

CITY OF NORTH SALT LAKE
LAND USE APPEAL AUTHORITY
NOVEMBER 18, 2020

FINAL

Glenn Bronson called the meeting to order at 5:05 p.m.

STAFF PRESENT: Sherrie Llewelyn, Community Development Director; Glenn Bronson, Appeal Authority/Hearing Officer; Kurt Imig, Code Enforcement Officer.

OTHERS PRESENT: Robert Carlos, Doyle Johnson, Ledo Enterprises/Summit Auto Group; Bryan Bone, Amy Bone.

1. CASE N20-02521. LEDO ENTERPRISES; ROBERT CARLOS AT 4363 SOUTH HIGHWAY 89-VIOLATION OF CITY CODE SECTION 10-17-5; LIGHT PROJECTION INTO STREET AND ONTO ADJOINING PROPERTIES

Sherrie Llewelyn reported that the property was owned by Ledo Enterprises and was the location of Summit Auto Group. The property was cited on November 5, 2020 after a complaint by neighbors regarding the installation of an intrusive light source that was shining into the road way and directed into their homes across the street. The property owner was contacted by the code enforcement officer and they had indicated the light would be removed or redirected to be in compliance. To this date, the owner has not contacted the City for an inspection of any corrective action they may have taken. The code they are in violation of is 10-6-12 lighting that is used to illuminate parking lot must be arranged to reflect the light away from adjoining residential premises and from street traffic. Location and type of lighting is subject to review by the Planning Commission if they need to go through a site plan review process.

The City is requesting an administrative code enforcement order per our section ordering the abatement of the light and imposing a civil fine as the judge feels necessary.

Robert Carlos confirmed that he was the tenant, Summit Automotive Group, on the property. Doyle Johnson was also present and said he worked with Robert.

Glenn Bronson asked Mr. Carlos and Mr. Johnson if they understood the violation they had been charged with. They replied affirmatively.

Robert Carlos commented that the lights have always been there and that one of the lights was replaced from 300 watts to 150 watts. He said he repositioned the light to point down. Mr. Carlos said the Sinclair on the corner illuminate the apartment complex and the other gas station on the corner illuminate the road as well. He said the light was there for security reasons as well as cameras as they had multiple security incidents and only shone on their parking lot.

Doyle Johnson said the cameras and lights were installed six months ago and then the building was constructed. He explained that the building sits above the street level by approximately ten feet and the lights shine down into the parking lot. He said if the light was down any further it would not illuminate the cars in the front of the lot, which was where they had security issues.

Glenn Bronson asked for confirmation on the installation of the light. Doyle Johnson replied that it was over six months ago. Robert Carlos said that was when the new LEDs were installed.

Glenn Bronson asked when they angled the light downward. Robert Carlos commented that the light was angled down as far as it would go.

Glenn Bronson questioned if the change was made subsequent to when they received notice from the code enforcement officer. Robert Carlos replied affirmatively.

Glenn Bronson commented that the violation was dated 10/29/2020 and asked if the angle of the light had been changed since then. Robert Carlos replied that he had changed it since the notice. He said after discussing the issue with Kurt Imig that he angled the light down and then received two notices for tonight's hearing.

Glenn Bronson asked if subsequent to the notice they changed the angle. Robert Carlos replied that it was before the notice that they changed the angle of the light.

Kurt Imig stated that things occurred as Robert Carlos had noted and that furthermore he had been in continual contact with the complainant who said the light washed out the security camera at this house and shone into his window. Mr. Imig showed images to those present of the location including prior to 4 a.m. to take photos of the light illuminated and not illuminated. He said these types of lights were good at spreading light everywhere. There were lights designed with a downward cast of illumination and felt this was the type of light the City would like to see as they would give Robert the security he desired and would not cast light into the apartments.

Kurt Imig said he had contacted the complainant today who was willing to testify in this case if necessary.

Glenn Bronson asked Mr. Imig if he was disputing anything in this case. Kurt Imig responded that he was not.

Glenn Bronson commented that he reviewed the statute and everything presented. He determined that the light that was installed was in violation of the code, which stated "shall be arranged to reflect the light away from adjoining premises and street traffic." He commented that apparently the light did lot up the car lot and hoped that it had reduced the amount of crime. He said it needed to be arranged to reflect light away from the adjoining residential premises and street traffic.

Glenn Bronson determined that Summit Automotive Group was in violation of the code and stated that in regards to the \$500 penalty he would reduce it to a \$200 penalty that would be waived upon proof of compliance with the code. Summit Automotive Group was ordered to comply with the code and the code enforcement officer, Kurt Imig, would view the property and make a determination on whether or not what was done to the lighting complied with that. The City requested that if remediation did not occur by December 1 the City would re-notice the matter. He ordered them to comply by December 1 and if this occurred the penalty would be waived but if compliance had not been done by December 1st they would be liable for the full penalty amount with potential for additional citations and penalties. He ordered them to comply with the statute and a \$200 waive-able fee by December 1.

Glenn Bronson asked Mr. Carlos and Mr. Johnson if they understood the ruling. They replied affirmatively.

2. CASE N20-02635. BRYAN BONE AT 613 SCENIC HILLS DRIVE-VIOLATION OF CITY CODE SECTION 10-1-45: OPERATION OF A BUSINESS WITHOUT A SHORT TERM RENTAL PERMIT

Sherrie Llewelyn reported that the property in question, 613 Scenic Hills Drive, was cited on October 28, 2020 after numerous complaints by neighbors regarding the operation of a short term rental business and reception center in a single family home in a residential zone. Kurt Imig investigated the business operations at the home and confirmed with Amy Bone verbally that they were renting the home on Airbnb and for wedding receptions and other large gatherings or events. During these large gatherings, the City received complaints related to parking and disruptions to the neighborhood. The complaints that were shared in evidence of the operation were shown on the internet website. Mr. Imig visited the premises on several occasions and spoke with wedding attendees at a wedding event and also interviewed the cleaning person that is employed by Mr. Bone. The individuals confirmed that the property was being rented as a short term rental and for events and receptions. Several telephone conversations were exchanged between Mr. Imig, Sherrie and Mackenzie Bennet (employees of the City) with Bryan and Amy Bone who confirmed that they resided in Draper. The home was listed with the Davis County Assessor office as a secondary home and not as a primary residence. Based upon conversations after the citation and notice of hearing were delivered it was determined that Mr. Bone had two upcoming weddings which would be held as he would not be able to cancel them.

Ms. Llewelyn said the City attorney did file action in district court requesting an injunction against the property owner for allowing those events to continue. She said per her understanding those events were cancelled or moved to a different location. Based upon the information provided to the City and the code requirement that the owner of a short term rental must reside at the home as a primary residence for a minimum of 183 days per year the City would be unable to

approve any application for a short term rental. The use as a reception center or a venue was not permitted or conditional permitted in the zone and could also not be permitted. The violation, 10-1-45, a residential short term rental which requires a short term rental permit as well as a business license and the standards for a short term rental was that the owner must live there for 183 days in the calendar year and provide proof of residency there. The City requested an administrative code enforcement order ordering the abatement of the violation and imposing a civil fine up to \$100 per day. As this has been an upcoming problem, the City requested 5 days at \$100 per day for a total of \$500 per day up to a certain threshold.

Amy Bone commented that as soon as they received notification they cancelled everything. She said she discussed the matter with Kurt Imig and that she did not see anything online for short term rentals and were following the Davis County guidelines which required that you did not live in the home. Mrs. Bone said the Davis County and North Salt Lake guidelines conflicted. She said they understood and cancelled the events immediately and asked for the guidelines for the short term rentals to be emailed to her. Mrs. Bone said that the email was sent to the wrong email address and they did not receive the mailed letter as they did not check the mail. She also said that she was unsure about the business license process and permits required until she spoke to City staff (Sherrie Llewelyn and Mackenzie Bennet).

Glenn Bronson commented that they operated as an Airbnb. Amy Bone replied that Airbnb was a platform and operated the home as a short term rental at 30 days or less. She said the home could be their primary residence. Mrs. Bone said they contacted a lawyer related to the cost of a business license as they felt they did not qualify as a B&B or long term rental and were confused on the process. She said they were now in contact with City staff on the process. Mrs. Bone said they were unaware of multiple complaints on the property.

Glenn Bronson stated that after watching the video, viewing the files, etc. that it was clear that the home was used as a short term rental but the Bones stopped the use when they received the notice. He asked if after the notice was issued on October 28th that the Bones stopped using the home as a rental. The Bones replied affirmatively that they cancelled all reservations at that time.

Amy Bone commented that weddings were held in homes and due to COVID they could host gatherings like that. She said they did understand that in some instances individuals were disruptive for the neighbors.

Amy Bone said that they had searched for information for short term rentals and had difficulty locating it on the website. She said she finally found information dated March 2019. Sherrie Llewelyn commented that the information was made available online March 19, 2019. She said that if the Bones and their attorney were not able to locate the information online that they could have called City staff for more information.

Amy Bone commented that they were offering a service that you could not get from a hotel. She said that they did not know about the application or the complaints before now.

Glenn Bronson stated that he could not speak to the Airbnb rentals as he had the obligation to enforce City code which stated that “it shall be a violation for any person to operate a short term rental without first obtaining a short term rental land use permit as regulated by this section and issued a valid short term business license”. Amy Bone commented that they feared they would not be approved for the permits and licenses.

Glenn Bronson commented that he found them in violation of the code.

Kurt Imig reported that Mrs. Bone represented most of the information accurately and chronologically correct with the exception being the amount of complaints received. He said there were multiple complaints including thefts in the neighborhood and other issues. Mr. Imig said that in conversations with the Bones that they stated they complied with St. George Airbnb requirements and were willing to comply with City requirements. He said at that point he directed the Bones to Sherrie Llewelyn.

Amy Bone clarified that they did not have an Airbnb in St. George but a long term rental in which a business license was required. She said they were not opposed to obtaining a business license in the City.

Glenn Bronson questioned if anyone resided at the property in question. Amy Bone replied that they did not reside at the home but were in the position to move to the home. She said the problem with living in a short term rental was storing your personal belongings.

Glenn Bronson determined that the Bones were properly served the notice of violation and that there was substantial evidence with regard to what occurred at the property which was in violation of City code. The City requested a fine of \$500 with the code providing for a penalty of \$500 and while the code provided for \$500 per day up to a certain threshold. He said the Bones testified that once they received the notice that they had ceased using the property as a rental by terminating the existing engagements. The statute provides for a daily violation fee of \$100 per day after expiration of a minimum ten day compliance period. He said that within the ten day compliance period it appeared the Bones complied. The ten day period would have been from October 28th to November 7th. He found them in violation and ordered them to cease and desist using the property as a short term rental. Mr. Bronson stated that the Bones could make application and go through the proper procedures with the City. He declined to impose a penalty as he did not find a violation subsequent to the ten day period.

Glenn Bronson said that there were voicemails and recordings and notes in regards to conversations including the Bones stating that they would just pay the City’s fines as it was more

profitable to operate the short term rental. He said this may or may not have been said or the attitude conveyed and a fine would have been appropriate in that instance but he said he did not find them in violation and would not be imposing a fine. He would be issuing a cease and desist order and a finding that they were in violation. If the Bones were found in violation in the future, and violated the cease and desist order, the City could seek fines at that time.

Amy Bones said that the comment was taken out of context and was related to a wedding and said they would rather take the hit and pay the fine as they were more concerned about the wedding. She said it was not meant to be a defiant statement. Glenn Bronson said that penalties were to motivate people to comply.

Amy Bones asked how long the cease and desist was in place. Glenn Bronson replied that it was permanent unless they complied with City code and obtained the proper permits from the City.

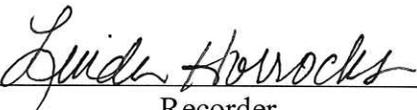
3. CASE N20-02652. REGENCY FUNDING & DEVELOPMENT LLC AT 265 SOUTH HIGHWAY 89-VIOLATION OF CITY CODE SECTION 4-2-1; RETAINING OF AN ATTRACTIVE NUISANCE

This item was postponed until a later date.

4. ADJOURN

Glenn Bronson adjourned the meeting at 5:42 p.m.

Approved as directed and reviewed by Administrative Law Judge, Glenn Bronson.



Recorder