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Chapter 15A-02 - GENERAL PROVISIONS

15A-02-01 Violations and Penalties

- A. **Violations.** It is unlawful to construct, erect, install, alter, change, maintain, use, or permit the construction, erection, installation, alteration, change, maintenance or use of any house, building, structure, sign, landscape area, parking lot, fenced lot or other land contrary to any of the provisions of this Code. Any land use that is specifically prohibited by this Code or is unspecified and not classified by the Director is prohibited in any district.
- B. **Property Owner is Responsible Party.** The owner and/or the person in possession of any property used in violation of this Code shall be responsible for any violation thereof, whether or not he or his agent has committed the prohibited act(s) or has neglected to prevent the performance of the prohibited act(s) by another person.
- C. **Penalty.** Any person, firm, or corporation violating any of the provisions of this Code (and any amendments hereto, or of any adopted subdivisions, official maps, major street plan ordinance, or regulations) shall, upon conviction, be punishable as a Class C misdemeanor.
- D. **Number of Offenses.** Every person, firm, or corporation shall be deemed responsible or guilty of a separate offense for each and every day during that any violation is committed or continued.
- E. **Remedy.**
1. The City, or any adversely affected owner of real estate within the City in which violations of this Code occur or are about to occur, may, in addition to other remedies provided by law, institute:
 - a. Injunctions, mandamus, abatement, or any other appropriate action.
 - b. Proceedings to prevent, enjoin, abate, or remove the unlawful building, use, or act.
 2. The City need only establish the violation to obtain the injunction.
 3. The City may, in addition to other remedies provided by law, enforce the ordinance by:
 - a. Withholding building permits; or
 - b. Taking action to cancel any permit or approval for failure to comply fully with the terms of any permit or approval including, but not limited to, a conditional use permit, site plan review, building permit, variance, or special exception. The authority that issued the permit or approval shall consider the matter at a public hearing preceded by at least 10 days notice to the licensee/permittee. Cancellation or revocation of a permit or approval may be appealed in the same manner as the original action.
- F. **Nuisance and Abatement.** Any required fencing, landscaping, parking lot, lighting, or other required site plan elements, building or structure erected, constructed, altered, enlarged, converted, moved, removed, or maintained contrary to the provisions of this Code, and any use of any conditional use permit, approved site plan, other approved development plans and permits, land, building, or premise established, conducted, or maintained contrary to the provisions of this Code shall be, and the same

hereby is declared, to be unlawful and a public nuisance. In addition to other remedies provided by the law, the City Attorney, upon request of the Director, may immediately commence action or proceedings for the abatement and removal and injunction thereof in the manner provided by law, and may take other steps and apply to such courts as may have jurisdiction to grant such relief as will abate and remove such building use or structure, and restrain and enjoin any person, firm, or corporation from erecting, building, maintaining, or using any such building, structure, or property contrary to the provisions of this Code. The remedies provided for herein shall be cumulative and not exclusive.

15A-02-02 Severability

Should any article, section, clause, or provision of this Code be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Code as a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

15A-02-03 Compliance and Scope

- A. **Use of Land, Building, and Structures.** No land shall be used or occupied and no building or structure shall be designed, erected, altered, used, or occupied for any use except those uses specifically permitted on the land upon which the building or structure is located or erected or use established as permitted in the regulations for the district in which said land is located. Storage of any kind on a vacant lot is prohibited.
- B. **Development to be in Accordance With Terms of Licenses, Permits, or Approvals.**
1. All construction, operations, and occupancy shall be in accordance to approved building permits, conditional use permits, approved site plans, business licenses, and other permits which may be required. No deviance from said permits or approvals shall be made unless the proper variances, special exceptions, or appeals have been granted as per this Code.
 2. No building permit shall be issued until all permits, reviews, or approvals required by this Code have been secured. Grading permits may be issued by the Building & Safety Division prior to the issuance of a building permit with the approval of the Sandy City Engineer and Director, accompanied by a bond (amount to be determined by the Sandy City Engineer). Except as specifically provided herein, the securing of one required review or approval shall not exempt the recipient from the necessity of securing any other review or approval required by this Code.
- C. **Conformance to Ordinance Provisions.** All City officials who are vested with the duty or authority to issue permits shall conform to the provisions of this Code and shall issue no permit, certificate, license for uses, buildings, or purposes in conflict with the provisions of this Code. Any such permit, certificate or license issued in conflict with the provisions of this Code, intentionally or otherwise, shall be null and void.
- D. **Inspection of Property**
1. **Inspection of Buildings, Structures, and Land Uses.** The Director is hereby authorized to inspect or cause to be inspected all buildings and structures in the course of construction, modification or

repair, and to inspect land uses to determine compliance with the provisions of this Code provided, however, that no such inspection shall be required as a condition precedent to commencement or continuation of any construction, modification, or repair of any building or structure unless otherwise provided herein or elsewhere in the ordinances of Sandy City.

2. **Right of Entry.** The Director or any authorized employee shall have the right to enter any building for the purpose of determining the use thereof or to enter the premises for the purpose of determining compliance with the provisions of this Code provided such right of entry shall be exercised only at a reasonable hour and in no case shall entry be made to any building in the absence of the owner or tenant thereof without their consent or a written order of a court of competent jurisdiction.

15A-02-04 Fees

A fee shall be paid for certain reviews and permits as established by the City Council. No such fee approved and listed in the Sandy City budget shall be returnable in the event that the permit or approval applied for is denied.

15A-02-05 Administrative Reviews and Permits

- A. **Review for Building Permits.** The Chief Building Official shall submit all applications for building permits to the Director for review. Such review shall determine compliance with the regulations of this Code. The requirements for a building permit shall be established by the Director. The Chief Building Official shall issue no building permit until the application is approved for zoning compliance by the Director.
- B. **Review for Business Licenses and Home Occupations.** All applications for business licenses, home occupations, or renewal of such licenses shall be submitted to the Director for review to determine compliance with this Code.
- C. **Site Plan Review.** All applications for site plan review as provided for in this Code shall be submitted to the Director. The Director shall receive all submittals to assure completeness and prepare submittals for review.
- D. **Conditional Use Permit.** All applications for a Conditional Use Permit shall be submitted to the Director as provided for in this Code. The Director shall receive all submittals, assure completeness of submittals, and prepare submittals for review by the Planning Commission.
- E. **Temporary Use Permit.** All applications for a Temporary Use Permit shall be received by the Director and follow the procedure as described in this Code.
- F. **Amendments.** All requests for amendments or changes to the Development Code or Zone District Map shall be initiated with the Director. The amendment process shall proceed as provided for in this Code.
- G. **Sign Permit.** As provided in this Code, the Director shall be responsible for issuance of permits for signs and for enforcement of sign regulations.

H. **Grading Permit.** As provided in this Code, the Building & Safety Division shall be responsible for issuance of permits for grading and for enforcement of grading regulations.

15A-02-06 Expiration of Licenses, Permits and Approvals

Each license, permit, or approval issued, as set forth herein, shall expire after 180 days if no construction is undertaken or no work is done unless a different time period is specifically set forth at the time of issuance of the license or permit or in this Code, or unless an extension is granted by the issuing agency prior to expiration.

15A-02-07 Lot Standards

Except for more flexible requirements, as those pertaining to planned unit developments or as may be otherwise provided in this Code, every lot within the City shall have such area as is required by this Code and shall have the required frontage upon a dedicated or publicly approved street before a building permit may be issued.

15A-02-08 Substandard Lots

The requirements of this Code as to minimum lot area or lot width shall not be construed to prevent the use for a single unit dwelling of any lot or parcel of land in the event that such lot has been held in separate ownership prior to and continuing since the adoption of this Code and zoning regulations in effect prior to the adoption of this Code.

15A-02-09 Every Dwelling on a Lot

Unless otherwise permitted by this Code, every dwelling structure shall be located and maintained on a separate lot having no less than the minimum area, width, depth, frontage, and public improvements required by this Code for the zone district in which the dwelling structure is located, except group dwelling complexes under single ownership and management which are permitted by this Code may occupy one lot for each such multi-structure complex. No recreational vehicle as herein defined shall be located, placed, used, or occupied for residential purposes in any zone district. (Ord 13-13, Amended 6-5-2013)

15A-02-10 Yard Space For One Building Only

No required yard or other open space around a building, or which is hereafter provided around any building, for the purpose of complying with the provisions of this Code shall be considered as providing a yard or open space for any other building, nor shall any yard or other required open space on an adjoining lot be considered as providing the yard or open space on a lot whereon a building is to be erected or established.

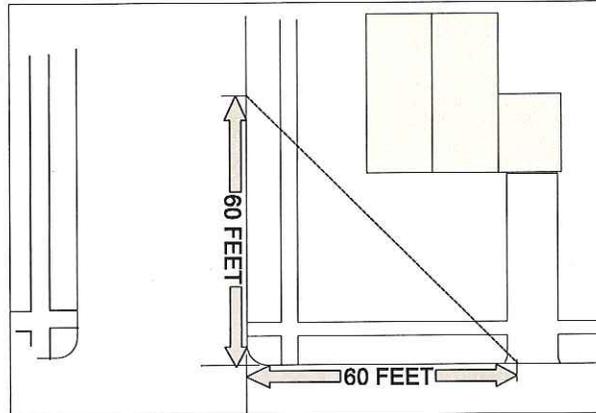
15A-02-11 Yard to be Unobstructed: Exceptions

Every part of a required yard shall be open to the sky and unobstructed except for accessory buildings in a rear or side yard and for the ordinary projections of skylights, sills, cornices, chimneys, flues, other ornamental features which project into a yard not more than 2 feet, and fire escape structures projecting into a yard not more than 5 feet.

15A-02-12 Clear View of Intersecting Streets

In all districts or uses for which a front yard is required, no opaque obstruction to view in excess of 3 feet high (above top back of curb) shall be placed on any corner lot within a triangular area formed by the intersection of straight lines extended from the back of the curb (or future curb) and a line connecting them at points 60 feet from the intersection of the curb line, except a reasonable number of trees pruned to permit unobstructed views to automobile drivers.

Deviations from these requirements must be reviewed by the Transportation Engineer to determine if there is an acceptable degree of safety.



15A-02-13 Sale or Lease of Required Space

No space needed to meet the width, yard, area, coverage, parking, or other requirements of this Code for a lot or building may be sold or leased apart from such lot or building.

15A-02-14 Division of Lots Below Minimum Space Requirements

No parcel of land which has less than the minimum width and area requirements for the zone district in which it is located may be divided from a larger parcel of land for the purpose, whether immediate or future, of a building or development as a lot.

15A-02-15 Conservation of Values

It shall be the responsibility of each property owner to maintain their property in a good, clean condition, making necessary repairs to the home, accessory structures, e.g., fencing, yard lights, and other appurtenances, and landscaping. Good condition shall mean properly painted structures, fences in an upright and stable position, landscaping free of weeds, dead materials, e.g., dead trees or shrubs, as well as generally accepted maintenance practices for residential property, as more specifically addressed within the Sandy City Property Maintenance Ordinance.

15A-02-16 Guarantee for Improvements**A. Definitions.** As used in this part:

1. "City" means Sandy City and its employees and contractors.
2. "Documents" means approved site plans, Sandy City Standard Specifications and Details, building and/or grading permits, City ordinances, and other drawings and documents pertinent to the project.
3. "Estimate" means the document, prepared by the City Engineer, showing the dollar amount which the City will require the Owner to post as the Guarantee for Improvements. The dollar amount is based on the reasonable Cost of Construction as determined by the City Engineer of each required Improvement.
4. "Cost of Construction" means the full, or 100%, value of the estimated cost of installing the improvements, as determined by the City Engineer.
5. "Guarantee" or "Guarantee for Improvements" means a cash bond, escrow bond or letter of credit provided by the Owner as further defined in subpart Q. "Guarantee" also means the dollar amount posted by the Owner.
6. "Improvement" means infrastructure that an Owner is required by the Documents to install as a condition to recording a subdivision plat or developing a commercial, office, industrial, mixed use, or multifamily project. Improvements can be either public or private and are further defined in subpart C.
7. "Owner" means owners, developers, contractors and/or land use applicants.
8. "Director" means the Community Development Director.

B. Owner is Responsible for Performing All Improvements. The installation of all Improvements is the responsibility of the Owner, unless otherwise approved by the City Engineer.**C. Improvements.** Improvements are listed below, and shall be designated throughout this part by their respective numbers, 1 through 17.

Public Improvements:

1. Any water system facilities proposed to be maintained by the City, such as water main lines, service laterals, meter boxes, fire hydrants, back-flow prevention devices, and other appurtenances.
2. Any irrigation and flood control systems proposed to be maintained by the City.
3. Any roadway improvements proposed to be maintained by the City, such as curb and gutter, drive approaches, waterways, sidewalks, trails, bike paths, raised medians, asphalt paving, road base, geotextile fabric, painting and striping, street signs, etc.
4. Retaining walls that support public roads.
5. Street lights.
6. Public Streetscape (trees, benches, grass, etc).
7. Survey monuments and rivets.

Private Improvements:

8. Water system facilities proposed to be privately maintained, such as water main lines, service laterals, meter boxes, fire hydrants, back-flow prevention devices, and other appurtenances.
9. Private irrigation and flood control systems.
10. Any roadway or parking lot improvements proposed to be privately maintained, to include privately maintained curb and gutter, drive approaches, waterways, sidewalks, trails, bike paths, raised medians, asphalt paving, road base, geotextile fabric, painting and striping, parking lot lights, etc.
11. Retaining walls that do not support public roads.
12. Dumpster enclosures.

13. Roof screening.
14. Fencing and walls (not retaining walls).
15. Landscaping and sprinkling systems in designated common areas.
16. Any other reasonably required improvements determined by the City Engineer and Director in order to meet the intent of this Code.
17. In PUDs and HSDs, required landscaping and sprinkling system for a yard or lot for an individual home.

D. **Guarantee for Improvements.** Owners proposing new or substantially modified commercial, office, industrial, multi-family, or single family residential projects, with required on-site or off-site Improvements in the City, are required to post a Guarantee for Improvements on forms acceptable to the City, prior to City approval for construction of the project. The dollar amount of the Guarantee shall be based on the reasonable Cost of Construction as determined by the City Engineer or Director (or designee).

E. **City Engineer's Estimate.** The City Engineer or his representative shall prepare one or more Estimates, the number of which shall be determined by the City Engineer. The sum of these Estimates shall be the total dollar amount required for the Guarantee.

F. **Separate Estimates.** The City Engineer may provide separate Estimates, grouping certain Improvements on each Estimate, with the intent to provide the Owner the opportunity to install each grouping of Improvements completely and then apply for release of the Guarantee amount associated with that Estimate. Generally there may be up to four Estimates as determined by the City Engineer, with suggested groupings of Improvements as follows:

1. Estimate containing Improvements 1 and 8;
2. Estimate containing Improvements 2-4, 9 and 10;
3. Estimate containing Improvements 5, 7, 11-14;
4. Estimate containing Improvements 6 and 15.

Other groupings of Improvements may be approved by the City Engineer.

All Improvements included with each separate Estimate, as well as all other items required by the City Engineer and Director, shall be installed to the satisfaction of City Engineer before any portion of the Guarantee amount associated with that separate Estimate will be released.

G. **Amount of the Guarantee.** The following percentages refer to the dollar amounts of the Cost of Construction as determined by the City Engineer:

1. 100% for Improvements 1- 7 shall be provided prior to approval.
2. 50% for Improvements 8 and 9 shall be provided prior to approval.
3. 10% for Improvements 10- 15 may be required prior to approval, as determined by the City Engineer.
4. 100% or 10% for Improvement 16 may be required prior to approval, as determined by the City Engineer.
5. \$3,500.00 for Improvement 17 shall be provided at the time of issuance of the building permit.
6. The City Engineer reserves the right to add an additional dollar amount to an Estimate in order to reach an amount equal to the Cost of Construction.

- H. **Installation of Improvements Prior to Site Occupancy.** Improvements 1-4 and 8-11, shall be installed to the satisfaction of the City Engineer prior to the issuance of any occupancy permit for the development unless otherwise approved by the Director (or designee) and the City Engineer.
- I. **Time Period for Installation of Improvements.** All Improvements shall be installed to the satisfaction of the City Engineer within one year from the date the Guarantee is posted with the City, unless otherwise approved by the Director (or designee) and City Engineer.
- J. **Specified Sequence.** To protect the health, safety and welfare of the City and its residents from traffic, flood, drainage or other hazards, the City Engineer may require that the Improvements, including those found damaged or defective prior to 100% Release of the Guarantee, be installed or repaired in a specified sequence and/or within a specified period of time, which may be less than one year. The City Engineer will notify the Owner in writing of that requirement, if the City Engineer deems such action appropriate. If the Owner fails to install the specified Improvements or repairs as required by the City Engineer, the City may take whatever action it deems appropriate to install the Improvements or make the repairs, including foreclosure on the Guarantee.
- K. **Release of Guarantee.** The individual Estimate shall be the document that governs what dollar amounts can be released at any given time, upon approval by the City Engineer. A portion of the Guarantee monies shown on an Estimate may be released when all the Improvements on an Estimate have been installed and approved.
- L. **Initiating Inspections for Release of Guarantee.** Inspections will be scheduled upon the Owner's written request. Said request shall contain a statement affirming that all Improvements are complete and that there are no material or workmanship liens filed against the project.
- M. **80% Release of Water System.** Upon 100% completion of Improvements 1 and 8, or as otherwise approved by the City Engineer, the City may release a dollar amount that leaves a Guarantee with the City that is equal to no less than 20% of the Cost of Construction for Improvements 1 and 8.
- N. **90% Release of Guarantee.** Upon 100% completion of Improvements 1-15 (and, in some cases, 16) or as otherwise approved by the City Engineer:
1. The City may release an additional dollar amount that leaves a Guarantee with the City that is no less than 10% of the Cost of Construction for Improvements 1 and 8, if subpart M above applies, and all work on Improvements 1, 3, and 10 has been completed;
 2. The City may release a dollar amount that leaves a Guarantee with the City that is no less than 10% of the Cost of Construction for Improvements 2-7 and 9 (and, in some cases, 16);
 3. No portion of the Guarantee for Improvements 10-15 (and, in some cases, 16) will be released until the City has approved a "100% Release," as provided in subpart P below, if those items were initially guaranteed at 10% according to subpart G above.
- Items 1 and 2 above constitute a 90% Release of Guarantee.
- O. **One-Year Warranty Period.** Upon 100% completion of the Improvements listed on each separate Estimate, and upon the 90% Release of Guarantee for that Estimate, as set forth in subpart N above, the One-Year Warranty Period will begin for the Improvements on that Estimate.
- P. **100% Release of Guarantee.** At the end of the One-Year Warranty Period, and after any needed repairs

of Improvements are made, inspections will be scheduled, upon the Owner's request to the City. Any deficiencies noted by City inspectors shall be corrected by the Owner within 30 days from the time the inspector notifies the Owner. If the deficiencies are not corrected within 30 days, the City has the right to foreclose on the Guarantee and correct the deficiencies using the Guarantee monies and/or take other action the City deems appropriate. Upon approval by the City Engineer, the City may release all remaining portions of the Guarantee. This constitutes a 100% release of Guarantee.

Q. Type of Guarantee. Guarantees shall be approved by the City and may be either:

1. An irrevocable letter of credit from a bank or credit union, chartered under the laws of the State of Utah or the United States of America, licensed and regulated by the Department of Financial Institutions of the State of Utah or its successor, insured by the Federal Depository Insurance Corporation or National Credit Union Share Insurance Fund, and having an office in the State of Utah. The letter of credit shall be signed by the guarantor, with the signature notarized and attested.
2. An escrow bond having as a guarantor an organization licensed and regulated by the Department of Financial Institutions of the State of Utah, or its successor, having an office in the State of Utah, and which is insured by the Federal Depository Insurance Corporation or National Credit Union Share Insurance Fund. Escrow bonds shall be submitted on forms provided by the City and shall consist of a letter of commitment, signed by both the guarantor and the Owner, with the signatures notarized and attested.
3. A cash bond, submitted on forms provided by the City and signed by the Owner, with the signature notarized and attested.

R. Guarantee Form. The following conditions apply to all types of Guarantees and may be required as a statement or included on the Guarantee form:

1. The City Engineer's Estimate(s) of required Improvements.
2. A statement that, upon completion, inspection and approval of all Improvements, a portion of the Guarantee may be released and a portion of the original Estimate amount will be withheld for one year after inspection, as set forth in this part. Said withheld amount will be available for use by the City as a Guarantee in case of defective or faulty workmanship, deterioration, failure, faulty design and all other situations that do not conform to the applicable City specifications and approved drawings. After inspection and authorization from the City, and following the One-Year Warranty Period, this withheld amount may be released.
3. A statement signed by the Owner and filed with the City Engineer certifying that no material liens or mechanic (workmanship) liens exist with regard to the Improvements related to any part of the Guarantee.
4. Upon the request of the City Engineer, the guarantor of an escrow bond shall certify the amount existing in the escrow account pertaining to the Guarantee, noting the amount of the current balance and amounts released and the date of such releases.
5. The Guarantee(s) shall be issued in the name of the party signing the Improvement Agreement document, Agreement to Conditions document and all other binding documents relating to the specific development.

6. The Owner may be required to sign a statement that certifies that he/she has or will notify all subcontractors that the City will not release any portion of the Guarantee until all Improvements are installed and the work has been inspected and accepted by the City, at which time, the City may release no more than the portions allowed under this part.
- S. **Duration, Terms, Extensions.** Every Guarantee shall run to the benefit of the City and have an express term of at least three years from the date the Guarantee is posted for any Improvement to which it applies. Further, such Guarantee shall contain language that ensures performance of the Improvements by the Owner and a provision for unconditional payment of the face amount of the Guarantee within 10 days from any declaration of default or forfeiture. Guarantee extensions beyond three years may be allowed under special circumstances upon written request by the Owner and with written approval by the City Engineer. The guaranteeing institution shall provide a written extension of the Guarantee if it is not already within the express terms of the Guarantee.
- T. **Default.** If the Owner is in default or fails or neglects to satisfactorily install the Improvements or satisfactorily complete any other development approval as required by the City, within one year from the date of posting the Guarantee, or earlier time as established by this part, the City may, in its sole discretion, declare the Guarantee forfeited and use the proceeds of the Guarantee to install the required Improvements. The City may deduct its administrative overhead and any other appropriate costs from the Guarantee. If the Guarantee is insufficient to install the Improvements or collect the aforementioned costs, the City may take any other action it deems applicable, to collect on the Guarantee which may include liens, or any other civil or criminal remedies allowable by law.
- U. **Utility Systems Connection Protection Guarantee.** The Owner may have the option of posting a Utility Systems Connection Protection Guarantee, in the amount of \$25,000.00 (or other amount as determined by the Public Utilities Director, based upon the size, scope and potential impact of the development activity upon the existing utility system), in lieu of the Guarantee described in subparts D through G of this sub-section. The City will not allow the use of this pre-installation of required infrastructure improvements alternative unless it is anticipated that a building permit will be issued or that a subdivision plat will be recorded.
1. After posting the Utility Systems Connection Protection Guarantee, the Owner may install all Improvements, except for any buildings, if the following have been completed to the satisfaction of the City Engineer and the Director (Ord 12-04, Amended 1-27-2012):
 - a. Final subdivision or site plan review approval has been granted by the City and all final project plans, designs, construction drawings, plan and profile drawings, specification and requirements of project plan approvals have been granted by the City and all required fees have been paid to the City.
 - b. The City Engineer has finalized his Estimate(s) and calculated the total dollar amounts of the Cost of Construction of all of the Improvements.
 - c. The Owner has obtained all required road cut permits from U.D.O.T., Salt Lake County or the City as appropriate.
 - d. The Owner has obtained all required permits and approvals from all affected utility providers, local districts, culinary water authorities, canal companies or canal operators or other affected entities.
 - e. The Owner has posted the necessary acceptable minimum amount (as determined by the City Risk Manager) of contractor liability insurance, naming Sandy City as an additional insured on the project.

2. When the Owner has completed the construction and installation of the required or proposed Improvements, or the Owner has need of recording the subdivision plat or desires a building permit, the Owner shall notify the City. The City will perform detailed inspections on the Improvements that have been installed.
 - a. Based on the results of those inspections,
 - (1) the City Engineer shall create a City Engineer's Estimate according to subpart G, as described in this section, for all Improvements related to a particular Improvement System ("Improvement System" means a group of Improvements that work together to perform a certain function. Examples of Improvement Systems include water systems, flood-control systems, and road systems, etc.) which are not 100% complete at the time of inspection, and
 - (2) the City Engineer shall create a City Engineer's Estimate for those groups of Improvements that are eligible for the One-Year Warranty Period, according to subpart N and O above.
 - b. The Owner shall post a Guarantee, according to subpart U.2.a(1) and (2) above.
3. The City will then formalize its land-use activity approval by allowing the recording of the subdivision plat or the issuance of the building permit for on-site structures. (Ord 11-15, Amended 9-9-2011, Ord 16-02, Amended 1-14-2016)

15A-02-17 Nonconforming Use Provisions - Purpose

It is the purpose of these regulations to control and gradually eliminate those uses of land or buildings, which although legal at the time of their establishment, do not now conform to the use regulations of the district within which they are situated. Such uses shall be deemed nonconforming uses. Likewise, these regulations are intended to control and gradually eliminate buildings which, although legal at the time of their erection, do not now conform to the height, bulk, and location regulations of the zone district within which they are situated. Such buildings shall be deemed to be nonconforming buildings. Any building or use which was permitted prior to enactment of this Code, but which is designated by this Code as a conditional use, shall not be considered nonconforming and shall not be subject to the provisions of this Chapter. This Chapter is also established to control and gradually eliminate sites and lots which were legal at the time of their establishment, but no longer meet the regulations of the district within which they are located. Such sites and lots shall be designated as nonconforming sites and lots.

15A-02-18 Continuing Existing Uses

Except as hereinafter specified, any use, building, or structure, lawfully existing at the time of the enactment or subsequent amendment of this Code, may be continued, even though such use, building, or structure does not conform with the provisions of this Code for the district in which it is located. Except as otherwise provided by law, nothing in this Code shall prevent the strengthening or restoring to a safe condition of any part of any building or structure declared unsafe by proper authority.

15A-02-19 Construction Approved Prior To Ordinance

A building, structure, or part thereof which does not conform to the regulations of the district in which it is

situated, but for which a building permit was legally issued and construction started prior to the enactment of this Code, may be completed in accordance with such plans providing work has progressed continuously and without delay. Such building or structure shall be deemed to be nonconforming and shall be subject to the regulations set forth herein.

15A-02-20 Nonconforming Structures

A. **Director Review.** The Director may approve repairs and/or changes to a nonconforming structure under the following conditions:

1. The structure is legally nonconforming.
2. The alteration, movement, enlargement or addition is in keeping with the intent of this Code.
3. The proposed alteration, movement, enlargement or addition will not impose undue burden upon the lands located in the vicinity of the nonconforming structure.
4. The structure does not encroach further into the required setbacks beyond which has previously legally been approved..
5. Any applicable development standards for parking, landscaping, screening, etc., are still met or not made less conforming with the expansion.
6. No additional dwelling units are added to the building or structure.

B. A noncomplying structure that is voluntarily damaged or destroyed, in whole or in part, by fire or other calamity may be restored or rebuilt; provided that such restoration is started within a period of one year and is diligently pursued to completion and the noncompliance is not increased. A noncomplying structure shall not be rebuilt or restored if:

1. The structure is allowed to deteriorate to a condition that the building is rendered uninhabitable and is not repaired or restored within six months after written notice to the property owner that the structure is uninhabitable and that the right to rebuild or restore such noncomplying structure will be lost if the structure is not repaired or restored within six months; or
2. The property owner has voluntarily demolished or removed a majority of the noncomplying structure. (Ord 12-04, Amended 1-27-2012, Ord 13-15, Amended 6-11-2013)

15A-02-21 Nonconforming Uses

- A. A nonconforming use may be changed to a conforming use.
- B. Any nonconforming use which has been changed to a conforming use shall not thereafter be changed back to a nonconforming use.
- C. A vacant building or structure may be occupied by a use for which the building or structure is designed or intended if so occupied within a period of one year after the use became nonconforming.

D. **Cessation of Use.** A use shall be deemed to have ceased when it has been discontinued for a period of one year or more, whether or not the intent is to abandon said use. (Ord 13-15, Amended 6-11-2013)

15A-02-22 Amortization of Nonconforming Uses

In order to respond to exceptional or unusual circumstances involving the termination of nonconforming uses, the City Council may approve an amortization formula for the termination of such uses over a period of time to be agreed upon with the owner of the property, subject to reasonable regulations with respect to the continuation of the nonconforming use during the amortization period.