



Nibley City
Planning Commission Meeting
Thursday, October 21, 2021
455 W. 3200 S.
Nibley, UT

6:30 p.m. Call to Order and Roll Call
 Approval of Agenda
 Approval of Minutes

In accordance with Utah Code Annotated 52-4-207 and Nibley City Resolution 12-04, this meeting may be conducted electronically. The anchor location for the meeting will be Nibley City Hall, 455 West 3200 South, Nibley, Utah. The public may participate in the meeting either in person or via the Zoom meeting link provided at www.nibleycity.com.

1. **Public Hearing:** to receive public comments for Ordinance 21-20: Short-term Rental Regulations
2. **Discussion and Consideration:** Ordinance 21-20: Short-term Rental Regulations
3. **Workshop:** Revisions to Financial Assurance and Warranty of Subdivision Improvements
4. **Workshop:** Accessory Dwelling Units and Two-Family Housing
5. Staff Report and Action Items

*Planning Commission agenda items may be tabled or continued if 1) Additional information is needed in order to take action on the item, OR 2) The Planning Commission feels there are unresolved issues that may need further attention before the Commission is ready to make a motion. **No agenda item will begin after 10:00 p.m. without a unanimous vote of the Commission.** The Commission may carry over agenda items, scheduled late in the evening and not heard, to the next regularly scheduled meeting.*

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, REASONABLE ACCOMMODATIONS FOR INDIVIDUALS WITH DISABILITIES WILL BE PROVIDED UPON REQUEST. FOR ASSISTANCE, PLEASE CALL 752-0431 A MINIMUM OF 24 HOURS BEFORE THE MEETING.



**Nibley City Planning
Commission
Agenda Item Report
October 21, 2021**

Agenda Item #1 & #2: Short-term Rentals

Description

Public Hearing: to receive public comments for Ordinance 21-20: Short-term Rental Regulations

Discussion and Consideration: Ordinance 21-20: Short-term Rental Regulations

Department

City Planning

Action Type

Legislative

Recommendations

Recommend approval of Ordinance 21-20: Short-term Rental Regulations

Reviewed By

City Planner, City Attorney

Background

One of the Planning Commission goals for 2021 is to create a more detailed Short-term Rental Code. The existing code, NCC 19.28.050(C)(1)(g) provides the following regulations:

g. Short-term rentals

- 1) *All short-term rentals shall be inspected by the Fire Marshal annually to insure each home meets residential fire standards.*
- 2) *Shall provide a minimum of two 90-gallon garbage cans and one recycling can issued by Logan Environmental Services.*
- 3) *Only one Short-term rental shall be allowed for each property.*

In addition, 19.24.250(D)(9), which regulates Accessory Dwelling Units (ADUs) states:

Short Term Rental, as defined within this title, shall be a prohibited use within accessory dwelling units.

To inform this consideration and generate ideas about potential appropriate regulations for short-term rentals within Nibley City, Nibley's Planning Intern conducted research of different Utah cities: Park City, Salt Lake City, Sandy, Provo, Moab, St George and Kanab. These cities were selected, as they have significant experience in regulating short-term rentals as more prominent travel destinations. Although Nibley City is not expected to reach the same volume of short-term rental demand as these cities, there are some considerations and lessons learned that are worth gleaning from such examples. The following requirements are included within such City regulations:

1. Requirement for a business license
2. Requirement for a building or property inspection
3. Proper yard & structure maintenance, including trash/snow removal
4. Provision of off-street parking
5. Noise control
6. Limits on size (i.e. 4 bedrooms)
7. Limiting hours for use of pools/spas
8. Requirement for proper housekeeping services
9. Responsible party must be available 24/7
10. Provision of smoke/CO detectors
11. Assessment of impact fees for separated units
12. Providing the City with a list of rules
13. Assessment of transient room tax

The Planning Commission reviewed these provisions and discussed potential amendments to short term rentals. In general, it was determined that the impacts of short-term rentals are minimal in Nibley City. There have not been any recent documented complaints within the City about short-term rentals and a cursory search of available short-term rentals online indicates that their presence is limited. There are benefits to landowners and to visitors when short-term rentals are allowed, including additional income generated for residents and the opportunity of visitors to stay in the community. It was expressed that the City should be cautious about creating too many restrictions that would either discourage the establishment of a short-term rental or incentivize landowners to create a short-term rental without the proper licensing from the City. Other than adding provisions related to parking, limiting the number of short-term rentals on a residential property within a permanent structure, and ensuring that the City's existing ordinances are enforced, there was not support expressed among the Planning Commission for

additional regulations for short term rentals. In addition, it was expressed that short term rentals should not be prohibited within accessory dwelling units (ADUs), as they currently are. Rather, there is a benefit to ensure that short-term rentals are properly managed when the property owner is living on the property, which can be more feasibly facilitated with an ADU.

Regarding licensing, currently a conditional use permit (CUP) is required for a short-term rental, but a business license is not. It would be more appropriate to require a business license, but not a CUP. This would ensure that the City could properly track and monitor short term rentals but not disincentivize landowners to obtain a license.

The attached ordinance changes address the Planning Commission's direction and Staff's recommendation regarding short-term rentals.

Agenda Item #3: Financial Assurance and Warranty

Description

Workshop: Revisions to Financial Assurance and Warranty of Subdivision Improvements

Department

City Planning, Public Works

Action Type

Legislative

Recommendations

Discuss potential changes related to Financial Assurance and Warranty of Subdivision Improvements

Reviewed By

City Manager, City Engineer, City Planner, City Attorney

Background

The proposed changes address two common complaints received from developers regarding acceptance of subdivision improvements and starting of the warranty period. City staff would also propose to adopt a standard that establishes a minimum timeframe in regard to the duration of financial assurance documents.

A common complaint received from developers is that they end up throwing away a significant percentage of the sidewalk constructed in a new development. To better define “throw away” this term represents sidewalk that ends up being removed for driveways, sidewalk that is broken by contractors when building houses, and a number of other conditions in which sidewalk is constructed and then has to be removed and replaced during the subdivision construction process. According to current City standards, a developer is required to construct sidewalk to obtain clearance from the City to move the project into the 1 year warranty period. The City’s standard accelerates sidewalk construction to the point where significant amounts of sidewalk ends up being replaced on many projects. City staff recommends a modification to our standards to allow construction of sidewalk to be deferred for a maximum 2 year period from the date construction plans are approved, with the stipulation that the developer constructs all sidewalk along open space tracts, parks, trails, arterial roadways, and in the front and if required the side and rear yards of homes as the homes are being constructed but prior to issuing a certificate of occupancy on the residence. More straight forwardly stated, the developer would still be required to provide financial assurances to build the sidewalk; at the latest would be given a 2-year window to have all sidewalk constructed; and they would be required to build sidewalk in open spaces, parks, trails, arterial roadways, and around homes as homes are constructed. Developers would however be able to move all other subdivision improvements into a warrant phase independent of the sidewalk. The sidewalk would have a separate 1-year warranty phase once all sidewalk is installed.

Another common complaint received from developers is that of delaying the start of a subdivision’s warranty period as a result of not being able to construct landscaping due to cold weather conditions. This concern is in specific regards to the lengthy Cache Valley winters where there can be a period in excess of 6 months in which required landscaping improvements cannot be installed. While City staff acknowledges that this condition exists, staff also recognizes that we have no ability to control the developers building schedule or to realistically prevent a condition in which a developer purposely delays construction of landscaping improvements until winter to realize some form of benefit. In the spirit of compromise, City staff would propose amending the code language to allow for all subdivision improvements except for sidewalk as identified herein and landscaping as more specifically identified hereafter be accepted and transitioned into a warranty period. Concerning landscaping, the previously proposed allowance is conditioned upon the Public Works Director or City Engineer confirming that 50% of the project landscaping has been constructed to City standards and upon the balance of the landscaping improvements being constructed by June 15th of the summer following the start of the subdivision warranty period. As additional conditions of this allowance, it is proposed that the developer be required to provide financial assurance to guarantee construction of remaining landscaping improvements; that the warranty period of the landscape improvements be set for 1 year from the date of City acceptance, and that the warranty period for the entire subdivision be extended to 1 year from date of City acceptance of the landscaping improvements should their construction take longer than June 15th.

Additionally, due to a recent condition in which a financial assurance document included a sunset clause, it was recently identified that a minimum time frame needs to be established for the term of a subdivision’s financial assurance. The example reference above included a recent Letter of Credit that was provided to the City for a 1-year term. While most phases of a

subdivision development can construct within a year, a number of challenges could easily result in construction taking much longer. Identification of a term appears to be a condition that is common to Letters of Credit, however if a timeframe is established it would be expected to be uniform across all forms of assurance. From a developer's perspective, financial assurances they obtain from a lending institution are more expensive the longer they are held. So, a letter of credit for one year would normally be less expensive than a three- or five-year letter. The challenge with a defined term is that if a timeframe is identified, there would need to be considerations of time to allow the City to complete the infrastructure improvements in the event the developer is unable to do so. City staff recommends that a minimum 5-year time frame be established as the minimum term of any financial assurance. Additionally, for assurances that identify a 5-year term, the assurance shall include a provision that identifies that the City will at the end of year 4, utilize the balance of the financial assurance to secure a contractor to complete any work that remains unfinished, in disrepair, or not constructed per City codes and standards. Attached are proposed amendments to the City's existing code related to financial assurances. The purpose of this workshop is to discuss the appropriateness of these proposed amendments in preparation for a public hearing.

Agenda Item #4: ADUs and Two-Family Dwellings

Description

Workshop: Accessory Dwelling Units and Two-Family Housing

Department

City Planning

Action Type

Legislative

Recommendations

Discuss potential changes related to Accessory Dwelling Unit and Two-Family Housing Regulations

Reviewed By

City Planner, City Attorney

Background

In November 2020, Nibley City adopted an Accessory Dwelling Unit Ordinance in support of the Nibley City Moderate Income Housing Plan. Specific provisions were developed to mitigate potential impacts on surrounding properties. Under this ordinance an Accessory Dwelling Unit is defined as:

A residential dwelling unit, but not a Mobile Home as defined by Utah State Code, located on the same lot as a single-family dwelling unit, either within the same building as the single-family dwelling unit or in a detached building.

Under this ordinance, an accessory dwelling unit may be either attached/internal to a single-family home or a detached building on the same lot as a single-family dwelling.

In addition to this updated provision of Nibley City Code, the following restrictions were adopted:

1. The property must be owner occupied (or be occupied by a close relative)
2. ADU must be fire, building and health codes.
3. Separate addresses and mailboxes must be places on all ADUs
4. All entrances must be located on the side or rear of the building
5. Two off-street parking spaces, in addition to those required by the primary dwelling must be provided without obstructing access to parking for the primary dwelling and be located behind the front plane of the house.
6. Only One ADU is allowed for each single-family dwelling lot.
7. Short-term rentals are prohibited (although this is proposed to be changed with short-term rental ordinance changes)
8. No ADU may be built in a wetland or flood plain
9. May not install separate water or sewer meters
10. ADUs shall be charged the base rate for water and sewer
11. ADUs are subject to impact fees but may receive a rebate if they are affordable to households below 50% AMI.
12. ADUs have a minimum square footage of 300 sq. ft. Detached ADUs have a maximum square footage of 1,200 sq. ft.
13. Detached ADUs are not permitted on lots smaller than 12,000 sq. ft.
14. The total square footage of the ADU shall not occupy more than 25% of the rear yard.
15. Detached ADUs are limited to 2 stories with increased setbacks of 20 feet when they are greater than 1 story.

Under this ordinance, ADUs are considered a permitted use that require administrative approval. Since adopting this ordinance, there has not been one permit submitted for an ADU within Nibley City.

In addition to allowing for both attached (or internal) and detached ADUs with restrictions, 'Two-family housing' is currently listed as a permitted use within all residential zones and a conditional use within commercial and industrial zones. However, single-family lots within R-PUD overlay areas are limited to single-family dwellings. Two-family housing is defined as 'a single building that is situated on one lot and that contains two (2) dwelling units.' Under this

definition, there is overlap with a detached or internal dwelling unit located within a single-family dwelling and a two-family dwelling. In other words, in most cases, what would be considered a detached accessory dwelling unit can also be considered a two-family dwelling.

2021 State Code Update

During the 2021 Legislative Session, HB 82 was passed which mandates Cities and Counties to permit 'Internal Accessory Dwelling Units' (IADU) as a permitted land use in all single-family residential zones and prohibits municipalities from establishing restrictions for IADUs with limited exceptions.

Under this bill, Internal Accessory Dwellings Units are defined as:

an accessory dwelling unit created:

- i. within a primary dwelling.
- ii. within the footprint of the primary dwelling at the time the internal accessory dwelling unit is created.

'Primary dwelling' means a single-family dwelling that:

- i. is detached; and
- ii. is occupied as the primary residence of the owner of record.

Under State Code IADUs must be permitted, but can be adopted with the following restrictions:

1. May be limited to long-term rentals of 30 days or longer.
2. May require that residence is occupied by owner of record.
3. May limit to one IADU per lot
4. May prohibit the installation of separate utility meter.
5. May not limit the square footage of the IADU.
6. May require IADU to comply with building, health and fire codes.
7. Require that an IADU be designed in a manner that does not change the appearance of the primary dwelling as a single-family dwelling
8. May require one additional on-site parking space
9. May prohibit an IADU within a mobile home
10. May require a business license for renting the unit
11. May prohibit the creation of IADUs within a zoning district covering 25% or less of the total area of the City.
12. May prohibit IADUs if the primary dwelling is served by a failing septic tank
13. May prohibit the creation of an IADU on lots less than 6,000 sq. ft.
14. May hold a lien against a property with IADUs if any provisions of the code are not upheld.

Potential Code Changes

In order to align Nibley City Code with State Code and clarify our existing ordinance, the following approaches should be considered.

1. Amend the definition of 'Two-family housing' to be inclusive of IADUs and amend the ADU ordinance to only apply to detached ADUs. Consider restrictions allowed under state code for IADUs and other Two-family housing, as applicable.
2. Clarify the definition of 'Two-family housing,' which is distinct from the state's definition of IADUs. Consider restricting Two-family dwellings in certain zones. Bring City's restrictions for IADUs within state code compliance and closely align IADU restrictions with detached ADUs.
3. Clarify the definition of 'Two-family housing,' which is distinct from the state's definition of IADUs. Consider restricting Two-family dwellings in certain zones. Develop separate sections for IADUs and detached ADUs, incorporating state's restrictions for IADUs where applicable.

The purpose of this workshop is to consider these and other approaches to Nibley City Code regarding ADUs and Two-Family housing.

19.20.020 Land Use Chart
Nibley City Land Use Chart

Key

P:	Permitted Use
NP:	Not Permitted Use
C:	Conditional use
A:	Agriculture Zone
R-E:	Rural Estate Zone
R-1:	Residential Zone R-1
R-1A:	Residential Zone R-1A
R-2:	Residential Zone R-2
R-2A:	Residential Zone R-2A
R-M:	Mixed Residential Zone
P/S:	Park/School
C:	Commercial Zone
C-N:	Neighborhood Commercial Zone
I:	Industrial Zone

Use	A	R-E	R-1	R-1A	R-2	R-2A	R-M	P/S	C	C-N	I
Residential											
Assisted Living Facility	C	C	NP	NP	NP	NP	P	NP	C	C	NP

Artisan Shop	C	C	C	C	C	C	C	NP	C	C	C
Bed and Breakfast Inn	C	C	C	C	NP	NP	P	NP	C	C	NP
Building moved from another site	C	C	C	C	C	C	C	C	C	C	C
Group Living Facility ¹	C	C	C	C	C	C	C	NP	NP	NP	NP
Home Occupation	C	C	C	C	C	C	C	NP	NP	NP	NP
Home Office	P	P	P	P	P	P	P	NP	NP	NP	NP
Housing, Short-Term Rental ⁴	EP	EP	EP	EP	EP	EP	EP	NP	NPP	NPP	N
Housing, Single-Family	P	P	P	P	P	P	P	NP	C	C	C
Housing, Multi-Family	NP	NP	NP	NP	NP	NP	P	NP	NP		
Housing, Two-Family	P	P	P	P	P	P	NP	NP	C	C	C
Mobile Home Park	NP	NP	NP	NP	NP	NP	NP	NP	NP	NP	C
Nursing Home	C	C	C	C	C	C	C	NP	C	C	NP
Temporary Office/Model Home	C	C	C	C	C	C	C	NP	C	C	C
Accessory Dwelling Unit ³	P	P	P	P	P	P	P	P	P	P	P

1. Group living facilities are governed by NCC 19.42
2. Any land use not listed is not permitted
3. Accessory dwelling units are governed by NCC 19.24.250
4. . Short-term rental housing is governed by NCC 19.24.260

19.28.50 Basis For Issuance Of Conditional Use Permit

- A. A conditional use permit shall be approved if reasonable conditions are imposed to mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with applicable standards. If the reasonably anticipated detrimental effects of a proposed conditional use cannot be substantially mitigated by the proposal or the imposition of reasonable conditions to achieve compliance with applicable standards, then the conditional use may be denied. Substantial mitigation shall not mean complete elimination of all detrimental effects.

- B. The granting of a conditional use permit shall not exempt the application from other relevant provisions of this or other ordinances of the Nibley City, or other state, federal, fire or building standards. All proposed uses shall comply with the regulations and conditions specified in this title for such use.
- C. The City shall consider the following, plus other adopted standards in order to mitigate any detrimental effects of a conditional use application.
 - 1. Additional Standards for Conditional Uses for Residential Zones:
 - a. All Conditional Uses within Residential Zones shall comply with all conditions set forth in this Title applicable to all conditional uses, Nibley City Code, Nibley City Design Standards and Specifications, and any applicable state or federal law
 - b. Traffic and Connectivity
 - A. Roadways and intersections shall maintain a Level of Service (LOS) C. Conditional Use Applicants shall be required to make any road updates in order to ensure the roadway will maintain LOS C.
 - B. Site plans must comply with the Transportation and Trails Master Plan.
 - c. Applicant may be required to limit noise associated with the conditional use that emanates beyond their property boundaries to less than 50 dBA.
 - d. Applicant may be required to limit light associated with the conditional use that emanates beyond their property boundaries to less than 0.01 foot-candles.
 - e. Parking
 - A. Applicant shall provide off-street parking for the proposed use. Parking may be contained in a driveway, RV pad, or parking lot.
 - B. Applicant may be required to provide off-street accommodation for delivery and pickup of materials and supplies associated with the Conditional Use.
 - C. Other Parking requirement shall comply with NCC 19.24.160
 - f. Hours of operation: Conditional Uses shall not operate, or cause outside disturbance from 10:00 p.m. to 7:00 a.m.
 - g. Short-term rentals
 - ~~A. All short term rentals shall be inspected by the Fire Marshal annually to insure each home meets residential fire standards.~~
 - ~~B. A. Shall provide a minimum of two 90 gallon garbage cans and one recycling can issued by Logan Environmental Services.~~
 - ~~C. A. Only one Short term rental shall be allowed for each property.~~

19.24.250 Accessory Dwelling Unit Standards

- A. Purpose
 - 1. This chapter establishes approval criteria and outlines processing procedures for accessory dwelling units.
 - 2. The purpose of this chapter is to provide opportunities to develop affordable moderate-income housing by allowing accessory dwelling units in zoning districts specified in this title, to establish the conditions under which accessory dwelling units are regulated under this chapter, and to set forth criteria and standards to be required of accessory dwelling units when this chapter is applicable. Definitions
 - 3. Accessory Dwelling Unit: A residential dwelling unit, but not a Mobile Home as defined by Utah State Code, located on the same lot as a single-family dwelling unit, either within the same building as the single-family dwelling unit or in a detached building. Accessory dwelling units shall be developed in accordance with the standards set forth in this chapter and only in those zoning districts where the use is listed as a permitted use.

4. Bona fide temporary absence: A specified time during which a property is not owner occupied. Such time shall be no more than 90 days within any 180 day period. Longer absences are allowed for military, humanitarian, or religious service.
 5. Owner Occupied: The owner(s) of the property or an individual related to an owner of the property within and including two degrees of consanguinity residing on the property in either the primary dwelling or the accessory dwelling unit.
- B. Accessory Dwelling Unit Approval Required
1. All Accessory Dwelling Units shall comply with the standards and provisions of this title. Accessory dwelling units that existed prior to the adoption of this ordinance, that have not received formal approval, shall be considered illegal until approved in compliance with these provisions, and the City may deny any land use or building approval requested by an owner of property that has an illegal accessory dwelling unit.
- C. Application
1. Persons shall make application for an accessory dwelling unit on forms prepared by Nibley City. No accessory dwelling unit application shall be processed without the submission of the application, all supporting materials as required by this chapter, and the processing fee. Incomplete applications shall not be processed under any circumstances.
 2. Supporting Materials. The accessory dwelling unit application shall be submitted with the materials listed herein.
 - a. Notarized letter: a notarized letter of application shall be provided by the property owner stating that the property will be owner-occupied except for bona fide temporary absences
 - b. Floor Plan: A floor plan showing the floor in which the accessory dwelling unit will be located shall be provided
 - c. Parking Plans: A parking plan shall be submitted showing the location of dedicated off-street parking for the accessory dwelling unit and the primary residence
 - d. Fire Extinguisher(s): Evidence of a fire extinguisher in the accessory dwelling unit shall be provided.
 - e. Fee: The processing fee as required by the consolidated fee schedule as approved by the City council shall be paid in full.
 3. A building permit is required for all new or remodeled accessory dwelling units.
 4. A certificate of occupancy is required prior to occupancy of any accessory dwelling unit to ensure compliance with fire, building and health codes.
 5. Notification must be sent to abutting property owners with an opportunity to comment to Nibley City Staff within a period of fourteen (14) days from the date of notification.
- D. Approval Criteria
1. Proposed accessory dwelling units in compliance with the following criteria to ensure the health and safety of occupants.
 2. Owner Occupation. The property shall be owner occupied except for bona fide temporary absences.
 3. Fire, building, and health codes. The design and size of the accessory dwelling unit shall conform to all applicable standards in the fire, building, and health codes. All necessary permits shall indicate the area to be designated for accessory dwelling unit use.
 4. Separate addresses and mailboxes shall be placed on all accessory dwelling units regulated by this chapter as required for public safety purposes.
 5. All entrances to attached accessory dwelling units shall be located on the rear or side of the building.
 6. Parking: Off-street parking for two vehicles, shall be provided for use by the tenants of the accessory dwelling unit. This parking shall be provided in addition to the required parking for the primary dwelling unit and shall not obstruct access to the parking of the primary

dwelling unit and shall be located behind the front plane of the primary dwelling. Parking surfaces shall be constructed of a hard surface, such as concrete or asphalt, or gravel.

7. One Accessory Dwelling Unit: Only one accessory dwelling unit shall be allowed for each single-family dwelling lot.

8. Detached Structures: Accessory dwelling units may be permitted in a detached structure.

~~9. Short Term Rental, as defined within this title, shall be a prohibited use within accessory dwelling units.~~

~~10.9.~~ No accessory dwelling unit shall be built on a registered wetland or flood plain.

~~11.10.~~ Installation of separate water and sewer meters for accessory dwelling units shall be prohibited.

~~12.11.~~ Accessory dwelling units shall be charged the base rate for water and sewer usage in accordance with the Nibley City Fee Schedule.

~~13.12.~~ Impact Fees: Accessory dwelling units shall be subject to impact fees for residential buildings in accordance with the Nibley City Impact Fee Schedule.

- a. Owners may petition the City for a rebate of impact fees for accessory dwelling units which provide rent that is considered affordable, as described below. The maximum rebate amount shall be set at 20% annually of the total collected impact fee for a period of five (5) years. City Staff shall determine if documentation of rent collected is acceptable. If documentation is not provided within 30 days of each anniversary of the issuance of the certificate of occupancy, the rebate shall be forfeited for that year. The rebate shall be non-transferrable.

- 1) The unit's rent is considered affordable to a household of four (4) earning 50% of the area median income of the Logan, UT-ID Metropolitan Statistical Area (MSA), according to income limits set by the US Department of Housing and Urban Development (HUD) for a period of five (5) years.

- 2) The rent limit shall be set using the following calculation: HUD annual 4-person 50% AMI Income Limit * 0.3 (30 %) – \$150 (for utility expenses)

E. Size, Height and Zoning

1. Accessory dwelling units shall have the following requirements:

- a. Shall have the minimum size of 300 sq. ft.
- b. No detached accessory dwelling units shall be larger than 1,200 sq. ft.
- c. Detached accessory dwelling units shall follow the sizing and setback requirements for other accessory buildings as listed in NCC 19.24. For new one-story detached accessory dwelling unit structures, a minimum rear and side setback of 10 feet is required. For new two-story detached accessory dwelling unit structures, a minimum rear and side setback of 20 feet is required.
- d. Detached accessory dwelling units shall not be permitted on lots smaller than 12,000 sq. ft.
- e. The total square footage of all detached accessory dwelling units shall not occupy more than twenty five percent (25%) of the rear yard.
- f. Detached accessory dwelling units shall be limited to two stories and shall not exceed the height of the primary single-family dwelling.

2. Accessory Dwelling Unit Use within Commercial, Neighborhood Commercial, and Industrial Zones

- a. Commercial buildings within Neighborhood Commercial Zones shall be allowed to have up to two attached accessory dwelling units. Accessory dwelling units shall be attached to the building. Dwelling Units shall be located either on the rear of the building or on the second story.
- b. Any Commercial Building shall supply two additional off-street parking for each accessory dwelling unit, in addition to parking required by the commercial use.

- c. Each accessory dwelling unit shall have a separate access apart from the commercial access to the building
- d. Each accessory dwelling unit must meet all applicable building, zoning, and fire code requirements.

19.24.260 Short-term Rental Housing

- A. Short-term rental housing shall require a business license, which shall be renewed annually. A short-term rental in which the primary homeowner lives at the residence shall require a home occupation business license. A short-term rental which does not house the primary homeowner shall require a commercial business license.
- B. During the time of business license application, the applicant for a short-term rental shall provide the City with the following information:
 - 1. Maximum occupancy of the short-term rental.
 - 2. Number of bedrooms within the home and number of bedrooms that the short-term rental will occupy.
 - 3. A certificate from the Fire Marshall to insure the home meets residential fire standards.
 - 4. A certificate that adequate solid waste service is provided, as required by this chapter.
 - 5. A site plan which shows off-street parking areas in relation to the home and parking for the primary residence which meets the requirements of this chapter.
- C. Short-term rentals are only allowed within a permanent, residential structure. Short term rental of spaces for camping, within recreational vehicles, or other locations outside of a permanent residential structure shall only be permitted in licensed RV parks or campgrounds. This restriction does not apply to use of private property for non-commercial camping.
- D. All short-term rentals shall be inspected by the Fire Marshal annually to insure each home meets residential fire standards prior to operation. The same residential standards apply whether the short-term rental requires a commercial or home occupation business license.
- E. Only one Short-term rental shall be allowed for each property.
- F. Off-street parking shall be provided at the following rates, based upon occupancy limitation of the short-term rental:

Maximum occupants	Minimum parking stalls
1-4	1
5-8	2
9-12	3
13-16	4
17-20	5
Above 20	Commensurate with the rates listed above

For short-term rentals, which are incidental to a permanent residence, this parking shall be provided in addition to the required parking for the primary dwelling unit and shall not obstruct access to the parking of the primary dwelling unit. Parking surfaces shall be constructed of a hard surface, such as concrete, asphalt, or gravel.

- G. Each host of a short-term rental shall inform short-term rental tenants about NCC 9.06.040: Disturbing the Peace, NCC 11.02.040: Parking Regulations, and any other applicable City ordinances. The homeowner shall be held responsible for any nuisance or noise violations at the short-term rental location.

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21.14.060 Guarantee Of Improvements

1. Prior to the recording of the Final Plat, whereafter lots may be sold, and before the issuance of any building permit within the subdivision, the subdivider shall guarantee, by an Improvement Completion Assurance, the installation and construction of any payment for the required improvements. With possible exception to sidewalk improvements and landscape improvements which processes are described in greater detail herein, ~~P~~prior to the City's acceptance of the subdivision improvements and the final release of the Improvement Completion Assurance, the subdivider shall guarantee, by means of a Warranty ~~Bond Assurance~~, that the improvements shall be maintained in a state of good repair, free from defective material or workmanship for the Guaranty Period.

1.1. SIDEWALK EXCEPTION: If requested in writing by the developer, the City Engineer or Public Works Director may accept and move all other improvements into the warranty phase independent of a portion of the sidewalk improvements upon meeting the following conditions: the developer has constructed all sidewalk adjacent to open space tracts, parks, along trails and arterial roadways, and constructed sidewalk around all applicable sides of existing homes AND agrees that all sidewalk improvements will be constructed a minimum of 2 years after the City issues the Notice To Proceed date to begin construction of the subdivision AND, sidewalk improvements will be constructed in front of around all applicable sides of each house prior to issuing a certificate of occupancy being requested for a home. If a sidewalk exception is requested and granted, a separate 1-year warranty period will for all sidewalk will begin once all sidewalk is complete.

1.2. LANDSCAPE EXCEPTION: If requested in writing by the developer, the City Engineer or Public Works Director may accept and move all other improvements into the warranty phase independent of a portion of the landscaping improvements upon meeting the following conditions: the developer has constructed 50 percent of all landscape improvements required by the approved construction plans AND developer agrees that all required landscape improvements will be constructed by June 15th of the summer following the start of the warranty period, AND developer agrees that if all required landscaping is not constructed by June 15th the warranty period for the entire subdivision will be extended to the date of 1 year after City acceptance of landscape improvements. If a landscape exception is requested, granted, and construction is completed by June 15th, a separate 1-year warranty period will begin once all landscaping is complete.

The provisions of both such initial and warranty guarantees, regardless of form, shall be as approved by the Public Works Director or City Engineer as to the amount of the bond and as approved by the City Attorney as to the form of the guarantee and shall provide for the following:

1.2. The Improvement Completion Assurance shall be in an amount equal to one hundred percent (100%) of the cost of all improvements as estimated by the subdivider and verified by the City Engineer. The estimated improvements costs shall include only those costs for which the subdivider is responsible including the installation and construction of, and payment for such improvements within the time period required by the City, and based on the circumstances of each subdivision and set forth in an agreement between the City and subdivider. The estimated cost upon which the Improvements Security is based shall not include the subdivision processing fees, the fee for the initial seal coat application for roads built as part of the subdivision, or any improvements for which the subdivider has no responsibility such as those improvements to be done at another time, those to be done by the City or other entity, or as otherwise agreed upon in the process of approving the subdivision. If a term is required for the Improvement Completion Assurance, a minimum 5-year term shall be provided. A provision shall be written into the assurance document that at the end of 4 years or as otherwise

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specified by the City Engineer or Public Works director, the City shall at the expense of the assurance, cause to be constructed all remaining improvements, repair any improvements in dis-repair, and replace any improvements not constructed to City Standards.

- ~~2.3.~~ The subdivider shall have the right to partial release(s) against the Improvement Completion Assurance with the municipality providing however that a sum equal to ten percent (10%) of the estimated costs of all improvements installed in the subdivision shall remain with the municipality until after the issuance of an "Improvements Completion and Acceptance Report" by the City Engineer and the Warranty Bond has been provided. The subdivider must show evidence of payment of all costs for the improvements and show that the lots and the improvements thereto are free from any liens before any release (partial or full) of funds from the Improvement Completion Assurance. The City Engineer may release a portion of this remaining part of the Improvement Completion Assurance (meaning the 10% above the estimated costs of all the improvements) if, in his opinion, there remains encumbered a sufficient amount of the Improvement Completion Assurance to ensure the completion of the required subdivision improvements. The Warranty Bond provided to the City is to guarantee that improvements are correctly installed, constructed, and are maintained through the Guarantee Period and to secure the City as to the costs of any required corrections of defects of such improvements.
- ~~3.4.~~ During said Guarantee Period, if all or any part of the required improvements are found not to be correctly installed, constructed and maintained, and paid for according to the standards required in this title and Nibley City Design Standards and Specifications, the City shall notify the subdivider in writing of the defects or any other problems and shall make demand on the subdivider that defects/problems be corrected and paid for. If the defects are not corrected and paid for within thirty (30) days the municipality may correct the defects and charge to the subdivider the costs of correcting the defects as provided above, including administrative costs. There shall be no draw(s) made by the subdivider against the Warranty Bond. The cost of correcting any deficiencies must be borne by the subdivider without access to the Warranty Bond.
- ~~4.5.~~ After eleven (11) months of the Guarantee Period have expired, the subdivider shall call for Final Inspection by the City Engineer. If the required improvements remain substantially free from defects, or other problems, and free from liens, the municipality shall certify such fact to the subdivider and the municipality shall discharge the subdivider of its obligation to the municipality within thirty (30) days from the time of Final Inspection by releasing the Warranty Bond. Any items that need correcting following the Final Inspection must be corrected within thirty (30) days to have the Warranty Bond released. Any items not completed at the end of these last thirty (30) days, or in other words one year from the date of initial acceptance of the improvements, shall require an additional, or extension of the Warranty Bond be established to ensure the completion of any corrections, and/or the City may obtain draw(s) against the Warranty Bond for such purpose.