

**ARTICLE II**  
**Administration & Enforcement**

**16-2-10. Fees and deposits.**

(a) Every land use and development application shall be submitted with the appropriate fees and charges for the type of application being submitted along with a cost reimbursement agreement in a form approved by the City Attorney. For purposes of this Section, "land use and development application" shall include any and all applications filed pursuant to the Salida Land Use Code, requests for pre-annexation agreements and can and will serve letters from developments in unincorporated Chaffee County, and Title 32 special district service plan reviews pursuant to C.R.S. §32-1-201, *et seq.* The amount of such fees and charges shall be established by resolution of the City Council, as may be amended from time to time, and available for review by the public at City Hall during normal business hours.

(b) In addition to the minimum application fees, the applicant will also be charged the actual review costs and fees for outside professional services for review of the application. The minimum application fees shall be due and payable upon submission of the application. In addition, at the time of submittal of the application, the applicant shall deposit funds equal to two (2) times the minimum application fee to be used as the initial payment to offset the costs of outside professional services for review of the application. After exhaustion of the initial deposit, statements for professional review services will be mailed to the applicant, and payment of such amounts is due within thirty (30) days of receipt of the statement. Interest shall be imposed at a rate of one and one-half percent (1.5%) per month on all balances not paid within thirty (30) days of the date of the statement. All costs of providing notice, including publication, mailing and posting, shall be borne by the applicant. Recording and filing fees imposed by the Chaffee County Clerk and Recorder, and others, as a result of the application, shall be advanced by the applicant prior to the documents being tendered for recording.

(c) No subdivision plat or other land use approval document shall be deemed effective until the plat is recorded in the real property records of Chaffee County and all fees and charges owed to the City are paid in full by the applicant.

(d) In the event the City is forced to pursue collection of any amounts due and unpaid under this provision, the City shall be entitled to collect attorney's fees and costs incurred in said collection efforts in addition to the amount due and unpaid. The City reserves the right to suspend review of an application, withhold approval, or postpone public hearings if an applicant fails to pay outstanding review fees as required hereunder. Delinquent charges may be certified to the County Treasurer and collected in the same manner as municipal taxes according to the procedure established in Chapter 4, Article VII of this Code.

**16-2-20. Vested property rights**

(a) For all site specific development plans, a vested property right shall be deemed established upon the approval of the plan by the City Council in accordance with this Section and the applicable requirements of this Chapter. The following shall be considered site specific development plans:

<u>Development Review Procedure</u>	<u>Site Specific Development Plan</u>
Subdivision Review pursuant to Article VI, including major subdivisions, minor subdivisions, resubdivisions and limited	Final Subdivision Plat, approved by the City Council, Planning Commission, or Administrator

review subdivisions	
Planned Development Review, pursuant to Article VII, not accompanied by subdivision of land	Final Development Plan approved by the City Council and adoption of the PD zoning ordinance
Planned Development Review, pursuant to Article VII, accompanied by subdivision of land	Final Development Plan approved by the City Council, adoption of PD zoning ordinance, and Final Plat approved by the City Council

(b) The following are specifically excluded from, and shall not constitute, a site specific development plan:

- (1) Variances issued by the Board of Adjustment
- (2) Sketch plans
- (3) Floodway or flood plain permits
- (4) Franchises, temporary use permits
- (5) Zoning or rezoning
- (6) Final architectural plans
- (7) Final construction drawings and related documents specifying materials and methods for construction of improvements.

(c) A vested property right shall be deemed established with respect to any property upon the approval, or conditional approval, of a site specific development plan, following notice and public hearing, by the City. A vested property right shall attach to and run with the applicable property and shall confer upon the landowner the right to undertake and complete the development and use of said property under the terms and conditions of the site specific development plan, as approved, including any amendments thereto.

(d) Subject to Section 16-2-10(c), a site specific development plan shall be deemed approved upon the effective date of the City Council's approval action. In the event amendments to an approved site specific development plan are proposed and approved, the effective dates of such amendments, for purposes of the duration of a vested property right, shall be the effective date of the approval of the original site specific development plan, unless the City Council specifically finds to the contrary and incorporates such finding in its approval of the amendment.

(e) The City may approve a site specific development plan upon such terms and conditions as may reasonably be necessary to protect the public health, safety and welfare, and failure to abide by such terms and conditions may, at the option of the City Council, after public hearing, result in the forfeiture of vested property rights. This subsection shall be strictly construed.

(f) Duration and Termination of Vested Property Rights.

- (1) A property right, which has been vested pursuant to this Section and Article 68 of Title 24, C.R.S., shall remain vested for a period of three (3) years. This vesting period shall not

be extended by any amendments to a site specific development plan unless expressly authorized by the City.

(2) Notwithstanding the provisions of subsection (1) above, the City is authorized to enter into development agreements with landowners providing that property rights shall be vested for a period exceeding three (3) years where warranted in the light of all relevant circumstances including, but not limited to, the size and phasing of the development, economic cycles, and market conditions.

(3) Following approval or conditional approval of a site specific development plan, nothing contained in this Section or Article 68 of Title 24, C.R.S. shall exempt such a plan from subsequent reviews and approvals by the City to insure compliance with the terms and conditions of the original approval, if such further reviews and approvals are not inconsistent with said original approval.

(g) An applicant may waive a vested property right by separate agreement, which shall be recorded in the office of the Chaffee County Clerk and Recorder. Unless otherwise agreed to by the City, any landowner requesting annexation to the City shall waive in writing any preexisting vested property rights as a condition of such annexation.

(h) A vested property right, once established as provided in this Section and Article 68 of Title 24, C.R.S., as may be amended, precludes any zoning or land use action by the City or pursuant to an initiated measure which would alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay the development or use of the property as set forth in an approved site specific development plan, except:

(1) With the consent of the affected landowner;

(2) Upon the discovery of natural or manmade hazards on or in the immediate vicinity of the subject property, which hazards could not reasonably have been discovered at the time of site specific development plan approval, and which hazards, if uncorrected, would pose a serious threat to the public health, safety, and welfare; or

(3) To the extent that the affected landowner receives just compensation for all costs, expenses and liabilities incurred by the landowner after approval by the City, including, but not limited to, costs incurred in preparing the site for development consistent with the site specific development plan, all fees paid in consideration of financing, and all architectural, planning, marketing, legal, and other consultants' fees, together with interest thereon at the legal rate until paid. Just compensation shall not include any diminution in the value of the property, which is caused by such action.

(i) Establishment of a vested property right pursuant to law shall not preclude the application of ordinances or regulations which are general in nature and are applicable to all property subject to land use regulation by the City, including, but not limited to, building, fire, plumbing, electrical, housing, mechanical, and dangerous building codes. Approval of a site specific development plan shall not constitute an exemption from or waiver of any other provisions of this Chapter pertaining to the development and use of property.

(j) This Section provides the procedures necessary to implement the provisions of Article 68 of Title 24, C.R.S. Nothing in this Section is intended to create any vested property right. In the event of

the repeal of said Article or judicial determination that said Article is invalid or unconstitutional, this Section shall be deemed to be repealed and the provisions hereof no longer effective.

**16-2-30. Public Notice.**

(a) For all actions of the City described in this Chapter requiring public hearings, the applicant shall provide public notice and shall demonstrate that such public notice conforms to the following requirements.

(b) Except as otherwise required by law, notice shall be sent by first class mail to all property owners within one hundred seventy-five feet (175') of the property in question at least fifteen (15) days in advance of the hearing.

(c) Except as otherwise required by law, notice of the hearing shall be published in a newspaper of general circulation within the City at least fifteen (15) days in advance of the hearing.

(d) Pursuant to C.R.S Section 24-65.5-103, as may be amended, not less than thirty (30) days before the date scheduled for the first public hearing for a subdivision or development application specified in the statute, the applicant shall provide notice to the owners of the mineral estate. Such notice shall be by certified mail, return receipt requested.

(e) Notice shall be posted by the applicant on the subject property at least fifteen (15) days in advance of the hearing. The dimensions of the sign shall be at least eleven (11) inches by seventeen (17) inches, and the materials to which the notice form is affixed shall be upright, sturdy and waterproof or shall have a waterproof covering.

(f) All notices shall include:

(1) A statement of the nature of the matter being considered;

(2) The time, date and place of the public hearing;

(3) The agency or office and phone number where further information may be obtained; and

(4) A legal description, and address if one has been assigned, of the subject property.

**16-2-40. Amendments**

The text of this Land Use Code may be amended, supplemented or repealed pursuant to the procedures and standards of this Article.

(a) **Initiation of Text Amendment.** An amendment to the text of this Land Use Code may be initiated by the City Council, the Planning Commission, the Administrator, a resident of the City, an owner of a business within the City or any person who holds a recognized interest in real property within the City.

(b) **Procedure for text amendments.** An applicant requesting an amendment shall follow the stages of the process outlined below:

(1) Preapplication Conference. Attendance at a preapplication conference is optional, but recommended, for a private applicant intending to submit an application for an amendment to the text of this Land Use Code or the boundaries of zoning districts, as depicted on the Official Zoning Map.

(2) Submittal of Application. The applicant shall submit a complete text amendment application to the Administrator which contains the precise amended wording. The Administrator shall be responsible for submitting the application materials for an amendment initiated by the City Council or Planning Commission.

(3) Staff Review. The Administrator shall review the application to determine whether it is complete. The Administrator shall forward a report to the Planning Commission, which report summarizes the application's compliance with the applicable review standards contained in Section 16-2-50 below, and other applicable provisions of this Chapter. The technical comments and professional recommendations of other agencies and organizations may be solicited in drafting the report.

(4) Public Notice and Action by Commission. The Planning Commission shall hold a public hearing to review the conformance of the application with all applicable provisions of this Chapter. Public notice shall be provided as specified in Section 16-2-30 of this Chapter. The Commission shall make a recommendation that the City Council approve, approve with conditions or deny the application, or shall remand the application to the applicant with instructions for modification or additional information or action.

(5) Public Notice and Action by Council. The City Council shall consider the recommendations of the Planning Commission at a public hearing. Public notice that the City Council will conduct a hearing to consider the recommendations of the Planning Commission shall be provided as specified in Section 16-2-30 of this Chapter. The City Council shall, by ordinance, approve or deny the proposed amendment or shall remand it to the applicant with instructions for modification or additional information or action.

(6) Actions Following Approval. Upon approval of the amendment and the filing and, if applicable, recordation of any documents required by the approval, the Administrator shall cause the amended text of this Chapter to be officially codified.

**16-2-50. Review standards for text amendments.**

An application for an amendment to the text of this Chapter shall comply with the following standards:

(1) Consistency With Purposes. The proposed amendment shall be consistent with the purposes of this Chapter.

(2) No Conflict With Other Provisions. The proposed amendment shall not conflict with any other applicable provisions of this Chapter, or shall repeal or amend provisions of this Chapter which are inconsistent, unreasonable or out-of-date.

(3) Consistency With Comprehensive Plan. The proposed amendment shall be consistent with the Comprehensive Plan, shall implement a new portion of the Comprehensive Plan or shall

implement portions of the Comprehensive Plan which have proven difficult to achieve under the existing provisions of this Land Use Code.

(4) Public Health, Safety and Welfare. The proposed amendment shall preserve the public health, safety, general welfare and environment and contribute to the orderly development of the City.

**16-2-60. Subdivision improvements agreements and development improvements agreements.**

(a) Subdivision Improvements Agreement. The City Council shall not approve a Subdivision Final Plat application until a Subdivision Improvements Agreement and related documents, setting forth financial arrangements to secure the actual construction of subdivision improvements required by the City Council, has been agreed upon by the applicant or developer and the City. The Subdivision Improvements Agreement shall include a guarantee to construct all required development improvements together with collateral, which shall be sufficient to make provision for the completion of the improvements in accordance with the subdivision engineering design and the development schedule.

(b) Development Improvements Agreement. The City Council, on a case by case basis and in conformance with the Code, may require that an applicant for a site plan or building permit enter into a Development Improvements Agreement which shall include a guarantee to construct all required development improvements together with collateral which shall be sufficient to make provision for the completion of the improvements in accordance with the engineering design and the development schedule.

(c) Construction of improvements. The applicant or developer, at its sole expense, shall design, purchase, and install all elements of all public and other necessary subdivision or development improvements whether such improvements are located within the subdivision or development property (on-site) or outside of the subdivision (off-site). The public and other necessary subdivision or development improvements shall be designed and built in conformance with the City of Salida Public Works Manual in effect as of the date of the Subdivision Improvements Agreement or Development Improvements Agreement, unless otherwise provided in the approved plans and specifications. All such public or other subdivision or development improvements shall be designed and approved by a registered professional engineer retained by the developer or applicant. All drawings and plans for such improvements shall be stamped by the engineer. Prior to the commencement of construction of subdivision or development improvements, the City Engineer shall review and approve the drawings and plans.

(d) Schedule of improvements. The Subdivision Improvements Agreement or the Development Improvements Agreement shall include a schedule of improvements showing in detail the public and other required subdivision or development improvements, including shallow utilities, landscaping, revegetation and other subdivision or development improvements that the developer or applicant shall be responsible for constructing, and the costs therefor. No work shall be commenced on such improvements by the developer or applicant until such time as the schedule of improvements has been approved by the City and the performance guarantee provided pursuant to appropriate sections of the Subdivision Improvements Agreement or Development Improvements Agreement. All improvements shall be constructed in accordance with the applicable provisions of the City of Salida Public Works Manual.

(e) Construction schedule. The Subdivision Improvements Agreement or Development Improvements Agreement shall include a time schedule for the construction and completion of the public and other required subdivision improvements or development improvements. Said schedule shall provide for a commencement date as well as a date when such improvements will be substantially completed. Under such schedule, all public and other required subdivision or development improvements shall be completed no later than one (1) year following the start of development. Where the developer or applicant is prevented from commencing or completing any of the public and other required improvements within the time periods set forth in the construction schedule or otherwise set forth in the Subdivision Improvements Agreement or Development Improvements Agreement due to an unforeseeable cause or delay beyond the control and without the fault or negligence of the developer or applicant the times for commencement and/or completion of such improvements may be extended by the City Council in an amount equal to the time lost due to such delay if a request is made in writing to the City by the developer or applicant. Delays beyond the control of the developer or applicant shall include, but not be limited to, acts of neglect by the City, fires, floods, epidemics, abnormal weather conditions, strikes, freight embargos or acts of God. Time extensions, however, will not be granted for rain, snow, wind or other natural phenomena at normal intensity within Chaffee County. Delays attributable to and within the control of the developer's or applicant's contractors, subcontractors or suppliers shall be deemed to be delays within the control of the developer or applicant.

(f) Warranty. The applicant or developer shall warrant any and all public improvements constructed by the applicant or developer which are conveyed or dedicated to the City pursuant to the Subdivision Improvements Agreement or Development Improvements Agreement for a period of one (1) year from the date the City Engineer certifies that the same conform to the approved specifications. In addition, all other improvements such as shallow utility installations and other improvements as shown in approved construction drawings submitted to the City shall be warranted for a period of two (2) years following completion and approval. Specifically, but not by way of limitation, the applicant or developer shall warrant the following:

- (1) That the title conveyed shall be good and its transfer rightful; and
- (2) Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and
- (3) Any and all facilities so conveyed shall be free of any and all defects in materials or workmanship.

(g) City Inspections. The City shall have the right to make engineering inspections and require testing during construction of the public and other required improvements in such reasonable intervals as the City Engineer may request. Inspection, acquiescence and approval of any engineering inspector of the construction of physical facilities, at any particular time, shall not constitute the approval by the City of any phase of the construction of such public and other improvements. Such approvals shall be made by the City only after completion of construction and in the manner hereinafter set forth.

(h) Approval by City Engineer. Upon completion of construction by the applicant or developer of such public and other improvements, the City Engineer shall inspect the improvements and certify with specificity its conformity or lack thereof to the approved plans and specifications. The applicant or developer shall make all corrections necessary to bring the system or improvements into conformity with applicable City standards and the construction plans, as approved. The City shall be

under no obligation to provide water or wastewater service until all such facilities are brought into conformance with the applicable plans and specifications and approved by the City Engineer.

(i) Provision of “As-built” Drawings. The applicant or developer shall provide all necessary engineering designs, surveys, field surveys, and “as-built” drawings for all public improvements and utility improvements, which shall be subject to review and approval by the City Engineer, and any incidental services related to the construction of the improvements, at its sole cost and expense. The legal description of all utility service lines shall be prepared by a registered land surveyor at the applicant’s or developer’s sole expense. In addition, all expenses incurred by the City in updating the City’s base maps shall be paid by the applicant or developer, to the City.

(j) Conveyance of Public Improvements. All public improvements constructed by the applicant or developer in accordance with the Subdivision Improvements Agreement or Development Improvements Agreement, including water mains, service lines, laterals, fire hydrants and other water distribution facilities; all irrigation lines and facilities; all wastewater collection mains, lines, laterals and related improvements; handicap ramp improvements; and required curbs, sidewalks and street improvements shall be dedicated to the City. Upon completion of construction in conformity with the plans, and any properly approved changes, the applicant or developer shall convey to the City, by bill of sale, all physical facilities constructed by the applicant or developer necessary for the extension, maintenance and repair of municipal utility services and other public facilities. Acceptance of said conveyance shall be authorized by the City Council. Following such dedication or conveyance, the City shall be solely responsible for the maintenance of such improvements, unless otherwise provided for by agreement, except for any correction work required during the warranty period.

(k) Revegetation required. All areas disturbed by construction shall be promptly revegetated with native vegetation following completion of such work unless a building permit application has been requested for a particular lot. In addition, the applicant or developer shall control all noxious weeds within such areas to the reasonable satisfaction of the City until conveyed to individual lot owners.

(l) Performance guarantee security required. In order to secure the construction and installation of the public and other required improvements itemized in the schedule of improvements, for which the applicant or developer is responsible, the applicant or developer shall furnish the City with a cash, letter of credit, cash bond, performance bond, or other security acceptable to the City Attorney to secure the performance and completion of such public and other required improvements included in a Subdivision Improvements Agreement or Development Improvements Agreement, in an amount equal to one hundred twenty-five percent (125%) of the estimated cost of said improvements.

(m) Partial release. Upon completion of portions of the improvements by the applicant or developer, evidenced by a detailed cost breakdown of the completed improvements, and submittal of as-built drawings, a subdivider may apply to the City for a release of part or all of the collateral deposited with the City. Upon inspection and approval, the City may authorize the reduction of the amount of any performance guarantee security issued pursuant to the Subdivision Improvements Agreement or Development Improvements Agreement may be reduced by seventy-five percent (75%) of the approved estimated cost for the installation of such improvements, upon written request of the applicant or developer, and approval by the City Council. Upon completion of all of the public and other required improvements by the applicant or developer, and upon final inspection and approval by the City Engineer of all such improvements, the City Council shall further authorize the reduction of the amount of the security guaranteeing the public and other required improvements to ten percent (10%) of the approved total estimated cost of such improvements.

(n) Full release. A performance guarantee issued pursuant to a Subdivision Improvements Agreement or Development Improvements Agreement shall be fully released and discharged upon expiration of the one (1) warranty period, and the correction of any defects discovered during such warranty period.

(o) Notice of default. Upon failure to perform its obligations under the terms of a Subdivision Improvements Agreement or Development Improvements Agreement within the time periods set forth in the Subdivision Improvements Agreement or Development Improvements Agreement, the Administrator shall give written notice to the applicant or developer of the nature of the default and an opportunity to be heard before the City Council concerning such default. If such default has not been remedied within thirty (30) days of receipt of the notice or of the date of any hearing before the City Council, whichever is later, (or such reasonable time period as is necessary to cure the default provided that the applicant or developer has commenced to cure the default), the City Administrator may then give written notice to the applicant or developer and to the issuer or holder of the performance guarantee security that the City, as agent for the applicant or developer, is proceeding with the task of installing the public and other required improvements in whole or in part and that the said security will be expended by the City for the installation of public or other improvements required by the Development Improvements Agreement or Subdivision Improvements Agreement.

(p) Increase in Amount of Performance Guarantee Security. If a substantial amount of time elapses between the time of posting of the performance guarantee security and actual construction of the improvements, the City reserves the right to require a reasonable increase in the amount of the applicable security, if necessary, because of estimated increased costs of construction.

(q) Cost Estimate Not Binding. The purpose of the cost estimate described in Section 16-2-70(d) above is solely to determine the amount of security required and may be revised from time to time to reflect the actual costs. No representations are made as to the accuracy of these estimates, and the applicant or developer shall agree to pay the actual cost of all such public and other required improvements. Neither the estimated costs nor the amount of the security establishes the maximum amount of the applicant's or developer's liability.

(r) Reimbursement of Costs. Prior to the approval and acceptance of the construction and installation of the required public and other necessary improvements, the applicant or developer shall pay to the City the actual cost of all inspections of such improvements made or conducted at the direction of the City Council and consultant fees incurred in preparing and administering the Subdivision Improvements Agreement or Development Improvements Agreement.

**16-2-70. Appeals.**

(a) Appeal. An order, decision or interpretation rendered by the Administrator, any Commission or any Board may be appealed to the designated body outlined in Table 16-A. Decisions by the Board of Adjustment, Board of Appeals, and City Council shall be final and may not be appealed further except in court.

TABLE 16-A		
Appealing Body From Specific Orders, Decisions or Interpretations		
Decision Appealed From:	Type of Land Development Application	Decision Appealed To:

Administrator or his or her designee	Interpretation Verification of zoning compliance Reuse, change in use or further development Sign permits and comprehensive sign plans	Planning Commission
Board of Adjustment	Variance	Court system
Board of Appeals	Appeal	Court system
Building Official	Interpretation of codes enforced by the Building Official	Board of Appeals*
City Council	Amendment to Official Zoning Map or text of Code Annexation Major Impact Review Designation of a historic district or landmark Off-premises sign	Court system
Fire Chief	Interpretation of codes enforced by the Fire Chief	Board of Appeals*
Administrator or his or her designee	Certificate of Approval – minor Certificate of Approval – major	City Council
Planning Commission	Creative sign Comprehensive sign plans for multiple owners Limited Impact Review	City Council
Planning Chair	Subdivision exemption	Planning Commission
* Refer to Chapter 18, Article VIII, Building Regulations, Appeals Process for additional information		

(b) Appeal Contents. The appeal shall be in the form of a written letter of appeal delivered or postmarked to the Administrator within fifteen (15) days of the date the interpretation or decision was first postmarked. Such notice shall identify the date and nature of the order, decision or interpretation at issue and set forth in plain and concise language the:

(1) Facts and Reasons. The facts and reasons for the appeal, including any relevant citation to any rule, regulation or Code section relied upon

(2) Copy. A copy of the order, decision or interpretation being appealed if the same was issued in writing.

(c) Actions Following Receipt of Appeal. Upon receipt of the appeal, the Administrator shall schedule the appeal for a regular or special meeting of the appropriate body within thirty-one (31) days of the filing of the notice to appeal.

(d) Notice. Written notice of the time, date and location of the hearing shall be sent by regular mail to the appellant not less than fifteen (15) days prior to the hearing. In cases where a decision rendered during a public hearing is being appealed, notice shall be provided as outlined in Section 16-2-30 of this Chapter.

(e) Appeal Hearing.

(1) Evidence. Formal Rules of Evidence shall not be followed during hearings. The chairman shall have the power to decide what evidence is material to the appeal. Written

documents presented at the hearing shall be made part of the record, and public testimony shall be taken if the appeal required public notice. The burden of persuasion on appeal shall rest with the appellant.

(2) Basis of a Decision. Review of the land use decision being appealed shall be limited to the record established before and relied upon by the designated decision making body. An appealing body shall not have the authority to override the provisions of this Land Use Code. Any decision shall include a basis for the decision and cite specific sections of this Code.

(3) Recording. Audio recordings of the hearing shall be necessary. A written summary of the audio recording shall be made in a timely fashion following the hearing. Whenever a written verbatim transcript of such recording is requested by the appellant or when a transcript is furnished by the City pursuant to court order, the cost of preparing the transcript shall be borne in full by the appellant.

(4) Notice of Decision. The appropriate appealing body shall hear all relevant evidence, and within a reasonable time and in no event more than fifteen (15) days thereafter, shall render its decision. The appealing body may reverse, modify or confirm the order, decision or interpretation. All decisions on appeal shall be reduced to writing, contain a concise listing of facts and reasons supporting the same and shall be promptly mailed by regular mail to the appellant.

#### **16-2-80. Void Permits**

(a) Permits Issued Which Conflict With Land Use Code. All officials of the City vested with the authority to issue permits shall comply with the provisions of this Chapter. No permit, certificate or license for the use, construction or occupancy of structures or land shall be issued which conflicts with the provisions of this Chapter.

(b) Permits Issued Based on False or Erroneous Information. Any permit, certificate or license issued for the use, construction or occupancy of structures or land which is issued in reliance upon information knowingly and intentionally provided by the Applicant to mislead and which is materially false or erroneous whether provided in the application, in supporting documents or in oral statements is null and void and shall be revoked in the manner provided for below. In the event a permit is issued on erroneous information not knowingly and intentionally provided the permit holder shall correct the erroneous information and shall bring the permit into compliance with the code. If such compliance is impossible or impracticable the permit shall be revoked.

(c) Process for Voiding Permits. Any Permit which was issued pursuant to this Chapter shall be revoked only upon a minimum of fifteen (15) days written notice to the Applicant. The decision maker revoking a permit shall be the same as approved the permit if the permit is being revoked by the Planning Commission or the City Council applicant shall be provided written notice of the time, date and location of the hearing sent by regular mail to the Applicant not less than fifteen (15) days to the hearing. A permit revocation may be appealed as provided for in Section 16-2-70.

#### **16-2- 90. Zoning complaints**

(a) All zoning complaints shall be submitted to the Administrator in writing on forms supplied by the City. Each such complaint shall be signed by the complaining party. Upon receipt of a written complaint the Administrator or her designee shall investigate the complaint and provide a written response to the complaining party within fourteen (14) days from the date the complaint was submitted.

**16-2-100. Violations and penalty.**

(a) It shall be unlawful to erect, construct, reconstruct, alter, maintain, or use and building or structure or to use any land in violation of any provision of this Chapter. Any person, either as owner, lessee, occupant, or otherwise, who violates or interferes in any manner with any person in the performance of a right or duty granted or imposed upon him or her by this Chapter shall be guilty of a misdemeanor punishable as forth in Chapter 1, Article IV of this Code.

(b) In case any building or structure is or is proposed to be erected constructed, altered, maintained, or used, or any land is proposed to be used, in violation of this Chapter, the City Attorney, at the direction of City Council, and in addition to other remedies provided by law, may institute injunction, mandamus, abatement, or another appropriate action or proceeding to enjoin, abate, or remove such unlawful erection, construction, reconstruction, alteration, maintenance, or use.

(c) The City's remedies include, but are not limited to, issuance of an administrative citation as provided in Chapter 1, Article VII of this Code.

(d) All remedies provided for in this Section are cumulative, are not exclusive and shall be in addition to any other remedies provided by law.