disposal, allowing five (5) business days after notice for the owner to retrieve the sign.

3. Reimbursement fees. Storage or disposal reimbursement fees may only be charged if the City has, on three (3) or more previous occasions during the same election cycle, received a political sign belonging to the same owner where the owner failed to retrieve the sign after notice or could not be contacted. In those cases, the reimbursement fee is $20 per incident, regardless of the number of signs deposited during that incident.

4. Appeals. Any sign owner seeking to challenge the validity of a reimbursement fee shall file a written notice of appeal within ten (10) calendar days of the date the reimbursement notice is received. The sign owner shall be provided an opportunity to establish, by a preponderance of the evidence, that reimbursement is not required before the Administrative Law Judge in accordance with Chapter 2.22 of this code and Utah Code § 20A-17-104(6)(b), as amended, or any successor provision.

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Clean Copies of Amendments to Chapter 17.08

17.08.070 Exempt Signs and Sign-Related Activities.

A. For Signs or activities listed in this Section, permits are not required, nor is the area of such Signs to be included in any computation of the total allowed Sign Area permitted for a particular Parcel or use. All such Signs must still meet the maintenance, removal and safety standards of this Title as well as the size, location, height and other standards of this Title to the extent possible as determined by the Community Development Department.

B. Exempt Signs shall not be located on property in a manner that constitutes a safety or visibility problem.

C. The Signs listed in this Section may be limited or restricted by the Community Development Department as deemed appropriate to meet the intent of this Chapter and the City's General or Master Plans. The Community Development Department may limit the placement, location, size, height, number, lighting and other factors of Signs usage.

D. Any exempt Sign which becomes a nuisance, as determined by the Community Development Department, may be required by the Community Development Department to be removed, relocated, modified in size or height or other requirements designed to eliminate the nuisance.

E. The following Signs and Sign-related activities shall be exempt from the provisions of this Chapter to the extent indicated herein:

1. Directional or Instructional Signs. Signs which provide direction or instruction and are located entirely on the property to which they pertain and exceed neither four square feet in area nor four feet in height. These Signs include, without limitation, Signs which identify rest rooms, public telephones or walkways or may provide direction such as Parking Lot entrance and exit Signs and those of a similar nature.

2. Memorial Signs or Tablets. Memorial Signs or tablets, names of Buildings and dates of Building erection when embedded or cut into the surface or Façade of a Building.

3. Public Notices. Official notices posted by public officers or employees in the performance of their duties.

4. Governmental Signs. Governmental Signs for control of traffic and other regulatory purposes, Street Signs, danger Signs, railroad crossing Signs, and Signs of public service companies indicating danger and aids to service or safety.

5. Real Estate Signs. Real estate Signs that are temporary in nature and have no visible connection to a Sign, light pole, tree or other items and are not placed on roofs. Such Signs shall not be allowed on road pavement, sidewalk, gutter areas or Park Strips.

6. Flags. The flags, emblems or insignias of any nation or political subdivision subject to the restrictions as found herein, those of this Chapter and as allowed by special exception. Flags shall be restricted in size, except when allowed as a special exception, to a maximum of seventy-two (72) square feet in size.

7. Symbols or Insignias. Religious symbols, commemorative plaques of recognized historical agencies or identification emblems of religious orders or historical agencies, provided that no such symbol, plaque or identification emblem may exceed foursquare feet in area, and provided further that all such symbols, plaques and identification emblems shall be placed flat against a Building or on low profile Signs.

8. Interior Signs. Signs located within the interior of any Building or stadium, or within an enclosed lobby or court of any Building, and Signs for and located within the inner or outer lobby, court or entrance of any theater.

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9. Temporary Event Signs. Temporary Signs not exceeding sixty-four (64) square feet in area pertaining to drives or events of civic, philanthropic, educational or religious organizations, provided that said Signs are posted only during said drive and are removed within fifteen (15) days after said event.

10. House Numbers and Name Plates. A Building or house numbers Sign shall be limited to one per Street address. A Building numbers Sign shall not be greater in size than two percent of the Building Façade on which located.

11. Political and Campaign Signs. Political or campaign Signs on behalf of candidates for public office or measures on election ballots are allowed, provided that:

    a. Political Signs shall not be erected in such a manner as to constitute a Roof Sign, and shall not be located on property or placed in a manner that creates a traffic, pedestrian, or line-of-sight safety hazard;

    b. Park Strip Placement. The City shall not prohibit a property owner or lawful occupant of property adjacent to a Park Strip (or a person who has obtained consent from such owner or occupant) from posting a political sign on the park strip;

    c. Prohibited Attachments. Political signs shall not be attached or affixed to a utility pole, light pole, electric utility box, traffic control device, Street Sign, or any railroad sign or signal; and

    d. Removal Timeframe. Political signs posted or displayed on a roadway or adjacent right-of-way shall be removed no later than fourteen (14) calendar days following the election to which the sign relates.

12. Holiday Decorations. Signs of a decorative nature, clearly incidental and customary and commonly associated with any national, local or religious holidays are permitted. Such Signs may be of any type, number, area or illumination and shall be placed so as to avoid confusion with authorized traffic lights and signals and shall conform to traffic safety standards.

13. Building Plaque Sign. A Building plaque Sign shall be limited to one per address and shall not exceed four square feet in area.

14. Building Security Sign. A Building security Sign whose Sign face is limited to no more than one square foot in area. Building security Signs shall be limited to no more than four Signs per Lot.

15. Gas pump Signs, provided the Sign is an integral part of the pump.

16. Public Event Signs and Banners. A public event Sign or banner authorized by the City for a specific event.

17. Routine Maintenance of Sign. Routine Sign maintenance or changing of lettering or parts of Signs designed to be regularly changed.

18. Warning Signs. Private warning Signs shall be no more than six square feet in area and shall be limited to one such Sign per Parcel unless a special exception is obtained from the Community Development Department.

19. Incidental Signs.

20. Signs specifically authorized by a Development Agreement executed as a condition precedent to a rezone.

17.08.100 Signs on or Over Public Property.

A. Insurance Required. Except for political signs permitted under Section 17.08.070(E)(11), no Sign on or over public property shall be erected, re-erected, located or relocated or enlarged or modified structurally or changed in ownership without first receiving the approval of the Community Development Department and submitting a certificate of insurance as specified by the Community Development Department.

    1. The City must be named as an insured party.

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2. A thirty-day written notice to the City of South Salt Lake of cancellation or expiration must be included in the insurance certificate.

3. The name of the Owner of the projecting Sign must be clearly identified on the permit as an official corporation, partnership or sole proprietorship with appropriate names of individuals involved.

B. Permission Required. No Sign shall be located on or over publicly owned land or inside Street Rights-of-Way, except:

1. Signs erected by permission of an authorized public agency and meeting the requirements of this Chapter; or

2. Political Signs on Park Strips. Political signs posted on a park strip in accordance with Section 17.08.070(E)(11) and Utah Code § 20A-17-103(2) as amended or any successor provision.

C. Safety Hazards. Nothing in this section shall be construed to prohibit the City from regulating or removing any political sign posted on public property or a Park Strip to prevent a traffic, pedestrian, or line-of-sight hazard, pursuant to Utah Code § 20A-17-103(3) as amended, or any successor provision.

17.08.240 Enforcement.

A. The Community Development Department shall be vested with the duty of enforcing these Sign regulations. In the performance of that duty, the Community Development Department shall be authorized and directed to perform the following:

1. To issue permits to construct, alter or repair Signs which conform to the provisions of this Chapter.

2. To ascertain that all Signs, construction, and all reconstructions or modifications of existing Signs are built or constructed or modified in conformance with the provisions of these Sign regulations and all other regulations incorporated herein by reference.

3. To make inspections. The Community Development Department may make inspections at any stage of the construction process as deemed appropriate by the Community Development Department, including prior to footings being poured on a Detached Sign and upon the completion of construction, erection, re-erection or remodeling of any Sign for which a permit has been issued. The permit holder shall be responsible to schedule inspections with the Community Development Department. The Community Development Department may conduct an inspection of Signs at any time. If the Community Development Department finds any Sign which is in need of repair or violates any provision of this Chapter, the Community Development Department may take the necessary legal action, as specified in this Title, to bring the Sign into compliance.

4. To issue citations and/or file complaints against violators of these Sign regulations.

5. To perform abatement activities in accordance with the provisions of this Chapter.

6. To remove Signs on public property or within Rights-of-Way.

B. The Community Development Department may take any appropriate action or institute any proceeding in any case where any Sign is erected, constructed, reconstructed, altered, repaired, converted or maintained, or in any case where any Sign is used in violation of these Sign regulations or any other City ordinance.

C. Notice of Violation. Except for Signs on public property or within Rights-of-Way and snipe Signs, notice of violation shall be given by written notice of violation sent by registered mail or delivered in person to the Owner of the property where the Sign is located or to the person having charge or control or receiving the benefit of any Sign found by the Community Development Department to be unsafe or dangerous or in violation of these Sign regulations or of any other City ordinance.

D. Non-Maintained or Abandoned Signs. The Community Development Department may require each Non-Maintained or Abandoned Sign to be removed from the Building or premises when such Sign has not been repaired or put into use within thirty (30) calendar days after notice of non-maintenance or Abandonment is

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given. If such Signs are not removed within thirty (30) working days after the Community Development Department gives notice, the Community Development Department may abate and remove the Sign, and the Owner or person having charge, control or benefit of any such Sign shall pay to the City the costs incurred the same as established for an unsafe Sign.

E. Unsafe or Dangerous Signs. A property Owner or occupant may not maintain or allow any Sign which is dangerous or defective on any premises he/she owns, occupies or controls.

If an unsafe or dangerous Sign is not repaired or made safe within five working days after the Community Development Department gives notice pursuant to this Chapter, the Community Development Department may abate and remove the Sign, and the person having charge, control or benefit of any such Sign shall pay to the City the costs incurred in such removal, including an administrative fee, as established in the Consolidated Fee Schedule of the City, and any legal expenses within thirty (30) calendar days after written notice is mailed to such person.

F. Illegal Signs. If an illegal Sign is not brought into compliance with the provisions of these Sign regulations within thirty (30) working days after the Community Development Department gives notice, the Community Development Department may abate and remove the Sign, and the Owner or person having charge, control or benefit of any such Sign shall pay to the City the costs incurred the same as established for an unsafe Sign.

G. Confiscation of Signs. The Community Development Department may immediately confiscate any Sign located on public property, sidewalks or within rights-of-way in violation of these Sign regulations or any other City ordinances. Except for Political Signs posted on Park Strips in accordance with Section 17.08.070(E)(11) and Utah Code § 20A-17-103(2), as amended, or any successor provision, a Sign located on a sidewalk or in a public Right-of-Way is a nuisance per se and may be removed at any time without prior notice to the Owner.

1. Except as provided in Subsection H for political signs removed under state law, confiscated Signs shall be stored at a location determined by the Community Development Department for a period of fourteen (14) days, during which time the Owner or person having charge, control or benefit of the confiscated Sign may redeem the Sign after payment of civil penalties as established in the Consolidated Fee Schedule of the City.

2. The City shall be held harmless for any damages incurred to Signs as a result of their confiscation.

3. In addition to civil penalties, Sign Owners and responsible persons shall be liable for any damages caused to public property, public facilities or public utilities by reason of the placement, attachment and/or removal of such unlawful Signs.

4. Except for political signs governed by Subsection H, signs not redeemed within fourteen (14) days shall be deemed to be the property of the City and may be destroyed or otherwise disposed of by the City.

H. Safeguarding and Disposing of Political Signs. The removal, storage, notification, disposal, and reimbursement procedures for political signs removed under City authority or state law shall be governed by Utah Code Title 20A, Chapter 17, as amended, or any successor provision, and the following requirements:

5. Designated Location. Removed political signs shall be deposited for storage at the South Salt Lake Public Works Facility.

6. Notice of Disposal. City staff shall make reasonable efforts to notify the sign owner by telephone prior to disposal, allowing five (5) business days after notice for the owner to retrieve the sign.

7. Reimbursement fees. Storage or disposal reimbursement fees may only be charged if the City has, on three (3) or more previous occasions during the same election cycle, received a political sign belonging to the same owner where the owner failed to retrieve the sign after notice or could not be contacted. In those cases, the reimbursement fee is $20 per incident, regardless of the number of signs deposited during that incident.

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4. Appeals. Any sign owner seeking to challenge the validity of a reimbursement fee shall file a written notice of appeal within ten (10) calendar days of the date the reimbursement notice is received. The sign owner shall be provided an opportunity to establish, by a preponderance of the evidence, that reimbursement is not required before the Administrative Law Judge in accordance with Chapter 2.22 of this code and Utah Code § 20A-17-104(6)(b), as amended, or any successor provision.

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