

AN ORDINANCE OF THE SOUTH SALT LAKE CITY COUNCIL ENACTING CHAPTER 4.05 OF THE SOUTH SALT LAKE MUNICIPAL CODE AND AMENDING CHAPTERS 4.04, 4.08, 4.12, 4.16, 4.20, 4.24, 4.28, 4.32, 17.01, 17.03, AND 17.06 OF THE SOUTH SALT LAKE CITY MUNICIPAL CODE TO REGULATE SHORT TERM RENTALS AND TO CORRECT TECHNICAL ERRORS.

WHEREAS, the South Salt Lake City Council ("City Council") is authorized to enact, amend, or repeal ordinances governing the City of South Salt Lake ("City") including ordinances regulating housing and land use and development within the City; and

WHEREAS, City staff has proposed enactment of Chapter 4.05 of the South Salt Lake Municipal Code ("City Code") regulating short term rentals in the City; and

WHEREAS, City Staff has proposed changes to chapters 4.04, 4.08, 4.12, 4.16, 4.20, 4.24, 4.28, 4.32, 17.01, 17.03, and 17.06 in the Housing and Land Use and Development section of the City Code to regulate short-term rentals and to fix technical errors; and

WHEREAS, the South Salt Lake General Plan 2040 encourages the preservation of the existing the housing in the City; and

WHEREAS, the Planning Commission held a duly noticed public hearing, pursuant to Utah Code Ann. § 10-9a-503 and Section 17.11.060 of City Code on February 20, 2025, where the public had an opportunity to comment on the proposed enactments and amendments to the City's land use regulations; and

WHEREAS, the Planning Commission found that the proposed enactments and amendments were consistent with the goals and objectives of the City's General Plan and in the best interests of the City and forwarded a recommendation of approval to the City Council; and

WHEREAS, the City Council met in regular session on March 12, 2025, to review, among other things, the proposed enactments and amendments to the City Code, the Planning Commission's recommendation, and the objections, if any, forwarded for the Council's review and finds that the proposed amendments are beneficial to the City, its residents, business members, and visitors; and

WHEREAS, the City Council hereby determines that the enactment of Chapter 4.05 and the above referenced amendments to certain chapters of Title 4 and Title 17 of the City Code align with the City's interests in promoting prosperity, economic and orderly growth, and improving the comfort, convenience, and aesthetics of the City.

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

**SECTION I. Enactment and Amendment.** City of South Salt Lake Municipal Code Title 4 *Housing*, chapter 4.05 is hereby enacted. Additionally, chapters 4.04, 4.08, 4.12, 4.16, 4.20, 4.24, 4.28, and 4.32 and Title 17 *Land Use and Development*, chapters 17.01, 17.03, and 17.06 are hereby amended as outlined in Exhibit A.

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

**SECTION III. Conflict with Existing Ordinances, Resolutions, or Policies.** To the extent that any ordinance, resolution, or policy of the City of South Salt Lake conflicts with the provisions of this ordinance, this ordinance shall prevail.

**SECTION IV. Effective Date.** This ordinance shall become effective upon the Mayor's signature and publication, or after fifteen (15) days or transmission to the Office of the Mayor if neither approved nor disapproved by the Mayor, and thereafter, publication.

(Signatures appear on next page; remainder of page intentionally left blank)

Dated this 12<sup>th</sup> day of MARCH 2025.

BY THE CITY COUNCIL:



Sharla Bynum, Council Chair

ATTEST:



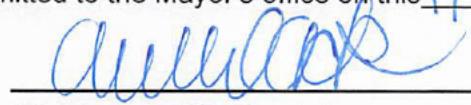
Ariel Andrus, City Recorder

City Council Vote as Recorded:

Bynum	<u>yes</u>
deWolfe	<u>yes</u>
Huff	<u>yes</u>
Mitchell	<u>yes</u>
Sanchez	<u>yes</u>
Thomas	<u>yes</u>
Williams	<u>yes</u>

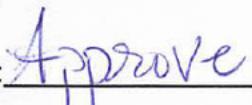


Transmitted to the Mayor's office on this 17 day of MARCH 2025.

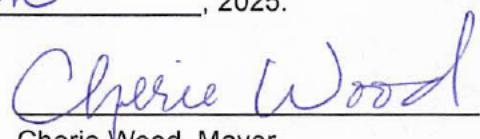


Ariel Andrus, City Recorder

MAYOR'S ACTION:



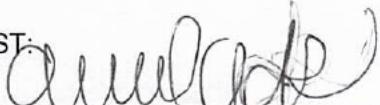
Dated this 18<sup>th</sup> day of March, 2025.



Cherie Wood

Cherie Wood, Mayor

ATTEST:



Ariel Andrus, City Recorder

# Title 4

## HOUSING

### Chapter 4.04 GENERAL PROVISIONS

#### 4.04.010 Purpose.

The ~~city council~~ City Council of South Salt Lake finds that a large number of ~~dwelling~~ Dwelling units within the ~~city~~ City of South Salt Lake are occupied on a rental tenancy basis. The ~~city council~~ City Council of South Salt Lake also finds that pursuant to constitutional and legislative authorization, the ~~city~~ City is permitted to license, regulate and enact ordinances governing ~~rental dwellings~~ Rental Dwellings, ~~mobile~~ Mobile home parks and trailer courts. The ~~city council~~ City Council finds that regulation is necessary due to a history of nuisance activities by ~~tenants~~ Tenants, unsanitary conditions and unfit premises. As such, a rigorous housing program is necessary in order to improve the quality of life for residents of the ~~city~~ City abiding in ~~rental dwellings~~ Rental Dwellings and ~~mobile~~ Mobile home parks.

#### 4.04.020 Definitions.

As used within any chapter in this title:

"Apartment complex" means a parcel of real property, or a series of contiguous parcels sharing a common ~~owner~~ Owner, containing ten or more ~~rental dwelling~~ Rental Dwelling units.

"Background check" means a printed history of the tenant's criminal activity, either prepared by the Utah Bureau of Criminal Identification, or a service which provides the same data.

"Business ~~license official~~ License Official" means an employee, official or agent of the ~~city~~ City authorized to review, issue, suspend and revoke business licenses and applications for licenses.

"City" shall mean the City of South Salt Lake, Utah.

"City Attorney" shall mean the duly appointed City Attorney.

"City official" means any employee, official or agent of the ~~city~~ City authorized to administer or enforce the provisions of the City Code.

"Community Development Director" shall mean the duly appointed Community Development Director.

"Complainant" shall mean a Person, including the Community Development Director, who files a complaint under this chapter.

"Conciliation" shall mean the attempted resolution of issues raised in a complaint filed under this chapter, or raised in the investigation of the complaint, through informal negotiations involving the Complainant, the respondent, and the Housing administrator.

"Conciliation agreement" shall mean a written agreement setting forth the resolution of issues by Conciliation under this chapter.

"Criminal conduct" refers to both "~~serious~~ Serious criminal conduct" and "~~minor~~ Minor offenses" as those terms are defined in this section.

"Design professional" means an engineer or architect, duly and currently licensed under the laws of the state of Utah.

"Discrimination" shall mean any direct or indirect exclusion, distinction, segregation, limitation, refusal, denial, or other differentiation in the treatment of a Person or Persons because of a Person's actual or perceived Sexual orientation or Gender identity or because of a Person's association with any such Person. Discrimination shall not be interpreted to require or to grant or accord preferential treatment to any Person because of that Person's Sexual orientation or Gender identity.

"Duplex" means a building arranged or designed to be occupied by two families, the ~~structure~~ Structure only having two ~~dwelling~~ Dwelling units. Each ~~dwelling~~ Dwelling unit contains its own exclusive entry point, kitchen, bathing and toilet facilities, and separate sleeping quarters. The units are divided by a permanent wall or a doorway which may be locked on one side to the exclusion of the other.

"Dwelling" shall mean any building or portion thereof, which is designed for use as residential purposes, except hotels, mobile homes, and motels, which has been approved for residential use by the city's building official.

"Dwelling, Primary" means the principal building, or one of the principal buildings on a Lot, that contains the Primary Use on the Lot.

"Engage in Business/Engaged in the Business" means to conduct, manage, or carry on any activity as Owner, officer, agent, Manager, employer, servant, or lessee.

"Exempt residential rental business" means the rental of a residential unit within a single ~~structure~~ Structure that contains: (1) no more than four residential units, and (2) one unit which is continuously occupied by the ~~owner~~ Owner.

"Gender identity" shall mean a Person's actual or perceived Gender identity, appearance, mannerisms, or other characteristics of a Person with or without regard to the Person's sex at birth.

"Housing administrator" shall mean the Person designated by the Mayor to receive, investigate, and conciliate complaints under this chapter, or another designated representative of the City.

"Incident" is used in relation to "serious ~~serious~~ Serious criminal conduct" and "~~minor~~ Minor offense" and means an arrest or citation of a ~~tenant~~ Tenant or guest of an apartment complex for ~~criminal~~ Criminal conduct.

"Landlord" means the ~~owner~~ Owner of a ~~rental~~~~dwelling~~ Rental Dwelling, or a ~~manager~~ Manager of a ~~rental~~~~dwelling~~ Rental Dwelling, if the ~~owner~~ Owner has designated a ~~manager~~ Manager.

"Manager" means an individual or entity that has entered into a formal or informal arrangement with the ~~owner~~ Owner of a ~~rental~~~~dwelling~~ Rental Dwelling to provide management services for the unit. A ~~manager~~ Manager shall be deemed an agent of the ~~owner~~ Owner for purposes of delivery of notices required under this title.

"Mayor" shall mean the duly elected or appointed and qualified Mayor of Salt Lake City.

"Minor offense" means any criminal offense defined by state law or municipal ordinance, that can be reasonably linked to a ~~tenant~~ Tenant or guest of an apartment complex, that has the apartment complex as its locus and that is not included within the definition of "~~serious~~ Serious ~~criminal~~ conduct." "Minor offense" includes parking violations, as defined in Title 41, Chapter 6, Section 103, criminal trespass as defined in Title 76, Chapter 6, Section 206 and littering as defined in Title 41, Chapter 6, Section 114 of the Utah Code.

"Mobile home" means a factory assembled ~~structure~~ Structure or ~~structures~~ Structures equipped with the necessary service connections and made so as to be readily movable as a unit or units on its (their) own running gear and designed to be used as a ~~dwelling~~ Dwelling unit(s) without a permanent foundation. A modular home transported on wheels to its foundation shall not be considered a ~~mobile~~ Mobile home.

"Mobile home park" means a parcel (or contiguous parcels) of land which has been so designed, improved or utilized that it contains three or more ~~mobile~~ Mobile home lots available to the general public for the placement thereon of ~~mobile~~ Mobile homes for occupancy.

"Owner" means the record ~~owner~~ Owner of the real property as listed on the records of the Salt Lake County recorder or assessor's office, a lessor or a sub-lessor of a residential unit. A managing agent, leasing agent, or resident ~~manager~~ Manager is considered an ~~owner~~ Owner only for purposes of notice and other communications required or allowed under this title unless the agent or ~~manager~~ Manager specifies otherwise in writing in the ~~rental~~ Rental agreement.

"Owner-Occupied" means occupied by the record Owner of the property as the Owner's Primary Residence.

"~~Owner-occupied duplex~~ Owner-Occupied Duplex" means a ~~duplex~~ Duplex in which one of the ~~rental dwellings~~ Rental Dwellings is occupied by the record Owner of the property as the Owner's principal place of residence.

"Person" means any individual, receiver, assignee, trustee in bankruptcy, trust, estate, firm, co-partnership, joint venture, club, company, joint stock company, business trust, limited liability company, corporation, association, legal entity, society or other group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit or otherwise.

"Preponderance of the evidence" means evidence that is more convincing than the evidence supporting a contrary conclusion, as developed and explained by Utah's appellate courts.

"Primary Resident/Residence" a Dwelling that services as someone's primary home and is occupied for at least 183 consecutive days in a year.

"Real estate broker or salesperson" shall mean a principal Real estate broker, an associate Real estate broker, or a Real estate sales agent as those terms are defined in Utah Code Section 61-2-2 or any successor provision.

"Religious organization" shall mean a religious corporation, association, educational institution, society, trust, or any entity or association, which is a wholly owned or controlled subsidiary or agency of any religious corporation, association, society, trust or corporation sole.

"Rent" shall mean to lease, sublease, let, or otherwise grant for a consideration the right to occupy premises not owned by the occupant.

"Rental agreement" means any agreement, written or oral, which establishes or modifies the terms, conditions, rules or any other provision regarding the use and occupancy of a ~~residential rental unit~~ Rental Dwelling.

"Rental ~~dwelling~~ Dwelling" means a building or portion of building that is:

1. Used or designated for use as a residence by one or more ~~persons~~ Persons, and includes the appurtenances, grounds, and facilities held out for the use of the residential ~~renter~~ Renter generally, as well as any other area or facility provided to the ~~renter~~ Renter in the ~~rental~~ Rental agreement; and
2. Available to be rented, loaned, leased or hired out for a period of one month or longer; or
3. Arranged, designed, or built to be rented, loaned, leased, or hired out for a period of one month or longer.

~~Rental dwelling~~ Rental Dwelling includes ~~single~~ Single family rentals, ~~duplexes~~ Duplexes, ~~owner-occupied duplexes~~ Owner-Occupied Duplexes and apartments. ~~Rental Dwelling~~ does not include Short-Term Rentals.

"~~Rental dwelling~~ Rental Dwelling unit" means a residential unit held out for lease to the public, which is part of or inside of a ~~rental dwelling~~ Rental Dwelling containing at least one other unit for lease.

"Rental property" means the premises on which are located residential ~~rental dwellings~~ Rental Dwellings and for which there is a single ~~owner~~ Owner, including all ~~rental dwellings~~ Rental Dwellings, common and parking areas, driveways, walkways, yards, plazas and stairwells.

"Renter" means any ~~person~~ Person entitled under a ~~rental~~ Rental agreement to occupy a ~~rental dwelling~~ Rental Dwelling to the exclusion of others.

"Residential real estate related transaction" shall mean the making or purchasing of loans or providing other financial assistance for purchasing, constructing, improving, repairing, or maintaining a Dwelling; or secured by Residential real estate; or selling, brokering, or appraising residential real property inside the City.

"Respondent" shall mean a Person identified in a complaint as having committed an unlawful housing practice under this chapter.

"Responsible Person" means the person(s) determined by the City who is responsible for causing, maintaining, or allowing the continuation of a violation of the City code. Responsible Person shall include, but is not limited to, a property Owner, agent, tenant, lessee, occupant, architect, builder, contractor, business owner Owner, or other Person who individually or together with another Person is responsible for causing, maintaining, or allowing the continuation of a violation of any provision of the City code.

"Service building" means a building which houses toilets, lavatories, bathing facilities, a service sink, and may also include laundry and other accommodations as may be required. Comfort of the occupant is provided for by adequate heating, lighting and ventilation.

"Serious criminal conduct" means any of the following that has the ~~apartment~~ Apartment complex as its locus and can be reasonably linked to a ~~tenant~~ Tenant or guest of the ~~apartment~~ Apartment complex (all references are to the Utah Code): the unlawful sale, manufacture, service, storage, distribution, dispensing or acquisition of any controlled substance, precursor, paraphernalia or analog specified in Title 58, Chapter 37, Controlled Substances, Chapter 37a, Paraphernalia; Chapter 37b, Imitation Controlled Substances, Chapter 37c, Precursors or Chapter 37d, Clandestine Labs; criminal activity committed in concert with two or more ~~persons~~ Persons as provided in Section 76-3-203.1; an offense involving any form of abuse of a child or violence or the threat of violence against a ~~person~~ Person as defined in Title 76, Chapter 5, Offenses Against the Person; sexual exploitation of a child as defined in Title 76, Chapter 5a, Sexual Exploitation of Children; an offense involving intentional damage to property as defined in Title 76, Chapter 6, Part 1; an offense relating to burglary of a building or vehicle or possession of burglary tools as defined in Title 76, Chapter 6, Part 2; an offense involving any form of robbery as defined in Title 76, Chapter 6, Part 3; an offense involving any form of theft as defined in Title 76, Chapter 9, Part 4; riot, disorderly conduct or failure to disperse as defined in Title 76, Chapter 9, Part 1; an offense involving any form of animal fighting as defined in Title 76, Chapter 9, Part 3; an offense involving intoxication or any form of lewdness or voyeurism as defined in Title 76, Chapter 9, Part 7; an offense involving a dangerous weapon as defined in Title 76, Chapter 10, Part 5; an offense involving a nuisance as defined in Title 76, Chapter 10, Part 8; gambling permitted to be played, conducted or dealt as prohibited in Title 76, Chapter 10, Part 11, Gambling; or prostitution or promotion of prostitution carried on by one or more ~~persons~~ Persons as provided in Title 76, Chapter 10, Part 13, Prostitution.

"Serious safety violation" means any hazard constituting an imminent threat to the life safety of an occupant or neighbor, and for which condemnation, closure to occupancy or termination of utilities is provided in electrical, building, plumbing or similar codes.

"Sexual orientation" shall mean a Person's actual or perceived orientation as heterosexual, homosexual, or bisexual.

"Short-Term Rental (STR)" means a residential unit or any portion of a residential unit that the Owner of record or the lessee of the residential unit offers for occupancy for fewer than 30 consecutive days and is: an Owner-Occupied Duplex; an Owner-Occupied Rental Property; or in a property owned by a Primary Resident who resides in South Salt Lake.

"Single family rental" means a building arranged or designed to be occupied by one family and held for lease to the general public, the ~~structure~~ Structure only having one unit.

"Structure" means anything constructed or erected which requires location on or below the ground or attached to something having location on or below the ground.

"Tenant" means every ~~person~~ Person who resides in a ~~rental dwelling~~ Rental Dwelling, whether named in the lease or not.

"Unlawful practice" shall mean a discriminatory act or practice relating to housing that is prohibited under this chapter.

"Wastewater" means discharges from all plumbing facilities, such as rest rooms, kitchen and laundry fixtures either separately or in combination.

#### **4.04.030 Existing law continued.**

The provisions of this title shall not invalidate any other title, chapter or ordinance of this code, but shall be read in conjunction with those titles, chapters and ordinances and shall be used as an additional remedy for enforcement of violations thereof.

#### **4.04.040 Criminal or civil prosecution right.**

The ~~city~~ City shall have sole discretion in deciding whether to file a civil nuisance action under state law, a criminal case or to pursue an administrative enforcement action for the violation of any of its ordinances or applicable code requirements. The enactment of this title shall not be construed to limit the ~~city's~~ City's right to prosecute any violation as a civil nuisance violation or a criminal offense under state or municipal law.

#### **4.04.050 Severability.**

If any chapter, section, subsection, sentence, clause, phrase, portion or provision of this title is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this chapter. The ~~city council~~ City Council hereby declares that it would have adopted this title and each chapter, section, subsection, clause, phrase, portion or provision thereof, irrespective of the fact that any more or more sections, subsections, clauses, phrases, portions or provisions be declared invalid or unconstitutional. This section shall apply to all amendments made to this title.

#### **4.04.060 Civil liability.**

By establishing performance standards or by establishing obligations to act, it is the intent of the ~~city council~~ City Council that South Salt Lake City employees and officers are exercising discretionary authority in pursuit of an essential governmental function and that any such standards or obligations shall not be construed as creating a ministerial duty for purposes of tort liability.

### **Chapter 4.05 SHORT-TERM RENTALS**

#### **4.05.010 – Purpose.**

The purpose of this Chapter is to establish regulations and design standards for residential Short-Term Rentals (STRs) located in single family and multi-family neighborhoods. These standards seek to allow for STRs while also protecting the safety and general welfare of South Salt Lake residents and preserving the residential character of South Salt Lake single family and multi-family neighborhoods. In allowing STRs, it provides existing property homeowners economic relief who might otherwise be forced to leave a neighborhood, thus promoting, and preserving affordable housing in South Salt Lake. This chapter also intends to stabilize neighborhoods by promoting home ownership and preserving long-term rental housing in the market.

#### **4.05.020 – License Requirements**

It is unlawful for any Person to Engage in the Business of Short-Term Rental unless that Person has first obtained a business license from the business license office.

#### **4.05.030 – R1 and MPMU Restrictions**

STRs are prohibited in the R1 District, unless they are Owner-Occupied or owned and operated by a Person who's Primary Residence is within 30 miles of the STR. STRs in the R1 and MPMU Districts shall be contained within or attached (share a wall) to the Primary Dwelling. STRs are prohibited in any Accessory Dwelling Unit (ADU).

#### **4.05.040 – Application for Business License**

An application for an STR business license shall be made to the Business License Official and shall contain such information as indicated on forms provided by the City including the following:

- A. The name, mailing address, and telephone number of each of the following:
  - a. The name of property Owner;
  - b. The applicant;
  - c. The property Manager;
- B. Property Description and location by street address. A detailed written description and/or drawing of the property that identifies the use of each room of the Dwelling and defines the portions of the Dwelling to be used for an STR shall be provided;
- C. A site plan/drawing of the proposed STR showing the location of required off-street parking spaces;
- D. The number of rooms available for rent;
- E. The number of Persons the STR will accommodate;
- F. A FEIN number or tax account number;
- G. The name and telephone number of the property Owner or Owner's agent who is available by telephone twenty-four hours per day, and who can respond within 30 minutes to the site, 24 hours a day, 7 days a week;
- H. Such other information as the Business License Official determines may be needed to assist in issuing the permit or license;
- I. A signed declaration on a form provided by the City identifying the requirement of an STR business license that the applicant is currently in compliance with all legal requirements regarding STRs, has paid all applicable taxes, fees and other charges regarding STRs, and agrees to continually comply with all requirements regarding STRs;
- J. For STRs in the R1 and MPMU Districts, a signed affidavit sworn before a notary public shall be provided by the Owner stating that the proposed property is the Owner's Primary Residence, and the Owner will remain as the primary occupant of the home for at least 183 days per calendar year. The Owner shall also provide proof of Primary Residency in the form of a document from at least two of the following categories that show the applicant's name and the address of the property for which an STR business license is being applied for:
  - a. Utility bill, dated within the last sixty (60) days;
  - b. Correspondence from any government agency that shows the home address, dated within the last sixty (60) days;
  - c. A voter registration card dated within the last calendar year;
  - d. A social security statement, dated within the last sixty (60) days;
  - e. A bank statement dated within the last sixty (60) days;
  - f. Automobile registration documentation dated within the last calendar year;
  - g. Income tax forms dated from the most recent tax filing period;

- h. Insurance documentation or insurance bill dated within the last calendar year that shows home address;
- i. Current active business license or permit issued by South Salt Lake, a state, or federal agency that shows home address;
- j. College or school correspondence that shows home address, dated within the last sixty (60) days;
- k. W-2 from the most recent tax filing period;
- l. Official payroll documentation that includes home address issued by an employer within the last sixty (60) days, such as a pay stub,, a form submitted for tax withholding purposes, or a payroll receipt;
- m. At renewal provide proof of required property and sales tax remittance.

#### **4.05.050 – Business License Denial, Suspension or Revocation**

- A. An STR business license that has been granted may be suspended or revoked for any violation of the provisions of this chapter, or for any reason stated in any applicable laws.
- B. Any appeal of a decision to deny, suspend, or revoke an STR business license shall be heard in accordance with those procedures established by South Salt Lake Code §5.02.

#### **4.05.060 – Inspections for Compliance and Business License Renewals**

- A. Prior to issuance of any STR business license, the building department and the Fire Marshal or designee shall conduct an inspection to ensure compliance with this chapter and all other applicable laws.
- B. After an STR business license has been granted, or as part of the annual license renewal, the Business License Official, Building Official, or Fire Marshall may require inspections of an STR to ensure compliance with this chapter and all other applicable laws. Failure to respond or comply with inspection requirements shall be grounds for denial, suspension or revocation of the STR business license.
- C. As part of an annual renewal of a business license for an STR, the applicant shall resubmit the required documents as set forth in South Salt Lake Code §5.02
- D. As part of an annual renewal of a business license for an STR, the applicant shall resubmit the affidavit acknowledging ownership requirements as applicable in the R1 and MPMU land use districts.
- E. As part of the initial application requirements and annual renewal of a business license for an STR, the applicant shall submit a signed affidavit sworn before a notary public on a form to be provided by the City and signed by the applicant that acknowledges they have completed and will submit their own Home Fire Inspection Report.
- F. Upon receiving a complaint, and based on a physical inspection of the property, if the occupancy requirements are exceeded, a red tag may be issued.

#### **4.05.070 – Occupancy Requirements**

- A. The maximum Renter occupancy of an STR shall be no more than;
  - a. Two (2) adults per bedroom, or
  - b. Eight (8) related adults, or
  - c. Four (4) unrelated adults, or
  - d. Ten (10) total Persons;
  - e. This maximum occupancy shall not include the Owner or Persons related to the Owner.
  - f. The business license shall state maximum occupancy allowed.

B. The property shall not be rented to more than one Renter at any given time, and the Owner shall not divide and Rent out portions of the Dwelling to multiple Renters at the same time.

#### **4.05.080 – Maintenance; Structure and Grounds; Other Requirements and Limitations**

A. An STR shall be maintained to the following minimum standards:

1. Periodic, exterior maintenance service of the house, property, grounds and adjacent areas including driveways and sidewalks shall be provided by the Owner, including removal of trash, leaves and snow, and other materials on at least a weekly basis as provided in South Salt Lake Code §'s: 12.08.090; 12.08.110; 12.52.050; and 17.06.300.
2. The Owner shall ensure that Renters adhere to county noise regulations enforced by local law enforcement agencies.
3. STRs may not be used for any of the following:
  - a. Commercial purposes not otherwise permitted in the zone, including hosting parties;
  - b. Distribution of retail products or personal services to invitees for marketing or similar purposes; or
  - c. The outdoor display of goods and merchandise for sale.
4. Required off-street parking areas and access to parking areas shall be maintained and available for use at all times. Parking for this use shall be incremental to the requirements for the Primary Dwelling and include a minimum of one off-street parking spaces for each five (5) occupants allowed.
5. Any STR in South Salt Lake City shall include the following statement in any online advertisement for the STR unit: "This short-term rental is legally permitted by South Salt Lake City and short-term rental business license #[South Salt Lake City Business License number]. Any short-term rental in South Salt Lake City operating without a business license number included within its online advertisement is operating illegally."

B. The access to the STR unit and the layout of the STR shall be designed so that noise, light, and occupants from the STR unit are not likely to be a substantial intrusion on adjacent properties.

C. Responsible Party.

1. The resident Owner is personally liable for failure to manage properly the STR.
2. The resident Owner or Owner's agent must be available by telephone, or otherwise, twenty-four hours per day and must be able to respond to inquiries within thirty minutes of receipt of an inquiry.

D. The licensee must have a sales tax collection and sales tax accounting number for the rental operation and the sales tax number must be included on the STR Business License application. All applicable taxes, charges and fees, including the transient room tax, must be paid in full during the period of licensure.

E. Only one STR business license shall be issued per property.

#### **4.05.090 – Noticing and Posting Requirements**

A. One nameplate sign shall be permanently attached on the exterior of the building or in a conspicuous location on the site at time of business license inspection. The nameplate sign shall provide:

1. The name and telephone number of the resident Owner or Owner's agent who can be contacted twenty-four hours a day,
2. The occupant load of the building as allowed by South Salt Lake,
3. Be made of durable, weather resistant material,

4. Not exceed eight inches by eleven inches in dimension, and
5. Contain no advertising.
6. Include the business license number and maximum occupancy

B. Post the City issued STR business license on the interior of the building in a conspicuous location near the main entrance of the STR at time of business license inspection with the following information:

1. Parking requirements and location of off-site parking spaces
2. County noise regulations
3. Garbage pick-up dates
4. South Salt Lake business license number
5. Maximum allowed occupancy
6. Name and contact information of the registered agent
7. Contact information for the South Salt Lake City Police and Fire Departments.

#### **4.05.100 – License Fees**

At the time the business license application is filed, the applicant shall pay to the business license office a fee, in an amount to be established in the consolidated fee schedule in South Salt Lake Code §3.11.030.

#### **4.05.110 – Hosting Platform Responsibilities.**

- A. Subject to applicable laws, hosting platforms must disclose to the City on a semiannual basis each home-sharing and vacation rental listing located in the City, the names of the persons responsible for each such listing, the address of each such listing, the length of stay for each such listing, and the price paid for each stay.
- B. Hosting platforms may not complete any booking transaction for any residential property or unit unless that property or unit is licensed under the requirements provided in this Chapter at the time the hosting platform receives a fee for the booking transaction.
- C. A hosting platform operating exclusively on the internet that operates in compliance with Subsections A and B of this Section shall be presumed to be in compliance with this Chapter, except that the hosting platform remains responsible for compliance with the administrative subpoena provisions of this Chapter.
- D. The provisions of this Section shall be interpreted in accordance with otherwise applicable State and Federal law(s) and will not apply if determined by the City to be in violation of, or preempted by, any such law(s).

#### **4.05.120 – Violations**

For purposes of enforcement of violations of this chapter, each day that any violation occurs, or that applicable taxes and fees are unpaid, is deemed to constitute a separate violation.

#### **4.05.130 – Non-Conforming Use and Non-Complying STRs**

Refer to South Salt Lake Code §17.09 for any Non-Conforming Use or Non-Complying STRs.

#### **4.05.140 – Short-Term Rental License Caps**

The City shall limit its issuance of STR Business Licenses as indicated below:

- A. The total number of STR licenses issued in the City shall not exceed more than 200.
- B. The total number of STR licenses issued per City block shall not exceed more than two (2).

C. If a complete application, meeting all other requirements for approval is received after the maximum number of STRs has been met either Citywide or per block, the application shall be placed on a waiting list in order of the date of receipt of a completed application. This list shall be reviewed on an annual basis. No renewal fees will be due until a STR license is issued. An applicant on the waiting list may remove its name from the waiting list at any time but forfeits the nonrefundable application fee by removing its name.

#### **4.05.150 – Exceptions**

- A. STRs that had a South Salt Lake Business Licensed before February 14, 2025, do not need comply the standards found in §4.05.030, 4.05.070, 4.05.080, and 4.05.090.
- B. In the event of a sale or transfer of ownership of the property, all standards shall be met.

### **Chapter 4.08 RENTAL DWELLINGS**

#### **4.08.010 License—Required.**

- A. It is unlawful for any ~~person~~ Person, firm, corporation, partnership, or association, as ~~owner~~ Owner, lessee, or agent thereof to keep, conduct, operate or maintain any ~~rental dwelling~~ Rental Dwelling within the limits of the ~~city~~ City of South Salt Lake, or cause or permit the same to be done, unless such ~~person~~ Person, firm, corporation, association, or partnership holds a current, unrevoked operating regulatory business license under this chapter.
- B. An ~~owner~~ Owner of multiple-~~rental dwellings~~ Rental Dwellings or multiple buildings containing ~~rental dwellings~~ Rental Dwelling is not required to obtain more than one regulatory business license for the operation and maintenance of those ~~rental dwellings~~ Rental Dwellings.
- C. Such licenses are not transferable between parties or ~~structures~~ Structures, and parties holding such licenses shall give written notice within forty-eight (48) hours to the ~~business license official~~ Business License Official after having transferred or otherwise disposed of the legal or equitable control of any premises licensed under these provisions. Such notice of transferred interest shall be deemed a request to cancel the existing business license, and shall include the name, address, and control of the premises as required under Section 4.08.030 of this chapter. The new ~~owners~~ Owners must obtain a business license as required in this section. Prior to renting any Residential Dwelling Unit as a Rental Dwelling, Owners shall be responsible for supplementing the Business License Official's records.

#### **4.08.020 License—Application.**

An application for a ~~rental dwelling~~ Rental Dwelling business license shall be made to the ~~business license official~~ Business License Official and shall contain such information as indicated on forms provided by the ~~city~~ City including the following:

- A. The location and address of such ~~rental dwelling~~ Rental Dwelling;
- B. The number of units located in such ~~rental dwelling~~ Rental Dwelling;
- C. The name, address, and telephone number of each of the following:
  1. The applicant;
  2. The ~~owner~~ Owner of the fee title interest;
  3. The owners of any equitable interest;
  4. The local operating agent;

5. The resident ~~manager~~ Manager; and
6. The designation of a legal representative and agent for such service of each corporate and out-of-state resident ~~owner~~ Owner, who must reside in the state of Utah;

D. The signatures of any and all owners of the premises, and the operator, if different, agreeing to comply with applicable ordinances and to authorize inspections as provided for in this chapter.

#### **4.08.030 License—Fee.**

The license fee for a ~~rental dwelling~~ Rental Dwelling business license is to be set by resolution of the ~~city council~~ City Council and included in the ~~city~~ City fee schedule. The fee shall take into account the number of rental units operated or maintained by the applicant.

#### **4.08.040 License—Issuance restrictions.**

- A. No ~~rental dwelling~~ Rental Dwelling business license shall be issued or renewed for an out-of-state applicant unless such applicant designates in writing a power of attorney in the name of an agent located in the state of Utah for receipt of service for notice of violation of the provisions of this chapter or any other applicable ordinance, and for service of process pursuant to this chapter, acknowledged by such agent.
- B. No business license shall be issued or renewed for a ~~rental dwelling~~ Rental Dwelling unless the applicant, ~~owner~~ Owner and operator agree as a condition precedent, by signing the license application, to such inspections that the ~~city~~ City may require in order to determine whether the ~~rental dwelling~~ Rental Dwelling unit is in compliance with the applicable requirements. The failure of the applicant and/or operator to consent to such inspection shall be grounds for the denial, suspension and/or revocation of a business license, in addition to other civil or criminal penalties.
- C. No business license is to be issued until the ~~city~~ City has inspected the premises and confirmed that compliance with applicable requirements has been obtained.
- D. No business license is to be issued or renewed until the finance department has determined that the applicant, ~~owner~~ Owner or operator is not delinquent in paying any sum owed to the ~~city~~ City for any other fee or fine.

#### **4.08.050 City inspection.**

- A. The original application for a ~~rental dwelling~~ Rental Dwelling business license shall be referred to the ~~city~~ City for inspection as to whether the interior and exterior premises are in compliance with currently adopted ~~city~~ City ordinances and codes and state law. The assigned official shall report to the ~~business license official~~ Business License Official within fourteen (14) days as to the compliance with such ordinances and codes.
- B. Premises found to be out of compliance may be re-inspected upon the applicant's request made within thirty (30) days of receipt of the inspection report. If a third inspection will be required, the request must be accompanied by the payment of an inspection fee. The applicant shall not be required to pay a second business license application fee if the applicant makes a timely request for re-inspection.
- C. The failure or refusal to allow a ~~city~~ City inspector onto the premises for an inspection shall result in a denial of the business license application.

#### **4.08.060 Issuance of license.**

The ~~business license official~~ Business License Official, after receiving recommendations from the ~~community development department~~ Community Development Department, shall act upon the application in respect to granting or denying the same, as shall be deemed appropriate.

#### **4.08.070 Appeal.**

The applicant or license holder may appeal the ~~business license official~~ Business License Official's decision as provided in Section 2.22.040 of this code.

## **Chapter 4.12 GOOD LANDLORD PROGRAM**

#### **4.12.010 Purpose.**

The cost to provide municipal services to ~~rental dwellings~~ Rental Dwellings is greater than the cost to provide services to ~~owner occupied~~ Owner-Occupied ~~dwellings~~ Dwellings. Due to this added cost, disproportionate rental fees are assessed to pay the incremental cost of the disproportionate services. Pursuant to state law, however, ~~landlord~~ Landlord who actively participate in the good ~~landlord~~ Landlord program are permitted to pay a reduced fee, so long as they continue to comply with the provisions of this chapter.

#### **4.12.020 Good landlord program.**

- A. Every ~~landlord~~ Landlord who is "certified" by the ~~city~~ City pursuant to its "good landlord program" shall be entitled to a reduction in its per unit license fee in the amount set forth in the consolidated fee schedule.
- B. An ~~exempt~~ Exempt residential rental business is not required to pay a disproportionate impact fee. License fees for ~~exempt~~ Exempt residential rental businesses in the good landlord program are limited to the base licensing fee. Exempt businesses may still participate in the good landlord program and receive a discount in their base licensing fee.

#### **4.12.030 Good landlord certification.**

To receive a "good landlord" certification from the ~~city~~ City, a ~~landlord~~ Landlord shall do the following:

- A. Provide proof that the ~~person~~ Person or ~~persons~~ Persons responsible for the management of the rental housing has/have: (1) made arrangements with an entity authorized to complete ~~background~~ Background checks; (2) procured a lease form that allows prompt eviction for criminal acts or maintaining a nuisance; (3) completed good landlord training provided or approved by the ~~city~~ City prior to certification and once every three years thereafter. A property is exempt from the training requirement if the ~~manager~~ Manager or ~~landlord~~ Landlord maintains a designation as a certified property ~~manager~~ Manager with the Utah Division of Real Estate or is otherwise exempt pursuant to state law.
- B. Within thirty (30) days of a change in the ~~person~~ Person or ~~persons~~ Persons responsible for the management of rental housing, provide proof to the ~~city~~ City that the new ~~manager(s)~~ Manager(s) has/have completed good landlord training provided or approved by the ~~city~~ City.
- C. Enter into a good landlord agreement on a form prepared by the ~~city~~ City to institute the following practices:
  1. Require a written lease for every rental unit.
  2. Require that all adult occupants of the unit be listed on the lease.
  3. Perform ~~background~~ Background checks on every adult who will be listed on the lease so that the ~~landlord~~ Landlord is aware of past criminal convictions of the prospective ~~tenant~~ Tenant.
  4. Utilize a lease form that allows eviction for criminal acts or maintaining a nuisance by a ~~tenant~~ Tenant, occupant or guest.

5. Serve notice of eviction upon a ~~tenant~~ Tenant within five days of receiving notice from the ~~city~~ City of evidence which demonstrates by a ~~preponderance~~ preponderance of the evidence that a ~~tenant~~ Tenant or ~~tenant's~~ Tenant's guest has been involved in a criminal act or maintained a nuisance on the premises.
6. Provide the ~~city~~ City with a telephone number, email and postal address for the ~~landlord~~ Landlord or ~~landlord's~~ Landlord's representative to which information regarding inappropriate behavior by ~~tenants~~ Tenants, occupants or their guests and other notices which may be sent to the ~~landlord~~ Landlord or ~~landlord's~~ Landlord's representative. Each ~~landlord~~ Landlord shall be responsible to update and keep current this contact information, and shall execute a statement agreeing that notice sent to the contact information kept on file is sufficient to meet the requirements of notice under this chapter.
7. Implement "crime prevention through environmental design" practices on the premises.

D. Maintain the ~~rental dwelling~~ Rental Dwelling in a fit and habitable condition, as required by the state fit premises act, and relevant building, fire and land use codes.

#### **4.12.040 Required conditions on property.**

- A. Rental properties are required to conform with all applicable building, fire and land use codes, Title 57, Chapter 22 of the Utah Code (Utah Fit Premises Act), and Chapter 4.16 of this title (Fit Premises Ordinance).
- B. Upon receiving notice from the ~~city~~ City or any other government agency of a violation of fire, building or fit premises codes, a ~~landlord~~ Landlord must remedy the conditions listed in subsection (A) within one month, unless another amount of time is identified by state or local law for the particular violation. A participant who fails to timely bring the rental property into compliance shall have the participant's certification suspended, except as provided in Section 4.12.080.
- C. The ~~city~~ City may extend these deadlines if a ~~landlord~~ Landlord demonstrates that extensive renovation is needed to comply with these provisions, that the costs of renovation are extremely burdensome, and that progress is being made toward timely compliance.

#### **4.12.050 Audits.**

- A. The department may request an audit of the ~~landlord's~~ Landlord's written leases and ~~background~~ Background checks under the following circumstances:
  1. During a regularly scheduled audit, which may occur once every three years;
  2. When alleged criminal activity occurs at a specific rental property; or
  3. When the ~~city~~ City receives evidence that such documents are not being maintained in accordance with ~~city~~ City ordinances.
- B. For ~~landlords~~ Landlords with more than twenty (20) rental units, regular audits are initially limited to a selection of twenty-five (25) percent of the units, as selected by the ~~city~~ City prior to inspection. Further audits may be requested by the ~~city~~ City if substantial deficiencies are located within those which were provided.
- C. Except as provided in subsection (B) of this section, any ~~landlord~~ Landlord in the program must, within five business days of a request by the ~~city~~ City, produce evidence of written leases and ~~background~~ Background checks. The ~~landlord~~ Landlord may provide copies of the evidence via facsimile or electronic mail, deliver a physical copy of the evidence for the ~~city's~~ City's records, or permit a ~~city~~ City official to inspect the evidence at any business premises located within the ~~city~~ City.

D. Failure or refusal to respond to the ~~city~~ City official's request within five business days shall result in a suspension of the ~~landlord's~~ Landlord's good landlord certificate. For purposes of this section, three additional business days are permitted if notification of the audit is sent by mail.

#### **4.12.060 Renewal of certification.**

- A. The good landlord certificate expires every three years, at which time a ~~landlord~~ Landlord who wishes to remain on the program must seek a renewal of the certificate if the ~~landlord~~ Landlord wishes to seek the benefits of the good landlord program.
- B. Prior to renewal, the ~~landlord~~ Landlord or ~~manager~~ Manager must attend:
  1. A renewal good landlord course which shall be approved by the ~~city~~ City, or live training provided by another ~~city~~ City in Utah which participates in the good landlord program; and
  2. At least one local training session provided free of charge by the ~~city~~ City.
- C. Landlords of ~~exempt~~ Exempt residential rental businesses who wish to participate in the program are exempt from the instruction provisions of subsection (B) of this section, unless the department demonstrates that the ~~landlord~~ Landlord has violated the provisions of this chapter during the previous three-year period, or unless the ~~landlord~~ Landlord also owns or maintains other residential rental properties within the ~~city~~ City.
- D. The good landlord certificate will not be renewed unless the property is kept in compliance with Section 4.12.040.
- E. A ~~landlord~~ Landlord whose certification is currently suspended or revoked is not eligible for renewal.

#### **4.12.070 Suspension of certification.**

- A. If a ~~landlord~~ Landlord fails to present evidence of compliance pursuant to Section 4.12.040, or if the ~~landlord~~ Landlord fails to timely correct a minor violation of the good landlord agreement, the certification for that ~~landlord~~ Landlord shall be suspended. Minor violations include a failure to run a ~~background~~ Background check on ~~tenants~~ Tenants, failure to update contact information, failure to maintain written lease agreements, fit premises or health and safety violations which do not result in injury, violations of local ordinances, or failure to timely train new management. Suspension will also be entered if the ~~landlord~~ Landlord or ~~manager~~ Manager fails to attend the renewal courses required by Section 4.12.060.
- B. If a ~~landlord's~~ Landlord's certification is suspended, the certificate shall not be reinstated until (1) the ~~landlord~~ Landlord has corrected the violation for which suspension was entered, and (2) the ~~landlord~~ Landlord has paid an administrative fee in an amount set forth in the consolidated fee schedule.
- C. A second violation for which suspension is ordinarily imposed, if committed within one year from the initial suspension, shall result in revocation of the ~~landlord's~~ Landlord's certificate.
- D. The ~~city~~ City may not penalize a ~~landlord~~ Landlord for failing to take action against a ~~renter~~ Renter because that ~~renter~~ Renter makes reasonable requests for assistance from a public safety agency.

#### **4.12.080 Revocation of certification.**

- A. When the ~~business license official~~ Business License Official receives evidence that the ~~landlord~~ Landlord has committed a major violation of the good landlord program, or has violated state or federal law in connection with the rental property the official shall revoke the ~~landlord's~~ Landlord's certification. Major violations include failure to begin eviction proceedings against ~~tenants~~ Tenants who commit criminal acts or maintain a nuisance, or evidence that a ~~tenant~~ Tenant or guest suffered bodily injury due to inadequate conditions included in Section 4.16.060. The official shall send notification, stating the reason for the revocation by certified mail to the ~~landlord~~ Landlord together with instructions on how to appeal the official's decision.

- B. The ~~Landlord~~ **Landlord** whose certificate has been revoked is not entitled to certify again until after a one-year probation period.
- C. A ~~Landlord~~ **Landlord** seeking reinstatement must re-apply for the certificate, and provide evidence of attendance of an approved good landlord course.
- D. Further violations of state, local or federal law during the one-year probation period shall restart the one-year probation period, which extension may be appealed.

#### **4.12.090 Appeal.**

A ~~Landlord~~ **Landlord** may appeal an adverse decision related to the good landlord program to the ~~city's~~ City's administrative law judge pursuant to procedures set forth in Title 2, Chapter 22 of this code.

#### **4.12.100 Applicability of amendments to current participants.**

Unless otherwise stated, amendments to this chapter are effective immediately, but their application to ~~Landlord's~~ **Landlord's** who are currently participating in the program is deferred until the expiration or renewal of that ~~Landlord's~~ **Landlord's** certification. ~~Landlords~~ **Landlords** may be required to execute a new contract with terms which conform to the amendments, if they wish to continue participating in the program.

### **Chapter 4.16 FIT PREMISES**

#### **4.16.010 Title.**

The ordinance codified in this chapter shall be referred to as ~~city~~ City of South Salt Lake fit premises ordinance.

#### **4.16.020 Purpose.**

- A. The ~~city council~~ City Council of South Salt Lake finds that a large number of ~~dwelling~~ **Dwelling** units within the ~~city~~ City of South Salt Lake are occupied on a rental tenancy basis, and that while a large majority of both owners and ~~tenants~~ **Tenants** maintain premises in a habitable condition, a significant number of both owners and ~~tenants~~ **Tenants** fail to abide these standards, that some make unreasonable requests to enter the premises, some ~~tenants~~ **Tenants** breach an obligation to maintain premises in reasonable condition and cause damages in excess of reasonable wear and tear, that ~~rental~~ **Rental** agreements are in many cases breached by both owners and ~~tenants~~ **Tenants**, and that some ~~tenants~~ **Tenants** breach a duty to maintain peaceful enjoyment of the premises by other ~~tenants~~ **Tenants**. The council further finds that pursuant to decisions of the Utah Supreme Court that the ~~city~~ City has the necessary police and other regulatory powers to permit enactment of the ordinance codified in this chapter.
- B. The ~~city council~~ City Council intends the requirements of this chapter to clarify, not to supersede or conflict with, the requirements of the Utah Fit Premises Act, § 57-22-1 et seq. U.C.A., and finds that such clarification is necessary in order to ensure compliance with the standards for habitability in this community.

#### **4.16.030 Exclusions from application of chapter.**

The following housing is not governed by this chapter:

- A. Residence at a detention, medical, geriatric, educational, counseling, or religious institution;
- B. Occupancy under a contract of sale of a ~~dwelling~~ **Dwelling** unit if the occupant is the purchaser;

- C. Occupancy by a member of a fraternal or social organization in a building operated for the benefit of the organization;
- D. Transient occupancy in a hotel, or motel (or lodgings subject to Utah Code § 59-12-301); except that single room occupancy units (SRO) shall be governed by this chapter. SRO means an existing housing unit with one combined sleeping and living room of at least seventy (70) square feet, but of not more than two hundred twenty (220) square feet, where the usual tenancy or occupancy of the same unit by the same ~~person~~ Person or ~~persons~~ Persons is for a period of longer than one week. Such units may include a kitchen and a private bath; and
- E. Occupancy by an ~~owner~~ Owner of a condominium unit.

#### **4.16.040 Identification of ~~owner~~ Owner and agents.**

- A. A property owner, or any ~~person~~ Person authorized to enter into an oral or written ~~rental~~ Rental agreement on the property owner's behalf, shall disclose to the ~~tenant~~ Tenant in writing on or before the commencement of the tenancy the name, address and telephone number of:
  - 1. The property ~~owner~~ Owner or ~~person~~ Person authorized to manage the premises; and
  - 2. A local ~~person~~ Person authorized to act for and on behalf of the property ~~owner~~ Owner for the purpose of receiving demands, and performing the property owner's obligations under this chapter and the ~~rental~~ Rental agreement.
- B. A ~~person~~-Person, other than the tenant, who enters into a ~~rental~~ Rental agreement and fails to comply with the requirements of this section becomes an agent of the property ~~owner~~ Owner for the purposes of:
  - 1. Receipt of notices under this chapter; and
  - 2. Performing the obligations of the property ~~owner~~ Owner under this chapter and under the ~~rental~~ Rental agreement.
- C. A ~~tenant~~ Tenant must be notified in writing of changes in the information required to be furnished by this section within thirty (30) days of the effective date of the change.
- D. Every rental property with more than one unit rented without a written agreement shall have a notice posted in a conspicuous place with the name, address and telephone number of the property ~~owner~~ Owner or ~~manager~~ Manager and local agent as required by subsection (A) of this section.
- E. This section is necessary in order to ensure the tenant's ability to serve notice of deficiencies to a property owner, as specified in § 57-22-6(2)(b) of the Utah Code.

#### **4.16.050 Notice of utility termination or deficiencies.**

Before entering into a lease or ~~rental~~ Rental agreement, the property ~~owner~~ Owner shall disclose in writing to the ~~tenant~~ Tenant the following:

- A. Any notice by a utility provider to terminate water, gas, electrical or other utility services to the ~~dwelling~~ Dwelling unit or to common areas of the building, and the proposed date of termination;
- B. Any current uncorrected building or health code violation included in a deficiency list or notice from the ~~city~~ City, Salt Lake Valley health department, or any other government entity.

#### **4.16.060 Property owner—Affirmative duties.**

A property ~~owner~~ Owner has an affirmative duty to do the following unless the duty has been lawfully allocated to the ~~tenant~~ Tenant pursuant to existing state law:

- A. Comply with the requirements of applicable building, housing, fire and health codes and ~~city~~ City ordinances;
- B. Maintain the structural integrity of the building;
- C. Maintain floors in compliance with safe load-bearing requirements;
- D. Provide exits, emergency egress, and light and ventilation in compliance with applicable codes, including egress windows, as defined in the current state building or fire code, for each bedroom in each ~~rental dwelling~~ **Rental Dwelling**, unless it is an excepted, currently existing window qualifying for exemption under Section 4.16.150;
- E. Maintain stairways, porches, walkways and fire escapes in sound condition, including hand and guard rails required by applicable codes;
- F. Provide operating smoke detectors (either battery operated or directly wired) and fire extinguisher as required by applicable code;
- G. Provide operable sinks, toilets, tubs and/or showers;
- H. Provide heating facilities as required by code;
- I. Provide kitchen facilities as required;
- J. Provide running, potable water;
- K. Provide adequate hall and stairway lighting;
- L. Maintain floors, walls and ceilings in a structurally sound condition;
- M. Supply window screens where required by code;
- N. Maintain foundation, masonry, chimneys, water heater and furnace in good working condition;
- O. Prevent the accumulation of stagnant water in the interior of any premises;
- P. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances supplied by the property ~~owner~~ **Owner** as required by applicable codes;
- Q. Provide and maintain appropriate garbage receptacles and arrange for timely garbage removal as required by code or ordinance;
- R. Dispose of oil, electric batteries, and all other household hazardous waste or materials as required by federal, state, and local laws;
- S. Provide electricity and hot water at all times, and heat during at least the months of October through April and as weather conditions might otherwise reasonably warrant, except where the ~~dwelling~~ **Dwelling** unit is so constructed that electricity, heat or hot water is within the exclusive control of the ~~tenant~~ **Tenant** and supplied by a direct public utility connection;
- T. Initiate pest control measures if reasonable proof of pest infestation has been established, provided that a property ~~owner~~ **Owner** may not apply pesticide contrary to label directions;
- U. Provide and maintain exterior doors including weather proofing;
- V. Provide adequate locks to exterior doors and furnish keys to ~~tenants~~ **Tenants**, and occupancy separation doors, as required by current building and fire codes;
- W. Maintain the ~~dwelling~~ **Dwelling** unit in a reasonably insulated and weather tight condition as required by the Uniform Building, Housing and Utah State Energy Conservation Codes;

- X. Ensure that repairs, decorations, alterations, or improvements, or showing the ~~dwelling~~ Dwelling unit for rental or sale shall not unreasonably interfere with the ~~tenants'~~ Tenants' right to quiet enjoyment of the premises;
- Y. Provide a mailbox; and
- Z. Provide separate meters for each ~~tenant~~ Tenant for gas and electricity or include charges for utility services in the rent;
- AA. Provide ground fault circuit interrupter protected outlets in locations specified in applicable electric codes; and
- BB. Provide a separate street address for each unit, as required by current fire codes.
- CC. This section clarifies the property owner's duties identified in § 57-22-3 of the Utah Code, based on this community's standards for habitability.

#### **4.16.070 Property owner—Prohibited activities.**

A property ~~owner~~ Owner may not:

- A. Rent the premises unless the premises are safe, sanitary, and fit for human occupancy;
- B. Interrupt or disconnect utility services; or
- C. Enter a rental unit without first complying with § 57-22-4(2) of the Utah Code and Section 4.16.090 of this code.

#### **4.16.080 Tenant to maintain ~~dwelling~~ Dwelling unit.**

A ~~tenant~~ Tenant has the affirmative duty to:

- A. Comply with all appropriate requirements of the ~~rental~~ Rental agreement and applicable provisions of building, housing and health codes;
- B. Maintain the premises occupied in a clean and safe condition and not unreasonably burden any common area;
- C. Dispose of all garbage and other waste in a clean and safe manner and shall not leave garbage or litter in hallways, porches, patios and other common areas;
- D. Maintain all plumbing fixtures in as sanitary a condition as the fixtures permit and shall not obstruct sinks, toilets, tubs, showers and other plumbing drains;
- E. Use all electrical, plumbing, sanitary, heating, and other facilities and appliances in a reasonable manner;
- F. Not destroy, deface, damage, impair or remove any part of the premises or knowingly permit any ~~person~~ Person to do so;
- G. Promptly inform the property ~~owner~~ Owner of any defective conditions or problems at the premises;
- H. Not interfere with the peaceful enjoyment of the residential rental unit of another ~~renter~~ Renter;
- I. Upon vacating the premises, restore the premises to their initial condition except for reasonable wear and tear or conditions caused by the property owner;
- J. Be current on all payments required by the ~~rental~~ Rental agreement;
- K. Not increase the number of occupants above that specified in the ~~rental~~ Rental agreement without written permission of the owners;
- L. Not modify or paint the premises without the express permission of the property owner/agent;

- M. Dispose of oil, car batteries, and other hazardous waste materials away from the rental premises, and in a manner prescribed by federal, state and local laws; and
- N. Not require the ~~owner~~ Owner to correct or remedy any condition caused by the ~~renter~~ Renter, the ~~renter's~~ Renter's family or the ~~renter's~~ Renter's guests or invitees by inappropriate use of the property during the rental term or any extension of it.
- O. This section clarifies the duties described in § 57-22-5 of the Utah Code, based on standards for habitability and ~~tenant~~ Tenant obligations in this community.

#### **4.16.090 Access.**

- A. A ~~tenant~~ Tenant shall not unreasonably withhold consent to the property ~~owner~~ Owner to enter into the ~~dwelling~~ Dwelling unit in order to make necessary or agreed repairs, decorations, alterations, or improvements; or to exhibit the ~~dwelling~~ Dwelling unit to prospective purchasers, ~~tenants~~ Tenants or work people.
- B. A property ~~owner~~ Owner may enter the ~~dwelling~~ Dwelling unit without consent of the ~~tenant~~ Tenant in case of emergency.
- C. Except in case of emergency the property ~~owner~~ Owner shall give the ~~tenant~~ Tenant at least twenty-four (24) hours notice of plans to enter and may enter only between eight a.m. and ten p.m., unless the ~~tenant~~ Tenant expressly agrees to entry during other hours.
- D. A property ~~owner~~ Owner has no other right of access except:
  - 1. Pursuant to court order;
  - 2. To make repairs required by the ~~tenant~~ Tenant pursuant to Sections 8.40.150 and 8.40.160; or
  - 3. Unless the ~~tenant~~ Tenant has abandoned the premises as defined in Section 78B-6-816, Utah Code Annotated, or any successor provision.

#### **4.16.100 Property ~~owner~~ Owner and ~~tenant~~ Tenant remedies for abuse of access.**

- A. If the ~~tenant~~ Tenant refuses to allow lawful access, the property ~~owner~~ Owner may obtain an administrative court order by initiating a proceeding with the administrative law judge pursuant to Chapter 2.22 of this code.
- B. If the property ~~owner~~ Owner makes an unlawful entry or makes repeated demands for entry which harass the ~~tenant~~ Tenant, the ~~tenant~~ Tenant may obtain an administrative court order by initiating a proceeding with the administrative law judge pursuant to Chapter 2.22 of this code.
- C. The party seeking the order bears the burden to establish the violation by a ~~preponderance~~ Preponderance of the evidence. The administrative hearing fee shall be paid in advance by the party seeking relief, but may be ordered by the administrative law judge to be paid by a party which has had an order levied against it.

#### **4.16.110 Failure to deliver possession.**

If the property ~~owner~~ Owner fails to deliver possession of the ~~dwelling~~ Dwelling unit to the ~~tenant~~ Tenant as promised in the ~~rental~~ Rental agreement, ~~rent~~ Rent abates until possession is delivered. Alternatively, the ~~tenant~~ Tenant may terminate the ~~rental~~ Rental agreement by written notice to the property ~~owner~~ Owner and recover all prepaid ~~rent~~ Rent and security deposits.

#### **4.16.120 Tenant remedies.**

A tenant's remedies under this chapter are limited to those described in § 57-22-6 of the Utah Code.

#### **4.16.130 Retaliatory conduct prohibited.**

- A. A property ~~owner~~ Owner may not terminate a ~~rental~~ Rental agreement or bring or threaten to bring an eviction action because the ~~tenant~~ Tenant has in good faith:
  1. Complained of code violations at the premises to a governmental agency, elected representative or public official charged with responsibility for enforcement of a building, housing, health or similar code;
  2. Complained of a building, housing, health or similar code violation or an illegal property ~~owner~~ Owner practice to a community organization or the news media;
  3. Sought the assistance of a community organization or the news media to remedy a code violation or illegal property ~~owner~~ Owner practice;
  4. Requested the property ~~owner~~ Owner to make repairs to the premises as required by this chapter, a building or health code, other regulation, or the residential ~~rental~~ Rental agreement; or
  5. Testified in any court or administrative proceeding concerning the condition of the premises.
- B. A violation of this section is punishable by a fine in an amount to be established in the consolidated fee schedule.

#### **4.16.140 City business license suspension or revocation.**

The ~~city~~ City business license of any property ~~owner~~ Owner in violation of the provisions of this chapter may be suspended or revoked pursuant to Chapter 5.02 of the municipal code, with due regard to the severity of the offense, the property owner's acceptance of responsibility for violations, and the length of time the violation existed.

#### **4.16.150 Installation of egress windows in bedrooms.**

- A. Egress windows must be provided for any bedroom of a ~~rental-dwelling~~ Rental Dwelling. If all of the windows in an existing bedroom are smaller than those required by the current state building or fire code, one or more windows must be replaced with an approved egress window unless completing the alteration would unreasonably or impractically compromise the structural integrity of the building or violate building, fire, or land use codes in existence at the time of certification.
- B. For purposes of subsection (A), a letter from a ~~design~~ Design professional certifying that adding or altering a bedroom window to comply with minimum egress standards will compromise the structural integrity of the building, or certifying that such a window cannot be installed in accordance with existing building, fire, or land use codes, shall be *prima facie* evidence that compliance with that subsection would be unreasonable or impractical.
- C. If the housing inspector disagrees with the conclusions of the ~~design~~ Design professional and determines that adding or altering a bedroom window would not unreasonably or impractically compromise the structural integrity of the building or violate building, fire or land use codes, the inspector must support this determination with a second opinion of an alternate ~~design~~ Design professional, provide a copy of the second opinion to the ~~landlord~~ Landlord, and notify the ~~landlord~~ Landlord of their right to appeal. If no appeal is made, or the administrative law judge determines that the egress window should be installed, then the ~~landlord~~ Landlord shall install the egress windows.
- D. A ~~landlord~~ Landlord is required to file a complete permit application to replace or install an egress window within thirty (30) days of the end of the appeal period, or of the date the administrative court makes its determination. The window must be installed within eight months from the date the completed permit application is turned into the ~~community development department~~ Community Development Department.

#### **4.16.160 Enforcement remedies not exclusive.**

- A. In addition to other remedies provided by law, the ~~city~~ City may institute injunctions, mandamus, abatement or any other appropriate legal actions.
- B. The ~~city's~~ City's use of any particular remedy provided by law does not prevent the ~~city~~ City from pursuing any other remedy, civil or criminal, as to the same or a similar offense against the same ~~person~~ Person who violates this chapter.

### **Chapter 4.20 APARTMENT NUISANCES**

#### **4.20.010 Purpose and intent.**

It is the purpose and intent of this chapter to impose a legal duty upon ~~apartment~~ Apartment complex owners to properly manage their properties to prevent them from deteriorating into havens for crime to the degree that a nuisance is created, ruining the safe, peaceful and quiet enjoyment of property of innocent ~~tenants~~ Tenants and of neighboring properties. The chapter creates a system to notify owners of the problems reasonably attributable to their properties and imposes civil fines upon owners who neglect to take reasonable actions to address problems.

#### **4.20.020 Acts include causing, attempting, aiding and abetting.**

Whenever any act or omission is referred to or made unlawful in this chapter, it shall include causing, attempting, permitting, aiding or abetting such act or omission.

#### **4.20.030 Duty to properly manage.**

Every ~~owner~~ Owner of an apartment complex has a duty to provide adequate management to prevent the creation of a nuisance to innocent ~~tenants~~ Tenants and to neighboring properties, resulting from multiple ~~incidents~~ Incidents of ~~criminal~~ Criminal conduct by ~~tenants~~ Tenants and guests within a six-month period of time.

#### **4.20.040 Nuisance declared.**

- A. Pursuant to Title 10, Chapter 8, Section 60, of the Utah Code, the ~~city~~ City of South Salt Lake ~~city council~~ City Council declares that the quiet enjoyment of property is intolerably impaired and a public nuisance exists when, despite giving notice to the ~~owner~~ Owner and/or ~~manager~~ Manager of an ~~apartment~~ Apartment complex:
  1. Seven or more ~~incidents~~ Incidents of ~~serious~~ Serious criminal conduct occur at an ~~apartment~~ Apartment complex within a six-month period of time. In any six-month period, each ~~incident~~ Incident of ~~serious~~ Serious criminal conduct in excess of seven shall constitute a separate nuisance and violation of this chapter;
  2. Fifteen (15) or more ~~incidents~~ Incidents of ~~minor~~ Minor offense occur at an ~~apartment~~ Apartment complex within a six-month period of time. In any six-month period, each ~~minor~~ Minor offense ~~incident~~ Incident in excess of fifteen (15) shall constitute a separate nuisance and violation of this chapter; or
  3. Five or more ~~incidents~~ Incidents of ~~serious~~ Serious criminal conduct in combination with ten or more ~~incidents~~ Incidents or ~~minor~~ Minor offenses occur at an ~~apartment~~ Apartment complex within a six-month period of time. In any six-month period, each subsequent ~~incident~~ Incident of ~~serious~~ Serious criminal conduct in excess of five and each subsequent ~~incident~~ Incident of a ~~minor~~ Minor offense in excess of ten shall constitute a separate nuisance and violation of this chapter.

#### **4.20.050 Notice.**

- A. Timely notice of an ~~incident~~ Incident of ~~serious~~ Serious criminal conduct or ~~minor~~ Minor offense shall be given by providing the ~~owner~~ Owner and/or ~~manager~~ Manager of an ~~apartment~~ Apartment complex a copy of relevant portions of the police report or citation pertaining to the ~~incident~~ Incident no later than ten days after the ~~city's~~ City's report of the ~~incident~~ Incident is prepared.
- B. Sensitive information that the ~~city~~ City reasonably believes may create the risk of retribution against a ~~complainant~~ Complainant or police informant, reveal police methods or tactics, result in the invasion of privacy of an individual or interfere with an ongoing police investigation may be redacted from the information provided.
- C. The notice shall contain the information upon which the ~~city~~ City bases its conclusion that the ~~incident~~ Incident is linked to a ~~tenant~~ Tenant or guest of the ~~apartment~~ Apartment complex. An ~~incident~~ Incident occurring inside an apartment inside of an ~~apartment~~ Apartment complex is *prima facie* evidence that it is linked to a ~~tenant~~ Tenant or guest of the ~~apartment~~ Apartment complex.
- D. The notice will contain information, if available, to assist the ~~owner~~ Owner and/or manager to identify the rental unit or units to which the ~~incident~~ Incident is related.
- E. The notice shall contain a statement that:
  - 1. Seven ~~incidents~~ Incidents of ~~serious~~ Serious criminal conduct or fifteen (15) ~~minor~~ Minor offenses at an ~~apartment~~ Apartment complex within a six-month period constitute a nuisance and will result in the imposition of civil penalties;
  - 2. Each ~~incident~~ Incident of ~~serious~~ Serious criminal conduct in excess of seven and each ~~minor~~ Minor offense ~~incident~~ Incident in excess of fifteen (15) in a six-month period of time will be considered to be a separate nuisance and result in a separate civil penalty; and
  - 3. After an ~~apartment~~ Apartment complex has been the locale for a combination of five ~~serious~~ Serious criminal ~~incidents~~ Incidents and ten ~~minor~~ Minor offenses within a six-month period of time, each subsequent ~~incident~~ Incident of either ~~serious~~ Serious criminal conduct or ~~minor~~ Minor offense in a six-month period shall be considered to be a separate nuisance and result in a separate civil penalty.
- F. Service of notice shall be complete upon being delivered personally or sent by certified mail, return receipt requested and regular mail to the ~~owner~~ Owner and/or ~~manager~~ Manager at the address furnished to the ~~city~~ City on the business license application for the ~~apartment~~ Apartment complex or the owner's address as reflected in the records of the Salt Lake County recorder or assessor's office. Service of notice is complete even if the certified or regular mail is returned as undeliverable, refused or unclaimed.

#### **4.20.060 Reduction of penalty for obtaining good landlord certification.**

An ~~owner~~ Owner that has received a civil penalty for maintaining a nuisance [in] an ~~apartment~~ Apartment complex and that, within sixty (60) days of receiving the penalty, obtains a good landlord certification, is entitled to a remittance of one-half the civil penalty and removal of the most recent ~~incident~~ Incident from its record. The opportunity for an ~~owner~~ Owner to receive a remittance of one-half of a civil penalty and removal of the most recent ~~incident~~ Incident is only available once per ~~landlord~~ Landlord. This section does not permit a ~~landlord~~ Landlord to enroll in the good ~~landlord~~ Landlord program if the ~~landlord's~~ Landlord's status under that program is currently suspended or revoked.

#### **4.20.070 Appeal.**

Any ~~owner~~ Owner that receives a notice under this part shall be entitled to request an administrative hearing as set forth in Section 2.22.040 of this code. The failure to appeal a notice of any ~~incident~~ Incident shall be deemed a waiver of the right to object to that ~~incident~~ Incident being counted against the owner. The administrative law

judge shall consider only the ~~incident~~ Incident or nuisance for which an appeal was timely filed, and shall consider any non-appealed ~~incident~~ Incident as counting against the owner.

#### **4.20.080 Defenses.**

- A. An ~~incident~~ Incident shall not be counted against the ~~owner~~ Owner of an ~~apartment~~ Apartment complex who can demonstrate the following:
  1. The ~~tenant~~ Tenant or guest was the victim of a crime, and that crime was not committed by another ~~tenant~~ Tenant or guest to the rental property.
  2. Where, due to federal law or regulation, an ~~owner~~ Owner or ~~manager~~ Manager lacks sufficient basis to evict a tenant, it shall be a defense that the ~~owner~~ Owner or ~~manager~~ Manager has taken reasonable measures to prevent reoccurrence of nuisance behavior by a tenant.
- B. After eviction proceedings have been initiated against a tenant, a subsequent ~~incident~~ Incident caused by the ~~tenant~~ Tenant or tenant's guest, while the eviction proceeding is pending, shall not be counted against the owner.

A civil penalty in the amount established in the consolidated fee schedule shall be assessed for each violation of this chapter.

### **Chapter 4.24 MOBILE HOME PARKS AND TRAILER COURTS**

#### **4.24.010 Adopt county ordinance.**

The current Salt Lake City/County health regulations regarding ~~mobile~~ Mobile home parks shall apply to ~~mobile~~ Mobile home parks/trailer courts within the ~~city~~ City of South Salt Lake.

#### **4.24.020 Interpretation.**

The ~~city~~ City -county ordinance is a supplement to this chapter and is intended to enlarge the scope thereof. Wherever conflicts exist between the two, the interpretation as set forth in this chapter shall prevail and take precedence except in such instances as the state statutes shall require more stringent rules for compliance therewith, in which case the requirements in the state code must be complied with.

#### **4.24.030 License.**

It is unlawful for any ~~person~~ Person to maintain or operate a ~~mobile~~ Mobile home park within the limits of the ~~city~~ City, unless such ~~person~~ Person shall first obtain a license therefor, except that the maintenance or operation of a ~~mobile~~ Mobile home park in existence on the effective date of this chapter may be continued under present license, provided it conforms with minimum regulations as set forth within this chapter, together with all existing ordinances.

#### **4.24.040 License fees.**

The fee for such a license shall be determined in accordance with the consolidated fee schedule, or any subsequent superseding ordinance or resolution by the ~~city council~~ City Council.

#### **4.24.050 Permit fee.**

For the initial construction of a ~~mobile~~ Mobile home park there shall be a fee to be set by resolution of the ~~city council~~ City Council and in addition the builder of such park shall be required to pay the usual building permit fee as required in the Uniform Building Code in effect at the time of construction.

#### **4.24.060 Application for license.**

A. Application for Initial License. Application for an initial ~~mobile~~ Mobile home park license shall be filed with and issued by the ~~business license official~~ Business License Official upon approval by the board of health. The application shall be in writing, signed by the applicant and shall include the following:

1. The name and address of the applicant;
2. The location and legal description of the ~~mobile~~ Mobile home park;
3. A complete plan of the park in conformity with the requirements of this chapter;
4. Plans and specifications of all buildings, improvements and facilities constructed or to be constructed within the ~~mobile~~ Mobile home park;
5. The number, size, location and type of all ~~mobile~~ Mobile home spaces;
6. Such further information as may be requested by the board of health to enable it to determine if the proposed park will comply with legal requirements.

The application and all accompanying plans and specifications shall be filed in triplicate. The board of health shall investigate the applicant and inspect the application and the proposed plans and specifications. If the applicant is of good moral character, and the proposed ~~mobile~~ Mobile home park will, when constructed or altered in accordance with such plans and specifications, be in compliance with all provisions of this chapter and all other applicable ordinances and statutes, the board of health shall approve the applications, and upon completion of the park according to the plans the ~~business license official~~ Business License Official shall issue the license.

B. Application for Renewal License. Upon application in writing by a licensee for renewal of a license, and upon payment of the annual license fee, the ~~business license official~~ Business License Official shall issue a certificate approving the renewing of such license for another year.

#### **4.24.070 Location.**

Mobile home parks may be located in business/commercial/industrial zones only and shall have a minimum area of three acres. Each boundary of the park must be at least two hundred (200) feet from any permanent residential building located outside the park, unless separated therefrom by a natural or artificial barrier, consisting of a six-foot high fence, visual barrier, wall, or hedge properly related to surrounding topography and the character of the surrounding development shall be provided along such boundary, or unless a majority of the property owners, according to area within the two hundred (200) feet, consent in writing to the establishment of the park without such wall.

#### **4.24.080 Mobile home park plan.**

The ~~mobile~~ Mobile home park shall conform to the following requirements:

- A. The park shall be located on a well-drained site, properly graded to ensure rapid drainage and freedom from stagnant pools of water.
- B. Mobile home spaces shall be provided consisting of a minimum of one thousand five hundred (1,500) square feet for each space which shall be at least thirty (30) feet wide and clearly defined; provided,

however, that ~~mobile~~ Mobile home parks in existence on the effective date of this chapter which provide ~~mobile~~ Mobile home spaces having a width or area less than that hereinabove prescribed may continue to operate with spaces of the existing width and area, but in no event shall any mobile space be less than twenty-five (25) feet wide and have an area of less than one thousand (1,000) square feet.

- C. Mobile homes shall be so harbored on each space that there shall be at least a fifteen-foot clearance between ~~mobile~~ Mobile homes, provided, however, that with respect to ~~mobile~~ Mobile homes parked end-to-end, the clearance may be less than fifteen (15) feet but shall not be less than ten feet. No ~~mobile~~ Mobile home shall be located closer than ten feet from any building within the park or from any property line bounding the park.
- D. All ~~mobile~~ Mobile home spaces shall abut upon a driveway of not less than twenty (20) feet in width, which shall have unobstructed access to a public street, alley or highway.
- E. Walkways not less than two feet wide shall be provided from the ~~mobile~~ Mobile home spaces to the ~~service~~ Service buildings.
- F. All driveways and walkways within the park shall be hard surfaced and lighted at night with electric lamps of not less than twenty-five (25) watts each, spaced at intervals of not more than one hundred (100) feet.
- G. Each park shall provide ~~service~~ Service buildings to house such toilet, bathing and other sanitation facilities and such laundry facilities as are hereinafter more particularly prescribed.
- H. An electrical outlet supplying at least one hundred ten (110) volts shall be provided for each ~~mobile~~ Mobile home space.

#### **4.24.090 Water supply.**

An adequate supply of pure water for drinking and domestic purposes shall be supplied by pipes to all buildings and ~~mobile~~ Mobile home spaces within the park to meet the requirements of the park. Each ~~mobile~~ Mobile home space shall be provided with a cold water tap at least four inches above the ground. An adequate supply of hot water shall be provided at all times in the ~~service~~ Service buildings for all bathing, washing, cleansing and laundry facilities.

#### **4.24.100 Sanitation facilities.**

Each park accommodating dependent ~~mobile~~ Mobile homes shall be provided with toilets, baths or showers, slop sinks and other sanitation facilities which shall conform to the following requirements:

- A. Toilet facilities for males shall consist of not less than one flush toilet and one urinal for the first fifteen (15) dependent ~~mobile~~ Mobile homes or any less number thereof, and for dependent ~~mobile~~ Mobile homes in excess of fifteen (15), not less than one additional flush toilet and one additional urinal for every fifteen (15) additional dependent ~~mobile~~ Mobile homes or fractional number thereof.
- B. Toilet facilities for females shall consist of not less than one flush toilet for the first ten dependent ~~mobile~~ Mobile homes or any less number thereof, and for dependent ~~mobile~~ Mobile homes in excess of ten, not less than one additional flush toilet for every ten additional dependent ~~mobile~~ Mobile homes or fractional number thereof.
- C. Each sex shall be provided with not less than one lavatory and one shower or bathtub with individual dressing accommodations for the first ten dependent ~~mobile~~ Mobile homes or any less number thereof, and for dependent ~~mobile~~ Mobile homes in excess of ten, not less than one additional lavatory and one additional shower or bathtub with individual dressing accommodations for every ten additional dependent ~~mobile~~ Mobile homes or fractional number thereof.
- D. Each toilet and each shower or bathtub with individual dressing accommodations, for which provision is made in subsections (A), (B) and (C) of this section, shall be in a private compartment or stall.

- E. The toilet and other sanitation facilities for males and females shall be either in separate buildings or shall be separated, if in the same building, by a soundproof wall.
- F. There shall be provided in a separate compartment or stall not less than one flush toilet bowl receptacle for emptying bed pans or other containers or human excreta and an adequate supply of hot running water, for cleansing such bed pans or containers.

#### **4.24.110 Laundry facilities.**

- A. Laundry facilities shall be provided in either of the following ratios:
  - 1. Not less than one double laundry tray and one conventional wringer type washing machine for the first twenty-five (25) ~~mobile~~ Mobile home spaces or any less number thereof, and for ~~mobile~~ Mobile home spaces in excess of twenty-five (25), not less than one additional conventional wringer type washing machine for every twenty-five (25) additional home spaces or fractional number thereof; or
  - 2. Not less than one single laundry tray and one automatic or semi-automatic type washing machine for the first twenty-five (25) ~~mobile~~ Mobile home spaces or any less number thereof, and for ~~mobile~~ Mobile home spaces in excess of twenty-five (25), not less than one additional single laundry tray and one additional automatic or semi-automatic type washing machine for every twenty-five (25) additional ~~mobile~~ Mobile home spaces or fractional number thereof.
- B. An ample number of electrical outlets shall be provided supplying current sufficient to operate each washing machine. Drying spaces shall be provided sufficient to accommodate the laundry of the ~~mobile~~ Mobile home occupants if automatic drying equipment is not supplied.
- C. The laundry facilities shall be either in a separate building or, if [in] the same building where sanitation facilities are housed, shall be separated from the rooms housing the sanitation facilities by a soundproof wall.

#### **4.24.120 Service buildings.**

- A. Service buildings housing sanitation and laundry facilities, or any of such facilities, shall be permanent ~~structures~~ Structures complying with all applicable ordinances and statutes regulating buildings, electrical installations and plumbing and sanitation systems.
- B. The ~~service~~ Service buildings shall be well lighted at all times of the day and night, shall be well ventilated with screened openings, shall be constructed of such moisture-proof material, including painted woodwork, as shall permit repeated cleaning and washing, and shall be maintained at a temperature of at least sixty-eight (68) degrees Fahrenheit during the period from October 1st to May 1st. The floors of the ~~service~~ Service buildings shall be of water impervious material.
- C. Service buildings housing sanitation facilities shall be located not closer than ten feet nor farther than two hundred (200) feet from any ~~mobile~~ Mobile home space upon which a dependent ~~mobile~~ Mobile home is harbored.
- D. All ~~service~~ Service buildings and the grounds of the park shall be maintained in a clean, sightly condition and kept free of any condition that will menace the health of any occupant or the public or constitute a nuisance.

#### **4.24.130 Sewage and refuse disposal.**

- A. Waste from showers, bathtubs, flush toilets, urinals, lavatories, slop sinks and laundries in service and other buildings within the park shall be discharged into a public sewer system in compliance with applicable ordinances or into a private sewer and disposal plant or septic tank system of such construction and in such manner as will present no health hazard.

B. Each ~~mobile~~ Mobile home space shall be provided with a trapped sewer at least four inches in diameter, which shall be connected to receive the waste from the shower, bathtub, flush toilet, lavatory and kitchen sink of the ~~mobile~~ Mobile home harbored in such space and having any or all such facilities. The trapped sewer in each space shall be connected to discharge the ~~mobile~~ Mobile home waste into a public sewer system in compliance with applicable ordinances or into a private sewer disposal plant or septic tank system of such construction and in such manner as will present no health hazard.

#### **4.24.140 Garbage receptacles.**

Metal garbage cans with tight-fitting covers shall be provided in quantities adequate to permit disposal of all garbage and rubbish. Garbage cans shall be located not farther than three hundred (300) feet from any ~~mobile~~ Mobile home space. The cans shall be kept in sanitary condition at all times. Garbage and rubbish shall be collected and disposed of as frequently as may be necessary to ensure that the garbage cans shall not overflow.

#### **4.24.150 Fire protection.**

Every park shall be equipped at all times with fire extinguishing equipment in good working order, of such type, size and number and so located within the park as to satisfy applicable reasonable regulations of the fire department. No open fires shall be permitted any place which may endanger life or property. No fires shall be left unattended at any time.

#### **4.24.160 Animals and pets.**

No ~~owner~~ Owner or ~~person~~ Person in charge of any dog, cat or other pet animal shall permit it to run at large or commit any nuisance within the limits of any ~~mobile~~ Mobile home park.

#### **4.24.170 Register of occupants.**

It is the duty of each licensee and permittee to keep a register containing a record of all ~~mobile~~ Mobile home owners and occupants located within the park. The register shall contain the following information:

- A. The name and address of each ~~mobile~~ Mobile home occupant;
- B. The name and address of the ~~owner~~ Owner of each ~~mobile~~ Mobile home and motor vehicle by which it is towed;
- C. The make, model, year and license number of each ~~mobile~~ Mobile home and motor vehicle;
- D. The state, territory or country issuing such licenses;
- E. The date of arrival and of departure of each ~~mobile~~ Mobile home;
- F. Whether or not each ~~mobile~~ Mobile home is a dependent or independent ~~mobile~~ Mobile home.

The park shall keep the register available for inspection at all times by law enforcement officers, public health officials and other officials whose duties necessitate acquisition of the information contained in the register. The register record for each occupant registered shall not be destroyed for a period of three years following the date of departure of the registrant from the park.

#### **4.24.180 Supervision.**

The licensee or permittee, or a duly authorized attendant or caretaker, shall be in charge at all times to keep the ~~mobile~~ Mobile home park, its facilities and equipment in a clean, orderly and sanitary condition. The attendant or caretaker shall be answerable, with the licensee, for the violation of any provision of this chapter to which the licensee or permittee is subject.

#### **4.24.190 Revocation of license.**

The ~~business license official~~ Business License Official, upon recommendation of the board of health, may revoke any license to maintain and operate a park when the licensee has been found guilty of violating any provision of this chapter. After such conviction, the license may be reissued if the circumstances leading to conviction have been remedied and the park is being maintained and operated in full compliance with law.

#### **4.24.200 Posting of license.**

The license certificate shall be conspicuously posted in the office of or on the premises of the ~~mobile~~ Mobile home park at all times.

#### **4.24.210 Separability of provisions.**

Should any section or provision of this chapter be declared invalid, such decision shall not affect the validity of the remaining portions of this chapter.

#### **4.24.220 City-county health department enforcement.**

The ~~city~~ City-county health department by agreement previously executed may enforce on behalf of the ~~city~~ City of South Salt Lake any violation of a health or sanitation ordinance as covered by the ordinance adopted by reference in this chapter.

### **Chapter 4.28 HOUSING INSPECTOR**

#### **4.28.010 Duties.**

- A. The ~~city~~ City may employ a housing inspector in order to achieve compliance with Title 4 of this code. The housing inspector may:
  1. Conduct inspections of ~~rental dwellings~~ Rental Dwellings to the extent permitted by state law;
  2. Identify and abate violations of this code relating to ~~rental dwellings~~ Rental Dwellings;
  3. Investigate complaints of unsanitary living conditions in all ~~rental dwellings~~ Rental Dwellings located within the ~~city~~ City, or unsafe conditions in any ~~dwelling~~ Dwelling located within the ~~city~~ City;
  4. Close ~~dwellings~~ Dwellings to occupancy in cases of ~~serious~~ Serious safety violations as provided in Section 4.28.030.
- B. Any ~~city~~ City employee or independent contractor who holds a building inspector certification issued by the state of Utah's Division of Occupational and Professional Licensing may be assigned the housing inspector's duties.

#### **4.28.020 Right to inspect ~~rental dwellings~~ Rental Dwellings.**

- A. The housing inspector may demand entry into any ~~rental dwelling~~ Rental Dwelling within the ~~city~~ City, to the extent permitted by state law, in order to accomplish a regulatory search for health, safety and sanitation violations.
  1. If entry to the ~~dwelling~~ Dwelling is denied by a tenant, the inspector shall not enter without obtaining a warrant to enter the premises, unless other exigencies make the entry reasonable.

2. Inspections of occupied dwellings Dwellings shall be made during daytime hours and shall be limited to identifying violations of health, safety and fit premises codes.
3. Inspection reports shall be created for each inspection.
4. Within ten business days after completing the inspection, the inspector shall send or deliver a copy of the inspection report to the owner Owner and manager Manager of the dwelling Dwelling. The inspector shall establish reasonable deadlines for the owner Owner to remedy any identified violations, after which deadlines the owner Owner shall be subject to fines as established in the consolidated fee schedule.
5. If a rental property is being kept in violation of the state or city's City's fit premises laws, the time allowed for repair shall be as provided in Section 57-22-6 of the Utah Code. In cases where permits must be drawn to perform the work, deadlines relate to the acquisition of permits.
6. A landlord Landlord who causes all tenants Tenants to vacate the defective dwelling Dwelling unit during a corrective period is not in violation so long as the rental-dwelling Rental Dwelling remains unoccupied.

B. Premises found to be in violation shall be subject to re-inspection to ensure compliance, and shall be subject to inspection until compliance is obtained.

C. Premises shall be subject to inspection upon reasonable cause to believe that violations of applicable codes exist, as described in Section 4.28.030.

D. An owner Owner or manager Manager who refuses to provide access to the housing inspector, or who ignores requests to obtain access, shall be guilty of a class B misdemeanor and is subject to additional civil penalties, including business license suspension and decertification from the good landlord Landlord program. A tenant's refusal to allow access to a specific unit shall not be grounds to suspend, revoke or deny the landlord's Landlord's license. It is not a defense under this subsection that the owner Owner or manager Manager would have allowed a different city City inspector onto the premises.

#### **4.28.030 Cause for inspections.**

A. The inspector may inspect rental housing in any of the following circumstances:

1. Upon receipt of a complaint by tenants Tenants or owners regarding conditions or violations at the property;
2. Upon the discovery of facts or conditions in one unit which are reasonably likely to be present in multiple units within the rental property;
3. Upon the discovery of facts through external inspection of units which give rise to cause to believe that violations exist within the units;
4. Upon the complaint of a third party, whether a resident of the property or not, of public nuisances originating at a unit or series of units, such as odor or noise;
5. Pursuant to a conditional use inspection program, if one exists for the property at issue;
6. Upon referral by another governmental agency of a potentially dangerous condition at the property;
7. Upon receipt of any other credible facts or reports giving rise to a belief that conditions on the property are inadequate or in violation of state or local law; or
8. Upon receipt of consent for a voluntary inspection by a tenant.

B. Premises found to be in violation shall be subject to re-inspection as the inspector deems appropriate to ensure compliance, and shall be subject to continuing inspections until compliance is obtained. Failure to bring the units into compliance within a reasonable time as determined by the community development

~~department~~ Community Development Department shall be grounds for denial, suspension or revocation of a business license and/or application or other applicable penalties and actions allowed under law.

- C. If a rental property is in violation of the state or ~~city's~~ City's fit premises laws, the time allowed for repair shall be as provided in Section 57-22-6 of the Utah Code. A ~~landlord~~ Landlord who chooses to relocate a ~~tenant~~ Tenant during a corrective period is not in violation so long as the ~~rental dwelling~~ Rental Dwelling remains unoccupied while the repairs are underway.

#### **4.28.040 Authority to evacuate, condemn or close to occupancy.**

- A. The housing inspector may close to occupancy any ~~rental dwelling~~ Rental Dwelling unit within the ~~city~~ City which constitutes a ~~serious~~ Serious safety violation and which has not been corrected within the deadlines established by the inspector. Closure to occupancy shall be reserved for violations of safety codes and which warrant prompt action under those codes.
- B. The housing inspector may, immediately and without prior notification of violation, evacuate and close to occupancy any ~~dwelling~~ Dwelling which presents an imminent threat to the lives of any human occupant. A threat to life safety is imminent if the continued presence of the occupant is likely to result in the death or permanent physical injury of the occupant. Life safety dangers include such hazards as detectable concentrations of carbon monoxide or structural inadequacies likely to result in collapse.
- C. Occupancy shall not be resumed until the conditions are corrected and the housing inspector has determined that the property is in compliance with relevant codes.

#### **4.28.050 Appeals—Temporary stays.**

- A. Appeal may be taken by any ~~person~~ Person aggrieved by the housing inspector's decision, and may be filed in accordance with Chapter 22 of Title 2 of this code.
- B. Notwithstanding any other provision of this code, an appeal of a closure to occupancy does not automatically stay the imposition of that closure.
- C. In appeals from closures to occupancy, the case shall be heard on the next available administrative law calendar, unless the parties agree to a continuance or the administrative law judge finds that a party will be unable to attend or present the party's evidence due to unforeseen circumstances. Failure to obtain counsel or prepare a case is not good cause to obtain a continuance. An appealing party who requests a continuance waives any objection to the closure to occupancy remaining in place.
- D. After filing an appeal, the appealing party may request a stay of the closure while the appeal is pending.
  1. The administrative law judge, within two business days of the ~~city's~~ City's receipt of the stay request, shall review the ~~city's~~ City's evidence, which may include photographs, excerpts of code, and reports, and consider whether there is a reasonable likelihood that the order will be upheld. No briefing or oral argument may be considered by the administrative law judge when considering a stay, but the appealing party may present, with the stay request, a statement explaining why closure should not proceed.
  2. If the administrative law judge finds that the evidence presented by the official does not support a reasonable likelihood that the closure to occupancy is justified, then it shall stay the closure pending the hearing.
  3. Within twenty-four (24) hours of receipt of the administrative law judge's decision to stay the closure, a ~~city~~ City official shall remove the closure and inform the appealing party of the judge's decision.
  4. The stay, if granted, shall be in effect until the next available administrative law hearing, at which time the court may extend the stay for good cause.

5. Any decision regarding temporary stays may not be appealed to the district court, being provisional in nature.

## **Chapter 4.32 HOUSING DISCRIMINATION**

### **4.32.010 Purpose.**

- A. Every individual in the ~~city~~ City has the right to seek housing. Discriminatory housing practices are detrimental because they impede the social and economic progress of the ~~city~~ City by preventing all of the ~~city's~~ City's citizens from contributing to or fully participating in the cultural, spiritual, social and commercial life of the community, which is essential to the growth and vitality of the ~~city's~~ City's neighborhoods and businesses.
- B. The Utah Fair Housing Act, Utah Code Section 57-21-1 et seq., addresses housing related ~~discrimination~~ Discrimination based on race; color; religion; sex; national origin; familial status; source of income; and disability, but does not address ~~discrimination~~ Discrimination based on ~~sexual~~ Sexual orientation or ~~gender~~ Gender identity.
- C. South Salt Lake City has found that ~~discrimination~~ Discrimination in housing on the basis of ~~sexual~~ Sexual orientation and ~~gender~~ Gender identity must be addressed. The denial or deprivation of access to housing because of an individual's ~~sexual~~ Sexual orientation or ~~gender~~ Gender identity is detrimental to the health, safety, and welfare of the ~~city's~~ City's citizens and damages the ~~city's~~ City's economic well being. The purpose of this chapter is to provide a clear and comprehensive mandate for the prevention and elimination of ~~discrimination~~ Discrimination in housing in the ~~city~~ City against individuals based upon ~~sexual~~ Sexual orientation or ~~gender~~ Gender identity and this chapter shall be liberally construed to achieve that purpose.

### **4.32.020 Administration.**

The ~~mayor~~ Mayor is responsible for administering and implementing this chapter.

### **4.32.030 No private right of action; no special rights.**

This chapter does not create a private cause of action, nor does it create any right or remedy that is the same or substantially equivalent to the remedies provided under federal or state law. This chapter does not create any special rights or privileges which would not be available to all of the ~~city's~~ City's citizens because every ~~person~~ Person has a ~~sexual~~ Sexual orientation and a ~~gender~~ Gender identity.

### **4.32.040 Severability.**

If any section, sentence, paragraph, term, definition or provision of this chapter is for any reason determined to be illegal, invalid, superseded by other authority or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any other section, sentence, paragraph, term, definition or provision of this chapter, all of which will remain in full force and effect.

#### **4.32.050 Definitions.**

~~The following terms are defined solely for the purposes of this chapter:~~

~~"City"~~ shall mean the City of South Salt Lake, Utah.

~~"City attorney"~~ shall mean the duly appointed city attorney.

~~"Community development director"~~ shall mean the duly appointed Community development director.

~~"Complainant"~~ shall mean a person, including the Community development director, who files a complaint under this chapter.

~~"Conciliation"~~ shall mean the attempted resolution of issues raised in a complaint filed under this chapter, or raised in the investigation of the complaint, through informal negotiations involving the complainant, the respondent, and the housing administrator.

~~"Conciliation agreement"~~ shall mean a written agreement setting forth the resolution of issues by conciliation under this chapter.

~~"Discrimination"~~ shall mean any direct or indirect exclusion, distinction, segregation, limitation, refusal, denial, or other differentiation in the treatment of a person or persons because of a person's actual or perceived sexual orientation or gender identity or because of a person's association with any such person. Discrimination shall not be interpreted to require or to grant or accord preferential treatment to any person because of that person's sexual orientation or gender identity.

~~"Dwelling"~~ shall mean any building or portion thereof which is designed for use as residential purposes, except hotels, mobile homes, motels and apartment complexes, that has been approved for residential use by the city's building official.

~~"Gender identity"~~ shall mean a person's actual or perceived gender identity, appearance, mannerisms, or other characteristics of a person with or without regard to the person's sex at birth.

~~"Housing administrator"~~ shall mean the person designated by the mayor to receive, investigate, and conciliate complaints under this chapter, or another designated representative of the city.

~~"Mayor"~~ shall mean the duly elected or appointed and qualified mayor of Salt Lake City.

~~"Person"~~ includes one or more individuals, corporations, limited liability companies, partnerships, associations, labor organizations, legal representatives, mutual companies, joint stock companies, trusts, unincorporated organizations, trustees, trustees in cases under the United States bankruptcy code, receivers, and fiduciaries.

~~"Real estate broker or salesperson"~~ shall mean a principal real estate broker, an associate real estate broker, or a real estate sales agent as those terms are defined in Utah Code Section 61-2-2 or any successor provision.

~~"Religious organization"~~ shall mean a religious corporation, association, educational institution, society, trust, or any entity or association which is a wholly owned or controlled subsidiary or agency of any religious corporation, association, society, trust or corporation sole.

~~"Rent"~~ shall mean to lease, sublease, let, or otherwise grant for a consideration the right to occupy premises not owned by the occupant.

~~"Residential real estate related transaction"~~ shall mean the making or purchasing of loans or providing other financial assistance for purchasing, constructing, improving, repairing, or maintaining a dwelling; or secured by residential real estate; or selling, brokering, or appraising residential real property inside the city.

~~"Respondent"~~ shall mean a person identified in a complaint as having committed an unlawful housing practice under this chapter.

~~"Sexual orientation"~~ shall mean a person's actual or perceived orientation as heterosexual, homosexual, or bisexual.

~~"Unlawful practice" shall mean a discriminatory act or practice relating to housing that is prohibited under this chapter.~~

#### **4.32.060 4.32.050 Exemptions.**

- A. This chapter does not apply to a temporary or permanent residence facility operated by a nonprofit organization; a charitable organization; or a ~~person~~ Person in conjunction with a ~~religious~~ Religious organization, association, or society, including any dormitory operated by a public or private educational institution, if the ~~discrimination~~ Discrimination is based on ~~sexual~~ Sexual orientation or ~~gender~~ Gender identity for reasons of personal modesty or privacy or in the furtherance of a ~~religious~~ Religious organization's sincerely held religious beliefs.
- B. This chapter does not prohibit or restrict a ~~religious~~ Religious organization or any nonprofit institution or organization operated, supervised, or controlled by or in conjunction with a ~~religious~~ Religious organization from limiting the sale, rental, or occupancy of ~~dwellings~~ Dwellings it owns or operates for primarily noncommercial purposes to ~~persons~~ Persons of the same religion, or from giving preference to such ~~persons~~ Persons.
- C. This chapter does not prohibit distinctions based on a ~~person's~~ Person's inability or failure to fulfill the terms and conditions, including financial obligations, of a lease, ~~rental~~ Rental agreement, contract of purchase or sale, mortgage, trust deed, or other financing agreement.
- D. This chapter does not apply to: a) the United States government, any of its departments or agencies, or any corporation wholly owned by it; or b) the government of the state of Utah or any of its departments, agencies, or political subdivisions, except for the ~~city~~ City.

#### **4.32.070 4.32.060 Unlawful housing practices.**

- A. Discriminatory Housing Practices. It is a discriminatory housing practice to do any of the following:
  1. Refuse to sell or ~~rent~~ Rent after the making of a bona fide offer, refuse to negotiate for the sale or rental, or otherwise deny or make unavailable any ~~dwelling~~ Dwelling from any ~~person~~ Person because of the ~~person's~~ Person's ~~sexual~~ Sexual orientation or ~~gender~~ Gender identity;
  2. Discriminate against any ~~person~~ Person in the terms, conditions, or privileges of the sale or rental of any ~~dwelling~~ Dwelling or in providing facilities or services in connection with the ~~dwelling~~ Dwelling because of the ~~person's~~ Person's ~~sexual~~ Sexual orientation or ~~gender~~ Gender identity;
  3. Represent to any ~~person~~ Person that any ~~dwelling~~ Dwelling is not available for inspection, sale, or rental when in fact the ~~dwelling~~ Dwelling is available;
  4. Make a representation orally or in writing or make, print, circulate, publish, post, or cause to be made, printed, circulated, published, or posted any notice, statement, or advertisement, or to use any application form for the sale or rental of a ~~dwelling~~ Dwelling, that directly or indirectly expresses any preference, limitation, or ~~discrimination~~ Discrimination based on ~~sexual~~ Sexual orientation or ~~gender~~ Gender identity, or expresses any intent to make any such preference, limitation, or ~~discrimination~~ Discrimination;
  5. Induce or attempt to induce, for profit, any ~~person~~ Person to buy, sell, or ~~rent~~ Rent any ~~dwelling~~ Dwelling by making representations about the entry or prospective entry into the neighborhood of ~~persons~~ Persons of a particular ~~sexual~~ Sexual orientation or ~~gender~~ Gender identity;
  6. Engage in any discriminatory housing practices because of ~~sexual~~ Sexual orientation or ~~gender~~ Gender identity based upon a ~~person's~~ Person's association with another person.

B. Discriminatory Housing Practice by Broker or Salesperson. It is a discriminatory housing practice for a ~~real~~ ~~Real~~ estate broker or salesperson to do any of the following because of a ~~person's~~ Person's sexual Sexual orientation or ~~gender~~ Gender identity:

1. Discriminate against any ~~person~~ Person in making available a ~~residential~~ Residential real estate transaction, or in the terms or conditions of the transaction, inside the ~~city~~ City, because of a ~~person's~~ Person's sexual Sexual orientation or ~~gender~~ Gender identity;
2. Deny any ~~person~~ Person access to, or membership or participation in, any multiple listing service, ~~real~~ ~~Real~~ estate brokers' organization, or other service, organization, or facility relating to the business of selling or renting dwellings inside the ~~city~~ City or to discriminate against any ~~person~~ Person in the terms or conditions of access, membership, or participation in the organization, service, or facility inside the ~~city~~ City because of a ~~person's~~ Person's sexual Sexual orientation or ~~gender~~ Gender identity; or
3. Engage in any discriminatory housing practices inside the ~~city~~ City because of sexual Sexual orientation or ~~gender~~ Gender identity based upon a ~~person's~~ Person's association with another person.

C. Exceptions. This chapter does not apply to the following:

1. The sale or rental of any single-family ~~dwelling~~ Dwelling, if the owner:
  - a. Does not own an interest in or title to four or more single-family ~~dwellings~~ Dwellings held for lease or sale at one time located inside the ~~city~~ City;
  - b. Has not sold two or more single-family ~~dwellings~~ Dwellings inside the ~~city~~ City in which the ~~owner~~ Owner did not reside in the ~~dwelling~~ Dwelling within the twenty-four-month period preceding the sale or rental of the ~~dwelling~~ Dwelling; and
  - c. Does not use the services or facilities of any ~~real~~ Real estate broker, agent, or salesperson, or of any other ~~person~~ Person in the business of selling or renting dwellings, in connection with the sale or rental of the ~~dwelling~~ Dwelling inside the ~~city~~ City.
2. The rental of a ~~dwelling~~ Dwelling that is occupied or intended to be occupied by no more than four families living independently of each other, when the ~~owner~~ Owner actually maintains and occupies part of the ~~dwelling~~ Dwelling as a residence.
3. Nothing in this section prohibits conduct against a ~~person~~ Person because of the ~~person's~~ Person's conviction by a court of competent jurisdiction of the illegal manufacture or distribution of a controlled substance under state or federal law.

#### **4.32.080 4.32.070 Unlawful intimidation, retaliation, and coercion.**

It is unlawful for any ~~person~~ Person to discriminate against, harass, threaten, harm, damage, or otherwise penalize another ~~person~~ Person for opposing an ~~unlawful~~ Unlawful practice, for filing a complaint, or for testifying, assisting, or participating in any manner in an investigation, proceeding, or hearing under this chapter.

#### **4.32.090 4.32.080 Procedures for filing complaints.**

- A. Any ~~person~~ Person who claims to have been injured by an unlawful housing practice may file a complaint with the ~~city~~ City recorder. A complaint may also be filed by the ~~Community development director~~ Community Development Director if the ~~city~~ City has reasonable cause to believe that a ~~person~~ Person has committed an unlawful housing practice. A complaint must be filed within one hundred eighty (180) calendar days after an alleged unlawful housing practice has occurred.
- B. A complaint must be in writing on a form provided by the ~~city~~ City recorder, made under oath or affirmation, and contain the following information:
  1. The ~~complainant's~~ Complainant's name, address, and signature;

2. The date the alleged unlawful housing practice occurred;
3. A statement of the facts upon which the allegation of an ~~unlawful~~ Unlawful practice is based; and
4. The ~~respondent's~~ Respondent's name and address.

C. Promptly after the filing of a complaint, the ~~housing~~ Housing administrator shall:

1. Provide the ~~respondent~~ Respondent named in the complaint written notice that a complaint alleging the commission of an unlawful housing practice has been filed against the respondent;
2. Furnish a copy of the complaint to the respondent; and
3. Advise the ~~respondent~~ Respondent of the ~~respondent's~~ Respondent's procedural rights and obligations, including the right to file a written, signed, and verified informal answer to the complaint within fifteen (15) days after service of notice of the complaint.

D. Not later than the fifteenth day after service of the notice and copy of the complaint, a ~~respondent~~ Respondent may file an answer to the complaint with the ~~housing~~ Housing administrator. The answer must be in writing, made under oath or affirmation, and contain the following information:

1. The ~~respondent's~~ Respondent's name, address, telephone number, and signature of the ~~respondent~~ Respondent or the ~~respondent's~~ Respondent's attorney, if any; and
2. A concise statement of facts in response to the allegations in the complaint, including facts of any defense or exception.

#### **4.32.100 4.32.090 Investigation.**

A. Upon the filing of a complaint, the ~~housing~~ Housing administrator shall commence an investigation to determine the facts behind the complaint and whether there is reasonable cause to believe the ~~respondent~~ Respondent committed an unlawful housing practice, except that no investigation may commence if, after reviewing the allegations of the complaint, the ~~housing~~ Housing administrator determines that the complaint does not come within the scope of this chapter. Upon determining that a particular complaint does not come within the scope of this chapter, the ~~housing~~ Housing administrator shall dismiss the complaint, notify the ~~complainant~~ Complainant and the ~~respondent~~ Respondent and take no further action.

B. In connection with any investigation of a complaint filed under this chapter, the ~~housing~~ Housing administrator shall seek the voluntary cooperation of any ~~person~~ Person to:

1. Obtain access to premises, records, documents, individuals, and any other possible source of information;
2. Examine, record, and copy necessary materials; and
3. Take and record testimony or statements of any ~~person~~ Person reasonably necessary for the furtherance of the investigation.

C. The ~~Community development director~~ Community Development Director may request the ~~city attorney~~ City Attorney to issue an executive branch subpoena or subpoena duces tecum to compel the attendance of a witness or the production of relevant materials or documents.

D. The ~~Community development director~~ Community Development Director may dismiss a complaint during the investigation if the ~~housing~~ Housing administrator determines that:

1. The complaint was not filed within the required time period;
2. The location of the alleged unlawful housing practice is not within the ~~city's~~ City's jurisdiction;
3. The alleged unlawful housing practice is not a violation of this chapter;

4. The ~~complainant~~ Complainant refuses to cooperate with the ~~housing~~ Housing administrator in the investigation of the complaint or enforcement of an executed ~~conciliation~~ Conciliation agreement;
5. The ~~complainant~~ Complainant cannot be located after the ~~housing~~ Housing administrator has performed a reasonable search; or
6. A ~~conciliation~~ Conciliation agreement has been executed by the ~~complainant~~ Complainant and respondent.

#### **4.32.110 4.32.100 Conciliation.**

- A. During or after the investigation, but subsequent to the mailing of the notice of the complaint to the ~~respondent~~ Respondent, the ~~housing~~ Housing administrator shall, at the request of the ~~Community development director~~ Community Development Director, attempt to conciliate the complaint if it appears that the ~~respondent~~ Respondent has committed an unlawful housing practice. In conciliating a complaint, the administrator shall try to achieve a just resolution and obtain assurances that the ~~respondent~~ Respondent will satisfactorily remedy any violation of the ~~complainant's~~ Complainant's rights and take action to ensure the elimination of both present and future unlawful housing practices. A ~~conciliation~~ Conciliation agreement may include: sensitivity training for the ~~respondent~~ Respondent and/or the ~~respondent's~~ Respondent's employees; the ~~respondent's~~ Respondent's agreement to adopt and pursue a policy of nondiscrimination in its practices; and the ~~respondent's~~ Respondent's agreement to not engage in discriminatory practices in the future.
- B. A ~~conciliation~~ Conciliation agreement executed under this section must be in writing in a form approved by the ~~city attorney~~ City Attorney and must be signed and verified by the ~~respondent~~ Respondent and the ~~complainant~~ Complainant, subject to approval of the ~~Community development director~~ Community Development Director who shall indicate approval by signing the agreement.
- C. If a ~~respondent~~ Respondent voluntarily enters into a ~~conciliation~~ Conciliation agreement, the ~~Community development director~~ Community Development Director shall immediately dismiss the complaint.

#### **4.32.120 4.32.110 Disposition of a complaint.**

- A. If, upon completion of an investigation of a complaint, the ~~Community development director~~ Community Development Director determines that an unlawful housing practice has occurred and is unable to secure an acceptable ~~conciliation~~ Conciliation agreement from the respondent, then the ~~Community development director~~ Community Development Director shall refer the case to the ~~city attorney~~ City Attorney. The ~~Community development director~~ Community Development Director shall refer the entire file to the ~~city attorney~~ City Attorney, who shall determine how best to pursue further action, if any, on the complaint.
- B. If the ~~city attorney~~ City Attorney determines that cause exists that an unlawful housing practice occurred and the facts are sufficient to warrant the initiation of an administrative action, then the ~~city attorney~~ City Attorney shall provide written notification to the ~~respondent~~ Respondent and the ~~complainant~~ Complainant that an action to enforce this chapter may be submitted to the administrative law judge. If the ~~city attorney~~ City Attorney determines that there is no cause that an unlawful housing practice occurred or that the facts are insufficient to warrant the initiation of an action by the administrative law judge, the ~~city attorney~~ City Attorney shall provide written notification to the ~~respondent~~ Respondent and the ~~complainant~~ Complainant and notify the ~~Community development director~~ Community Development Director, who shall then dismiss the complaint.

#### **4.32.130 4.32.120 Offenses and penalties.**

A ~~person~~ Person violates this chapter if the ~~person~~ Person intentionally or knowingly violates a provision of this chapter or if the ~~person~~ Person intentionally or knowingly obstructs or prevents compliance with this chapter. An offense committed under this chapter by a ~~respondent~~ Respondent owning or operating twenty (20) or fewer

~~dwellings~~ Dwellings is punishable by a fine of not more than five hundred dollars (\$500.00). An offense committed under this chapter by a ~~respondent~~ Respondent owning or operating twenty-one (21) or more ~~dwellings~~ Dwellings or by a ~~real~~ Real estate broker or salesperson is punishable by a fine of not more than one thousand dollars (\$1,000.00).

#### **4.32.140 4.32.130 Record designation.**

Complaints, notices, ~~conciliation~~ Conciliation agreements and any other records created or received under this chapter are designated as private documents under Utah law. These records will contain data on individuals' ~~sexual~~ Sexual orientation, ~~gender~~ Gender identity and other matters of a personal nature, rendering the public release of any such documents a clearly unwarranted invasion of personal privacy. A document filed with the administrative law judge is presumed to be public, so long as private information is redacted prior to its release.

### **Chapter 17.01 DEFINITIONS**

**Sections:**

#### **17.01.010 Definitions.**

...

~~"Short Term Rental"~~ means ~~renting all or portion of a property for less than thirty (30) days at a time.~~

"Short-Term Rental (STR)" means a residential unit or any portion of a residential unit that the Owner of record or the lessee of the residential unit offers for occupancy for fewer than 30 consecutive days and is: an Owner-Occupied Duplex; an Owner-Occupied Rental Property; or in a property owned by a Primary Resident who resides in South Salt Lake.

...

### **Chapter 17.03 LAND-USE DISTRICTS AND MATRIX**

**Sections:**

### **17.03.010 Land Use Matrix.**

- A. Any Use not specifically permitted or conditionally permitted in this Land Use Matrix is prohibited. Only the following Uses are allowed:
  - 1. Uses indicated by the letter "P" below are Permitted Uses only where designated.
  - 2. Uses indicated by the letter "C" are Conditional Uses only where designated.
- B. All Permitted Uses are subject to the general and specific standards, as applicable, contained in Section 17.04, as well as the regulations of each particular zoning district where permitted.
- C. All Conditional Uses are subject to the general and specific standards, as applicable, contained in Section 17.05, as well as the regulations of each particular zoning district.

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

Alcoholic Beverage, State Liquor Store	C			C		C					C								C	C	C	C	C	C		
All-Terrain Vehicle (ATV), Motorcycle, Personal Watercraft (PWC), Snowmobile Sales and Service	P			P			P													P	P					
Amusement Device																										
Animal Hospital/Veterinary Office (Small Animal)	P			P	P	P		P				P		P					P	P	P	P				
Animal Kennel/Day Care, Commercial	C			C	C	C		C																		
Animal Kennel/Day Care, Commercial (Indoor Only)																			C	C	C	C	C	C	C	
Antenna, Lattice Tower							C		C	C																
Antenna Mounted on City-Owned Structure	P						P		P		P	P														
Antenna, Roof-Mounted	P						P		C		P	C	C	C												
Antenna, Wall-Mounted	P						P		C		P	C	C	P												
Apiary								P				P														
Art Gallery	P	P	P	P	P		P	P		P				P		P			P	P	P	P	P	P	P	
Art Studio	P	P	P	P	P		P	P		P				P		P			P	P	P	P	P	P	P	
Assisted Living Facility	C	C		C	C							C								C	C	C	C	C	C	C
ATM, Kiosk, Vending Machine (Self-Service, Interactive, Outdoors)	P	P	P	P	P	P	P			P				P					P	P	P	P	P	P	P	
Auction House																										
Auto, Light Truck, RV, Boat, Trailer Dealerships (Sale, Lease, or Rent)	C		C				C																			
Auto Auction																										
Auto Body Repair							P																			
Automotive Restoration							P																			
Automotive Service and Repair							P																			
Automotive Service Station (Non-Mechanical)							P																			
Aviary																										
Bail Bonds																										
Bakery, Commercial			P			P													P	P	P	P				
Bakery Neighborhood	P	P	P	P	P							P	P						P	P	P	P	P	P	P	
BioTech/Biolife																			P	P	P	P				
Blood/Plasma Donation Center	P	P	P																							
Bowling Alley	P		P	P	P														P	P	P	P				
Car Wash	C	C	C	C	C		C												C							

Child Care Center	C	C	C	C	C	C				C			C						C	C	C	C	C	C	C		
City Building									P										P								
City Park										P	P																
Community Garden									P	P																	
Commercial Repair Services						P								P													
Convenience Store with Fuel Pumps	C	C	C	C	C	C														C							
Cosmetology	P	P	P	P	P	P							P	P					P	P	P	P	P	P	P		
Crematory/Embalming Facility						C																					
Day Spa	C											C								C	C	C					
Day Treatment Center			C																								
Drive-Up Window	P	P	P	P	P	P	P					P															
Dry Cleaning/Laundromat	P	P	P	P	P	P	P				P								P	P	P	P	P	P	P		
Dwelling, Live/Work																										P	
Dwelling, Multi-Family	C		C	C					P			C	C	C	C				C	C	C	C	C	C	C		
Dwelling, Single-Family										P		P				P											
Dwelling, Townhome												C	C			P		P								P	
Dwelling Unit, Internal Accessory											P	P															
Dwelling Unit, External Accessory											P	P															
Education, After School (Children)	C	C	C	C	C				C		C	P		C	C		C			C	C	C	C	C	C		
Education, Elementary or Secondary										C																	
Education, Higher (Public)										C																	
Education, Preschool	C	C	C	C	C			C		C	P		C	C					C	C	C	C	C	C	C		
Education, Technical										C																	
Employment Agency/Temporary Staffing	P		P	P	P	P	P												P	P	P	P	P	P	P		
Equestrian Facility									C																		
Equipment Sales, Service, and Rental (Heavy and Farm)																											
Escort Service																											
Farmers Market	C	C	C	C	C			P		P	C								C	C	C	C	C	C	C		
Financial Institution	P		P	P	P	P	P	P						P					P	P	P	P	P	P	P		
Fitness Center	P	P	P	P	P	P	P	P	P			P		P		P	P		P	P	P	P	P	P	P		
Food Truck/Food Trailer	P	P	P	P	P	P	P	P	P			P	P	P	P				P	P	P	P	P	P	P		
Food Processing (Large-Scale)								P																			
Food Processing (Small-Scale)	P	P	P	P	P	P	P	P											P	P	P	P					
Food Truck Park	P	P	P	P	P	P	P	P	P										P	P	P	P	P	P	P		
Funeral/Mortuary Home			C																								
Grooming Services (Pets)	P	P	P	P	P	P	P												P	P	P	P	P	P	P		
Haunted House									P										P	P	P	P	P	P	P		
Home Occupation, Category I	P	P	P	P	P	P						P	P	P	P	P	P	P	P	P	P	P	P	P	P		

Home Occupation, Category II	C	C		C	C					C	C		C	C		C	C		C	C	C	C	C	C		
Homeless Shelter										C																
Horticulture/Produce Sales		C	C				C	C	C		P								C	C	C	C	C	C		
Hospital, Specialty	C			C															C	C	C	C				
Hotel	C	C	C	C	C														C	C	C	C	C	C		
Hotel, Extended-Stay																										
Impound and Tow Lot																										
Jail																										
Juvenile Detention Facility													P						P							
Library																										
Maintenance Facility, Vehicle/Transit																										
Major Monopole exceeding mix district Height	C						C		C		C	C														
Major Monopole not exceeding max district Height	P						P		P		P	P														
Manufactured Home Park																										
Manufacturing, Major																										
Manufacturing, Minor		P				P												P								
Massage Therapy	C																									
Minor Monopole exceeding max district Height	C						C		C				C	C	C	C										
Minor Monopole not exceeding max district Height						P	P		P		P	P														
Monopole w/ Structure >15 ft. Wide																										
Motel																										
Movie Studio/Sound Stage													P													
Museum	P	P	P	P	P		P		P	C								P	P	P	P	P	P	P		
Nature Center																		P								
Non-Depository Institution																										
Nursery, Commercial		P				P		P																		
Nursing Home		C		C	C								C						C	C	C	C	C	C	C	
Office, Medical, Dental, Health Care	P	P	P	P	P	P	P	P		P			P		P	P		P	P	P	P	P	P	P		
Office, Professional	P	P	P	P	P	P	P	P	P		P		P	P	P	P		P	P	P	P	P	P	P		
Park and Ride	C		C															C								
Parking Structure	P	P	P	P	P	P	P		P		P		P					P	P	P	P	P	P	P		
Pawn Shop																										
Permanent Supportive Housing																			C	C	C	C	C	C	C	
Pharmacy	C	C	C	C	C	C	C						C						C	C	C	C	C	C	C	
Place of Worship	C	C	C	C	C	C	C	C	C				C	C				C	C	C	C	C	C	C		
Portable Container	P	P	P	P	P	P	P	P	P		P		P	P	P	P	P	P	P	P	P	P	P	P		
Poultry, Urban								P		P			P	P		P	P									



## Chapter 17.06 DEVELOPMENT STANDARDS

### Sections:

### **ARTICLE II. PARKING, ACCESS, AND CIRCULATION REQUIREMENTS**

#### **17.06.160 Parking Stall requirements.**

A. Parking requirements for specific Uses. Off-Street parking shall be provided for Uses as indicated in the following matrix.

1. Uses Not Specifically Listed. Parking requirements for Permitted or Conditional Uses not specifically listed in the following matrix shall be provided in the same ratio as the Use most closely approximating the characteristics of the unlisted Use, as determined by the Community Development Director.
2. Employee parking for Uses with an employee component shall be determined using the maximum number of employees working on the largest shift.
3. Uses located in the Transit Oriented Development and Transit Oriented Development - Core district and Commercial Neighborhood district that have a bicycle parking requirement shall provide 1 bicycle parking space per every 15 vehicle Parking Stalls. This requirement supersedes those ratios established in the matrix below.
4. A traffic or parking study may be requested by the City for Uses that are over 10,000 square feet.
5. Matrix of Parking Requirements by Use. Uses are grouped into categories that have similar parking requirements. The following matrix indicates the required parking for Uses in the City:

<b>Parking Requirements by Use</b>		
<b>Land Use</b>	<b>Number of Stalls Required</b>	<b>Number of Public Bicycle Parking Spaces Required</b>
<b>Dwelling</b>		
Dwelling Unit, Accessory	1 on-site parking space in addition to the requirements for a Single-Family Dwelling per ADU.	N/A
Dwelling, Single-Family	2 stalls per Single-Family Dwelling Unit	N/A
Dwelling, Multi-Family	TOD-C District: 1.2 stalls per unit plus 0.5 stalls guest parking per unit.  Downtown District: 1 stall per studio/one bedroom unit; 1.2 stalls per two/three bedroom unit.  East Streetcar District: 1.5 stalls per unit.  All other districts: 1.5 stalls per studio or one-bedroom unit; 2 stalls per two-bedroom unit; 2.5	1 per 15 units for visitor and .25 secure spaces per unit

	stalls per three+ bedroom unit; plus 0.5 stalls guest parking per unit.  One moving truck parking stall per 100 units - required in all districts.	
Dwelling, Townhome	2 stalls per Dwelling Unit, in an enclosed garage; .5 stalls guest parking per Dwelling Unit; 3 spaces per 1000 square feet of ground floor commercial space/workspace for Live/Work configuration	Space for bicycle storage within each Unit is required as well as common area bicycle storage to accommodate one bicycle attributable to each of 20% of the Project units
Short-Term Rental	Primary Dwelling Unit Parking requirements plus 1 stall for every five (5) occupants allowed in the unit	N/A
Assisted Living Facility	.5 stalls per bedroom plus 1 stall per employee	N/A
Nursing Home		
Homeless Shelter	.25 stalls per bed plus 1 stall per employee	N/A
<b>Retail Commercial</b>		
Auto Body Repair	1 stall per employee, 1 stall per 200 square feet of office, and 1 stall per 500 square feet of shop area	N/A
Automotive Restoration		
Automotive Service and Repair		
Automotive Service Station (Non-Mechanical)		
All-Terrain Vehicle (ATV), Motorcycle, Personal Watercraft (PWC), Snowmobile Sales and Service	1 stall for every 20 vehicles displayed with a maximum of 15 stalls. A minimum of three employee Parking Stalls provided. Off-Street customer and employee Parking Stalls shall be identified.	
Auto, Light Truck, RV, Boat, Trailer Dealership (Sale, Lease, or Rent)		
Bakery, Neighborhood	4 stalls per 1,000 square feet Downtown District: 3 stalls per 1,000 for General Retail and Service; 2 stalls per 1,000 square feet for Neighborhood Retail and Service.  All other districts: 4 stalls per 1,000 square feet.	1 per 20 stalls
Commercial Repair Services		
Convenience Store with Fuel Pumps		
Farmers Market		
Horticulture / Produce Sales		
Pharmacy		
Retail, Accessory		
Retail, General		
Retail, Neighborhood		
Secondhand Merchandise Dealer		
Upholstery Shop / Tailoring Shop		
<b>Commercial Service / Office</b>		
Animal Hospital / Veterinary Office (Small Animal)	4 stalls per 1,000 square feet; for data processing or telemarketing Uses, 1 stall per employee Downtown District: 3 stalls per 1,000 for Civic, General Retail and	N/A
Animal Kennel / Day Care, Commercial		
Biotech / Biolife		

Blood / Plasma Donation Center	<p>Service, and Office; 2 stalls per 1,000 square feet for Neighborhood Retail and Service.</p> <p><b>All other districts: 4 stalls per 1,000 square feet; 1 stall per employee for data processing or telemarketing Uses.</b></p>		
City Building			
Commercial Repair Services			
Cosmetology			
Day Spa			
Employment Agency / Temporary Staffing			
Financial Institution			
Grooming Services (Pet)			
Library			
Office, Professional			
Printing, Large Scale			
Sexually Oriented Business			
Day Treatment Center	4 stalls per 1,000 square feet	1 per 25 stalls	
Massage Therapy			
Medical, Dental, Health Care Office			
Adult Daycare	1 stall per 5 children, plus unloading area	N/A	
Child Care Center			
Car Wash	1 stall per employee, 1 stall per 200 square feet of office, and 3 stacked spaces per bay, and 5 stacked spaces for automated facility	N/A	
Crematory / Embalming Facility	1 stall per 100 square feet of assembly area plus one per employee	N/A	
Funeral / Mortuary Home			
Hotel	1 stall per unit plus 1 stall per 200 square feet of office, meeting, assembly, conference, or banquet stall	1 per 50 stalls	
Storage Facility, Indoor Climate Controlled	1 stall per employee, 3 stalls located at the registration area	1 per 50 stalls	
Temporary Use	1 stall for every 3 patrons to the event	N/A	
Equestrian Facility	1 stall per 1,000 square feet	1 per 50 stalls	
Laundromat			
<b>Arts / Recreation</b>			
Art Gallery	2 stalls per 1,000 square feet	1 per 30 stalls	
Art Studio			
Bowling Alley			
Museum			
Nature Center			
Fitness Center	1 stall per 300 square feet; 1 stall per 100 square feet for dance halls	1 per 15 stalls; 1 per 25 stalls for dance halls	
Recreation			
<b>Recreation Center</b>			
Movie Studio / Sound Stage	4 stalls per 1,000 square feet	1 per 30 stalls	
Theater, Live Performance	1 stall for every 3 seats		
Theater, Movie			
<b>Restaurant</b>			

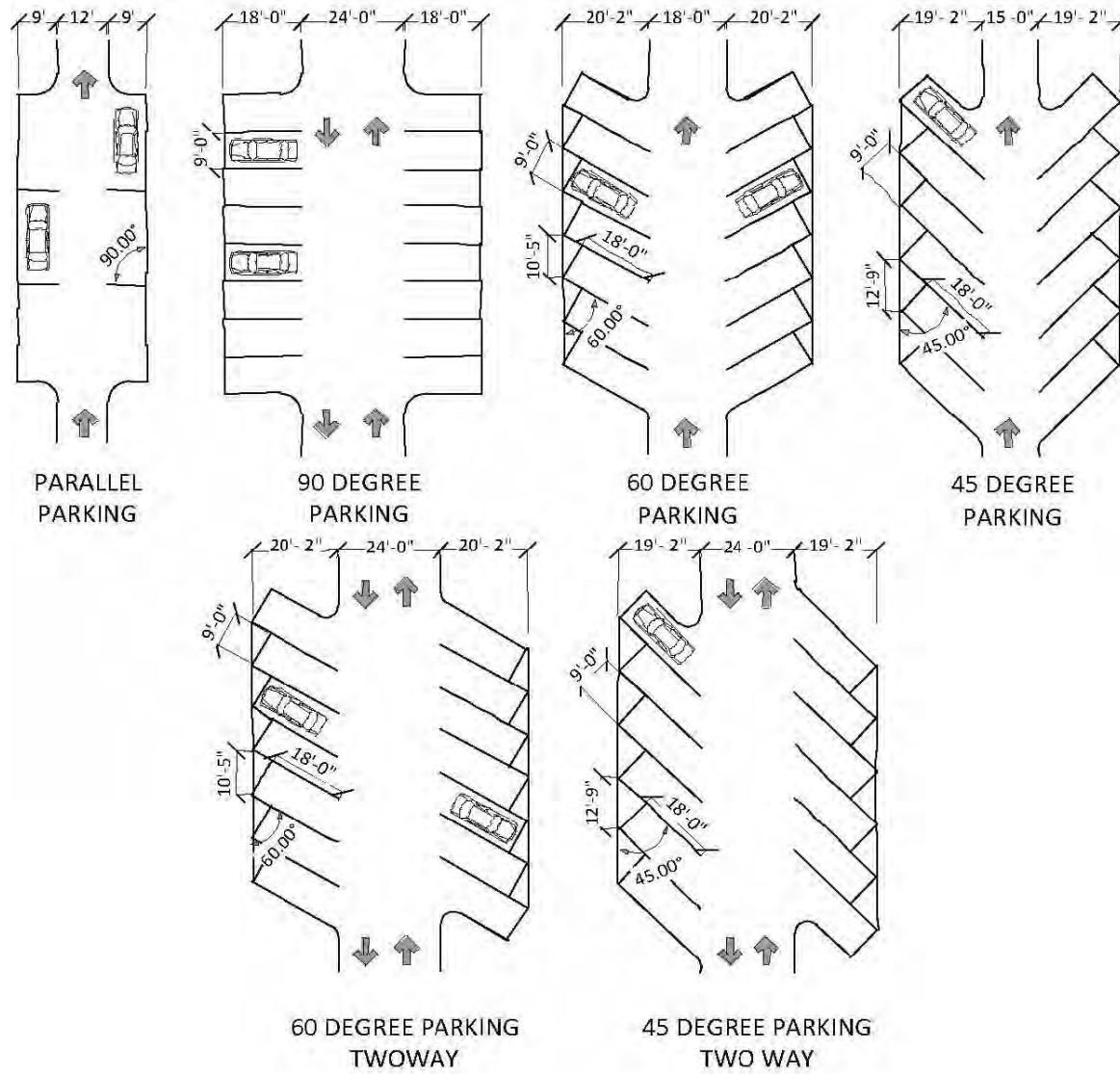
Restaurant (fast-food)	1 stall per 100 square feet of Floor Area	1 per 20 stalls
Restaurant (sit-down)	1 stall per 3 seats plus .50 stall per employee (outdoor dining seating shall not be counted towards the total number of seats)	1 per 15 stalls
Food Truck Park	3 stalls per food truck/food trailer	1 per 20 stalls
<b>Public Uses</b>		
Hospital, Specialty	1 stall per every 2 beds	1 per 50 stalls
Education, Preschool	1 stall per teacher and staff, plus 1 additional stall per every 2 classrooms for elementary or middle schools or plus 1 additional stall for every 10 students for high schools	1 per 25 stalls
Education, Elementary or Secondary		
Education, Higher (Public)	1 stall for every 3 seats	
Education, Technical		
Place of Worship	1 stall for every 4 seats in the Place of Worship	
<b>Alcoholic Beverage</b>		
Alcoholic Beverage—Bar Establishment	3 stalls per 1,000 square feet	N/A
Alcoholic Beverage—Tavern		
Alcoholic Beverage—Manufacturer	1 stall per employee	1 per 50 stalls
Alcoholic Beverage—Beer Wholesaler	1 stall per 1,000 square feet	
Alcoholic Beverage—Liquor Warehouse		
<b>Industrial</b>		
Bakery, Commercial	1 stall per employee	1 per 50 stalls
Manufacturing		
Food Processing	2 stalls per 1,000 square feet plus designated parking stall for all food trucks/food trailers	N/A
Storage Facility, Warehouse	1 stall per 1,000 square feet	

B. Parking Stall Configuration. The minimum Parking Stall and Drive Aisle configurations are provided in the following table and illustration.

Parking Stall Dimension Table *					
Angle of Parking	Stall Width	Stall Depth	Curb Length Per Vehicle	Minimum Drive Aisle Width (One Way)	Minimum Drive Aisle Width (Two Way)
Parallel along the curb - 0 degree	9 ft.	23 ft.	23 ft.	12 ft.	24 ft.
45 degree	9 ft.	18 ft.	9 ft.	15 ft.	24 ft.
60 degree	9 ft.	18 ft.	9 ft.	18 ft.	24 ft.

90 degree	9 ft.	18 ft.	9 ft.	24 ft.	24 ft.
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\*Drive Aisle widths may be increased when required by the City Fire Marshal or City Engineer.



Parking Structure Stall Dimension Table*						
Angle of Parking	Stall Width	Stall Depth	Aisle Width	Wall to Wall Module Width	Interlock Reduction	Overhang Allowance
0	22'-0"	8'-3"	12'-8"	29'-2"	0'-0"	2'-0"
45	8'-3"	16'-10"	14'-11"	48'-7"	2'-3"	2'-0"
50	8'-3"	17'-5"	15'-6"	50'-4"	2'-0"	2'-0"
55	8'-3"	17'-11"	16'-2"	52'-0"	1'-10"	2'-1"
60	8'-3"	18'-3"	16'-10"	53'-4"	1'-7"	2'-2"
65	8'-3"	18'-6"	17'-9"	54'-9"	1'-4"	2'-3"

70	8'-3"	18'-7"	18'-7"	55'-9"	1'-1"	2'-4"
75	8'-3"	18'-6"	20'-1"	57'-1"	0'-10"	2'-5"
90	8'-3"	17'-6"	24'-10"	59'-10"	0'-0"	2'-6"
0	22'-0"	8'-6"	11'-11"	28'-11"	0'-0"	2'-0"
45	8'-6"	16'-10"	14'-2"	47'-10"	2'-3"	2'-0"
50	8'-6"	17'-5"	14'-9"	49'-7"	2'-0"	2'-0"
55	8'-6"	17'-11"	15'-5"	51'-3"	1'-10"	2'-1"
60	8'-6"	18'-3"	16'-1"	52'-7"	1'-7"	2'-2"
65	8'-6"	18'-6"	17'-0"	54'-0"	1'-4"	2'-3"
70	8'-6"	18'-7"	17'-10"	55'-0"	1'-1"	2'-4"
75	8'-6"	18'-6"	19'-4"	56'-4"	0'-10"	2'-5"
90	8'-6"	17'-6"	24'-1"	59'-1"	0'-0"	2'-6"
0	22'-0"	8'-9"	10'8"	28'-2"	0'-0"	2'-0"
45	8'-9"	16'-10"	13'-5"	47'-1"	2'-3"	2'-0"
50	8'-9"	17'-5"	14'-0"	48'-10"	2'-0"	2'-0"
55	8'-9"	17'-11"	14'8"	50'-6"	1'-10"	2'-1"
60	8'-9"	18'-3"	15'-4"	51'-10"	1'-7"	2'-2"
65	8'-9"	18'-6"	16'-3"	53'-3"	1'-4"	2'-3"
70	8'-9"	18'-7"	17'-1"	54'-3"	1'-1"	2'-4"
75	8'-9"	18'-6"	18'-7"	55'-7"	0'-10"	2'-5"
90	8'-9"	17'-6"	23'-4"	58'-4"	0'-0"	2'-6"
0	22'-0"	9'-0"	9'-5"	27'-5"	0'-0"	2'-0"
45	9'-0"	16'-10"	12'-6"	46'-4"	2'-3"	2'-0"
50	9'-0"	17'-5"	13'-3"	48'-1"	2'-0"	2'-0"
55	9'-0"	17'-11"	13'-11"	49'-9"	1'-10"	2'-1"
60	9'-0"	18'-3"	14'-7"	51'-1"	1'-7"	2'-2"
65	9'-0"	18'-6"	15'-6"	52'-6"	1'-4"	2'-3"
70	9'-0"	18'-7"	16'-4"	53'-6"	1'-1"	2'-4"
75	9'-0"	18'-6"	17'-10"	54'-10"	0'-10"	2'-5"
90	9'-0"	17'-6"	22'-7"	57'-7"	0'-0"	2'-6"

\*Parking spaces located adjacent to walls or columns shall be one foot (1') wider to accommodate door opening clearance and vehicle maneuverability.

C. Vehicle stacking capacity in drive-thru lanes. The following table shall be used when determining stacking capacity for the following drive-thru Uses:

Vehicle Stacking Capacity in Drive-Thru Lanes		
Use	Minimum Stack	Measured From
Automated teller machine (ATM)	3 per machine	Teller machine
Car Wash	3 per lane	Wash bay entrance
Dry cleaner	2 per lane	Drive-up Window
Financial Institution with teller lane	3 per lane	Teller or Drive-up Window
Pharmacy	3 per lane	Drive-up Window
Restaurant with drive-thru*	5 per lane	Order box

\*More stacking may be required by the City Engineer, subject to a queue analysis completed by a licensed Professional Engineer with a background in transportation engineering or related field based on peak hour traffic.

D. **Parking Reduction Plan.** The land use authority may approve a modification in the number of off-Street Parking Stalls required for a Development in accordance with the ratios established in this Section. This section may not be applied in a Townhome Overlay District.

1. **Residential Parking:**

- a. The Applicant must submit evidence that the proposed Development meets one (1) of the following below.
  - i. Located in Transit Oriented Development - Core (TOD-Core), Downtown, or East Streetcar district; or
  - ii. Located within a quarter (1/4) mile of a TRAX or Streetcar station.
- b. All Developments must submit a parking and traffic study performed by a licensed Professional Engineer with a background in transportation engineering or related field. In addition, the Development shall submit a detailed description of the proposed, anticipated parking demand, proposed circulation plan, and describe any unique circumstances that would otherwise reduce the parking requirement.
- c. All documentation shall be submitted to the Community Development Department and must comply with all applicable standards contained in this Chapter with the following exceptions:
  - i. The standard requirement for residential parking in the district where the development is located.
  - ii. The land use authority may consider increases or reductions to standards outlined in the accompanying table. The maximum decrease from any standard parking rate for a Residential Use shall be twenty percent (20%) or 1:1 stall per unit ratio.
  - iii. Dedicated visitor parking. Developers shall clearly indicate the location of dedicated visitor parking through directional signage, marked stalls, or other means to be determined in Site Plan review.
- d. The following table provides all eligible parking rate reductions available for Developments that meet the requirements in 17.06.160(D):

<b>Eligible Parking Rate Reductions</b>	
<b>Amenity</b>	<b>Recommended Reduction (Stalls/Unit)</b>
Car share (limit 1 car/100 units)	0.05
Unbundled parking (100% of units)	0.1
Bike share	0.05
Bike lockers/storage	0.05
Development supplied transit passes to 100% of units	0.15
Senior housing	0.2
Student housing (< .25 miles from campus)	0.1

2. **Commercial Parking.**

- a. Commercial Use transit-oriented Developments may receive up to a twenty percent (20%) reduction in parking when located within the Transit Oriented Development-Core, Downtown,

and East Streetcar districts. A Development must comply with at least two (2) additional requirements below to qualify for the parking reductions:

- i. Shared Parking. The Development consists of two (2) or more land Uses that have different parking patterns and peak parking demand hours. Regulations for Shared Parking can be followed as found in Subsection (G) of this Section except for the following additional provisions:
  - a) In Mixed-Use Developments, no one Use may consist of less than 20% of the Building square footage; and
  - b) Mixed-Use Buildings must be comprised of at least 50% Residential Use.
- ii. Transit passes are provided to 100% of employees at the Development.
- iii. Provisions are made for long-term bicycle storage for residential tenants or business employees. Long-term storage shall consist of facilities such as lockers, indoor Parking Areas, or other secure areas designated for parking.
- iv. Alternative proposals approved by the land use authority that will encourage and provide for increased transit ridership.

- E. Manufacturing and Storage Warehouse Uses may receive up to a twenty percent (20%) reduction in parking when located within the Flex District. The applicant shall provide documentation supporting the proposed reduction. The parking reduction is at the discretion of the City Engineer based on the following standards.
  - a. All Developments must submit a parking and traffic study performed by a licensed transportation engineer or related field. In addition, the Development shall submit a detailed description of the proposed Use (include the square footage), hours of operation, anticipated parking demand, proposed circulation plan, and describe any unique circumstances that would otherwise reduce the parking requirement.
  - b. Any Change of Use, expansion of use (employees, Use, Development), or transfer of property ownership would require the property owner to resubmit for consideration of any approved parking reduction.
- F. Excessive parking. Commercial Developments shall not have parking in excess of that required by this Chapter, without prior written approval of the land use authority. If more Parking Stalls are requested, written justification of the specific need for more Parking Stalls than the provisions of this Chapter allow may be required. The land use authority may require a parking and/or traffic impact analysis by a licensed Professional Engineer with a background in transportation engineering or related field when the request exceeds 20 stalls or an increase of ten percent (10%).
- G. Shared Parking. Flexibility through Shared Parking may be allowed when two (2) or more Uses within the same Project, with access to the same Parking Stalls, have different parking patterns and peak parking demand hours. These Uses shall be able to use the off-Street Parking Stalls that are on the same Parcel or within the condominium plat throughout the day to reduce the total demand for Parking Stalls. The following schedule of Shared Parking is provided to indicate how Shared Parking for certain Uses might be used to reduce the total parking required. This provision does not apply to Townhome Developments.

Schedule of Shared Parking						
General Use Classification	Weekday			Weekend 1		
	Midnight—7:00 a.m.	7:00 a.m.—6:00 p.m.	6:00 p.m.—Midnight	Midnight—7:00 a.m.	7:00 a.m.—6:00 p.m.	6:00 p.m.—Midnight
Residential	100%	50%	80%	100%	75%	75%
Office	5%	100%	20%	5%	20%	10%
Retail/Commercial2	5%	80%	100%	5%	100%	90%
Hotel	100%	65%	100%	100%	65%	100%

Light industrial	10%	100%	10%	10%	50%	10%
Entertainment3	10%	50%	100%	10%	50%	100%
Places of worship	5%	30%	50%	5%	100%	75%
Community centers	5%	75%	85%	5%	100%	100%

1. For Shared Parking purposes weekend shall begin on Friday at 6:00 p.m.
2. Provision shall be made between shared Uses for typical design day for commercial Uses to ensure sufficient parking.
3. Percentage of Shared Parking reduction for entertainment Uses may be increased by the land use authority depending on the intensity of the Use and Compatibility with Shared Parking uses.

1. To qualify for approval of Shared Parking, Applications shall contain the following:
  - a. Proof that all uses subject to the Shared Parking Application are within the same Project;
  - b. Location and identity of each Use that will share the Parking Area;
  - c. Total parking requirement for each Use;
  - d. The projected hours of operation of each Use and the hours during which the peak parking demand will be experienced;
  - e. The number of proposed Parking Stalls;
  - f. A Site Plan showing that the furthest Parking Stall is no greater than 300 feet from the nearest entrance of each Use intended to share the parking;
  - g. A Site Plan showing that the proposed Shared Parking Area will comply with all standards required by this Chapter for Parking Area Development;
  - h. A Pedestrian circulation plan that shows connections and walkways between Parking Areas and land Uses; and
  - i. No one single Use may be less than ten percent (10%) of the overall Building square footage.
2. Other Uses. If one or more of the land Uses intended to share parking facilities does not conform to the general land use classifications in the Shared Parking matrix, an Applicant may submit data to specify the principal operating hours of the uses. The land use authority may also take this information into account in determining the appropriate Shared Parking accommodation, if any, for such Uses.
3. Shared Parking Among Lots Under Different Ownership. When a Shared Parking reduction is to be applied to Uses on several Lots under different ownership, the following shall be provided:
  - a. A plan that provides for deed restrictions to ensure the parking and uses cannot be separated without a change in occupancy and a deed release from the City;
  - b. Recorded easements that provide, at a minimum, for:
    - i. Cross-access for both vehicles and pedestrians among the Parking Areas and connections;
    - ii. Allocation of maintenance responsibilities;
  - c. Parking for all Uses shall be located within 300 feet from the nearest entrance of each Use intended to share the parking.
  - d. Shared Parking among Lots under different ownership may be approved by the land use authority following submittal of a parking Development plan Application and compliance with the provisions detailed above.