

BRIGHTON TOWN COUNCIL MEETING AGENDA

Tuesday, October 11th, 2022, at 6:30 pm

NOTICE is hereby given that the Brighton Town Council will meet on Tuesday, October 11th, 2022 for it's regular meeting at 6:30pm, in a hybrid format. In person at Fire Station 108, 6788 S Big Cottonwood Canyon Road, and electronically via Zoom.

TO JOIN THE ZOOM MEETING

<https://us02web.zoom.us/j/82374671266?pwd=NVBwNndlQkhiMXNTM01DQm00aWsxQT09>

Meeting ID: 823 7467 1266

Passcode: 021856

One tap mobile

(669)900-6833

1. CALL TO ORDER AT 6:30 PM.

2. ANNOUNCEMENTS

Please take the STR density survey:

[Future regulations concerning short term rentals in the Town of Brighton \(google.com\)](#)

There will be a Public Hearing for the final draft of the General Plan on October 26th at 6:00pm. It's a hybrid meeting at the fire station (7688 S Big Cottonwood Canyon Rd.) or electronically:

<https://slco.webex.com/meet/wgurr>

The draft and survey can be reviewed at: [Brighton Long Range Planning \(arcgis.com\)](#)

3. PUBLIC INPUT You can email your comment to townclerk@brighton.utah.gov ahead of time to be read during the public input section. You may also use the raise hand feature to speak at this time. All comments during the meeting shall be held until section 8.

4. MINUTES Approval of Town Council Minutes for September 13th, 2022. Pages: 3-8

5. UPD Cheryl Lenzer

6. UFA Dusty Dern

7. SKI RESORTS

Brighton

Solitude

8. BUSINESS

- a. Conversation with UFA Chief Burchett. For discussion.
- b. Overview of the Final UDOT LCC EIS. Presented by Josh Van Jura. For discussion.
- c. Central Wasatch Commission Update. Presented by Blake Perez. For discussion.
- d. Consideration of an Agreement with CWC for Transportation. For discussion and possible action.
Pages: 9-31
- e. 2022-O-10-1 – An Ordinance amending the Town of Brighton Land Use Code, Foothill Canyons Overlay Zone (FCOZ), Section 19.72.130, “Stream Corridor and Wetlands Protection.” The proposed amendment will remove the mention of “on-site wastewater disposal systems” in relation to stream corridor setbacks which are regulated by Salt Lake County Health Department to the Town of Brighton Council for adoption with the following amendment remove from 50 foot and replace no less than 100-foot setback or recommendation of the health department, whichever is greater. Planner: Curtis Woodward. For discussion. Pages: 32-44
- f. 2022-O-10-2 – An Ordinance Amending of Section 19.12.030 of the Brighton Code of Ordinances to eliminate mineral extraction and processing as a conditional use and explicitly prohibit the same and similar uses in the Forestry and Recreation zones; amend section 19.72.190 to eliminate mineral extraction and processing as a use for which waivers can be granted; amend section 19.76.030 regarding classification of permitted and conditional uses not listed in title 19; and to enact related regulations. Planner: Brian Tucker. For discussion. Pages: 45-52
- g. Review of Municipal Services District 2023 Calendar Year Budget. Presented by Keith Zuspan. For discussion. Pages: 53-55
- h. Ordinance 2022-O-10-3: An Ordinance enacting Title 11, Chapter 4 "Vehicle Parking" of the Brighton Code of Ordinances to implement civil parking regulation for vehicle parking. The proposed ordinance establishes parking regulations near and on public roads and provides a civil notice enforcement process. If passed, this ordinance will also require amending the fee schedule to include the civil penalties. For discussion and possible action. Pages: 56-65
- i. Resolution 2022-R-10-1 repealing and replacing the Town of Brighton fee schedule to include civil penalties for vehicle parking violations. For discussion and possible action. Pages:66-86
- j. Discussion on hiring a Parking Enforcement Officer. For discussion.
- k. Welcome to Brighton Sign. For discussion.

9. PUBLIC INPUT The chat box will reopen for written public comment. You may also use the raise hand feature to provide verbal input.

10. REPORTS

- a. Mayor’s Report
- b. Council Members’ Reports
- c. Emergency Management Report
- d. BCCA Report

11. PROPOSALS FOR FUTURE AGENDA ITEMS

- a. General Plan Adoption
- b. Ordinance for MSD FEE Schedule 2023

BRIGHTON SHORT TERM RENTAL SUB COMMITTEE MEETING MINUTES

Wednesday, September 7th, 2022 at 3:00pm

*Approved at the Town Council Meeting 9/13/22

ATTENDANCE

Jenna Malone (meeting chair), Carolyn Keigley, Barbara Cameron, Jeff Bossard, Carole McCalla, Cameron Platt, Kara John, Sally Anderson, Brian Tucker, Erin O'Kelley, Jim Nakamura, Alicia Gonzalez, Dan Knopp, Ben Bennett, Chad Smith, Wendy Smith, Mark Brinton, Soroush Zaryoun, John, Ulrich Brunhart, Doug Fry, Abraham Vanderspek, Mike, Wayne Dial, Cheryl Lenzer, Mark, 801-833-2493, 385-222-0405

PUBLIC INPUT

- Ben Bennet provided a written and verbal comment.

My name is Ben Bennett. My family and I are part time residents of the Town of Brighton at 6270 Rivers End Road. I have two points to share:

1. First, on enforcement. I applaud the council's efforts to enforce existing regulations. During the last meeting, the Mayor related an egregious interaction between a full time resident and a short term renter. Carolyn, mentioned that she thought all hosts would agree that what happened was not acceptable. I agree that there is NO excuse for the type of behavior that was described. As unacceptable as that situation was, I also think that facts are important. The situation described was an exception and not the rule (thank goodness); The facts are that during a recent 12 month period, the town received 12 complaints via the Granicus system...that is 1 complaint per month! More than half of these complaints originated from a single host! The vast majority of hosts are law abiding, responsible individuals who care about their neighbors and who care about the community. I encourage the committee avoid actions that punish all hosts based on the failures of 1 to 2 individuals.
2. Second, I want to talk about problems and solutions. During the last meeting, Mayor Dan asked about how to contact the property owner of an unlicensed short term rental. MSD suggested some ideas about levying a fine for the owner of record. Another member of the public rightly commented that 'a fine that the owner doesn't pay until they sell their property is unlikely to bring about the immediate behavior change desired.' Did you know that there's another way to proactively address issues like this with no costs to the Town? I realize and appreciate that we can suggest during our 2 minute allotment. As someone who wants to be part of the solution, it would be helpful to know a) the specific set of problems the committee wishes to solve and then b) a means by which specific suggestions to address these issues should be shared (as 2 minutes may not be enough time to share the solution). I also realize that everyone's time is valuable so it would be helpful to know if the committee is genuinely open to suggestions and ideas. During the last meeting, Mayor

Dan noted that he doesn't want to pit neighbor against neighbor. He mentioned that he doesn't want a family with small kids to have short term rentals all around them. We personally have two small children who love to spend time in the mountains. I want them to feel safe regardless of who their neighbors are. There is no need to pit neighbor against neighbor as solutions exist. There are people on this call who desperately want to work together with this group to find solutions that are balanced and fair for everyone involved. Please help us understand how best to do that.

Thank you.

- Chad Smith is thankful for the continued discussion, transparency, and public involvement. He appreciates fostering a community feel but he doesn't think density limitations are the best option. It opposes a livable cohesive community if one neighbor can rent 100% of the time and another cannot depending on the luck of timing or a lottery. It will cause resentment and contention. He hopes we don't misalign our neighbors' goals. He suggested limiting the days per year as the best solution to limiting density. He realizes its difficult to enforce, but it has been done successfully in other communities because the fines are strict enough or losing a license would encourage people to stay honest. He encourages us to use the tools we have to enforce the restrictions we have. He encourages us to expand awareness and focus on the bad actors rather than make restrictions that would prevent potential good actors from participating in the future.
- Kara John commented in response to an email question. A Granicus complaints hotline chart pdf was uploaded to the notice. It describes the path a caller can take depending whether they want to stay anonymous or receive a call back, etc. There was also a question about how the system identifies rentals with licenses vs no licenses. The MSD provides a monthly list of STR licenses which are then passed on to Granicus to mark as compliant in their system. They obtain data by crawling around 60 rental platforms and gathering data on those listings to then identify the addresses.
- Wendy Smith is from Silver Lake Estates #8. She thanked the committee for taking the approach of using the tools we have to handle enforcement. Density does not seem like the way to achieve the community we want. There should be a stiff fine the first time and maybe the second time they lose their ability to rent. Silver Lake Estates are ski-in properties, and it doesn't make sense to only allow a few of the homes to be able to rent in this area.
- Soroush Zaryoun is a part time resident at 6252 S Greens Basin Rd. He appreciates the openness and transparency that the committee is putting out for the residents. He doesn't think Solitude should be treated differently if we try to address density. Solitude should not be excluded from the density discussion since they contribute to the traffic in the canyon as well as share in the resources, trash collection, etc. It may be a different

population that stays at the resort vs the experience you get from staying in the neighborhood.

BUSINESS

Code Enforcement update presented by the MSD.

Sally Anderson, from the MSD (Municipal Services District) Code Enforcement Team, reported that although she was unable to attend the last meeting, it has been communicated to her that they will enforce all applicants who are in the process and who continue to rent. She asked for guidance as to whether she should be retroactively enforcing anyone who rented illegally since February or to start enforcing now and continue moving forward. Alternatively, she could charge a onetime fee of \$650 to anyone who has rented and then \$650 per day from now on.

Sally reported on the various letters that she sent out. In November, three kinds of letters went out to 828 property owners. The first were to non-compliant short-term rentals about how to apply for land use and a business license. The second letter went to Solitude owners for how to get a business license since they aren't required to go through the land use process. The third letter was a general information letter to all property owners to educate them on short term rental regulations.

The final letters went to those that were expected to be renting without a license and it explained the \$650 fine per day for continuing to rent. This letter did not go to anyone who had started the business license process.

Cameron Platt explained that the requirements and the fee schedule were published in the town code so even if a resident didn't receive the final warning letter because they were in process, they could be fined. We can either charge everyone a single \$650 fee to encourage them to get permitted and add daily fees if they don't comply or, we can go back and count reviews for anytime someone stayed since the amnesty period ended. That price could be reduced if they come into compliance. The initiative all along was for people to comply rather than collect fines.

Jeff Bossard pointed out that people have had a year to come into compliance, so it would be fair to fine a \$650 onetime fee for all violators. Since compliance has been our goal all along, we could be extremely generous and set a time frame of December 1st to comply before a daily rental fee of \$650 accrues.

Carolyn Keigley agreed with this.

Barbara Cameron had a call from someone who had been renting without a permit because she'd gotten feedback from others that no one cares if people rent without a permit. After speaking with this resident, Barbara thinks that it would be better to start enforcement now or by the December 1st date rather than implement retroactive fines since we haven't been enforcing all along.

Carole McCalla agreed with Barbara because she's been through the process multiple times for the properties she manages. She thinks people have been trying to get through the process, and in her experience, it isn't as smooth as it could be.

There are between 14 and 16 that are pending land use approval, and about 5 that have not started the process at all, which is a big improvement from where we started. Sally has visited these homes and has not yet caught renters at any of these properties. Sally sent emails to the pending applicants on August 17th asking people to reach out to the MSD to learn what steps they need to follow to complete the

process and that there will be enforcement for renting without a permit. They will be using reviews to go after the people who have not started the process at all.

Carolyn mentioned that we have given a lot of time to come into compliance and ignorance isn't an excuse to continuing to rent.

The difference between the previously used conditional use process vs the current permitted use process were discussed. Jim Nakamura from the MSD explained that the conditional use required the applicant to get on the Planning Commission agenda which could take several months, so without that step the current process is faster to move through. Some of the delays with the permitted use process can be because a property does not meet building and fire code requirements. Jim clarified there is not an inspection in the land use process. Plan submittals are how they review properties. If plans don't have the required information, then the MSD sends it back to the owner to make the needed changes. Once an application gets land use approval, the business license is relatively quick if they can complete a building and fire inspection. Brian Tucker added that the biggest cause of delays is that owners don't resubmit their plans when things need to be corrected. In some cases, they need a remodel permit before they can move forward with the land use permit. If they don't have water or sewer connections their applications aren't accepted.

Discussion on ordinance prohibiting Fractional Shareholders from renting short-term

Cameron Platt has not yet identified how to prohibit fractional ownership, but he thinks with more research he may be able to identify the solution. Jenna thinks that the community is aligned on not wanting big investment corporations to come in to purchase homes to be turned into short term rentals. It was clarified that this is not to prevent the properties that are owned by several family members. Many of the properties up here have been in the family for multiple generations. Sometimes they choose to rent to offset expenses when they aren't using it themselves.

Alternatively, what is happening in other resort communities is the sale of a house to many different families who may then opt to use their portion commercially as an STR for investment purposes. The issue is that it sets the stage for absentee landlords with no investment in the community. What we're trying to protect is affordable housing and the character of the community. It could be complicated to regulate the amount, or percentage of ownership because of property rights.

Discussion on ordinance limiting one short term rental per owner.

Cameron and Polly will do more research to determine how to legally enforce this kind of ordinance. Counter to Cameron's understanding, Jim Nakamura provided information that permitted use is like conditional use in that the permission stays with the property even if it is sold. If the use is abandoned with a year lapse without activity, then they must go back and reestablish the use. The business license is not transferable and needs to be reapplied for under new ownership. Barbara Cameron would like to exclude Solitude from the rule that an owner can have only one short-term rental. The idea is for this to apply in our residential communities, and it doesn't need to extend to businesses.

Discussion on what limiting STRs by density might look like.

Jenna Malone introduced the topic and commented that Solitude is in the Mountain Resort Zone (MRZ) which is different from the rest of the community. They are set up for lodging and have invested in extra law enforcement, trash pickup, and they handle their own snow removal. As a commercial zone they

have a totally different feel than a neighborhood such as Forest Glen. Solitude is a great place for short-term rentals. She is curious to hear how the community around the Brighton Resort feels about short term rentals and it may be similar to Solitude. Jeff and Carolyn shared an article from Steamboat Springs where they had created a map with color coated, stoplight zones. Green is commercial with no density restrictions; yellow areas would be for residential with some density restrictions, and red where STRs are not permitted. In considering density, Jenna finds it unfair that those with permits would be grandfathered in. She reminded that three violations in six months results in a suspended permit.

Carolyn explained that the communities that have worked on zones, such as South Lake Tahoe, have selected neighborhoods near the resorts and casinos to have no limits for STRs. Areas farther away are protected as residential zones. This was first put in place by the town and then by the county so that it will remain that way. Other towns have come up with requirements with so many feet between STRs so that one resident isn't surrounded. When a street becomes a row of rentals it's more like a commercial motel strip rather than a residential zone.

Jeff described a tier system that Tom Ward, from the Planning Commission, suggested. The first tier is for someone renting out a single room in their house which would be unlimited. The next tier is for renting out an entire house but of a small size of three bedrooms or less. Homes that have more than 4 bedrooms would have a bigger impact and would be limited further.

Carole agreed that Brighton and Solitude are different areas. The main complaints come from Silver Fork and are more of an issue of bad hosting than an issue with rentals themselves.

Barbara likes the idea of stoplight zones as well as looking again at limiting the number of nights a place can be rented. Our last deliberations were close at 180 day maximum. She also thought of limiting rentals based on road grade. Properties on a 12% grade could be prohibited from renting.

PUBLIC INPUT

Mark Brinton appreciates the hard work the committee is doing. He has also been reading about the solutions in Steamboat Springs and Tahoe in the news and he recognizes these are challenging questions. As someone who is permitted, he acknowledged it takes a bit of time and effort, but people should be through the process by now. In future deliberations, he encouraged the subcommittee to take into consideration the perspective of those legally renting under the current laws and how these changes will affect them.

Cameron Platt asked for direction on how the committee would recommend limiting density. He also confirmed that we can't retroactively change things for people who are compliant. Regarding enforcement for limiting the number of days that can be rented in a year, it will be labor intensive to enforce. There must be evidence to prove how many days they've rented. We could require people to provide documentation to help. He also asked for guidance on what number or percentage the committee numbers are comfortable with. Zones may be the best way to set limits rather than across the entire town. It was decided that more community feedback is needed to help determine the desired limits.

Soroush Zaryoun thanked the subcommittee for letting the community be a part of this decision making process. He's had the cabin since July of 2020. As soon as he received the letter, he stopped renting which resulted in significant cost to him. He learned today that he could have continued renting illegally

and only been slapped with a \$650 fine. It raises the question of equity. He didn't qualify for a business license because of no year-round water. He's been working with the water company to change that. He started his permit in May and it is still in the land use review. He's been very prompt with his responses throughout the process. He is willing to share his experience with anyone willing to listen.

Chad appreciates the conversation where people are talking about varying levels and degrees of nuance to solve specific problems in specific areas. He's glad to see it won't be a one size fits all for the whole canyon. He will get back to Jeff with examples and solutions.

CHAT BOX COMMENTS:

00:08:02 Ben Bennett #501: Good afternoon. I'd love to share some public comments when the time allows. Thank you

Jeff Bossard moved to adjourn the meeting and Barbara Cameron seconded this. The meeting was adjourned at 4:38PM.

Submitted by Kara John, Town Clerk

BRIGHTON, UTAH
RESOLUTION 2022-X

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONSULTING AGREEMENT WITH AECOM
TECHNICAL SERVICES, Inc. FOR THE BIG COTTONWOOD CANYON MOBILITY ACTION PLAN FOR ITS
PORTION OF \$100,000**

WHEREAS, the Brighton Town Council ("Council") met in regular meeting on October 11, 2022, to consider, among other things, authorizing the Mayor to enter into a consulting agreement and AECOM Technical Services, Inc for the Big Cottonwood Canyon Mobility Action Plan on the terms and conditions specified in that agreement ("Agreement"); and

WHEREAS, the Town of Brighton ("Brighton") will contribute \$100,000 of the \$155,000 cost of the Agreement with Cottonwood Heights, CWC, Brighton Resort and Solitude also contributing; and

WHEREAS, the Town of Brighton ("Brighton") is a member of the CWC board; and

WHEREAS, the CWC did a request for proposal and will administer the Agreement; and

WHEREAS, the CWC adopted Resolution 2022-41 Approving the Agreement; and

WHEREAS, the Council has reviewed the form of the Agreement which is attached hereto; and

WHEREAS, after careful consideration, the Council has determined it is in the best interest of Brighton to approve and ratify Brighton's entry into the Agreement as proposed; and

NOW, THEREFORE, BE IT RESOLVED by the Council that the Agreement is approved and the Mayor and Town Clerk are hereby authorized to execute the Agreement on behalf of Brighton.

This Resolution shall take effect upon passage.

PASSED AND APPROVED this 11th day of October, 2022.

TOWN OF BRIGHTON

By: _____
Dan Knopp, Mayor

ATTEST:

Kara John, Town Clerk

Exhibit 1: Consulting Agreement

Consulting Agreement

THIS CONSULTING AGREEMENT (this “*Agreement*”) is entered into effective 3 October 2022 by and among **CENTRAL WASATCH COMMISSION**, an interlocal entity of the state of Utah whose address is 41 North Rio Grande Street, Suite 102, Salt Lake City, Utah 84101 (“*CWC*”); **TOWN OF BRIGHTON**, a Utah municipality whose address is 7688 South Big Cottonwood Canyon Road, Brighton, UT 84121 (“*Brighton Town*”); city of **COTTONWOOD HEIGHTS**, a Utah municipality whose address is 2277 East Bengal Blvd., Cottonwood Heights, UT 84121 (“*Cottonwood Heights*”) (*CWC*, *Brighton Town* and *Cottonwood Heights* are collectively referred to herein as the “*Public Entities*”); **BOYNE USA, INC.**, an Idaho corporation d/b/a Brighton Ski Resort whose address is 8302 South Brighton Loop Road, Brighton, UT 84121 (“*Brighton Resort*”); and **SOLITUDE MOUNTAIN SKI AREA LLC**, a Utah limited liability company d/b/a Solitude Mountain Resort whose address is 12000 East Big Cottonwood Canyon, Solitude, UT 84121 (“*Solitude*”) (*Brighton Resort* and *Solitude* are collectively referred to herein as the “*Resorts*” and the *Public Entities* and the *Resorts* are collectively referred to herein as the “*Principals*”); and **AECOM TECHNICAL SERVICES, INC.**, a corporation whose address is 756 East Winchester Street, Ste. 400, Murray, UT 84107 (“*Provider*”).

RECITALS:

A. The *Public Entities* are governmental entities with jurisdiction over and/or interest in Big Cottonwood Canyon (“*BCC*”) located in Salt Lake County, Utah, and the *Resorts* are mountain resorts located in BCC that offer world-class skiing and other recreational activities to the general public.

B. The *Principals*, desiring to obtain a study by a qualified consultant of current and future traffic trends in BCC to aid in the development of a plan for future transportation investments in BCC, caused to be issued a request for proposals dated __ August 2022 (the “*Request*”) seeking a qualified provider for such consulting services.

C. *Provider* has significant experience and professional expertise in providing services of the type desired by the *Principals*, and on or about 30 August 2022 submitted a response (excluding pages 56-68 thereof, the “*Proposal*”) to the *Request* detailing the services that *Provider* would perform if engaged by the *Principals*.

D. After reviewing the *Proposal*, the *Principals* have determined to retain *Provider* to provide the subject services.

E. By this *Agreement*, the *Principals* desire to retain *Provider*, and *Provider* desires to be retained by the *Principals*, to perform the services on the terms and conditions specified herein.

F. The parties intend to identify herein the services to be performed for the *Principals* by *Provider*, the basis of compensation for such services, and to otherwise set forth their entire agreement concerning such services. Consequently, this *Agreement* shall supersede any and all prior or contemporaneous negotiations and/or agreements, oral and/or written, between the parties concerning the services to be provided under this *Agreement*.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, the mutual covenants and

undertakings of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. **Engagement of Provider; Project Manager.**

(a) **Engagement of Provider.** The Principals hereby engage Provider, and Provider hereby agrees, to perform the Services (defined below) as specified in this Agreement.

(b) **Project Manager.** The Principals hereby appoint CWC to act as their project manager hereunder. As such, CWC shall be the point of contact between Provider and the Principals and shall be authorized to oversee and direct Provider's performance of the Services for benefit of the Principals in a manner that CWC reasonably believes will best assure that the deliverables resulting from the Services are responsive to the Principals' purposes in entering into and performing under this Agreement. In performing the Services, Provider shall be entitled to seek input only from CWC and to rely on CWC's directions concerning Provider's performance of the Services.

Section 2. **Scope of Services.** Provider shall provide the services to the Principals that are described in the Proposal as well as all ancillary and associated services as may be reasonably necessary or advisable to complement and complete the services described in the Proposal (collectively, the "*Services*"), all as contemplated by all applicable legal requirements and the degree of professional skill, quality and care ordinarily exercised by members of Provider's profession currently practicing in Salt Lake County, Utah (the "*Standard of Care*"). Subject to the foregoing, the Services shall include the following:

(a) **Phases.** The Services shall be divided into the phases, steps and work described in the Proposal.

(b) **Public Meetings.** Provider shall attend such public meetings of CWC concerning the Services as CWC reasonably may direct. CWC shall schedule and advertise all public meetings or hearings. CWC may request Provider to make a presentation concerning the Services at one or more public meetings in order to receive public input and direction from CWC. All reasonable and final adjustments and amendments to the resulting deliverables as directed by CWC will be made by Provider prior to Provider's deemed completion of the Services.

(c) **Schedule.** It is anticipated that the Services will be completed by 31 May 2023 as outlined in the Proposal. Provider shall comply with such performance schedule for the component Services as CWC reasonably may direct upon reasonable prior notice to Provider.

(d) **Deliverables.** Provider shall provide all deliverables identified in the Proposal, as well as such other documentation and deliverables as CWC reasonably may request.

(e) **Other Services.** Provider shall perform other services and work as specified in the Proposal, or as may be mutually agreed to by the parties in writing.

Notwithstanding the foregoing, however, the parties agree that (i) the study (the "*MAP*") resulting from Provider's Services will be subject to several reviews, iterations, and refinement prior to any of the options being implemented, and (ii) while high-level, conceptual options will be developed in support of the study, the MAP will not include delivery of formal design plans or design-related calculations.

If Provider believes that any of the aforementioned Services merit payment of any additional fee beyond the Base Fee (defined below), then Provider shall so inform CWC in advance before undertaking any of such additional services, describing the need for such additional services and the not to exceed cost of providing them. If CWC desires Provider to proceed with any such additional services, CWC shall so inform Provider in writing. Provider may not perform any additional services, or seek compensation therefor, without CWC’s prior written consent.

Section 3. **Fees for Services.** CWC, on behalf of the Principals, shall pay Provider for Services actually performed as follows: (a) \$154,743.76 for the Services outlined in the Proposal (the “*Base Fee*”); and (b) a pre-approved price for any additional related Services under section 2, above, as mutually agreed by CWC and Provider in advance, in writing, on a case-by-case basis.

Section 4. **Method and Allocation of Payment.** Upon completion of the Services, Provider shall submit a detailed invoice to CWC setting forth the Services performed. CWC promptly shall forward a copy of Provider’s invoice to the other Principals, each of whom shall remit to CWC its portion of the invoiced amount on a proportionate basis as follows:

<u>Principal</u>	<u>Percentage Share</u>	<u>Not to Exceed Maximum</u>
Brighton Town	64.52%	\$100,000
Cottonwood Heights	9.68%	\$ 15,000
CWC	6.45%	\$ 10,000
Brighton Resort	9.68%	\$ 15,000
Solitude	9.68%	\$ 15,000

Each of the Principals shall pay (or provide a reasoned objection to) its share of the amount set forth in the invoice within 20 days after receipt from CWC of a copy of Provider’s invoice. CWC shall remit the invoiced amount to Provider within 30 days after CWC’s receipt of Provider’s invoice.

Section 5. **Services Performed in a Professional, Reasonable Manner.** Provider shall perform the Services in a professional, reasonable, responsive manner in compliance with the Proposal, all laws, and the Standard of Care. Subject to the foregoing, the exact nature of how the Services are to be performed and other matters incidental to providing the Services shall remain with Provider.

Section 6. **Personnel, Equipment and Facilities.** Except as otherwise specified in this Agreement, Provider shall at its sole cost furnish all supervision, personnel, labor, equipment, materials, supplies, office space, communication facilities, vehicles for transportation and identification cards, and shall obtain all licenses and permits necessary to performing any and all of the Services. Provider shall not use any Principal’s staff as a means to perform the Services in lieu of using Provider’s own staff, nor shall Provider perform any of the Services on any Principal’s premises or utilizing any Principal’s equipment or supplies; provided, however, that CWC shall endeavor to provide to Provider any support specified in the Proposal.

Section 7. **Term.** This Agreement shall be effective on the date hereof. This Agreement shall terminate no later than 30 June 2023 or such later date as CWC reasonably may designate after consultation with the Principals.

Section 8. **Assignment and Delegation.** If Provider chooses to subcontract to one or more third parties any part(s) of the Services, such subcontract shall be at Provider's own risk, and Provider shall remain fully responsible for the full, timely and proper performance of all of the Services.

Section 9. **Independent Contractor Status.** Provider shall perform the Services as an independent contractor, and all persons employed by Provider in connection herewith shall be employees or independent contractors of Provider and not employees of any of the Principals in any respect.

(a) **Control.** Provider shall have complete control and discretion over all personnel providing Services hereunder.

(b) **Salary and Wages.** The Principals shall not have any obligation or liability for the payment of any salaries, wages or other compensation to personnel providing Services hereunder.

(c) **No Employment Benefits.** All personnel providing Services are and shall be and remain Provider's employees, and shall have no right to any pension, civil service, or any other benefits from any of the Principals pursuant to this Agreement or otherwise.

Section 10. **Termination.** Either the Principals (acting through CWC) or Provider may terminate this Agreement, without cause, upon at least 30 days' prior written notice to the other party. Either party also may terminate this Agreement for cause upon at least ten days' prior written notice and opportunity to cure to the defaulting party. Neither party shall have any liability to the other for damages nor other losses because of termination of this Agreement, provided; however, that the Principals shall pay Provider all amounts due for actual work performed within the scope of Services before the effective date of the termination, as specified herein.

Section 11. **Indemnification.** Provider shall defend, indemnify, save and hold harmless the Principals (including, without limitation, their respective officers, employees, authorized agents, successors and assigns) from and against any and all demands, liabilities, claims, damages, actions and/or proceedings, in law or equity (including reasonable attorneys' fees and cost of suit), relating to or arising in any way from the Services provided, or to be provided, hereunder to the extent such demands, liabilities, claims, damages, actions and/or proceedings are caused by the simple negligence, gross negligence, recklessness or intentional misconduct of Provider (or any officers, employees, agents, subcontractors, etc. of Provider), or under any other applicable legal theory, and shall be effective whether or not such negligence, recklessness or other misconduct reasonably was foreseeable. Nothing herein shall, however, require Provider to indemnify the Principals as provided in this section with respect to (a) a Principal's own negligence or intentional misconduct, or (b) any demand, liability, claim, damage, action and/or proceeding not alleged to relate to the Services provided, or to be provided, by Provider hereunder.

Section 12. **Laws and Regulations.** Provider shall at all times comply with all applicable laws, statutes, rules, regulations, and ordinances, including without limitation, those governing wages, hours, desegregation, employment discrimination, workers' compensation, employer's liability and safety. Provider shall comply with equal opportunity laws and regulations to the extent that they are applicable.

Section 13. **Non-Exclusive Rights.** Nothing in the Agreement is to be construed as

granting to Provider any exclusive right to perform any or all Services (or similar services) now or hereafter required by any of the Principals.

Section 14. **Conflict Resolution.** Except as otherwise provided for herein, any dispute between the parties regarding the Services which is not disposed of by agreement shall be decided by CWC, which shall provide written notice of the decision to Provider. Such decision by CWC shall be final unless Provider, within 30 calendar days after such notice of CWC's decision, provides to CWC a written notice of protest, stating clearly and in detail the basis thereof. Provider shall continue its performance of this Agreement during such resolution. If the parties do not thereafter agree to a mutually-acceptable resolution, then they shall resolve the dispute pursuant to section 15 below.

Section 15. **Claims and Disputes.** Unresolved claims, disputes and other issues between the parties arising out of or related to this Agreement shall be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah. Unless otherwise terminated pursuant to the provisions hereof or otherwise agreed in writing, Provider shall continue to perform the Services during any such litigation proceedings and the Principals shall continue to make undisputed payments to Provider in accordance with the terms of this Agreement.

Section 16. **Notices.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the parties at their respective addresses set forth above or such other address(es) as may have been previously provided to the other party by notice hereunder.

Section 17. **Conflicts; Omissions.** In the event of inconsistencies within or between this Agreement, the Proposal or applicable legal requirements, Provider shall (a) provide the better quality or greater quantity of Services, or (b) comply with the more beneficial requirements to the Principals, either or both in accordance with CWC's interpretation.

Section 18. **Additional Provisions.** The following provisions also are integral to this Agreement:

(a) **Titles and Captions.** All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts hereof.

(b) **Pronouns and Plurals.** Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.

(c) **Applicable Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the state of Utah.

(d) **Integration.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

(e) Time. Time is the essence hereof.

(f) 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.

(g) Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

(h) Rights and Remedies. The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

(i) Severability. In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

(j) Litigation. If any action, suit or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the non-prevailing party.

(k) Exhibits. All exhibits annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.

(l) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

(m) Authorizations. Each person signing this Agreement represents and warrants that he is authorized to sign this Agreement for the party indicated.

(n) Right to Rely. Provider shall be entitled to rely on the accuracy of any information affirmatively provided by CWC and Principals which is accompanied by the provider's written statement of such accuracy.

(o) Force Majeure. Each date by which a condition or obligation (other than a payment obligation) set forth herein must be satisfied shall be extended by the number of days (in no

event more than an aggregate 120 days) during which satisfaction of such condition or obligation is necessarily delayed by strikes; lockouts; civil strife; war; natural disasters; acts of God; pandemics, unavailability of materials or supplies; delays by governmental authorities in giving any required approvals; or any other events beyond the control of the party required to perform, so long as the party charged with performance in that situation diligently pursues such performance.

DATED effective the date first-above written.

CWC:

ATTEST:

CENTRAL WASATCH COMMISSION,
a Utah interlocal entity

By: _____
Jeff Silvestrini, Secretary

By: _____
Christopher F. Robinson, Chairman

[Additional signature pages follow]

BRIGHTON TOWN:

ATTEST:

TOWN OF BRIGHTON, a Utah municipality

By: _____
Kara John, Clerk

By: _____
Danial E. Knopp, Mayor

COTTONWOOD HEIGHTS:

ATTEST:

COTTONWOOD HEIGHTS, a Utah municipality

By: _____
Paula Melgar, Recorder

By: _____
Michael T. Weichers, Mayor

BRIGHTON RESORT:

ATTEST:

BOYNE USA, INC., an Idaho corporation d/b/a
Brighton Ski Resort

By: _____

By: _____

Name & Title: _____

Name & Title: _____

SOLITUDE:

ATTEST:

SOLITUDE MOUNTAIN SKI AREA LLC d/b/a
Solitude Mountain Resort

By: _____

By: _____

Name & Title: _____

Name & Title: _____

PROVIDER:

AECOM TECHNICAL SERVICES, INC., a
corporation

By: _____

Name & Title: _____

CENTRAL WASATCH COMMISSION

RESOLUTION No. 2022-41

A RESOLUTION APPROVING A CONSULTING AGREEMENT WITH AECOM TECHNICAL SERVICES, INC. FOR THE BIG COTTONWOOD CANYON MOBILITY ACTION PLAN

WHEREAS, the board of commissioners (the "Board") of the Central Wasatch Commission interlocal entity (the "CWC") met in regular session on 3 October 2022 to consider, among other things, approving and ratifying the CWC's entry into a consulting agreement with AECOM Technical Services, Inc. for the Big Cottonwood Canyon traffic analysis and mobility action plan on the terms and conditions specified in that agreement (the "Agreement"); and

WHEREAS, the Board has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

WHEREAS, after careful consideration, the Board has determined that it is in the best interest of the CWC to approve and ratify the CWC's entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Central Wasatch Commission that the attached Agreement is hereby approved and ratified, and that the CWC's chair and secretary are authorized and directed to execute and deliver the Agreement on behalf of the CWC.

This Resolution, assigned no. 2022-41, shall take effect as provided herein.

PASSED AND APPROVED this 10th day of January 2022.

ATTEST:

CENTRAL WASATCH COMMISSION

By: _____
Jeff Silvestrini, Secretary

By: _____
Christopher F. Robinson, Chair of the Board

VOTING OF THE BOARD:

Roger Bourke	Yea ___ Nay ___
Dan Knopp	Yea ___ Nay ___
Erin Mendenhall	Yea ___ Nay ___
Christopher Robinson	Yea ___ Nay ___
Jeff Silvestrini	Yea ___ Nay ___
Michael Weichers	Yea ___ Nay ___
Nann Worel	Yea ___ Nay ___
Monica Zoltanski	Yea ___ Nay ___

DEPOSITED in the office of the Secretary this 3rd day of October 2022.

FILED AND RECORDED this ___ day of October 2022.

Consulting Agreement

THIS CONSULTING AGREEMENT (this “*Agreement*”) is entered into effective 3 October 2022 by and among **CENTRAL WASATCH COMMISSION**, an interlocal entity of the state of Utah whose address is 41 North Rio Grande Street, Suite 102, Salt Lake City, Utah 84101 (“*CWC*”); **TOWN OF BRIGHTON**, a Utah municipality whose address is 7688 South Big Cottonwood Canyon Road, Brighton, UT 84121 (“*Brighton Town*”); city of **COTTONWOOD HEIGHTS**, a Utah municipality whose address is 2277 East Bengal Blvd., Cottonwood Heights, UT 84121 (“*Cottonwood Heights*”) (*CWC*, *Brighton Town* and *Cottonwood Heights* are collectively referred to herein as the “*Public Entities*”); **BOYNE USA, INC.**, an Idaho corporation d/b/a Brighton Ski Resort whose address is 8302 South Brighton Loop Road, Brighton, UT 84121 (“*Brighton Resort*”); and **SOLITUDE MOUNTAIN SKI AREA LLC**, a Utah limited liability company d/b/a Solitude Mountain Resort whose address is 12000 East Big Cottonwood Canyon, Solitude, UT 84121 (“*Solitude*”) (*Brighton Resort* and *Solitude* are collectively referred to herein as the “*Resorts*” and the *Public Entities* and the *Resorts* are collectively referred to herein as the “*Principals*”); and **AECOM TECHNICAL SERVICES, INC.**, a corporation whose address is 756 East Winchester Street, Ste. 400, Murray, UT 84107 (“*Provider*”).

RECITALS:

A. The Public Entities are governmental entities with jurisdiction over and/or interest in Big Cottonwood Canyon (“*BCC*”) located in Salt Lake County, Utah, and the Resorts are mountain resorts located in BCC that offer world-class skiing and other recreational activities to the general public.

B. The Principals, desiring to obtain a study by a qualified consultant of current and future traffic trends in BCC to aid in the development of a plan for future transportation investments in BCC, caused to be issued a request for proposals dated __ August 2022 (the “*Request*”) seeking a qualified provider for such consulting services.

C. Provider has significant experience and professional expertise in providing services of the type desired by the Principals, and on or about 30 August 2022 submitted a response (excluding pages 56-68 thereof, the “*Proposal*”) to the Request detailing the services that Provider would perform if engaged by the Principals.

D. After reviewing the Proposal, the Principals have determined to retain Provider to provide the subject services.

E. By this Agreement, the Principals desire to retain Provider, and Provider desires to be retained by the Principals, to perform the services on the terms and conditions specified herein.

F. The parties intend to identify herein the services to be performed for the Principals by Provider, the basis of compensation for such services, and to otherwise set forth their entire agreement concerning such services. Consequently, this Agreement shall supersede any and all prior or contemporaneous negotiations and/or agreements, oral and/or written, between the parties concerning the services to be provided under this Agreement.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the premises, the mutual covenants and undertakings of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. **Engagement of Provider; Project Manager.**

(a) *Engagement of Provider.* The Principals hereby engage Provider, and Provider hereby agrees, to perform the Services (defined below) as specified in this Agreement.

(b) *Project Manager.* The Principals hereby appoint CWC to act as their project manager hereunder. As such, CWC shall be the point of contact between Provider and the Principals and shall be authorized to oversee and direct Provider's performance of the Services for benefit of the Principals in a manner that CWC reasonably believes will best assure that the deliverables resulting from the Services are responsive to the Principals' purposes in entering into and performing under this Agreement. In performing the Services, Provider shall be entitled to seek input only from CWC and to rely on CWC's directions concerning Provider's performance of the Services.

Section 2. **Scope of Services.** Provider shall provide the services to the Principals that are described in the Proposal as well as all ancillary and associated services as may be reasonably necessary or advisable to complement and complete the services described in the Proposal (collectively, the "*Services*"), all as contemplated by all applicable legal requirements and the degree of professional skill, quality and care ordinarily exercised by members of Provider's profession currently practicing in Salt Lake County, Utah (the "*Standard of Care*"). Subject to the foregoing, the Services shall include the following:

(a) *Phases.* The Services shall be divided into the phases, steps and work described in the Proposal.

(b) *Public Meetings.* Provider shall attend such public meetings of CWC concerning the Services as CWC reasonably may direct. CWC shall schedule and advertise all public meetings or hearings. CWC may request Provider to make a presentation concerning the Services at one or more public meetings in order to receive public input and direction from CWC. All reasonable and final adjustments and amendments to the resulting deliverables as directed by CWC will be made by Provider prior to Provider's deemed completion of the Services.

(c) *Schedule.* It is anticipated that the Services will be completed by 31 May 2023 as outlined in the Proposal. Provider shall comply with such performance schedule for the component Services as CWC reasonably may direct upon reasonable prior notice to Provider.

(d) *Deliverables.* Provider shall provide all deliverables identified in the Proposal, as well as such other documentation and deliverables as CWC reasonably may request.

(e) *Other Services.* Provider shall perform other services and work as specified in the Proposal, or as may be mutually agreed to by the parties in writing.

If Provider believes that any of the aforementioned Services merit payment of any additional fee beyond the Base Fee (defined below), then Provider shall so inform CWC in advance before undertaking any of such additional services, describing the need for such additional services and the not to exceed cost of providing them. If CWC desires Provider to proceed with any such additional services, CWC shall so inform Provider in writing. Provider may not perform any additional services, or seek compensation therefor, without CWC’s prior written consent.

Section 3. **Fees for Services.** CWC, on behalf of the Principals, shall pay Provider for Services actually performed as follows: (a) \$154,743.76 for the Services outlined in the Proposal (the “*Base Fee*”); and (b) a pre-approved price for any additional related Services under section 2, above, as mutually agreed by CWC and Provider in advance, in writing, on a case-by-case basis.

Section 4. **Method and Allocation of Payment.** Upon completion of the Services, Provider shall submit a detailed invoice to CWC setting forth the Services performed. CWC promptly shall forward a copy of Provider’s invoice to the other Principals, each of whom shall remit to CWC its portion of the invoiced amount on a proportionate basis as follows:

<i><u>Principal</u></i>	<i><u>Percentage Share</u></i>	<i><u>Not to Exceed Maximum</u></i>
Brighton Town	64.52%	\$100,000
Cottonwood Heights	9.68%	\$ 15,000
CWC	6.45%	\$ 10,000
Brighton Resort	9.68%	\$ 15,000
Solitude	9.68%	\$ 15,000

Each of the Principals shall pay (or provide a reasoned objection to) its share of the amount set forth in the invoice within 20 days after receipt from CWC of a copy of Provider’s invoice. CWC shall remit the invoiced amount to Provider within 30 days after CWC’s receipt of Provider’s invoice.

Section 5. **Services Performed in a Professional, Reasonable Manner.** Provider shall perform the Services in a professional, reasonable, responsive manner in compliance with the Proposal, all laws, and the Standard of Care. Subject to the foregoing, the exact nature of how the Services are to be performed and other matters incidental to providing the Services shall remain with Provider.

Section 6. **Personnel, Equipment and Facilities.** Except as otherwise specified in this Agreement, Provider shall at its sole cost furnish all supervision, personnel, labor, equipment, materials, supplies, office space, communication facilities, vehicles for transportation and identification cards, and shall obtain all licenses and permits necessary to performing any and all of the Services. Provider shall not use any Principal’s staff as a means to perform the Services in lieu of using Provider’s own staff, nor shall Provider perform any of the Services on any Principal’s premises or utilizing any Principal’s equipment or supplies; provided, however, that CWC shall endeavor to provide to Provider any support specified in the Proposal.

Section 7. **Term.** This Agreement shall be effective on the date hereof. This Agreement shall terminate no later than 30 June 2023 or such later date as CWC reasonably may designate after consultation with the Principals.

Section 8. **Assignment and Delegation.** If Provider chooses to subcontract to one or more third parties any part(s) of the Services, such subcontract shall be at Provider's own risk, and Provider shall remain fully responsible for the full, timely and proper performance of all of the Services.

Section 9. **Independent Contractor Status.** Provider shall perform the Services as an independent contractor, and all persons employed by Provider in connection herewith shall be employees or independent contractors of Provider and not employees of any of the Principals in any respect.

(a) **Control.** Provider shall have complete control and discretion over all personnel providing Services hereunder.

(b) **Salary and Wages.** The Principals shall not have any obligation or liability for the payment of any salaries, wages or other compensation to personnel providing Services hereunder.

(c) **No Employment Benefits.** All personnel providing Services are and shall be and remain Provider's employees, and shall have no right to any pension, civil service, or any other benefits from any of the Principals pursuant to this Agreement or otherwise.

Section 10. **Termination.** Either the Principals (acting through CWC) or Provider may terminate this Agreement, without cause, upon at least 30 days' prior written notice to the other party. Either party also may terminate this Agreement for cause upon at least ten days' prior written notice and opportunity to cure to the defaulting party. Neither party shall have any liability to the other for damages nor other losses because of termination of this Agreement, provided; however, that the Principals shall pay Provider all amounts due for actual work performed within the scope of Services before the effective date of the termination, as specified herein.

Section 11. **Indemnification.** Provider shall defend, indemnify, save and hold harmless the Principals (including, without limitation, their respective officers, employees, authorized agents, successors and assigns) from and against any and all demands, liabilities, claims, damages, actions and/or proceedings, in law or equity (including reasonable attorneys' fees and cost of suit), relating to or arising in any way from the Services provided, or to be provided, hereunder to the extent such demands, liabilities, claims, damages, actions and/or proceedings are caused by the simple negligence, gross negligence, recklessness or intentional misconduct of Provider (or any officers, employees, agents, subcontractors, etc. of Provider), or under any other applicable legal theory, and shall be effective whether or not such negligence, recklessness or other misconduct reasonably was foreseeable. Nothing herein shall, however, require Provider to indemnify the Principals as provided in this section with respect to (a) a Principal's own negligence or intentional misconduct, or (b) any demand, liability, claim, damage, action and/or proceeding not alleged to relate to the Services provided, or to be provided, by Provider hereunder.

Section 12. **Laws and Regulations.** Provider shall at all times comply with all applicable laws, statutes, rules, regulations, and ordinances, including without limitation, those governing wages, hours, desegregation, employment discrimination, workers' compensation, employer's liability and safety. Provider shall comply with equal opportunity laws and regulations to the extent that they are applicable.

Section 13. **Non-Exclusive Rights.** Nothing in the Agreement is to be construed as granting to Provider any exclusive right to perform any or all Services (or similar services) now or hereafter required by any of the Principals.

Section 14. **Conflict Resolution.** Except as otherwise provided for herein, any dispute between the parties regarding the Services which is not disposed of by agreement shall be decided by CWC, which shall provide written notice of the decision to Provider. Such decision by CWC shall be final unless Provider, within 30 calendar days after such notice of CWC's decision, provides to CWC a written notice of protest, stating clearly and in detail the basis thereof. Provider shall continue its performance of this Agreement during such resolution. If the parties do not thereafter agree to a mutually-acceptable resolution, then they shall resolve the dispute pursuant to section 15 below.

Section 15. **Claims and Disputes.** Unresolved claims, disputes and other issues between the parties arising out of or related to this Agreement shall be decided by litigation in the Third Judicial District Court of Salt Lake County, Utah. Unless otherwise terminated pursuant to the provisions hereof or otherwise agreed in writing, Provider shall continue to perform the Services during any such litigation proceedings and the Principals shall continue to make undisputed payments to Provider in accordance with the terms of this Agreement.

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(j) Litigation. If any action, suit or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing party incident to such proceeding, including reasonable attorneys' fees, shall be paid by the non-prevailing party.

(k) Exhibits. All exhibits annexed to this Agreement are expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement, either in this Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such exhibits and writings.

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(o) Force Majeure. Each date by which a condition or obligation (other than a payment obligation) set forth herein must be satisfied shall be extended by the number of days (in no event more than an aggregate 120 days) during which satisfaction of such condition or obligation is necessarily delayed by strikes; lockouts; civil strife; war; natural disasters; acts of God; pandemics, unavailability of materials or supplies; delays by governmental authorities in giving any required approvals; or any other events beyond the control of the party required to perform, so long as the party charged with performance in that situation diligently pursues such performance.

DATED effective the date first-above written.

CWC:

ATTEST:

CENTRAL WASATCH COMMISSION,
a Utah interlocal entity

By: _____
Jeff Silvestrini, Secretary

By: _____
Christopher F. Robinson, Chairman

BRIGHTON TOWN:

ATTEST:

TOWN OF BRIGHTON, a Utah municipality

By: _____
Kara John, Clerk

By: _____
Danial E. Knopp, Mayor

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COTTONWOOD HEIGHTS, a Utah municipality

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By: _____

By: _____

Name & Title: _____

Name & Title: _____

SOLITUDE:

ATTEST:

SOLITUDE MOUNTAIN SKI AREA LLC d/b/a
Solitude Mountain Resort

By: _____

By: _____

Name & Title: _____

Name & Title: _____

PROVIDER:

AECOM TECHNICAL SERVICES, INC., a
corporation

By: _____

Name & Title: _____



G R E A T E R S A L T L A K E

**Municipal Services
District**

File # OAM2022-000652

Ordinance Summary and Recommendation

Public Body: Brighton Town Council

Meeting Date: October 11, 2022

Proposal: An Ordinance amending the Town of Brighton Land Use Code, Section 19.72.130, "Stream Corridor and Wetlands Protection." The proposed amendment will correct errors inadvertently created when the stream setback for buildings and other structures was reduced from 100 feet to 50 feet in April 2022. The proposed text amendment removes "all on-site wastewater systems" from the list of structures allowed to be 50 feet from streams, as exempting septic leach fields from the 100' setback requirement was not the intention of the earlier code amendment. This proposal also cleans up some the language regarding exceptions that may be granted administratively.

Planner: Curtis Woodward

Planning Staff Recommendation: Approval as proposed

DESCRIPTION OF THE PROPOSAL

The Town of Brighton Planning Commission has been engaged in the process of assessing and considering amendments to the Foothill Canyons Overlay Zone (FCOZ). A code amendment adopted in April was intended to remove conflicts between Health Regulation 14 (HR14) and the Brighton zoning ordinance. Specifically, the stream setback for buildings and other structures was reduced from 100 feet to 50 feet. However, the adopted ordinance inadvertently included on-site wastewater systems in the reduced setback to 50 feet as well, which conflicts with the HR14. Due to this conflict and the fact that Utah Code R317-4 acknowledges the potential for alternative design systems, the ordinance amendment presented to the Planning Commission proposed removing the specific setback distance from the zoning ordinance to prevent conflicts with the permitting and approval process of the State of Utah and County Health Department. Based on concerns expressed by Salt Lake Public Utilities and the Salt Lake County Health Department, the Planning Commission has recommended that the code both acknowledge the 100' setback requirement for on-site wastewater systems while also acknowledging the Health Department's responsibility to review "alternative" systems under Utah Code R317-4 (see attached ordinance).

When the previous amendments were adopted, the administrative modifications that allowed a reduction from 100' to 50' were inadvertently left in the code. These administrative modifications are

also modified as part of this proposed ordinance because they are no longer needed. However, the administrative modifications for setbacks from wetlands are still applicable.

By way of background, 4.5.4 of Health Regulation 14 states:

"Unless otherwise approved, it shall be unlawful for any person to build any house, cottage, cabin, or other structure to be occupied by people within 50 feet of any watercourse or source of drinking water within the watershed area or within the watercourse buffer area established by the Department. Unless otherwise approved, it shall be unlawful for any person to build any kennel, stable, barn or other structure to be occupied by animals, any onsite wastewater disposal system, or any holding tank within 100 feet of any watercourse or source of drinking water within the watershed areas or within the watercourse buffer area established by the Department. In extraordinary cases, relief from the 50-foot requirement for human inhabited structures may be granted by the Director and the Director of Public Utilities or watershed superintendent over the impacted watershed, based upon a written application demonstrating that:

- (i) No reasonable alternative is available based on property boundaries in existence as of January 1, 2007;*
- (ii) Groundwater and surface waters will be protected from runoff or contamination; and*
- (iii) Specific conditions or requirements deemed necessary by the Director and the Director of Public Utilities or watershed superintendent will be followed."*

The Planning Commission's recommendation is based on the following factors:

1. Health Regulation 14 is jointly enforced by the County Health Department and the Salt Lake Department of Public Utilities, so any alternative setbacks would require the approval of both agencies; resulting in extremely few, if any, exceptions being granted.
2. While 4.5.4 contains a review process and conditions under which setbacks for habitable structures may be altered, it does not contain a process for requesting variations from the setbacks for leach fields; again, resulting in extremely few, if any, exceptions being granted.
3. Alternative design systems to handle wastewater are regulated under Utah Code R317-4. Those alternative systems are based on emerging technologies and are reviewed by state and local health authorities with expertise in the field. The planning staff members who administer the zoning ordinance do not share that expertise, and can therefore offer no feedback, guidance, or scrutiny of proposed alternative designs to applicants. The recommended ordinance sets the baseline setback at 100', while recognizing the alternative systems review process outlined in R317-4.

The Planning Commission received input from the Salt Lake County Health Department and Salt Lake City Public Utilities regarding the proposed ordinance and incorporated their comments into their motion. The attached ordinance reflects the proposal as amended by the Planning Commission's recommendation.

PUBLIC NOTICE AND RESPONSE

Public notice was provided in accordance with Utah Code 17-27a-205 was mailed to affected entities, notice was posted in three public locations, and notice was posted on the Utah Public Notice Website at least 10 days prior to the first public hearing of the Planning Commission on August 17th, 2022.

The Salt Lake County Health Department recommended the following changes to the Planning Commission:

1. Keep the 100-foot setback for onsite wastewater systems.
2. Under 19.72.130.D(3), suggest that you add "Salt Lake County Health Department" to be consulted as well as Salt Lake City Public Utilities.
3. Under 19.72.130.G, add subparagraph 2 to state:

"Onsite wastewater system setbacks for onsite wastewater permits are regulated by State Rule R317-4 and Salt Lake County Health Department regulations. Alternative systems or onsite wastewater setbacks, that may decrease the setback distance, require Salt Lake County Health Department approval."

4. Under 19.72.130.H, suggest language be added that states:

"Projects that are within 50 feet of the perennial stream corridor, watercourse, ephemeral stream or wetland require the zoning administrator to consult with SLC Public Utilities and the Health Department and may require the applicant to receive approval as outlined in the Salt Lake City Watershed Ordinance and Health Department Watershed Regulation #14."

RECOMMENDATION OF THE PLANNING COMMISSION

The Planning Commission recommended approval with the following conditions:

1. The ordinance should specifically state the setback for on-site wastewater systems is 100', with acknowledgement that alternative designs may be approved by the Health Department.
2. Incorporation of recommendations 1, 3, and 4 of the Health Department.

Attachments:

1. Formal Ordinance

ORDINANCE 2022-O-10-1

Ordinance No. 2022-O-10-1

Date: October 11, 2022

**AN ORDINANCE OF THE BRIGHTON TOWN COUNCIL AMENDING
STREAM SETBACK PROVISIONS IN THE FOOTHILLS AND CANYONS
OVERLAY ZONE**

RECITALS

WHEREAS, the Greater Salt Lake Municipal Services District provides services to the five Metro Townships in the Salt Lake Valley, unincorporated areas, and the Town of Brighton; and

WHEREAS, the Town of Brighton adopted Title 19 Zoning into the Brighton Municipal Code on April 4, 2021 and has authority to amend or repeal ordinances when it determines it is necessary; and

WHEREAS, the Town of Brighton is a municipality and has authority to regulate land development in general pursuant to Utah Code Ann. Subsection 10-3c-401; and

WHEREAS, the Town of Brighton has authority to adopt zoning ordinances pursuant to Utah Code Ann. 10-9a-501 in accordance with the Municipal Land Use, Development, and Management Act, (“MLUDMA”), Title 10, Section 9a, Utah Code, to regulate setbacks from property lines, streams and wetlands; and

WHEREAS, the Council deems it necessary to amend its ordinances in order to clarify the appropriate stream setbacks for on-site wastewater systems and to ensure alignment with Health and Watershed regulations; and for the protection and preservation of the public health, safety and general welfare.

BE IT ORDAINED BY THE BRIGHTON TOWN COUNCIL as follows:

1. The following Section, 19.72.130 Stream Corridor And Wetlands Protection, is amended with the revised Section 19.72.130 Stream Corridor And Wetlands Protection attached hereto as **Exhibit A**.
2. Severability. If a court of competent jurisdiction determines that any part of this Ordinance is unconstitutional or invalid, then such portion of this Ordinance, or specific application of this Ordinance, shall be severed from the remainder, which shall continue in full force and effect.

3. Effective Date. This Ordinance will take effect immediately upon posting and publication as required by law.

PASSED AND ADOPTED this ____ day of _____ 2022.

BRIGHTON TOWN COUNCIL

By: Danial E. Knopp, Mayor

ATTEST

Kara John, Clerk

Voting:

Council Member Bossard voting ____
Council Member Keigley voting ____
Council Member Knopp voting ____
Council Member Malone voting ____
Council Member Zuspan voting ____

EXHIBIT A

19.72.130 Stream Corridor And Wetlands Protection

- A. Purpose. The following requirements and standards are intended to promote, preserve, and enhance the important hydrologic, biological, ecological, aesthetic, recreational, and educational functions of stream corridors, associated riparian areas, and wetlands.
- B. Applicability. Unless previously delineated by Brighton, boundaries for stream corridors and wetland areas are delineated according to the following standards:
1. Stream corridor and wetland area delineation shall be performed by a qualified engineer or other qualified professional with demonstrated experience and expertise to conduct the required site analysis. Delineations are subject to the approval of the director.
 2. Stream corridors shall be delineated at the ordinary high-water mark. Stream corridors do not include irrigation ditches that do not contribute to the preservation and enhancement of fisheries or wildlife.
 3. Boundary delineation of wetlands are established using the current Federal Manual for Identifying and Delineating Jurisdictional Wetlands jointly published by the U.S. Environmental Protection Agency, the Fish and Wildlife Service, the Army Corps of Engineers, and the Soil Conservation Service.
- C. Prohibited Activities. No development activity may be conducted that disturbs, removes, fills, dredges, clears, destroys, or alters, stream corridors or wetlands, including vegetation, except for restoration and maintenance activities allowed in this title as approved by Brighton flood control, the state engineer's office, and other applicable authorities.
- D. Setbacks.
1. Perennial Stream Corridors. All buildings, accessory structures, and parking lots [5 and all on-site wastewater disposal systems] shall be set back at least fifty feet horizontally from the ordinary high-water mark of perennial stream corridors. (See Figure 19.72.7: Setback from Stream Corridor) All on-site wastewater disposal systems shall be set back at least one-hundred feet horizontally from the ordinary high-water mark of perennial stream corridors except as otherwise determined by the Health Department as authorized by Health Regulation 14 and Utah Administrative Code R317-4.
 2. Wetlands. All buildings, accessory structures, and parking lots shall be set back at least fifty feet, and all on-site wastewater disposal systems shall be set back at least one hundred feet horizontally from the delineated edge of a wetland.
 3. Ephemeral Streams. Leach fields shall be set back one hundred feet from the channel of an ephemeral stream except as otherwise determined by the Health Department as authorized by Health Regulation 14 and Utah Administrative Code R317-4. All

buildings, accessory structures, and parking areas or parking lots shall be set back at least fifty feet from the channel of an ephemeral stream. ~~[The zoning administrator may recommend to the land use authority modifications to this prohibition upon finding that the modification is likely to cause minimal adverse environmental impact or that such impact may be substantially mitigated. For properties located within the Salt Lake City watershed, the zoning administrator shall consult with Salt Lake City public utilities prior to making a recommendation.]~~

4. Natural Open Space/Landscape Credit for Setback Areas. All setback areas are credited toward any relevant private natural open space or landscape requirements but are not credited toward trail access dedication requirements.
- E. Preservation of Vegetation. All existing vegetation within the stream corridor or wetland setback area shall be preserved to provide adequate screening or to repair damaged riparian areas, supplemented where necessary with additional native or adapted planting and landscaping.
- F. Bridges. Any bridge over a stream corridor and within the stream setback area may be approved provided the director affirms that the bridge is planned and constructed in such a manner as to minimize impacts on the stream corridor.
- G. Modification of Setbacks.
 1. The director has discretion to administratively reduce the wetlands setbacks by a maximum of twenty-five percent where applicable upon satisfaction of the following criteria:
 - a. The modification is designed to yield:
 - i. More effective preservation of existing mature trees, vegetation, riparian areas, rock outcrops, or other significant natural features of the site;
 - ii. Less visual impact on the property or on the surrounding area; or
 - iii. Better protection of wildlife habitat; or,
 - b. Strict application of the standard(s) would render a site undevelopable.
- H. Perennial Stream Corridor and Wetland Setback Requirements for Lots of Record.
 1. Existing Legally Established Structures. A structure legally existing on the effective date of this chapter that is within fifty feet of a perennial stream corridor or wetland may be renovated, altered, or expanded or reconstructed if damaged or destroyed by fire, flood, or act of nature as follows:
 - a. Renovations or alterations or reconstruction of a damaged or destroyed structure that will not increase the gross floor area of the original, existing structure are permitted.
 - b. Renovations, alterations, or expansions that will increase the gross floor area of the original, existing structure are limited to a cumulative total expansion of no

more than two hundred fifty square feet of gross floor area located closer than fifty feet to a perennial stream corridor or wetland.

- c. Renovations, alterations, expansions, or reconstruction of a damaged or destroyed structure that increase the gross floor area of the original, existing structure but which are no closer than fifty feet to a perennial stream corridor or wetland are permitted, subject to compliance with all other applicable regulations and standards.
2. New Structures. For new developments, the director may authorize construction to no closer than ~~[fifty feet from a perennial stream corridor or to no closer than]~~ twenty-five feet from a wetland subject to the following criteria:
 - a. Denial of an encroachment of more than the twenty-five percent into the ~~[stream or]~~ wetlands setback area allowed by Section 19.72.130(G) would render the site undevelopable.
 - b. No alternative location for the development further away from the ~~[stream or]~~ wetland is feasible or available.
 - c. Creative architectural or environmental solutions have been incorporated into the development proposal in order to ensure that the purposes of ~~[stream corridor]~~ wetland protection, as set forth in Subsection 19.72.130 are achieved.
 - d. No federal or state laws, or other Brighton ordinances or regulations are violated.
 3. Limitation. In allowing for the preceding improvements, the director may not:
 - a. Increase the maximum limits of disturbance set forth in Subsection 19.72.160.
 - b. Authorize the encroachment of more than five-hundred square feet of gross floor area of structural improvements (cumulative total) ~~[within the land area fifty feet from perennial stream corridor or]~~ within the land area between fifty and twenty-five feet of a wetland.
 - c. Authorize construction of a building or structure within fifty feet of a stream corridor or within twenty-five feet of a wetland without having first consulted with the Salt Lake City Department of Public Utilities and the Health Department to receive approval as outlined in Health Department Regulation 14 "Watershed Regulation".
 4. In the interest of protecting the public health, safety, and welfare, Brighton may pursue negotiations with a property owner to purchase their property as open space as an alternative to granting a waiver. These negotiations, as long as they are performed in good faith, shall not delay Brighton's processing of any land use application.

ORDINANCE 2022-O-10-1

Ordinance No. 2022-O-10-1

Date: October 11, 2022

**AN ORDINANCE OF THE BRIGHTON TOWN COUNCIL AMENDING
STREAM SETBACK PROVISIONS IN THE FOOTHILLS AND CANYONS
OVERLAY ZONE**

RECITALS

WHEREAS, the Greater Salt Lake Municipal Services District provides services to the five Metro Townships in the Salt Lake Valley, unincorporated areas, and the Town of Brighton; and

WHEREAS, the Town of Brighton adopted Title 19 Zoning into the Brighton Municipal Code on April 4, 2021 and has authority to amend or repeal ordinances when it determines it is necessary; and

WHEREAS, the Town of Brighton is a municipality and has authority to regulate land development in general pursuant to Utah Code Ann. Subsection 10-3c-401; and

WHEREAS, the Town of Brighton has authority to adopt zoning ordinances pursuant to Utah Code Ann. 10-9a-501 in accordance with the Municipal Land Use, Development, and Management Act, (“MLUDMA”), Title 10, Section 9a, Utah Code, to regulate setbacks from property lines, streams and wetlands; and

WHEREAS, the Council deems it necessary to amend its ordinances in order to clarify the appropriate stream setbacks for on-site wastewater systems and to ensure alignment with Health and Watershed regulations; and for the protection and preservation of the public health, safety and general welfare.

BE IT ORDAINED BY THE BRIGHTON TOWN COUNCIL as follows:

1. The following Section, 19.72.130 Stream Corridor And Wetlands Protection, is amended with the revised Section 19.72.130 Stream Corridor And Wetlands Protection attached hereto as **Exhibit A**.
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3. Effective Date. This Ordinance will take effect immediately upon posting and publication as required by law.

PASSED AND ADOPTED this ____ day of _____ 2022.

BRIGHTON TOWN COUNCIL

By: Danial E. Knopp, Mayor

ATTEST

Kara John, Clerk

Voting:

Council Member Bossard voting ____
Council Member Keigley voting ____
Council Member Knopp voting ____
Council Member Malone voting ____
Council Member Zuspan voting ____

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 2. Stream corridors shall be delineated at the ordinary high-water mark. Stream corridors do not include irrigation ditches that do not contribute to the preservation and enhancement of fisheries or wildlife.
 3. Boundary delineation of wetlands are established using the current Federal Manual for Identifying and Delineating Jurisdictional Wetlands jointly published by the U.S. Environmental Protection Agency, the Fish and Wildlife Service, the Army Corps of Engineers, and the Soil Conservation Service.
- C. Prohibited Activities. No development activity may be conducted that disturbs, removes, fills, dredges, clears, destroys, or alters, stream corridors or wetlands, including vegetation, except for restoration and maintenance activities allowed in this title as approved by Brighton flood control, the state engineer's office, and other applicable authorities.
- D. Setbacks.
1. Perennial Stream Corridors. All buildings, accessory structures, and parking lots [7 and all on-site wastewater disposal systems] shall be set back at least fifty feet horizontally from the ordinary high-water mark of perennial stream corridors. (See Figure 19.72.7: Setback from Stream Corridor) All on-site wastewater disposal systems shall be set back at least one-hundred feet horizontally from the ordinary high-water mark of perennial stream corridors except as otherwise determined by the Health Department as authorized by Health Regulation 14 and Utah Administrative Code R317-4.
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buildings, accessory structures, and parking areas or parking lots shall be set back at least fifty feet from the channel of an ephemeral stream. ~~[The zoning administrator may recommend to the land use authority modifications to this prohibition upon finding that the modification is likely to cause minimal adverse environmental impact or that such impact may be substantially mitigated. For properties located within the Salt Lake City watershed, the zoning administrator shall consult with Salt Lake City public utilities prior to making a recommendation.]~~

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- F. Bridges. Any bridge over a stream corridor and within the stream setback area may be approved provided the director affirms that the bridge is planned and constructed in such a manner as to minimize impacts on the stream corridor.
- G. Modification of Setbacks.
 1. The director has discretion to administratively reduce the wetlands setbacks by a maximum of twenty-five percent where applicable upon satisfaction of the following criteria:
 - a. The modification is designed to yield:
 - i. More effective preservation of existing mature trees, vegetation, riparian areas, rock outcrops, or other significant natural features of the site;
 - ii. Less visual impact on the property or on the surrounding area; or
 - iii. Better protection of wildlife habitat; or,
 - b. Strict application of the standard(s) would render a site undevelopable.
- H. Perennial Stream Corridor and Wetland Setback Requirements for Lots of Record.
 1. Existing Legally Established Structures. A structure legally existing on the effective date of this chapter that is within fifty feet of a perennial stream corridor or wetland may be renovated, altered, or expanded or reconstructed if damaged or destroyed by fire, flood, or act of nature as follows:
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 - b. Renovations, alterations, or expansions that will increase the gross floor area of the original, existing structure are limited to a cumulative total expansion of no

more than two hundred fifty square feet of gross floor area located closer than fifty feet to a perennial stream corridor or wetland.

- c. Renovations, alterations, expansions, or reconstruction of a damaged or destroyed structure that increase the gross floor area of the original, existing structure but which are no closer than fifty feet to a perennial stream corridor or wetland are permitted, subject to compliance with all other applicable regulations and standards.
2. New Structures. For new developments, the director may authorize construction to no closer than ~~[fifty feet from a perennial stream corridor or to no closer than]~~ twenty-five feet from a wetland subject to the following criteria:
 - a. Denial of an encroachment of more than the twenty-five percent into the ~~[stream or]~~ wetlands setback area allowed by Section 19.72.130(G) would render the site undevelopable.
 - b. No alternative location for the development further away from the ~~[stream or]~~ wetland is feasible or available.
 - c. Creative architectural or environmental solutions have been incorporated into the development proposal in order to ensure that the purposes of ~~[stream corridor]~~ wetland protection, as set forth in Subsection 19.72.130 are achieved.
 - d. No federal or state laws, or other Brighton ordinances or regulations are violated.
 3. Limitation. In allowing for the preceding improvements, the director may not:
 - a. Increase the maximum limits of disturbance set forth in Subsection 19.72.160.
 - b. Authorize the encroachment of more than five-hundred square feet of gross floor area of structural improvements (cumulative total) ~~[within the land area fifty feet from perennial stream corridor or]~~ within the land area between fifty and twenty-five feet of a wetland.
 - c. Authorize construction of a building or structure within fifty feet of a stream corridor or within twenty-five feet of a wetland without having first consulted with the Salt Lake City Department of Public Utilities and the Health Department to receive approval as outlined in Health Department Regulation 14 "Watershed Regulation".
 4. In the interest of protecting the public health, safety, and welfare, Brighton may pursue negotiations with a property owner to purchase their property as open space as an alternative to granting a waiver. These negotiations, as long as they are performed in good faith, shall not delay Brighton's processing of any land use application.



G R E A T E R S A L T L A K E

**Municipal Services
District**

Planning & Development Services

File # OAM2022-000654

Ordinance Amendment Related to Mineral Extraction and Processing in the Forestry and Recreation zone

Public Body	Town of Brighton Council
Meeting Date	October 11, 2022
Proposal	An Ordinance amending Section 19.12.030 of the Brighton Code of Ordinances to eliminate mineral extraction and processing as a conditional use and explicitly prohibiting the same and similar uses in the Forestry and Recreation zones; amending Section 19.72.190 to eliminate mineral extraction and processing as a use for which waivers can be granted; amending section 19.76.030 regarding classification of permitted and conditional uses not listed in title 19; and enacting related regulations.
Planner	Brian Tucker
Recommendation	Adopt the Attached Ordinance

DESCRIPTION OF THE PROBLEM

On November 12, 2021, a Notices of Intention to Commence Small and Large Mining Operations was filed by Tree Farm, LLC with the Utah Division of Oil, Gas, and Mining for certain property in Parley’s Canyon. Shortly thereafter Salt Lake County engaged in a process of assessing and considering amendments to the Forestry and Recreation (FR) zone in unincorporated Salt Lake County (and related ordinances) having to do with extractive uses. That process ended with a decision enact an ordinance that:

- A. Eliminated mineral extraction and processing as a conditional use and explicitly prohibit the same and similar uses in the FR zone,
- B. Eliminated mineral extraction and processing as a use for which waivers can be granted in the Foothills and Canyon Overlay Zone (FCOZ), and
- C. Clarified how permitted and conditional uses are classified.

The purpose of these changes was to eliminate mineral extraction and processing as a conditional use in the FR zone, to eliminate acknowledgement of this use within FCOZ boundaries, and to eliminate the possibility of similar uses in the FR zone. These changes did not apply to property within the FR zone that had previously approved, permitted, and operational mineral extraction/processing and similar uses; such uses would be legal nonconforming uses.

**Greater Salt Lake Municipal Services District
2001 S. State Street #N3-600 • Salt Lake City, UT 84190 • (385) 468-6700**

Brighton’s Attorney, Polly McLean, has requested that the MSD Staff bring this item as a potential ordinance change for the Town of Brighton to entertain.

DESCRIPTION OF THE PROPOSED ORDINANCE

It is proposed that three different sections of the Brighton Code of Ordinances be amended. First, it is proposed that section 19.12.030 be amended to eliminate mineral extraction and processing as a conditional use, and to explicitly prohibit mineral extraction and processing, mine, quarry, gravel pit, including crushers or concrete batching plants used in connection with and as a part of an operation for the removal of sand, gravel and/or rock aggregate in the FR zone.

In the event a future applicant attempts to argue that the Town of Brighton has not explicitly prohibited a particular use not mentioned in the above list, it is proposed that section 19.76.030 be amended to provide that any uses not listed are prohibited unless there is an administrative determination that a proposed use has the same character as an existing permitted or conditional use in the zone.

Finally, it is proposed that section 19.72.190 of FCOZ be amended to eliminate acknowledgement of the possibility of mineral extraction and processing within FCOZ boundaries.

PUBLIC COMMENT

Public notice was provided in accordance with Utah Code 10-9a-205. Public notice was mailed to affected entities. Notice was also posted in three public locations and on the Utah Public Notice Website at least 10 days prior to the first public hearing. The notice explained how the Community Councils may submit comments on the matter and how they can provide comments at the Planning Commission meeting. No public comments have been received as of writing this report.

PLANNING COMMISSION RECOMMENDATION

On August 17, 2022, The Town of Brighton Planning Commission held a public hearing and recommended that the Town of Brighton Council adopt he proposed ordinance.

POTENTIAL ACTIONS

The Council has three options with respect to the proposed ordinance amendment:

- Option 1: Approve the ordinance as proposed; or
- Option 2: Approval the ordinance with amendments; or
- Option 3: Deny approval of the ordinance.

STAFF RECOMMENDATION

Staff recommends that the Town of Brighton Council adopt the attached ordinance.

ATTACHMENT

- 1. Proposed Ordinance

ORDINANCE #2022– O – 10 – 2

AN ORDINANCE OF THE TOWN OF BRIGHTON COUNCIL AMENDING SECTION 19.12.030 OF THE BRIGHTON CODE OF ORDINANCES TO ELIMINATE MINERAL EXTRACTION AND PROCESSING AS A CONDITIONAL USE AND EXPLICITLY PROHIBITING THE SAME AND SIMILAR USES IN THE FORESTRY AND RECREATION ZONES; AMENDING SECTION 19.72.190 TO ELIMINATE MINERAL EXTRACTION AND PROCESSING AS A USE FOR WHICH WAIVERS CAN BE GRANTED; AMENDING SECTION 19.76.030 REGARDING CLASSIFICATION OF PERMITTED AND CONDITIONAL USES NOT LISTED IN TITLE 19

WHEREAS, Title 19 of the Brighton Code of Ordinances governs zoning within Brighton Town; and

WHEREAS, Utah Code Annotated, Title 10-9a-501 authorizes the legislative body to weigh policy decisions and enact land use regulations; and

WHEREAS, Utah Code Annotated, Title 10-9a-503 authorizes the legislative body to amend land use regulations; and

WHEREAS, a mineral extraction use was proposed in Salt Lake County that has been identified as undesirable due to potential air and water pollution concerns, as well as visual impacts; and

WHEREAS, the Town of Brighton staff recognized that a similar application could be made within the Town of Brighton; and

WHEREAS, the Town of Brighton Planning Commission held a public hearing on the draft ordinance at their meeting on August 17, 2022; and

WHEREAS, after holding a public hearing pursuant to Utah Code Ann. § 10-9a-502, the Town of Brighton Planning Commission recommended that the Council adopt the draft ordinance prepared by the planning and development staff; and

WHEREAS, the Council has reviewed the ordinance and determined that it is in the best interest of the Town of Brighton and its citizens. to eliminate Mineral extraction and processing as a conditional use and explicitly prohibiting the same and other related uses in the Forestry and Recreation zones; and to enact related regulations; and

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN OF BRIGHTON TOWN COUNCIL OF, UTAH, THAT: .

SECTION I. Amended. Sections 19.12.030, 19.72.190 and 19.76.030 of the Brighton Code of Ordinances is amended as shown the attached Exhibit 1.

SECTION II. Effective date. This Ordinance shall be effective upon publication.

PASSED AND APPROVED by the Town of Brighton Town Council, Utah, this 11th day of October in the year 2022.

TOWN OF BRIGHTON

Dan Knopp, Mayor

ATTEST:

Kara John, Town Clerk

Exhibit 1: 19.12.030 Conditional Uses; 19.72.190 Waivers For Mountain Resort Improvements That Are Not Within A Mountain Resort Zone, And Public Uses And Mineral Extraction And Processing; 19.76.030 – Uses Not Listed – Administrative Determination

Exhibit 1:

19.12.030 Conditional uses.

The following conditional uses are subject to the requirements of this chapter, all general and specific conditions, criteria, and approval procedures set forth in Chapter 19.84, "Conditional Uses," and for properties situated within the foothills and canyons overlay zone, the procedures and provisions of Chapter 19.72, "Foothills and Canyons Overlay Zone" and Chapter 19.73,

"Foothills and Canyons Site Development and Design Standards." The following uses are explicitly prohibited in this chapter: mineral extraction and processing; mine; quarry; gravel pit; including crushers or concrete batching plants used in connection with and as a part of an operation for the removal of sand, gravel and/or rock aggregate.

....

~~J. Mineral extraction and processing; provided that:~~

~~1. The applicant shall comply with all applicable regulations of this chapter, including but not limited to site grading and drainage, landscaping, and environmental standards, and all applicable provisions in Chapter 19.72, "Foothills and Canyons Overlay Zone," and Chapter 19.73,~~

~~"Foothills and Canyons Site Development and Design Standards," and~~

~~2. Such use shall not be located within one thousand feet of any residential use or lot, and~~

~~3. The perimeter of the site shall be screened from adjacent properties and roads with a buffer yard of adequate width and opacity as determined by Brighton, and~~

~~4. The applicant submits a plan, prepared by a qualified professional, that shows the location of existing and proposed watercourses and drainage systems, including lakes, ponds, and detention basins, and~~

~~5. Water accumulating on the site shall be removed to a drainage way and any contaminated water shall be treated before being allowed to enter a drainage way, and~~

~~6. The applicant shall present evidence of all necessary state and/or federal permits and approvals, and~~

~~7. Access shall be provided, either directly or over a private haul road, to an arterial street that is designed for heavy truck traffic, and~~

~~8. A haul road entering the site from a public street or road shall be paved for at least a distance of five hundred feet from the public street or road, and~~

~~9. The property shall be posted with a notice of dangerous conditions and warning trespassers away, and 10. Operations shall be conducted in compliance with health department regulations and standards regarding noise, odor, vibrations, dust, blowing debris, hazardous materials, and air quality, and~~

11. The applicant shall submit a general plan for proposed rehabilitation of the site, including a schedule of rehabilitation measures and proposed ground cover and landscaping to be installed following the completion of the operation or the expiration of the conditional use approval (see Sections 19.72.030H, "Tree and Vegetation Protection," and 19.72.030C, "Grading Standards"), and

12. If a change in ownership occurs, the new owner shall submit a new application for conditional use approval. Approval of the new application shall not be granted until all new federal and/or state permits are issued to the new owner, and

13. Any suspension or revocation of required state or federal permits shall constitute a violation of this chapter and will result in automatic suspension or revocation of all Brighton approvals and permits, and

14. Brighton may require a bond in favor of Brighton to be posted by the applicant to cover damages that may occur to Brighton roads as a result of hauling materials excavated from the permitted site. The amount of the bond less any sums needed to correct damages shall be refunded to the excavator within one year after the conclusion of the excavation, and

~~15. Brighton may impose additional conditions addressing access, circulation, operations, noise, hours of operation, and similar impacts it deems necessary to minimize potential significant impacts on adjacent properties and streets;]~~

....

Section 19.72.190 of the Brighton Code of Ordinances is amended as follows to eliminate mineral extraction and processing as a use for which waivers can be granted.

19.72.190 Waivers For Mountain Resort Improvements That Are Not Within A Mountain Resort Zone, and Public Uses And Mineral Extraction And Processing -

The general purpose of the foothills and canyons overlay zone is to promote safe, environmentally sensitive development that strikes a reasonable balance between the rights and long-term interests of property owners and those of the general public. Specifically, these standards are intended to:

A. Preserve the visual and aesthetic qualities of the foothills, canyons, and prominent ridgelines as defined herein, contributing to the general attractiveness and, where appropriate, the commercial viability of these areas.

B. Protect public health and safety by adopting standards designed to reduce risks associated with natural and man-made hazards.

C. Provide efficient, environmentally sensitive, and safe vehicular and pedestrian circulation.

D. Encourage development that conforms to the natural contours of the land and minimizes the scarring and erosion effects of cutting, filling and grading on hillsides, ridgelines, and steep slopes.

E. Balance private and commercial needs against the risk of destabilizing fragile soils, defacing steep slopes and degrading water quality.

F. Minimize disturbance to existing trees and vegetation, conserve wildlife habitat, protect aquifer recharge areas, and otherwise preserve environmentally sensitive natural areas by encouraging clustering, the transfer of development rights, or other design techniques to preserve the natural terrain.

G. Reduce flooding by protecting streams, drainage channels, absorption areas, and floodplains. H. Protect property rights and commercial interests and encourage economic development.

I. Recognize the link between environmental protection and economic prosperity in the canyons.

...

Section 19.76.030 of the Brighton Code of Ordinances is amended as follows to clarify the classification of permitted or conditional uses not listed in Title 19.

19.76.030 – Uses not listed - Administrative Determination

~~[Determination as to the classification of]~~ Permitted or Conditional uses not specifically listed in this title shall be prohibited, unless allowed by the following process. If a previously unidentified use not contemplated in this Title is proposed, a property owner may submit a written request for [made by] the planning and development services division director to interpret the zoning ordinance pursuant to the procedural steps of this Section to determine whether the proposed use has the same character as an existing permitted or conditional use allowed in the zone designated for the owner's property . ~~[and]~~ The

Director's determinations shall be subject to appeal to the planning commission as provided in this Title. Such appeal shall be filed in writing within ten days after written notification to applicant of the planning and development services division director's determination. The procedure shall be as follows:

A. Written Request. A written request for such a determination shall be filed with the planning and development services division director. The request shall include a detailed description of the proposed use and such other information as may be required.

B. Investigation. The planning and development services division director shall thereupon make such investigations as are deemed necessary to compare the nature and characteristics of the proposed use with those of uses specifically listed in this title, and to make a determination of its classification.

C. Determination. The determination of the planning and development services division director shall be rendered in writing within thirty days unless an extension is granted by the planning commission. The determination shall state the zone classification in which the proposed use will be permitted as well as the findings which established that such use is of the same character as uses permitted in that zone classification. If the director determines that the proposed use does not have the same character as an existing permitted or conditional use allowed in the designated zone, the proposed use is prohibited. Upon making this decision, the planning and development services division director shall forthwith notify the applicant, the planning commission and the development services division.

D. Effect. The determination and all information pertaining thereto shall become a permanent public record in the office of the planning and development services division director. Such use shall thereafter become a permitted or conditional use in the class of district specified in the determination, and shall have the same status as a permitted or conditional use specifically named in the regulations for the zone classification

Brighton

20 Brighton - 01/01/2022 to 07/31/2022

	Account No.	2021 Actual	2021 Budget	2022 YTD Actual	Original Budget	2023 Proposed Budget
Change In Net Position						
Revenue:						
Taxes						
Property taxes						
	3100.1	-	-	-	-	-
		-	-	-	-	-
Sales taxes						
	3100.3	433,536	185,000	408,553	403,000	625,000
		433,536	185,000	408,553	403,000	625,000
Total Taxes						
		433,536	185,000	408,553	403,000	625,000
Intergovernmental revenue						
Intergovernmental Other						
	3100.35	42,882	19,158	40,648	58,000	62,000
		42,882	19,158	40,648	58,000	62,000
B&C Road Fund Allotment						
	3100.56	10,534	6,000	7,522	8,000	16,000
		10,534	6,000	7,522	8,000	16,000
State liquor fund						
	3100.58	4,803	-	-	-	5,000
		4,803	-	-	-	5,000
CARES Act						
	3100.321	-	-	-	-	-
		-	-	-	-	-
Total Intergovernmental revenue						
		58,219	25,158	48,170	66,000	83,000
Licenses and permits						
Business licenses						
	3100.13	27,249	8,600	11,588	20,000	30,000
		27,249	8,600	11,588	20,000	30,000
Building permits						
	3100.26	63,113	500	65,461	35,000	50,000
		63,113	500	65,461	35,000	50,000
Other license and permits						
	3100.264	8,695	-	-	20,000	20,000
		8,695	-	-	20,000	20,000
Total Licenses and permits						
		99,057	9,100	77,049	75,000	100,000
Charges for services						
Charges other						
	3100.42	419	-	-	-	-
	3100.45	25,845	6,000	12,875	20,000	20,000
		26,264	6,000	12,875	20,000	20,000
Total Charges for services						
		26,264	6,000	12,875	20,000	20,000

Brighton

	Account No.	2021 Actual	2021 Budget	2022 YTD Actual	Original Budget	2023 Proposed Budget
Fines and forfeitures						
Justice court fines/forfeitures						
3100.5 Justice Court Fines/Forfeitures	3100.5	1,101	-	877	-	800
Total Justice court fines/forfeitures		1,101	-	877	-	800
Total Fines and forfeitures		1,101	-	877	-	800
Interest						
3600.1 Interest Earnings	3600.1	22	-	1,162	150	-
Total Interest		22	-	1,162	150	-
Miscellaneous revenue						
Miscellaneous other						
3600.9 Other Revenue	3600.9	-	-	279	-	-
Total Miscellaneous other		-	-	279	-	-
Total Miscellaneous revenue		-	-	279	-	-
Contributions and transfers						
3800.1 Contribution from GF	3800.1	275,450	275,450	392,650	392,650	477,150
Total Contributions and transfers		275,450	275,450	392,650	392,650	477,150
Total Revenue:		893,649	491,608	941,614	881,800	1,305,950
Expenditures:						
Administration						
4100.1 Wages	4100.1	101,900	114,000	59,322	138,000	138,000
4100.13 Employee Benefits	4100.13	-	-	10,263	20,000	22,000
4100.15 Social Security Tax	4100.15	6,129	-	3,678	5,000	5,000
4100.16 Medicare	4100.16	1,433	-	860	1,300	1,300
4100.21 Subscriptions/Memberships	4100.21	8,188	1,000	16,682	11,000	28,000
4100.22 Printing/Publications/Advertising	4100.22	667	2,000	-	2,000	2,000
4100.23 Travel/Mileage	4100.23	225	1,200	-	1,200	1,200
4100.24 Office Expense and Supplies	4100.24	300	2,000	716	2,000	2,000
4100.255 Computer Equip/software	4100.255	-	1,500	-	1,500	1,500
4100.28 Cell phone and Telephone	4100.28	694	800	266	800	700
4100.30 Attorney-Land Use	4100.3	8,644	15,000	3,107	15,000	15,000
4100.31 Attorney-Civil	4100.31	56,406	48,000	11,465	48,000	48,000
4100.33 Training and Seminars	4100.33	-	2,000	210	2,000	2,000
4100.36 Web Page Development/Maintenan	4100.36	1,800	5,800	-	5,800	5,800
4100.37 Software/Streaming	4100.37	2,817	2,300	2,023	2,300	2,300
4100.38 Internet Connections	4100.38	1,870	1,200	1,107	2,000	2,000
4100.390 Payroll Processing Fees	4100.39	-	2,000	-	2,000	2,000
4100.42 Contributions/Special Events	4100.42	18,500	28,000	9,000	29,700	28,000
4100.51 Insurance	4100.51	3,500	4,500	1,970	5,500	5,500
4100.520 Workers Comp Insurance	4100.52	1,860	500	1,198	1,200	3,500
4100.59 Postage	4100.59	241	-	-	-	-
4100.6 Professional and Technical	4100.6	27,875	31,000	14,725	70,000	100,000
4100.625 UFA Emergency Management	4100.625	10,085	10,000	6,121	10,000	30,000
4100.65 Recorder Services	4100.65	2,000	3,850	-	3,850	13,850
4100.74 Equipment/Computer Purchases	4100.74	-	4,850	-	1,000	1,000
4100.850 Beer Funds	4100.85	4,803	-	-	-	5,000
4100.97 Rent	4100.97	11,394	11,500	11,394	11,500	11,500
Total Administration		271,331	293,000	154,105	392,650	477,150
CARES Act						
4100.241 COVID Expense and Supplies	4100.241	-	-	-	-	-

Brighton

	Account No.	2021 Actual	2021 Budget	2022 YTD Actual	Original Budget	2023 Proposed Budget
4100.32 COVID19 Legal Fees	4100.32	-	-	-	-	-
4100.91 COVID Supplies	4100.91	-	-	-	-	-
Total CARES Act		-	-	-	-	-
Transfers						
4100.928 Trans to General Fund	4100.928	613,396	207,708	548,965	489,150	828,800
Total Transfers		613,396	207,708	548,965	489,150	828,800
Total Expenditures:		884,727	500,708	703,070	881,800	1,305,950
Total Change In Net Position		8,922	(9,100)	238,544	-	-

BRIGHTON, UTAH
ORDINANCE NO. 2022 – O – 10 – 3

**AN ORDINANCE ENACTING TITLE 11 “VEHICLES AND TRAFFIC,” CHAPTER 4
“DEFINITIONS AND REGULATIONS, AND CHAPTER 20 “STOPPING, STANDING
AND PARKING” OF THE BRIGHTON CODE OF ORDINANCES TO REGULATE
VEHICLE PARKING**

WHEREAS, the Brighton Town Council ("Council) met in a regular session on February 10, 2021 enacted a civil code enforcement ordinance; and

WHEREAS, the Town of Brighton (“Town”) continues to experience problems from vehicle parking near or on public roads, particularly in winter and during snowstorms; and

WHEREAS, the Council believes that utilizing a civil code enforcement process to regulate vehicle parking would enhance vehicle, bicycle, and pedestrian transportation; and

WHEREAS, after careful consideration, the Council has determined that such amendments are in the best interest of the health, safety and of the present and future inhabitants of the Town of Brighton; and

NOW, THEREFORE, BE IT ORDAINED by the Brighton Town Council that:

Section 1. Enactment. Title 11 “Vehicles and Traffic,” Chapter 4 “Definitions and Regulations,” and Chapter 20 “Stopping, Standing and Parking” of the Brighton Code of Ordinances as set forth in Exhibit A is hereby enacted.

Section 2 Effective Date. This ordinance shall go into effect upon publication.

PASSED AND APPROVED this 11th Day of October, 2022

TOWN OF BRIGHTON

By: _____
Dan Knopp, Mayor

ATTEST:

Kara John, Town Clerk

Exhibit A – Title 11, Chapters 4, 20.

TITLE 11 VEHICLES AND TRAFFIC
CHAPTER 4 DEFINITIONS AND REGULATIONS
11.04.010 Definitions.

Whenever the following terms are used in this title, they shall have the meanings defined in this section:

"Alley" means a public way, not designed for general travel, within a block primarily intended for service and access to abutting property by vehicles.

"Crosswalk" means that portion of a roadway at an intersection included within the connections of the lateral lines of the sidewalks on opposite sides of the street measured from the curbs or, in the absence of curbs, from the edges of the traversable roadway; also, any portion of a roadway at an intersection or elsewhere distinctly indicated for pedestrian crossing by lines or other markings on the surface.

"Crosswalk line" means a single white line, not less than six inches in width, painted on a street marking the outlying limits of a pedestrian crossing.

"Driver" means every person who drives or is in actual physical control of a vehicle.

"Fire department" means the fire department providing fire suppression services to the Town.

"Intersection" means:

1. The area embraced within the prolongation or connection of the lateral curb lines, or, if none, then the lateral boundary lines or the roadway of two streets that join one another at, or approximately at, right angles, or the area within which vehicles, traveling upon different streets joining at any other angle, come in conflict.
2. Where a street includes two roadways thirty feet or more apart, then every crossing of each roadway of such divided street by an intersecting street shall be regarded as a separate intersection.

"Limited access street, highway or roadway" means every highway, street or roadway, with respect to which owners or occupants of abutting lands and other persons have no legal right of access except at such points and in such manner as may be determined by the public authority having jurisdiction over such highway, street or roadway.

"Motorcycle" means every motor vehicle, other than a tractor, having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground and weighing less than one thousand two hundred fifty pounds.

"Motor vehicle" means every vehicle that is self-propelled and every vehicle that is propelled by electric power obtained from overhead trolley wires, but not operated upon rails.

"Owner" means a person who holds the legal title to a vehicle or, in the event a vehicle is subject to an agreement for the conditional sale or lease thereof with the right of purchase upon performance of the conditions stated in the agreement and with immediate right of possession vested in the conditional vendee or lessee, or in the event a mortgagor of a vehicle is entitled to possession, then such conditional vendee or lessee or mortgagor shall be deemed the owner for the purpose of this title.

"Park" means the standing of a vehicle, whether occupied or not, otherwise than temporarily, for the purpose of and while actually engaged in loading or unloading.

"Pedestrian" means any person afoot.

"Person" means every natural person, firm, partnership, association or corporation.

"Private road or driveway" means every way or place in private ownership and used for vehicular travel by the owner and those having express or implied permission from the owner, but not used by other persons.

"Right-of-way" means the right of one vehicle or pedestrian to proceed in a lawful manner in preference to another vehicle or pedestrian approaching under such circumstances of direction, speed and proximity as to give rise to danger of collision unless one grants precedence to the other.

"Safety zone" means that area within the crosswalk for the exclusive use of pedestrians, bounded on two sides by the crosswalk lines and on the other two sides by yellow lines or by physical barriers, or otherwise so protected, marked or indicated by adequate signs as to be plainly visible at all times while set apart as a safety zone.

"Sidewalk area" means that portion of a street or highway between the curb lines of the lateral lines of a roadway and the adjacent property lines.

"Stop" means complete cessation from movement.

"Stop or limit line" means a single white line not less than twelve inches in width behind which vehicles must stop when directed by a law enforcement officer or traffic control device.

"Stop, stopping or standing when prohibited" means any stopping or standing of a vehicle whether occupied or not, except when necessary to avoid conflict with other traffic or in compliance with the directions of a law enforcement officer or traffic control device.

"Street or highway" means the entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.

"Traffic-control devices" means all signs, signals, traffic markings and devices of the state placed or erected by authority of a public body or official having jurisdiction, for the purposes of regulating, warning or guiding traffic.

"Unauthorized use of streets" or "unauthorized use" means a violation of any restriction or prohibition contained in this chapter or its successor.

"Vehicle" means every device in, upon or by which a person or property is or may be transported or drawn upon a highway, except devices moved by human power or used exclusively upon stationary rails or tracks.

11.04.020 Applicability.

All vehicles using the roads and highways of the town shall be subject to the provisions of this title. Every person propelling any pushcart or riding an animal upon a roadway, and every person driving an animal-drawn vehicle, shall be subject to such provisions as are applicable to the drivers of vehicles, except those that by their nature can have no application.

11.04.030 Traffic control devices.

The mayor or designee shall place and maintain such traffic control devices upon town roads and highways as are necessary to indicate and to carry out the provisions of this code or to regulate, warn or guide traffic.

11.04.040 Driver's license required.

No motor vehicle subject to the provisions of this title shall be driven upon any road, street, highway or thoroughfare of the town by any person not in possession of a valid operator's license issued by the Driver's License Division of the State Department of Public Safety or of some other state.

11.04.050 Registration card.

The operator of a motor vehicle shall carry in his vehicle or upon his person a duly signed registration card. The operator shall display the registration card upon the demand of any law enforcement officer.

11.04.070 Obedience required.

A. It is unlawful for any person to willfully fail or refuse to comply with any lawful order or direction of any law enforcement officer or other special officer assigned to traffic duty and vested by law with authority to direct, control or regulate traffic.

B. Law enforcement officers shall direct all traffic in accordance with the provisions of this title, or in emergencies, as public safety or convenience may require. Except in case of an

emergency, it is unlawful for any person not authorized by law to direct or attempt to direct traffic.

11.04.080 Authority to direct traffic at scene of fire.

The fire department officer in command, or any fireman designated by him, may exercise the powers and authority of a law enforcement officer in directing traffic at the scene of any fire or where the fire department has responded to an emergency call for so long as fire department equipment is on the scene in the absence of law enforcement, or while assisting law enforcement.

Chapter 11.20 STOPPING, STANDING AND PARKING

11.20.010 Erection of traffic control devices.

The Mayor or designee may erect traffic signs and other traffic control devices to regulate, warn and guide traffic and parking on the streets, highways and property of the town. No traffic control device shall be placed or maintained upon any highway under the jurisdiction of the Utah Department of Transportation.

11.20.020 Curb markings.

- A. The Mayor or designee is authorized to place and maintain appropriate signs or traffic markings to indicate standing or parking regulations, and the traffic markings shall designate the zones and shall have the meanings set forth in this chapter:
 - 1. "Red" means no stopping, standing or parking at any time.
 - 2. "Yellow," with the words "Restricted Zone" stenciled thereon, means no stopping, standing or parking except as stated on the signs or markings giving notice thereof, except that this provision shall not apply on Sundays and legal holidays.
- B. When appropriate signs or traffic curb markings have been erected or placed according to this section, no person shall stop, stand or park a vehicle in any zone in violation of the provisions of this section.

11.20.030 Regulation of parking.

- A. The Mayor or designee may place signs on all town roads and highways prohibiting or restricting the parking of vehicles where such parking is dangerous to those using the roads or where the parking of vehicles would unduly interfere with the free movement of traffic thereon.
- B. No such regulations shall apply until signs giving notice thereof have been erected.

11.20.050 Parking prohibited in specified areas.

No person shall stop, stand or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with law or the directions of a law enforcement officer or traffic control device, in any one of the following places:

- A. On a sidewalk area;

- B. In front of or within five feet of a private driveway;
- C. Within an intersection;
- D. Within fifteen feet of a fire hydrant, whether on public or private property or within a fire lane as designated and marked in accordance with Utah statute or Town code;
- E. On a crosswalk;
- F. Within twenty feet of a crosswalk at an intersection;
- G. Within thirty feet of any flashing beacon or traffic control device located at the side of a roadway;
- H. In a marked special disability group license parking stall or unloading area without a valid and applicable special disability group license plate or placard;
- I. Within twenty feet of a driveway entrance to any fire station and, on the side of the street opposite the entrance to any fire station, within seventy-five feet of the entrance when it is properly posted with signs;
- J. Alongside or opposite any street excavation or obstruction when stopping, standing or parking would obstruct or be hazardous to traffic;
- K. Within any alley, except for the necessary and expeditious loading and unloading of merchandise; provided, that in no event shall the driveway or entrance to any abutting property be blocked or free movement of traffic through the alley be interfered with;
- L. Upon any bridge or other elevated structure on a street or within a street tunnel or underpass;
- M. Upon that side of any street contiguous to any school property during school hours;
- N. At any place where official signs or traffic controls placed by the Mayor or designee prohibit stopping, standing or parking.

11.20.060 Parking of trucks and commercial vehicles.

A. Definitions. As used in this section:

"Commercial vehicle" means a vehicle in excess of three-quarter-ton capacity of whatever make or type designed for or adapted to commercial or agricultural purposes, regardless of the use to which such vehicle is put at any particular time, provided such vehicle is of a type, kind or adaptation commonly known as a commercial or agricultural vehicle.

"Trailer" means any truck trailer or other trailer designed or adapted primarily for the transportation of property of whatever kind.

"Truck" means any truck-tractor, panel truck, pickup or other truck in excess of three-quarter-ton capacity.

B. Restriction. No person shall park any commercial vehicle, agricultural vehicle, occupied or empty trailer, truck-tractor or truck on any public street adjacent to a lot or parcel containing a residential dwelling(s) or on any public street within a residential subdivision for a period of time longer than three consecutive hours.

- C. Exception. The prohibitions in this section shall not apply to vehicles being used in the servicing of adjacent properties or streets.

11.20.070 Approach to parking space.

- A. Every driver about to enter a parking space being vacated shall stop his vehicle and wait to the rear of the vehicle in the actual process of vacating the parking space and having so waited shall have prior right to the parking space over all other drivers.
- B. No driver shall stop his vehicle ahead of a parking space being vacated and attempt to interfere with a driver who has waited properly to the rear of a parking space being vacated.
- C. No driver shall stop and wait for a parking space unless the vehicle vacating the space is actually in motion.

11.20.080 Vehicle left unattended.

- A. It is unlawful for any person having control of a motor vehicle to permit such vehicle to stand unattended without first stopping the engine, locking the ignition, and removing the key.
- B. Neither shall any person allow a vehicle to stand upon any perceptible grade without effectively setting the brakes thereon and turning the front wheels to the curb or side of the roadway.

11.20.090 Parallel parking—Required—Exception.

No person shall stand or park a vehicle on a roadway other than parallel with the edge of the roadway, headed in the direction of lawful traffic movement and with the right hand wheels of the vehicle within twelve inches of the curb or edge of the roadway, except as otherwise required by code or posted signs.

11.20.100 Angle parking—Restrictions.

The Mayor or designee may, after placement of appropriate signs and markings, designate certain areas as suitable for angle parking, except that no angle parking shall be permitted or indicated at any place where passing traffic would thereby be caused or required to drive upon the left side of the street or where any vehicle would extend from the curb or edge of the roadway a distance greater than one-third of the width of the roadway.

11.20.110 Double parking, standing or stopping prohibited—Exception.

No person shall park, stand or stop a vehicle upon the roadway side of another vehicle that is parked, standing or stopped, except while actually engaged in loading or unloading passengers, or in compliance with directions of any law enforcement officer, traffic control device, or when necessary to avoid other traffic.

11.20.120 Obstructing traffic prohibited.

No person shall park any vehicle upon a street in such a manner or under such conditions as to leave available less than ten feet of the width of the roadway for free movement of vehicular traffic.

11.20.130 Parking prohibited when.

No person shall park a vehicle on any town street when it is snowing or snow has accumulated to 2” on the street during the months of November, December, January, February, March and April.

11.20.135 Long-term parking prohibited.

No person owning, possessing, controlling or having custody of a vehicle shall permit it to remain standing upon any town street or alley for a consecutive period of more than seventy-two hours.

11.20.140 Parking for certain purposes prohibited.

No person shall park or operate a vehicle upon any roadway for the principal purposes of:

- A. Greasing or repairing such vehicle, except repairs necessitated by an emergency; or
- B. Selling foodstuffs or other merchandise.

11.20.150 Liability.

The fact that an automobile is illegally parked shall be sufficient to constitute a rebuttable presumption that the registered owner was in control of the automobile at the time it was parked.

11.20.160 Removal of illegally parked vehicle.

Whenever any law enforcement officer or code enforcement officer finds a vehicle parked or standing upon a street in violation of this title, the officer is authorized to move the vehicle or require the driver or other person in charge of the vehicle to move it to a position not in violation of this title.

11.20.170 Penalty.

All parking violations on town streets or highways shall be punishable either as a criminal infraction or as a civil code violation at the Town’s discretion.

A civil code violation will be subject to the procedure outlined in Title 12 of the Brighton Code of Ordinances and the following subsections of this chapter and the fines associated with a violation of this code as listed in the Town’s Fee Schedule.

- A. Violation: Any person engaging in the unauthorized use of streets, parking lots or other areas as provided under this chapter, within the jurisdiction of the Town, shall be liable for a civil penalty. Any penalty assessed in subsection B of this section may be in addition to such other penalties as may be provided in this chapter.
- B. Late Fee: A twenty five percent (25%) late fee will be added to any penalty that remains unpaid thirty (30) days after the date of the receipt of notice.
- C. Receipt of Notice:
 - 1. As used in this section, “receipt of notice” means either:
 - a. Affixing a notice of unauthorized parking to the vehicle alleged to have been in violation of this chapter; or

b. By delivery of such notice of unauthorized use to the owner or driver thereof.

2. Receipt of notice shall be issued in writing by a peace officer or duly authorized code enforcement official and contain not less than the following information:

- a. The make, model, color and license plate of the vehicle (if any).
- b. The name of the person in whose name such vehicle is registered, if known;
- c. The date and place of the violation;
- d. The parking code violation and related fine;
- e. Notice that the notice of unauthorized use must be responded to; and
- f. Other information, including information related to payments by mail, telephone, in-person, or electronic means.

E. Response to Notice:

Any person to whom a notice of unauthorized use has been issued shall respond within seven (10) days of receipt by either paying the civil penalty(s) listed on the notice, in the manner provided by the receipt of notice, or contesting the notice in the manner described by subsection F “Adjudication Procedures” of this section.

F. Adjudication Procedures:

1. The Greater Salt Lake Municipal Services District shall have jurisdiction to resolve contested matters relating to the unauthorized use of streets.
2. The Greater Salt Lake Municipal Services District may take any appropriate steps necessary to authorize one or more hearing officers to initially settle or resolve matters related to the unauthorized use of streets in a manner consistent with this chapter.
3. Any person, or vehicle owner, having received notice of such unauthorized use, may appear before a hearing officer at an appointed date and time and present and contest such alleged unauthorized use.
4. The notice of unauthorized use shall constitute prima facie evidence that the violation alleged therein actually occurred. The adjudication shall be conducted as informally as the circumstances will allow and shall be based on the civil standard of a preponderance of the evidence.
5. The burden to prove any defense shall be upon the person raising such defense.
6. The hearing officer may find that no unauthorized use occurred and dismiss the notice.
7. If the hearing officer finds that an unauthorized use occurred but one or more of the defenses set forth in this section are applicable, they may dismiss the notice and release the owner or driver from liability thereunder. Such defenses are:
 - a. At the time of the receipt of the notice, possession of the subject vehicle had been acquired in violation of the criminal laws of the State of Utah;
 - b. Compliance with the subject ordinances would have presented an imminent and irreparable injury to persons or property;
 - c. If the hearing officer finds that the owner of the vehicle is deceased but was living when the notice was issued;

- d. If the hearing officer finds that the vehicle was sold with the original license plates on, and the notice of unauthorized use was received prior to the sale, provided the sale is reported to the Utah Division of Motor Vehicles and the bill of sale is provided within twenty (20) days of receipt of the notice;
8. If the hearing officer finds that an unauthorized use occurred but one or more of the defenses set forth in this section are applicable, the hearing officer may reduce the penalty associated therewith, but in no event shall such penalty be reduced below the sum of twenty-five dollars (\$25.00). Such defenses are:
 - a. At the time of receipt of the notice, possession of the subject vehicle had been acquired by another party pursuant to a written lease agreement or similar written agreement, and the owner submits a copy of the written agreement;
 - b. The subject vehicle was mechanically incapable of being moved from such location; provided, however, such defense shall not apply to any vehicle which remains at such location in excess of six (6) hours;
 - c. Any applicable markings, signs or other indicia of parking use regulation were not clearly visible or comprehensible;
 - d. At the time of the notice a responsible person receiving such notice of unauthorized use had, but failed to properly display, a special disability group license plate or placard that was valid and relevant to the notice. However, the hearing officer may not reduce the associated civil penalty below the sum of twenty-five dollars (\$25.00).
9. If the hearing officer finds that an unauthorized use occurred and no applicable defense exists, the hearing officer may enter into an agreement with a person who has received notice for the timely or periodic payment of the applicable penalty.
10. If the hearing officer and a person who has received notice are unable to resolve the notice, the hearing officer may refer the matter to the Town Attorney to commence a civil action to compel enforcement of the notice in a court of competent jurisdiction.
11. If the penalty imposed pursuant to this chapter remains unsatisfied after forty (40) days from the receipt of notice of unauthorized use, or ten (10) days from such date as may have been agreed to by the hearing officer, the Town may use such lawful means as are available to collect such penalty, including costs and attorney fees.

RESOLUTION NO. 2022-R-10-1

RESOLUTION REPEALING AND REPLACING RESOLUTION 2021-4-01,
TOWN OF BRIGHTON FEE SCHEDULE DATED APRIL 13, 2021

WHEREAS, the Brighton Council ("Council) met in a regular session on April 13, 2021 and adopted Resolution 2021-4-01, an amended consolidated fee schedule;

WHEREAS, the Council met in a regular session on October 11, 2022 and adopted Ordinance 2022-O-10-3, enacting Title 11 "Vehicle Parking;"

WHEREAS, the Council wishes to amend the fee schedule to include fees for violations of vehicle parking regulations in the Town of Brighton code;

NOW, THEREFORE, BE IT RESOLVED by the Brighton Town Council that the Council resolves as follows:

SECTION 1. FEE SCHEDULE REPLACED. The Town of Brighton Consolidated Fee Schedule is hereby re-adopted with changes as outlined in Exhibit 1.

SECTION 2. REPEALED. Resolution 2021-4-01 dated April 13, 2021 is hereby repealed.

SECTION 3. Effective Date. This resolution shall be effective upon passage.

PASSED AND APPROVED this 11th Day of October, 2022.

TOWN OF BRIGHTON

By: _____
Dan Knopp, Mayor

ATTEST:

Kara John, Town Clerk

Exhibit 1: Town of Brighton Fee Schedule dated October 11, 2022

Town of Brighton Fee Schedule

October 11, 2022

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Addressing Fee Schedule

Service	Service Detail	Fee	
		Flat Fee	*Per Lot
Assignment of Address (A-1)	Provide assignment of address information on recorded subdivision plat and/or for individual parcel/building addresses. Ensure address information meets addressing standards and address information is suitable for mail delivery, public safety, utility services and general delivery of services.	\$100.00	\$40.00
Correction of Address (A-2)	Provide correction of addresses. Document the correction properly by filing an affidavit with the Salt Lake County Recorder's Office. Notify the property owner, public safety dispatch and the Salt Lake County Treasurer of the address change.	\$25.00	\$15.00
Street Name Change (A-3)	Confirm petition meets required number of signatures. Document street name change and address change for each property along street by filing an affidavit with the Salt Lake County Recorder's Office. Notify the property owner, public safety dispatch and the Salt Lake County Treasurer of the address/street name change.	\$250.00	\$50.00
<p><i>* Per lot fee is an addition to flat fee. For example, Assignment of Address fee for a single lot would be \$100 + \$40. For more than a one lot, the fee would be \$100 + (number of lots x \$40).</i></p>			

Planning and Development Services

Business License Fees

Services	Fee Activity Detail	Fee
Licensing Fees	General License Fee	\$150.00
	Per Employee Fee	\$6.00
	Umbrella Short Term License Fee (Main License)	\$500.00
	Umbrella Sub Fee (Each Individual Unit)	\$50.00
	Seasonal License	\$120.00
	Solicitor ID	\$65.00
	Accessory Dwelling Unit (ADU) License	\$50.00
	Sexually Oriented Business - excluding Outcall Services	\$300.00
	Outcall Service Businesses	\$500.00
	25% Penalty	25% of General License Fee
	100% Penalty	100% of General License Fee
	Application Withdrawal Fee	25% of License Fee
Alcohol Related Licensing Fees	Single Event	\$150.00
	Off-Premise Beer Retailer	\$250.00
	Beer-Only Restaurant	\$350.00
	On-Premise Beer Tavern	\$350.00
	Resort	\$500.00
	Wholesale Beer	\$300.00
	Restaurant Liquor	\$500.00
	Manufacturing	\$350.00

	Recreational On-Premise Beer Retailer	\$350.00
	Limited Restaurant Liquor	\$500.00
	Club Liquor	\$600.00
	Banquet & Catering	\$500.00

Planning and Development Services

Building Permit Fees

Services	Fee Activity Detail	Fee
Administrative Fees	Cancelled Building Permit Fee	25% of Building Permit Fee
	Building w/o permit	2x Building Permit Fee
	Reinstatement Fee	½ of Building Permit Fee
	Reinstatement Fee (Final Inspections Only)	\$200.00
State Surcharge	Applicable State Surcharge on all Permits	1% of Building Fee
Inspection Fees	Reinspection	\$50.00
	Pre-Inspection (post fire or disaster)	\$70.00
	Overtime/After Hour (per hour)	See hourly rate
	Multi-unit Inspection	\$100.00
Permit Types	Building Permit Fee (Val)	Based on valuation
	Demolition Fee	Based on valuation
	Mechanical, Plumbing & Electrical Permits (Circuit, Electrical Service Charge, Power to Panel, Temporary Panel), Reroof (Shingles)	\$70.00
	Additional appliance, fixture, etc.	\$20.00
	Grading Permit	Based on valuation
	Retaining Wall	Based on valuation
	Manufactured Home Permit	\$200.00
Plan Check	<i>All plan check fees include up to 4 reviews. Additional reviews will incur</i>	

	<i>additional costs billed at the Hourly Plan Check Fee rate.</i>	
	Grading Plan Check	Based on valuation
	Hourly Plan Check Fee	See hourly rate
	Plan Check Fee (FCOZ)	65% of Building Permit Fee
	Land-Use Review Fee	\$110.00
	Card File plan check fee (listed as plan check fee)	\$150.00
	Plan Check Fee for smaller projects	\$100.00
	Plan Check Fee (Res)	40% of Building Permit Fee
	Plan Check Fee (Com)	65% of Building Permit Fee

Planning and Development Services

Additional Building Permit Fees

Services	Fee Activity Detail	Fee
Solar*	Base Permit Cost (Charged with KWA fee)	\$70.00
	KWA (Additional Permit Cost per KWA being produced)	\$30.00
	Plan Check	\$150.00
	Battery Storage System per battery	\$2.00
	<i>*Other fees may apply depending on extent of information to check</i>	
Reroof Permits	Reroof with Sheathing (decking)	\$110.00
	Reroof fee (without sheathing)	\$70.00
	Reroof (Com) based on valuation below	
	\$1-\$9,999	\$150.00
	\$10,000-\$49,999	\$300.00
	\$50,000-and up	\$500.00
Window and Door (Replacement with no other work)	Window and Door (Res)	\$70.00
	Window and Door (Com)	Based on valuation – permit fee calculation based on declared

		value and normal building permit fee calculation
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Planning and Development Services

Building Type Rate Valuation Table

Square Foot Construction Costs

(This is updated as the new standards are published)

Group (2018 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	250.39	241.91	235.63	226.10	212.32	206.18	218.83	197.45	190.33
A-1 Assembly, theaters, without stage	229.42	220.94	214.66	205.12	191.35	185.21	197.86	176.48	169.35
A-2 Assembly, nightclubs	196.13	190.29	185.62	178.02	167.82	163.20	171.70	151.89	146.71
A-2 Assembly, restaurants, bars, banquet halls	195.13	189.29	183.62	177.02	165.82	162.20	170.70	149.89	145.71
A-3 Assembly, churches	232.04	223.57	217.29	207.75	194.34	189.19	200.49	179.48	172.35
A-3 Assembly, general, community halls, libraries, museums	194.17	185.69	178.41	169.87	155.09	149.96	162.61	140.23	134.10
A-4 Assembly, arenas	228.42	219.94	212.66	204.12	189.35	184.21	196.86	174.48	168.35
B Business	202.30	194.92	188.44	179.18	163.55	157.42	172.13	143.89	137.46
E Educational	212.03	204.70	198.82	190.25	177.27	168.29	183.70	155.00	150.26
F-1 Factory and industrial, moderate hazard	119.53	113.92	107.38	103.45	92.64	88.38	99.02	76.33	71.73
F-2 Factory and industrial, low hazard	118.53	112.92	107.38	102.45	92.64	87.38	98.02	76.33	70.73
H-1 High Hazard, explosives	111.77	106.15	100.62	95.69	86.11	80.85	91.26	69.81	N.P.
H234 High Hazard	111.77	106.15	100.62	95.69	86.11	80.85	91.26	69.81	64.20
H-5 HPM	202.30	194.92	188.44	179.18	163.55	157.42	172.13	143.89	137.46
I-1 Institutional, supervised environment	199.81	192.96	186.97	179.69	164.91	160.39	179.84	148.44	143.75
I-2 Institutional, hospitals	338.94	331.56	325.08	315.82	299.46	N.P.	308.77	279.79	N.P.
I-2 Institutional, nursing homes	235.48	228.11	221.62	212.37	197.49	N.P.	205.32	177.82	N.P.
I-3 Institutional, restrained	230.03	222.65	216.17	206.91	192.77	185.64	199.86	173.11	164.69
I-4 Institutional, day care facilities	199.81	192.96	186.97	179.69	164.91	160.39	179.84	148.44	143.75
M Mercantile	146.21	140.37	134.70	128.11	117.54	113.93	121.78	101.61	97.44
R-1 Residential, hotels	201.71	194.86	188.87	181.59	166.56	162.04	181.74	150.09	145.40
R-2 Residential, multiple family	168.94	162.09	156.10	148.82	135.04	130.52	148.97	118.57	113.88
R-3 Residential, one- and two-family *	157.40	153.13	149.31	145.53	140.33	136.62	143.14	131.34	123.68
R-4 Residential, care/assisted living facilities	199.81	192.96	186.97	179.69	164.91	160.39	179.84	148.44	143.75
S-1 Storage, moderate hazard	110.77	105.15	98.62	94.69	84.11	79.85	90.26	67.81	63.20
S-2 Storage, low hazard	109.77	104.15	98.62	93.69	84.11	78.85	89.26	67.81	62.20
U Utility, miscellaneous	85.53	80.63	75.42	72.03	64.67	60.42	68.74	51.21	48.79

Planning and Development Services

Supplemental Building Type Rate Valuation Table

Type	Per	Fee
Unfinished basements	Square Foot	\$22.45
Basements Finished	Square Foot	\$39.00
Decks (any type)	Square Foot	\$21.00
Carport/Covered Patio	Square Foot	\$21.00
Roof Conversions	Square Foot	\$21.00
Fence (any type)	Lineal Foot	\$19.00
Retaining Wall (any type)	Lineal Foot	\$56.00
Exterior Finish	Square Foot	\$4.50
Fire Sprinklers	Square Foot	\$5.50
Remodel/Alteration	Square Foot	\$37.00
Basement TI	Square Foot	\$26.50
Grading	Cubic Yard Cut and Fill	Equation
Tenant Improvement	Calculated	35% of the valuation
Shell Only	Calculated	80% of the valuation

Planning and Development Services

Building and Inspection Fees

Fees based on total valuation rate

Services	Fee Activity Detail	Fee
	Less than \$2,000	\$24.00 for the first \$500 plus \$3.50 for each additional \$100 or fraction thereof, to and including \$2,000.
	\$2,000 to \$25,000	\$76.50 for the first \$2,000 plus \$16.50 for each additional \$1,000 or fraction thereof, to and including \$25,000.

Total Valuation	\$25,000 to \$50,000	\$456.00 for the first \$25,000 plus \$12.00 for each additional \$1,000 or fraction thereof, to and including \$50,000.
	\$50,000 to \$100,000	\$765.00 for the first \$50,000 plus \$8.50 for each additional \$1,000 or fraction thereof, to and including \$100,000.
	\$100,000 to \$500,000	\$1,181.00 for the first \$100,000 plus \$6.50 for each additional \$1,000 or fraction thereof, to and including \$500,000.
	\$500,000 to \$1,000,000	\$3,781.00 for the first \$500,000 plus \$5.50 for each additional \$1,000 or fraction thereof, to and including \$1,000,000.
	Over \$1,000,000	\$6,531.00 for the first \$1,000,000 plus \$4.50 for each additional \$1,000 or fraction thereof.

Planning and Development Services

S.W.P.P.P. Fee, Penalty and Fine Schedules

Services	Fee Activity Detail	Fee
S.W.P.P.P	Base Fee per project	\$200.00
	Plus per acre	\$50.00
Control Measure Fines	<i>All Penalty and fines are subject to Double Fee's for second offense, third offense; maybe turn over to District Attorney for further action.</i>	
	Primary Boundary Control - Per day per violation	\$1,000.00
	Secondary Boundary Control - Per day per violation	\$500.00
	Exit Control - Per day per violation	\$500.00
	Waste Control - Per day per violation	\$500.00
	Material Storage Control - Per day per violation	\$250.00
	Fugitive Dust Control - Per day per violation	\$250.00
	Safety Control - Per day per violation	\$250.00
	Plan administration (Each LDP requires SWPPP administration and written documentation such as but not limited to; inspections, training, SWPPP amendments, closeout documents etc.)	\$1,000.00
	Working without a permit (Per day Per violation/ Subject to Double fee's)	\$1,000.00

Illicit Discharge	Storm water violation schedule for illicit discharges common to construction and maintenance activities. It is a violation to discharge pollutants. The presence of BMPs does not excuse an illicit discharge. Illicit discharges are divided into the following categories	
	Sediment - Per day per violation	\$1,000.00
	Cementations material - Per day per violation	\$500.00
	Paints and Solvents - Per day per violation	\$500.00
	Solid Waste - Per day per violation	\$500.00
	Sanitary Waste - Per day per violation	\$2,000.00
	Fuels - Per day per violation	\$1,000.00
	Fertilizers - Per day per violation	\$500.00
	Organics - Per day per violation	\$250.00
	Cleansers - Per day per violation	\$500.00
Hazardous material <i>Any illicit discharge could be bumped to this category depending on the impact.</i>	\$5,000.00	

Planning and Development Services

Land Use Fees Schedule

Review Process	Fee Activity Detail	Fee
Agency Review Meeting	Required for: <ul style="list-style-type: none"> • New Development on property over 1 acre • Re-Development on property over 1 acre • All new FCOZ* Development • All development proposals which will require more than one review process. • As requested by an applicant Conditional Use Permitted Use PUD (Planned Unit Development) SFD in FCOZ (Foothills and Canyons Overlay Zone) Subdivision	\$455.00
Permitted Uses (Administrative Decisions, Staff Decision)	Staff Site Plan Review; Reviews which require an Agency Review from other agencies. Includes 4 reviews. <i>Any additional reviews will incur an additional plan review fee of \$535.00.</i> <ul style="list-style-type: none"> • Permitted Uses 	\$535.00

	<ul style="list-style-type: none"> • SFD in FCOZ(Foothills and Canyons Overlay Zone) • Sign Permit 	
	<p>Staff Reviews which do not require an Agency Review from other agencies.</p> <ul style="list-style-type: none"> • Condominium Conversion • Home Daycare or Pre-School • Lot line adjustment [18.18.020] • Lot Consolidation [18.08.020] • Minor Site Plan Amendments • Modify a Cell Tower • Non-Complying Structure [19.88.150] • Sign Permit Mobile Store 	\$175.00
	<p>Staff Reviews approved per a request for an Agency Review for a Building Permit or Business License.</p> <ul style="list-style-type: none"> • Change of Use (Tenant Change (Permitted) or a Conditional Use which is subordinate to a Previously Approved Conditional Use) • Home Business • SFD in an approved subdivision (Non-FCOZ) Sign Permit 	\$110.00
	<p>Development Services Director Review</p> <ul style="list-style-type: none"> • Extension of Time - Subdivision (18.08.015) • Extension of Time - Conditional Use (19.84.050.4) • Waiver of FCOZ Standards (19.72.060.A) • Takings Relief Petition (19.93.030) 	\$275.00
Continued: Permitted Uses (Administrative Decisions, Staff Decision)	<p>Final Approval /Technical Review/ An Agency Review</p> <p>Includes 4 reviews. Any additional reviews will incur an additional plan review fee of \$535.00.</p> <ul style="list-style-type: none"> • Boundary Line Adjustments [18.18.020] (Lot Line Adjustment or Lot Consolidation) • Conditional Use Technical Review [19.84.095] • PUD (Planned Unit Development) [19.84.095] <p>Subdivision Final Plat</p>	\$535.00

Land Use Fees Schedule Continued

	•	
Public Body Review	Planning Commission Meeting [19.05.040] <ul style="list-style-type: none"> • Conditional Uses • Waiver of FCOZ Standards [19.72.060.B and C] • PUD (Planned Unit Development) [19.84) • Special Exception to have Use Violation declared legal (19.88.140) • Signs Permit • Subdivisions (Preliminary Plat) • Re-Zone • General Plan Amendment 	\$650.00
	Mayor's Meeting (Planning Commission's recommendation to the Mayor) <ul style="list-style-type: none"> • Subdivision Amendment to create additional lots (608 hearing) (18.18.040) • Subdivision Amendment to remove easements etc. (no preliminary plat required). (608 hearing) (18.18.050) • Subdivision Preliminary Plat • Subdivision Amendment to Vacate a Public Street (14.48, 18.18) • Street Dedication (for streets not reviewed as part of a Subdivision Plat) [15.28.030.B] • PUD Subdivision Preliminary Plat (Planning Commission approval for the PUD is required prior to consideration of the preliminary plat) • Exception to Road Improvements [15.28.070] 	\$115.00
	Town Council Meeting: (Planning Commission's recommendation to the Town Council. <ul style="list-style-type: none"> • General Plan and General Plan Amendment Ordinances • Re-Zone up to 10 Acres (Zoning Map Amendment) [19.90.050] (Re-Zones greater than 10 acres require consideration of an Area Amendment to the General Plan prior to acceptance of the Re-Zone application. See General Plan Amendment). • Takings Relief Petition [19.93.040] 	\$115.00

Land Use Fees Schedule Continued

Continued: Public Body	General Plan or General Plan Amendment	
	• Text Amendment	\$300.00
	• Area Amendment (base)	\$1500.00 plus per acre fee
	• Greater than 10 to 50 Acres	Base Fee plus \$200.00 per acre
	• 50 to 100 Acres	Base Fee plus \$300.00 per acre
	• Larger than 100 acres	To be determined prior to acceptance of the application
	• Suggested Projects	No Fee
Land Use Hearing Officer Review	<ul style="list-style-type: none"> • Appeals of Conditional Use Decisions [19.92.030] • Appeals of a zoning decision or interpretation [19.92.050] • Special Exceptions [19.92.060] <ul style="list-style-type: none"> ○ Adjusting a zone boundary line ○ Enlargement or addition to a noncomplying structure ○ Relocation or reconstruction of a noncomplying structure • Variances from the terms of the zoning ordinance [19.92.040] • Appeal of a final decision on a Subdivision [18.08.040] • Appeals of a waiver or modification decision [19.72.060.C.9] <p><i>Note: In the case of appeals: if the Land Use Hearing Officer finds in favor of the appellant/applicant then the \$1000.00 shall be refunded less a \$100.00 administration fee. (To be clear \$900.00 shall be refunded).</i></p>	\$1,000.00
	• Double fee (if construction has started)	\$2,000.00

Planning and Development Services Code Enforcement Fees Schedule

Activity	Fee Schedule Activity	Fee
Administrative Fee	Weed, tree removal, debris.	\$100.00
Civil Penalty		Based on number of days
Clean-up Fees	Billed costs from Public Works for clean up as well as an administrative fee as noted above.	Based on size
Post Compliance Penalty		Based on number of days
Daily Violation Fee for Short Term Rental Violation	Per infraction	\$100/day/ infraction
Nuisances	Per infraction	\$100/day/ infraction
Noise	Per infraction	\$100/day/ Infraction
Operating short-term rental Without a business license	Per day	\$650/day/ Infraction
Operating short-term rental for less than two nights for each stay	Per day	\$650/day/ Infraction
First violation unauthorized special event at a short-term rental	Per day	\$650/day/ infraction
Second violation		\$650/day/ Infraction
Vehicle/Parking Violations:		
Parking Prohibited	11.20.050	\$150.00/per violation
Parking of Trucks	11.20.060	\$150.00/per violation
Approach to Parking Space	11.20.070	\$ 75.00/per violation
Unattended Vehicle	11.20.080	\$ 75.00/per violation
Parallel Parking	11.20.090	\$ 75.00/per violation
Double Parking	11.20.110	\$150.00/per violation
Obstructing Traffic	11.20.120	\$150.00/per violation
Parking in Winter	11.20.130	\$150.00/per violation
Long-Term Parking	11.20.135	\$150.00/per violation
Prohibited Purposes	11.20.140	\$ 75.00/per violation
Violation of Title 11	All other sections -	\$150.00/per violation

Planning and Development Services

Bond Fees Schedule

Services	Fee Activity Detail	Fee
Bond Administration Fees	Bond Processing (must be paid prior to acceptance of the bond)	\$100.00
	Bond Forfeiture (will be called upon if improvements not done by expiration date)	Based on Bond Amount
	Deferred Curb and Gutter	Based on Size
	Bond Reinspection (This is used for ENG and CODE. This is also used for a Partial Bond Release. Will be added if applicant fails bond inspection twice.)	\$100.00
	Overtime/After Hour inspection fee	See hourly rate

Planning and Development Services

Additional Fee Schedule

Additional Services/Costs	Fee Activity Detail	Fee
Development Agreement		\$1,000.00
Hourly Rate	Per hour fee (Overtime/After Hours/Plan Check/Etc.	\$120.00 per hour
Geology and Natural Hazards Review	Initial Site Assessment	\$75.00
	Review of a technical report for a single-family dwelling and all other development types.	Full cost of review completed by contracted agency.
GRAMA	Research and compiling fees	Charged actual costs for research and materials per MSD Records Access and Management Policy.
Material Costs	Copies (up to 11x17in)	\$0.20
	Copies (Larger than 11x17in)	\$5.00
	Large Format Color Map	\$50.00
	Large Format Black and White Map	\$20.00
	CDs, USB Thumb Drives, etc.	\$20.00
Research	Types of Research offered: <ul style="list-style-type: none"> Legal status of a lot or parcel 	\$25.00 plus \$25.00 per hour

	<ul style="list-style-type: none"> • Zoning compliance letter • Administrative decision 	
Salt Lake County Health Department Review	Health Department	\$25.00
Postage	Postage (for noticing mailings this is charged per meeting)	Varies by project
Newspaper notice	Noticing costs for meeting before councils	Varies by project

Planning and Development Services Fees collected for the Engineering Division

Services	Fee Activity Detail	Fee
Administrative Charges	Bond Processing Fee (3.56.060)	\$100.00
	Bond Re-inspection Fee (3.56.080)	\$100.00
	Partial release (3.56.070)	\$100.00
	Compliance Fine	\$50.00
	Exception Request	\$250.00
	Express Checking	\$250.00
Right of Way Improvement Fee (3.48.010) No existing curb & gutter, design & stake, inspect by County (with or without sidewalk)	Curb, gutter, sidewalk & drive approaches	\$200.00 + \$2.00 per linear foot
	Curb, gutter & drive approaches	\$200.00 + \$2.00 per linear foot
	Sidewalk only	\$200.00 + \$2.00 per linear foot
	Drive approaches only	\$130.00 + \$2.00 per linear foot
No existing curb & gutter, design & stake, inspect by other, check and inspect by County (with or without sidewalk)	Curb, gutter, sidewalk & drive approaches	\$150.00 + \$1.00 per linear foot
	Curb, gutter & drive approaches	\$150.00 + \$1.00 per linear foot
	Sidewalk only	\$100.00 + \$1.00 per linear foot
	Drive approaches only	\$100.00 + \$0.50 per linear foot
Existing curb & gutter, design & stake, check and inspect by County	Sidewalk & Drive Approaches	\$200.00 + \$1.00 per linear foot
	Drive approaches only	\$200.00 + \$1.00 per linear foot
Replacement of existing improvements	Re-staking Fee where County does staking	
	Minimum	\$100.00
	Maximum	\$500.00
Final Subdivision Fees	Final Subdivision Fees	Equation

	Engineering Checking Fee	Equation based on bond amount
	Amended Subdivision Plat	\$350.00
Plat Filing and Engineering Checking Fee for Subdivisions	Prior to review, 35% of 6% of bond, default of \$90 per lot, minimum of \$180 or the appropriate calculation described above. Prior to recording or construction, 100% of 6% of bond minus fee already paid.	Equation
Engineering Checking Fee for Subdivision with no plat		\$200.00
Engineering Checking Fee for Non-Subdivision development	Prior to engineering review	\$150.00
	Prior to approval or construction, 4.5% of total bond for landscaping, off-site, and on-site storm drainage minus fees already paid	Equation
Road dedication fees for non-subdivision development	Where dedication is required for street widening and improvements	\$150.00
	Street signs	\$180.45
	Survey Monument	\$150.00
	Survey Monuments	\$400.00
	Urban Hydrology Checking Fee	\$150.00
Geology/Natural Hazards Review Application Fees (3.52.160)	Initial Site Assessment	\$75.00
	Review of Technical Reports - Minor Report	\$450.00
	Review of Technical Reports - Major Report	\$900.00
Storm Drain Impact Fee	Landuse Storm Drain impact	Equation
Traffic Impact Review	Initial Site Assessment	\$75.00
	Review of a Minor Report (3.52.17)	\$300.00
	Review of a Major Report (3.52.17)	\$500.00

Glossary

CODE: Code enforcement

Condominium Plat: The procedure to review and record a condominium plat is subject to the Condominium Ownership Act (57.8- Utah Code). Staff review includes addressing all units, a review to verify compliance with the zoning ordinance and conditions of approval previously imposed and an engineering review to verify compliance with platting requirements.

COM: Commercial

ENG: Engineering

Equation: Used when the fee is based on an equation structure that cannot be easily defined in a table. Please contact the appropriate department for more detail on what that fee includes.

General Plan Amendment: Planning Commissions make a recommendation to the Town Council who must authorize Amendments to a General Plan. This process is used only when it is demonstrated by the applicant that there has been a change in circumstances or other sufficient reasons to justify consideration. A study that includes public involvement is conducted after Council gives the direction to proceed to the Development Services Director.

Home Daycare I Pre-school Application Fees: Although a home daycare I pre-school is operated out of a private residence, it is not considered or reviewed in the same manner as a home business. Therefore, they are listed separately in the fee schedule and in the ordinance.

Modification to a Recorded Subdivision Plat: Utah Code, 17.27-808, requires a specific process be followed to amend, vacate or alter a recorded subdivision plat. This involves application to the county, notice, a public hearing before the planning commission and county executive (commonly referred to as a 608 hearing/ Mayor's Meeting). Additionally, the county completes engineering review of the preliminary and final plat prior to approval and recording. Fees may include: Planning Commission Review, Additional Public Body Review, Technical Review.

PUD (Planned Unit Development): In those zones which allow development of a PUD they are listed as a Conditional Use, which requires review by the Planning Commission. For developers who intend to sell individual lots within the PUD both the Planning Commission Review and a Subdivision Preliminary Plat would be required (also a review by the Planning Commission), and a Technical Review prior to final approval is also required. Per the fee schedule each of these reviews requires separate fee.

Additionally, because more than one review process is required the application would also involve an Agency Review Meeting. Fees may include: Agency Coordination Meeting, Planning Commission Review (Conditional Use), Planning Commission Review (Preliminary Plat), Technical Review.

The conditional use approval (planning commission approval) is required prior to preparation of the subdivision preliminary plat to ensure that the recommendations of the Planning Commission are properly incorporated into the preliminary plat.

Re-Zone (Zoning Map Amendment): A request to change the existing zoning (re-zone) requires: review and recommendation from the planning commission (Public Body Review) and final decision by the county council (Additional Public Body Review) and technical work (Technical Review) for map and index work). In cases where the General plan is not clear on the zoning designation which should be allowed, compliance with the General Plan must be considered as part of the re-zone application. The impacts of a re-zone which is for an area of 10 acres or larger should be considered as part of a General Plan Amendment which must be completed prior to accepting the application for a property re-zone.

Res: Residential

Signs: Signs vary in the type and complexity of review process required therefore they are listed under several review types. It is intended that the fees are assessed per review process and not per sign. For example, a business that had 2 signs which required Planning Commission review would be charged for 1 planning commission review. However, a business which had 1 sign which required planning commission review and another sign which did not, would be charged for 1 planning commission review and 1 staff review.

Subdivision: A request to subdivide property requires review and approval of a preliminary plat, and a Technical Review of the Final Plat. Additionally, an Agency Review Meeting is required. Note that in the case of a "one-lot" subdivision there might also be an Administrative Review for the proposed Single-Family Dwelling. Fees may include: Agency Coordination Meeting, Planning Commission Meeting, Technical Review, Staff Review of a Site Plan.

Valuation: The estimated construction cost for the project