



The Study Electronic Meeting of the West Valley City Council will be held on Tuesday, May 7, 2024, at 4:30 PM, in the Multipurpose Room, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at <https://www.youtube.com/user/WVCTV>.

## A G E N D A

1. Call to Order
2. Roll Call
3. Approval of Minutes:
  - A. April 23, 2024
4. Review Agendas for Regular City Council, Redevelopment Agency, Housing Authority, and Municipal Building Authority Meetings
  - A. RDA Agenda
  - B. HA Agenda
  - C. BA Agenda
  - D. Regular City Council Meeting

• West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.  
• If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.  
• Electronic connection may be made by telephonic or other means. In the event of an electronic meeting, the anchor location is designated as City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah.

5. Public Hearings Scheduled For May 14, 2024

- A. Accept Public Input Regarding Application ZT-3-2024, Filed by West Valley City, Requesting a Zone Text Change to Define the Term Masonry Wall, Require a Certain Type of Masonry Wall for Double Frontage Lots Along Arterial Streets, and Update the Standards on Exterior Building Materials

Action: Consider Ordinance 24-17, Amend Sections 7-1-103, 7-2-114, 7-2-116, 7-2-118, 7-6-213, 7-6-303, 7-6-404, 7-6-406, 7-6-408, 7-6-409, 7-6-410, 7-7-111, 7-7-119, 7-7-302, 7-9-112, 7-11-209, 7-11-302, 7-11-307, 7-11-308, 7-11-316, 7-11-404, 7-11-405, 7-13-705, 7-13-712, 7-14-102, and 7-14-403 of the Zoning Ordinance to Define the Term Masonry Wall, Require a Certain Type of Masonry Wall for Double Frontage Lots Along Arterial Streets, and Update the Standards on Exterior Building Materials

6. Resolutions:

- A. 24-74: Ratify the City Manager's Appointment of Jonathan Springmeyer as Economic Development Director
- B. 24-75: Authorize the Expenditure of Funds from the Granger Crossing Project Area for the Purchase of Vehicle Charging Stations
- C. 24-76: Authorize the Expenditure of Funds from the Hercules Project Area for the Purchase of Vehicle Charging Stations
- D. 24-77: Authorize the Expenditure of Funds from the Jordan River Project Area for the Purchase of Vehicle Charging Stations
- E. 24-78: Authorize the Expenditure of Funds from the North Central Project Area for the Purchase of Vehicle Charging Stations

7. Consent Agenda Scheduled for May 14, 2024
  - A. Reso 24-79: Accept a Public Sidewalk, Lighting, and Utility Easement from Mountain America Federal Credit Union for Property Located at 2551 South Redwood Road
  - B. Reso 24-80: Accept a Storm Drainage Easement Agreement from BPAZ Holdings 34, LLC for Property Located at 2343 and 2379 South Decker Lake Boulevard
8. Communications:
  - A. Graffiti Program Update (10 min)
  - B. Potential Flooding Discussion (10 min)
  - C. Boarding Home Discussion (10 min)
  - D. Sign Amendments Discussion (5 min)
  - E. Council Requested Follow Up
    - A. Code Enforcement Response/Availability
    - B. Food Truck League
    - C. Utah First Amphitheater Parking Lot
  - F. Council Calendar

9. New Business:
  - A. Potential Future Agenda Items
  - B. Council Reports
  - C. Review Agenda for Special Redevelopment Agency Meeting Scheduled May 14, 2024
10. Motion for Closed Session (if necessary)
11. Adjourn



**MINUTES OF COUNCIL STUDY MEETING – APRIL 23, 2024**

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THE WEST VALLEY CITY COUNCIL MET IN ELECTRONIC STUDY SESSION ON TUESDAY, APRIL 23, 2024 AT 4:30 P.M. AT WEST VALLEY CITY HALL, MULTIPURPOSE ROOM, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR LANG.

THE FOLLOWING MEMBERS WERE PRESENT:

Karen Lang, Mayor  
Lars Nordfelt, Councilmember At-Large  
Don Christensen, Councilmember At-Large  
Tom Huynh, Councilmember District 1  
Scott Harmon, Councilmember District 2 (*electronically*)  
William Whetstone, Councilmember District 3  
Jake Fitisemanu, Councilmember District 4

STAFF PRESENT:

Ifo Pili, City Manager  
Nichole Camac, City Recorder  
John Flores, City Manager  
Eric Bunderson, City Attorney  
Colleen Jacobs, Police Chief (*electronically*)  
John Evans, Fire Chief  
Jim Welch, Finance Director  
Steve Pastorik, CED Director  
Layne Morris, CPD Director  
Dan Johnson, Public Works Director  
Jamie Young, Parks and Recreation Director  
Jonathan Springmeyer, RDA Director  
Sam Johnson, Strategic Communications Director  
Ken Cushing, IT (*electronically*)  
Travis Crosby, IT

**APPROVAL OF MINUTES OF STUDY MEETING HELD APRIL 16, 2024**

The Council considered the Minutes of the Study Meeting held April 16, 2024. There were no changes, corrections or deletions.

Councilmember Whetstone moved to approve the Minutes of the Study Meeting held April 16, 2024. Councilmember Fitisemanu seconded the motion.

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A voice vote was taken and all members voted in favor of the motion.

### **REVIEW AGENDA FOR REGULAR CITY COUNCIL AND SPECIAL HOUSING AUTHORITY MEETING OF APRIL 23, 2024**

Upon inquiry by Mayor Lang, members of the Council had no further questions or concerns regarding items listed on the Agendas for the Regular City Council meeting and Special Housing Authority meeting scheduled later this night.

### **PUBLIC HEARINGS SCHEDULED FOR MAY 7, 2024**

- A. **ACCEPT PUBLIC INPUT REGARDING APPLICATION ZT-4-2024, FILED BY WEST VALLEY CITY, REQUESTING A ZONE TEXT AMENDMENT TO THE SIGN ORDINANCE TO PROHIBIT BILLBOARDS IN THE DECKER LAKE STATION OVERLAY ZONE, JORDAN RIVER OVERLAY ZONE, BANGERTER HIGHWAY OVERLAY ZONE, AND 5600 WEST OVERLAY ZONE**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled May 7, 2024, in order for the City Council to hear and consider public comments regarding Application ZT-4-2024, Filed by West Valley City, Requesting a Zone Text Amendment to the Sign Ordinance to Prohibit Billboards in the Decker Lake Station Overlay Zone, Jordan River Overlay Zone, Bangerter Highway Overlay Zone, and 5600 West Overlay Zone.

Proposed Ordinance 24-16 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

**ACTION: ORDINANCE NO. 24-16, AMEND SECTION 11-5-106 OF THE SIGN ORDINANCE TO PROHIBIT BILLBOARDS IN THE DECKER LAKE STATION OVERLAY ZONE, JORDAN RIVER OVERLAY ZONE, BANGERTER HIGHWAY OVERLAY ZONE, AND 5600 WEST OVERLAY ZONE**

Steve Pastorik, CED, discussed proposed Ordinance 24-16 that would amend Section 11-5-106 of the Sign Ordinance to Prohibit Billboards in the Decker Lake Station Overlay Zone, Jordan River Overlay Zone, Bangerter Highway Overlay Zone, and 5600 West Overlay Zone.

Written documentation previously provided to the City Council included information as follows:

City staff is proposing an ordinance text change to amend Section 11-5-106 of the Sign Ordinance to prohibit billboards in the Decker Lake Station Overlay Zone, Jordan River Overlay Zone, Bangerter Highway Overlay Zone, and 5600 West Overlay Zone.

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Section 11-5-106 currently includes the following language: “Billboards shall not be allowed in gateway-oriented overlay zones, regardless of the underlying zone.” According to legal staff, this standard is too vague in that it does not identify specific overlay zones by name. In staff’s view, the intent was to prohibit billboards in all overlay zones except the Overpressure Overlay Zone, the Airport Overlay Zone, and the Chesterfield Overlay Zone. To be more specific, staff is proposing the following language: “Billboards shall not be allowed in the Decker Lake Station Overlay Zone, Jordan River Overlay Zone, Bangerter Highway Overlay Zone, or 5600 West Overlay Zone, regardless of the underlying zone.

The City Council will consider Ordinance 24-16 at the Regular Council Meeting scheduled May 7, 2024 at 6:30 P.M.

**B. ACCEPT PUBLIC INPUT REGARDING THE WEST VALLEY CITY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN AND BUDGET PROPOSAL ON RECCOMENDED PROJECTS FOR FISCAL YEAR 2024-2025**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled May 7, 2024, in order for the City Council to hear and consider public comments regarding the West Valley City Community Development Block Grant (CDBG) Annual Action Plan and Budget Proposal on Recommended Projects for Fiscal Year 2024-2025

Proposed Resolution 24-64 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

**ACTION: RESOLUTION 24-64, APPROVE AN ANNUAL ACTION PLAN AND THE WEST VALLEY CITY COMMUNITY DEVELOPMENT BLOCK GRANT BUDGET PROPOSAL AND RECOMMENDED PROJECTS FOR FISCAL YEAR 2024-2025**

Layne Morris, CPD, discussed proposed Resolution 24-64 that would approve an Annual Action Plan and the West Valley City Community Development Block Grant Budget Proposal and Recommended Projects for Fiscal Year 2024-2025.

Written documentation previously provided to the City Council included information as follows:

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Each year West Valley City receives grant funds from the U.S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) program. The Grants Division has created an Annual Action Plan and budget proposal that meets HUD's goals, objects, and guidelines governing the use of CDBG funds. The Grants Division has made the Annual Action Plan and budget proposal available for public review and a public hearing will be held on May 7, 2024 at 6:30 p.m. in the West Valley City Council Chambers, to allow for public comment.

The amount of CDBG funds that West Valley City is estimated to receive is \$1,066,00. The funds received annually are to run programs pertaining to Low-Moderate income individuals including families. CDBG Program Income (PI) generated from the CDBG Home Rehabilitation Program payments is \$5,736. The PI funds allocated to West Valley City CDBG program from HUD must be reinvested into the CDBG program's eligible projects. The Public Service projects and the Administration costs are capped by HUD, with no more than 15% of the total allocation going to Public Services projects and no more than 20% going toward Administration and operating expenses.

The CDBG Committee has made a recommendation to be for funding to be presented to the City Council. Recommendations must be in line with the City's CDBG 5-year Consolidated Plan and HUD's regulations.

The City Council will consider Resolution 24-64 at the Regular Council Meeting scheduled May 7, 2024 at 6:30 P.M.

### **RESOLUTION 24-65: AUTHORIZE THE CITY TO ENTER INTO AN AGREEMENT WITH SELECTHEALTH FOR HEALTH INSURANCE COVERAGE**

John Flores, Assistant City Manager, presented proposed Resolution 24-65 that would authorize the City to Enter Into an Agreement with SelectHealth for Health Insurance Coverage

Written documentation previously provided to the City Council included information as follows:

SelectHealth health insurance contract for 2024/2025 was negotiated and presented to us at expected coverage and rates.

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SelectHealth is the current provider of health insurance benefits for City employees. This contract reflects the expected health insurance structure and rates as negotiated. This is a renewal of the current contract.

Mayor Lang asked if the 6.9% increase is for both the employees and the City. John replied yes. Councilmember Huynh asked how long the City has been self-funded. John replied 5 years.

The City Council will consider Resolution 24-65 at the Regular Council Meeting scheduled May 7, 2024 at 6:30 P.M

### **RESOLUTION 24-66: AUTHORIZE THE CITY TO ENTER INTO AN AGREEMENT WITH EMI HEALTH FOR DENTAL INSURANCE COVERAGE FOR 2024-2025**

John Flores, Assistant City Manager, presented proposed Resolution 24-66 that would authorize the City to Enter Into an Agreement with EMI Health for Dental Insurance Coverage for 2024-2025.

Written documentation previously provided to the City Council included information as follows:

EMI Health dental contract for 2024/2025 was presented to us at expected coverage and rates.

EMI is the current provider of dental benefits for City employees. This contract reflects the expected dental insurance structure and rates. This is a renewal of the current contract.

The City Council will consider Resolution 24-66 at the Regular Council Meeting scheduled May 7, 2024 at 6:30 P.M

### **RESOLUTION 24-67: ADOPT A TENTATIVE BUDGET FOR THE FISCAL YEAR COMMENCING JULY 1, 2024 AND ENDING JUNE 30, 2025 AND SET AUGUST 13, 2024 AS THE DATE FOR A PUBLIC BUDGET HEARING**

Jim Welch, Finance Director, presented proposed Resolution 24-67 that would adopt a Tentative Budget for the Fiscal Year Commencing July 1, 2024 and Ending June 30, 2025 and Set August 13, 2024 as the Date for a Public Budget Hearing.

Written documentation previously provided to the City Council included information as follows:

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This resolution adopts the tentative budget for West Valley City for the 2024-2025 fiscal year and sets a date for public comment at a hearing to be held on August 13, 2024.

West Valley City will adopt a tentative budget that will be made available for public inspection during regular office hours in the City's Recorder's office and gave notice of a hearing to receive public comment, before the final adoption of this tentative budget for FY 2024-2025.

Jim Welch presented a PowerPoint presentation summarized as follows:

- WVC Budget FY 2024-2025
  - o Reflects Council direction and objectives
  - o Promotes efficiency in government
  - o Public disclosure/transparency
  - o Balanced budget required by State law
  - o Prepared to national industry standards
  - o **Budget Calendar Items:**
    - April 23, 2024 – Present Tentative Budget to City Council
    - May 7, 2024 – Adopt Tentative Budget/Set Hearing for Final Budget Adoption
    - – Adopt RDA, Housing Authority and Building Authority Budgets
    - August 13, 2024 – Date for TNT Hearing and Final Budget Adoption/General Fund
- Economic Environment
- Overall City Budget All Funds
- Expenditures by Category
- Proposed General Fund Budget
- General Fund Sales Tax Collections
- Property Tax
- Utility Taxes
- Changes for the FY 2024 Budget
  - o Expenditures
    - Personnel Costs \$4,750,000
    - IT Software \$79,000
    - Fire Equipment \$55,000
    - Skunk Removal \$25,000
    - My Hometown \$20,000
    - Lobbyists \$12,000
    - Veteran's Day Dinner \$7,000

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- Youth City Council           \$5,000
- Revenues
  - Sales Tax               \$2,193,932
  - Interest               \$1,462,384
  - Utility Tax             \$767,042
  - Property Tax          \$344,522
  - Miscellaneous       \$185,120

Councilmember Whetstone noted that personnel is the highest expenditure with multiple categories. Jim agreed and noted that the number reflects actual costs for wages, salaries, and benefits. Councilmember Whetstone indicated that employee benefits stayed flat or increased in most departments except for the Fitness Center which decreased. Jim replied that he would look into that more closely, but employee needs fluctuate with the type of insurance they require. Councilmember Whetstone asked why sales tax representations differ between slides on the presentation. Jim replied one slide shows the proposed budget while the other shows adjusted projections.

The City Council will consider Resolution 24-67 at the Regular Council Meeting scheduled May 7, 2024 at 6:30 P.M

### **RESOLUTION 24-68: AUTHORIZE THE CITY TO ENTER INTO A MULTIJURISDICTIONAL BUILDING INSPECTION SERVICES AGREEMENT**

Jerry Thompson, Building Inspection, presented proposed Resolution 24-68 that would authorize the City to Enter Into a Multijurisdictional Building Inspection Services Agreement

Written documentation previously provided to the City Council included information as follows:

The State of Utah recently passed SB 185, which will become law on May 1, 2024. This action requires that all municipalities, including West Valley City, enter into agreements with other jurisdictions or private entities that are engaged in the inspection of construction of new or existing buildings to provide services in the event the jurisdiction is not able to an inspection that is more than three days from the date the request is being made. The list of participating agencies is only made available to the contractor when the jurisdiction is not able to provide an inspector of their own to fulfill the request.

This will also provide a means to request aid immediately following an event where additional inspectors are needed to assess damage and possible restrictions to occupancy of buildings as a result.

Councilmember Whetstone clarified that developers could still schedule inspections later than 3 days if they wanted to. Jerry replied yes and indicated that this would only come

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into play if the City can't provide an inspection within 3 days of a request. Councilmember Whetstone asked if the City would have to accept a violation determined by a 3<sup>rd</sup> party. Jerry replied yes. Councilmember Whetstone asked who would follow up for remediation. Jerry replied that the City would unless unable to inspect within the 3 day period. He noted that the City can currently accommodate next day inspections and this agreement will just ensure the City is in compliance with the legislative change.

The City Council will consider Resolution 24-68 at the Regular Council Meeting scheduled May 7, 2024 at 6:30 P.M

### **RESOLUTION 24-69: APPROVE THE PURCHASE OF 17 VEHICLES FROM KEN GARFF FORD**

Dan Johnson, Public Works Director, presented proposed Resolution 24-68 that would authorize the City to Enter Into a Multijurisdictional Building Inspection Services Agreement

Written documentation previously provided to the City Council included information as follows:

The Fleet Division recommends the replacement of 17 Ford Interceptor SUVs from the 2024/2025 light vehicle replacement list as described below.

In recent years supply chain issues have made it difficult to purchase many items, including vehicles. In 2022, Ford cancelled an order of 17 Interceptor SUVs, and thus the City purchased Dodge Durango SUVs instead. Ford has been trying to catch up on cancelled orders and are working to recapture lost business and has made these 17 vehicles available to the City outside of their normal purchasing system.

The Public Works Department has proposed a total budget of \$1.9 million for rolling stock replacement for the FY 2024-25. If this early purchase is approved, the FY 2024-25 replacement budget will be reduced by \$1,071,000 thus subtracting these 17 vehicles from the 36 that are planned to be presented for council authorization for the light vehicle replacement list after the final budget is adopted.

In addition to the purchase of vehicles, this resolution authorizes the Fleet Division to purchase miscellaneous components (lights, sirens, etc....) from various vendors. Using City personnel for installation, upfitting components are estimated to cost approximately \$14,000 per vehicle.

The 17 Ford Interceptor SUVs will be used by the Police Department's Patrol Division. Ken Garff Ford has a State purchasing contract (AV2528) to sell Ford vehicles. The purchase price is a competitive price, and the vehicles meet the City's needs.



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Vehicle Description	Qty	Vehicle Purchase		Upfitting Costs		Total
		Vehicle Purchase Cost	Total Vehicle Cost	Vehicle Upfitting Cost	Total Upfitting Cost	
Ford Interceptor SUV	17	\$49,000	\$833,000	\$14,000.00	\$238,000	<b>\$1,071,000</b>

These new vehicles replace 17 vehicles in the City's fleet, see attachment for details.

Councilmember Nordfelt asked when this purchase would normally be made. Dan replied typically after the truth in taxation meeting and the adoption of the final budget. Councilmember Christensen asked if maintenance will still occur in house with Ford certified mechanics. Dan replied yes. Councilmember Fitisemanu asked how much this saves the City. Dan replied that he would look into this. Ifo noted that he has seen upfitting's cost \$40,000 for a single vehicle and indicated that in house upfitting is a huge cost savings.

The City Council will consider Resolution 24-69 at the Regular Council Meeting scheduled May 7, 2024 at 6:30 P.M

## **RESOLUTION 24-70: APPROVE THE PURCHASE OF AN ASPHALT EQUIPMENT TRAILER FROM WASATCH TRAILER SALES OF UTAH**

Dan Johnson, Public Works Director, presented proposed Resolution 24-70 that would approve the Purchase of an Asphalt Equipment Trailer from Wasatch Trailer Sales of Utah.

Written documentation previously provided to the City Council included information as follows:

The Operations Division has been using a trailer that has been modified to enable loading of paving equipment for several years. The existing modified trailer is in disrepair and needs to be replaced.

The Public Works Department has selected Wasatch Trailer Sales of Utah to supply the City with a Behnke asphalt equipment trailer with hydraulic bi-fold loading ramps. The trailer is designed to load and unload paving equipment and should suit the needs of the Department for the foreseeable future.

This trailer will be replacing a 2012 trailer.

Number of Vehicles	Type of Vehicle	Cost Per Vehicle
1	Asphalt equipment trailer	\$39,600.00
	<b>TOTAL</b>	<b>\$39,600.00</b>

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Councilmember Whetstone asked if this would be a bumper pull. Dan replied yes. Mayor Lang asked if the current trailer would be surplus. Dan replied yes.

The City Council will consider Resolution 24-70 at the Regular Council Meeting scheduled May 7, 2024 at 6:30 P.M

### **RESOLUTION 24-71: AWARD A CONTRACT TO MC GREEN AND SONS FOR CONSTRUCTION OF PHASE 1 OF THE WETLAND PARK**

Jamie Young, Parks and Recreation Director, presented proposed Resolution 24-71 that would award a Contract to MC Green and Sons for Construction of Phase 1 of the Wetland Park.

Written documentation previously provided to the City Council included information as follows:

Wetland Park is located at 6645 West Parkway Blvd. It is 75 acres of land that is currently a mostly vacant lot. This land is utilized by the city to store storm water and also contains certified wetlands. This project will construct phase 1 of a multiple phased park. Consisting mostly of utilities and a paved entrance into the park. This project will be mostly paid for with an ARPA grant, Stormwater monies, Utah Outdoor Recreation Grant monies, with some from the CIP. Future phases will be built as monies become available.

Bids for construction were solicited and four bidders responded:

Strong Excavation	\$6,315,619.72
MC Green and Sons Inc -	\$3,862,457.02
Brix Construction -	\$4,756,120.00
MC Contractors Inc	\$5,518,486.17

MC Green and Sons was selected as the lowest responsible bidder. Construction will begin as soon as possible.

Councilmember Whetstone asked if the items that were removed from phase one for cost savings will be pushed out to other phases. Jamie replied yes and noted that grants can possibly be obtained for portions of it as well. Councilmember Whetstone asked if the City has worked with MC Green and Sons Inc. Jamie replied that Public Works has.

The City Council will consider Resolution 24-71 at the Regular Council Meeting scheduled May 7, 2024 at 6:30 P.M

### **RESOLUTION 24-72: AWARD A CONTRACT TO MC CONTRACTORS LLC**

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**FOR THE PARKWAY BOULEVARD AND SOUTH FRONTAGE ROAD WIDENING PROJECT**

Dan Johnson, Public Works Director, presented proposed Resolution 24-72 that would award a Contract to MC Contractors LLC for the Parkway Boulevard and South Frontage Road Widening Project.

Written documentation previously provided to the City Council included information as follows:

Bids were opened for the Parkway Blvd and South Frontage Road (SFR) Widening project on April 16, 2024. A total of five (5) bids were received. The lowest responsible bidder was MC Contractors LLC in the amount of \$1,472,558.61.

The project consists of minor roadway widening on two separate corridors in the northwest part of the city. The first widening area is along the north side of the SR-201 SFR near the 6505 West intersection. The purpose of this widening, which is approximately 1000' in length, is to accommodate a left-turn lane at the 6505 West intersection. In addition to the widening, this project includes an asphalt mill and fill along the SFR from 6505 West to approximately 6100 West (limits of the previously completed Mountain View Corridor improvements).

The second widening area is along the north side of Parkway Boulevard from 6750 West to 6600 West which is being done in coordination with the Parks and Recreation Wetland Park project. This project will construct the utilities, pavement widening, and curb & gutter necessary to accommodate the construction of the access to Wetland Park from Parkway Blvd.

The City Council will consider Resolution 24-72 at the Regular Council Meeting scheduled May 7, 2024 at 6:30 P.M

**RESOLUTION 24-73: APPROVE AMENDMENT NO. 4 TO THE RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL, AND CURBSIDE RECYCLING SERVICE AGREEMENT BETWEEN WEST VALLEY CITY AND ACE DISPOSAL, INC.**

Dan Johnson, Public Works Director, presented proposed Resolution 24-73 that would approve Amendment No. 4 to the Residential Solid Waste Collection, Disposal, and Curbside Recycling Service Agreement Between West Valley City and ACE Disposal, Inc.

Written documentation previously provided to the City Council included information as follows:

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The City's current agreement with Ace Disposal includes an automatic price increase of 2.5% per year for residential solid waste collection, recycling, bulky waste collection and the Neighborhood Dumpster Program to cover the increasing cost of doing business.

In the last couple of years, the rate of inflation has outpaced the fee increase built into the contract. To address inflating costs last year, Ace requested an additional 2.5% increase, which took effect July 1, 2023.

Ace has again requested a price increase from the City of an additional 2.5%. It is estimated that this increase will cost the City approximately an additional \$80,000.

Ace will not be asking for an increase in the disposal fee this fiscal year.

The City Council will consider Resolution 24-73 at the Regular Council Meeting scheduled May 7, 2024 at 6:30 P.M

### COMMUNICATIONS

#### A. TRASH AND RECYCLING UPDATE

Dan Johnson, Public Works Director, stated

- Sanitation Contract Timeline
- Sanitation Elements and/or potential elements
  - o Weekly Trash Pickup
  - o Bi-Semi-Weekly Recycle
  - o Bulky Waste
  - o Neighborhood Cleanup (Dumpsters)
  - o Operation My Hometown Dumpsters
  - o Public Events
  - o Glass Recycling
  - o WVC Facility Collection
  - o Green Waste
- Sanitation Contract Cost Distribution FY 2022-23
- Total Distribution of Solid Waste Collected
  - o 54,772 tons
- Weekly Trash Pickup
  - o Produces 81% of Total Solid Waste
  - o Service is Required by Ordinance for Single Family Homes/Duplexes
  - o 27,567 First Cans

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- 9,545 Extra Cans
- Recycle Pickup Every Other Week
  - Recycle Produces 8% of Total Solid Waste
  - 25,995 Recycle Cans
  - 635 Extra Recycle Cans
  - *29% Contamination Rate*
- Recycling Costs FY 2022-23
  - Recycling Collection
    - First Can - \$811,678
    - Extra Can - \$18,395
    - Total - \$830,073
  - Recycling Processing Charges
    - \$118,850
  - Total Program Cost FY 2022-23
    - **\$948,923**
  - **Recycling Surcharge Cost**
    - In late 2018 the recycled materials market was very volatile, WVC and ACE negotiated a cost sharing arrangement
    - WVC Pays a surcharge on mixed recyclables above \$25.00 per ton up to \$60 per ton
- Bulky Waste Service (produces 5% of total solid waste)
  - Pros
    - Convenient Way to Dispose of Large Items
    - Keeps Clutter Off Properties
  - Cons
    - Unsightly
- Neighborhood Cleanup Program
  - Produces 4% of Total Solid Waste
  - Neighborhoods Can Schedule Once Per Year
  - Scheduling Begins in February
  - Runs from:
    - 2<sup>nd</sup> Week of March to
    - 2<sup>nd</sup> Week of November
  - Individual Dumpsters Cannot be Scheduled
- Neighborhood Cleanup Program Usage Map
- Operation My Hometown Dumpsters
  - Dumpsters Delivered
    - 143 Dumpsters
  - Program Costs
    - 63,000

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- *Anticipating \$20-\$25,000 in Costs Per New Area*
- City Facility Collection
  - Public Events
    - ACE Disposal Proposal included a Public Document Shredding and E-Waste Disposal Event
    - WVC Pays for E-Waste Disposal From the Events
    - ACE Covers the Cost of Document Shredding
- Green Waste
  - Currently We Only Offer Christmas Tree Disposal
  - Thoughts for Upcoming Contract
  - Public Works Doesn't Recommend a Weekly Green Waste Collection Service
- Glass Recycling Drop Off Bins
  - **West Valley City Family Fitness Center** - 5415 West 3100 South
  - **Public Works Operations Facility** - 2805 South 3600 West
  - **Maverik Center North Overflow Lot** - 3025 South Decker Lake Drive(2210 West)
- Glass Recycling Momentum
  - PW Recommends *Curbside Glass Recycling* Remain an Optional Service Outside of the City's Sanitation Contract
- Current Landfill Status
  - Most Waste Taken to ACE Transfer Station at California Ave-I-215, then to Intermountain Regional Landfill in Fairfield
  - Some Trash is Taken to Salt Lake Valley Landfill at ACE's Discretion.
  - **CURRENT CONTRACT**
    - Through June 30, 2019 – All Waste Taken to Salt Lake Valley Landfill
    - July 2019 to July 2022
    - \$28.50/ton
    - July 2022 to July 2023
    - \$29.50/ton
    - July 2023 to July 2024
    - \$29.75/ton
    - Price Not Specified in Extension Years
- Landfield Options
  - WVC Can Negotiate a Price From Salt Lake Valley Landfill
  - WVC Can Bid Landfill Disposal in Next Contract, Similar to Current Contract.
  - WVC Can do Both.

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- Sanitation Fee and Fund Status
- ACE Disposal Request for Price Increase
  - o Ace is Requesting Their Third One-Time 2.5% Increase for FY 24/25, Along With the Contractual 2.5% (*total of 5% this year*)
  - o Proposed Increase Will Cost Approximately Another \$80,000 Per Year
  - o ACE is NOT Requesting Increase for Landfill Disposal

Councilmember Whetstone asked why there was more success in 2023 than in 2022 with the e-waste shred event. Dan replied that more people were likely made aware. Mayor Lang asked if residency is checked at these events. Dan replied no. Mayor Lang noted that the glass recycling bins at Centennial Park often get graffitied and asked if staff monitors this. Dan replied yes. Councilmember Nordfelt expressed concern regarding Salt Lake City using revenue from the landfill to fund their sustainability department. He noted that Salt Lake doesn't allow ACE to utilize their landfill for West Valley City which then forces trucks to the Fairfield landfill to dispose of waste which causes more air pollution and defeats the purpose of sustainability.

The Mayor and Council had no further questions or concerns.

### **B. PROFESSIONAL STANDARDS REVIEW BOARD ANNUAL UPDATE**

Abby Dizon-Maughn, PSRB Chair, highlighted the evolution of the board's processes, from paper-based documentation to digital platforms. She emphasized the recent acquisition of body-worn camera access, a project requiring four years of negotiation. Abby commended the improved report writing, attributing it to the board's advisors who promptly address concerns with training.

The PSRB convenes monthly, dedicating substantial time to reviewing cases, averaging around 80 per meeting. Abby noted a decline in the need for additional report information, reflecting enhanced reporting practices by officers. The board's ordinance mandates the review of various police actions, including use of force, pursuits, and firearm displays.

Quarterly case reviews for 2023 and early 2024 were outlined, with highlights including a reduction in vehicular pursuits following policy revisions. Instances of pursuits for minor violations were flagged as out of policy, leading to training interventions for officers. The PSRB expressed gratitude to the officers and City Council for their support and commitment to continuous improvement.

## **MINUTES OF COUNCIL STUDY MEETING – APRIL 23, 2024**

**-16-**

In conclusion, Abby reiterated the board's dedication to ensuring police accountability and thanked all stakeholders for their contributions. She hinted at potential future technology needs to further enhance oversight capabilities.

Councilmember Nordfelt thanked Abby and the rest of the PSRB board for the amount of time and dedication they put into this process and noted that it's deeply appreciated by all. Mayor Lang agreed.

The Mayor and Council had no further questions or concerns.

### **C. COUNCIL CALENDAR**

Mayor Lang referenced a Memorandum previously received from the City Manager that outlined upcoming meetings and events.

Members of the City Council had no further questions regarding the Council Update.

### **NEW BUSINESS**

#### **A. POTENTIAL FUTURE AGENDA ITEMS**

Mayor Lang asked if the Council had any desire to request that the Hero's Olympic Cauldron be relocated to the Maverik Cetner. After a brief discussion, the Council felt the cost was too high and the restrictions for lighting too cumbersome.

Councilmember Harmon stated that he noticed a lot of trucks on the parking lot at the amphitheater. Ifo indicated that staff would look into this concern.

#### **B. COUNCIL REPORTS**

##### **COUNCILMEMBER NORDFELT- ULCT**

Councilmember Nordfelt stated that several councilmembers attended the ULCT conference in St George. He indicated that he felt it was time well spent and he was able to obtain good ideas that he will share with the Council in the coming weeks.

#### **C. REVIEW AGENDAS FOR REGULAR REDEVELOPMENT AGENCY, HOUSING AUTHORITY, AN MUNICIPAL BUILDING AUTHORITY MEETINGS SCHEDULED MAY 7, 2024**

Jim Welch, Finance Director, indicated that all three entities will have an adoption of tentative budgets. He briefly discussed the budgets for each entity.

### **MOTION FOR CLOSED SESSION**



**MINUTES OF COUNCIL STUDY MEETING – APRIL 23, 2024**

**-17-**

Councilmember Nordfelt moved to adjourn and reconvene in a Closed Session for discussion of professional competency and imminent/pending litigation. Councilmember Christensen seconded the motion.

A voice vote was taken and all members voted in favor of the motion.

Councilmember Fitisemanu	Yes
Councilmember Whetstone	Yes
Councilmember Harmon	Yes
Councilmember Huynh	Yes
Councilmember Christensen	Yes
Councilmember Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE STUDY MEETING ON TUESDAY APRIL 23, 2024 WAS ADJOURNED AT 6:16 PM BY MAYOR LANG.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Study Meeting of the West Valley City Council held Tuesday, April 23, 2024.

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Nichole Camac, CMC  
City Recorder

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THE WEST VALLEY CITY COUNCIL RECONVENED IN CLOSED SESSION ON TUESDAY, APRIL 23, 2024 AT 6:17 P.M., IN THE MULTI-PURPOSE ROOM, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER BY MAYOR KAREN LANG.

THE FOLLOWING MEMBERS WERE PRESENT:

**MINUTES OF COUNCIL STUDY MEETING – APRIL 23, 2024**  
**-18-**

Karen Lang, Mayor  
Lars Nordfelt, Councilmember At-Large  
Don Christensen, Councilmember At-Large  
Tom Huynh, Councilmember District 1  
Scott Harmon, Councilmember District 2  
Will Whetstone, Councilmember District 3  
Jake Fitisemanu, Councilmember District 4

**STAFF PRESENT:**

Ifo Pili, City Manager  
John Flores, Assistant City Manager  
Nichole Camac, City Recorder  
Eric Bunderson, City Attorney  
Jim Welch, Finance Director

The City Council met in Closed Session and discussed pending/imminent litigation and professional competency.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY CITY COUNCIL, THE CLOSED SESSION OF APRIL 23, 2024 WAS ADJOURNED AT 6:34 P.M. BY MAYOR LANG.

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Nichole Camac – City Recorder



The Regular Electronic Meeting of the West Valley City Redevelopment Agency will be held on Tuesday, May 7, 2024, at 6:30 PM, or as soon thereafter as the City Council Meeting is completed, in the Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at <https://www.youtube.com/user/WVCTV>.

LARS NORDFELT, CHAIR  
JAKE FITISEMANU, VICE CHAIR

## A G E N D A

1. Call to Order- Chair Lars Nordfelt
2. Opening Ceremony
3. Roll Call
4. Approval of Minutes:
  - A. January 2, 2024 (Annual Meeting)
5. Resolutions:
  - A. 24-01: Adopt a Tentative Budget and Set Forth Proposed Appropriations for the Support of the Redevelopment Agency for the Fiscal Year Commencing July 1, 2024 and Ending June 30, 2025 and Set June 4, 2024 as the Date for the Public Hearing
6. Adjourn

- West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.
- If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.
- Electronic connection may be made by telephonic or other means. In the event of an electronic meeting, the anchor location is designated as City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah.



The Regular Electronic Meeting of the West Valley City Housing Authority will be held on Tuesday, May 7, 2024, at 6:30 PM, or as soon thereafter as the Redevelopment Agency Meeting is completed, in the Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at <https://www.youtube.com/user/WVCTV>.

DON CHRISTENSEN, CHAIR  
WILL WHETSTONE, VICE CHAIR

## A G E N D A

1. Call to Order- Chair Don Christensen
2. Opening Ceremony
3. Roll Call
4. Approval of Minutes:
  - A. April 23, 2024 (Special Meeting)
5. Resolutions:
  - A. 24-03: Adopt a Tentative Budget and Set Forth Proposed Appropriations for the Support of the Housing Authority for the Fiscal Year Commencing July 1, 2024 and Ending June 30, 2025 and Set June 4, 2024 as the Date for the Public Hearing
6. Adjourn

- West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.
- If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.
- Electronic connection may be made by telephonic or other means. In the event of an electronic meeting, the anchor location is designated as City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah.



The Regular Electronic Meeting of the West Valley City Building Authority will be held on Tuesday, May 7, 2024, at 6:30 PM, or as soon thereafter as the City Council Meeting is completed, in the Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah.

Members of the press and public are invited to attend in person or view this meeting live on YouTube at <https://www.youtube.com/user/WVCTV>.

SCOTT HARMON, CHAIR  
TOM HUYNH, VICE CHAIR

## A G E N D A

1. Call to Order- Chair Scott Harmon
2. Opening Ceremony
3. Roll Call
4. Approval of Minutes:
  - A. January 3, 2024 (Annual Meeting)
5. Resolutions:
  - A. 24-01: Adopt a Tentative Budget and Set Forth Proposed Appropriations for the Support of the Municipal Building Authority for the Fiscal Year Commencing July 1, 2024 and Ending June 30, 2025 and Set June 4, 2024 as the Date for the Public Hearing
6. Adjourn

• West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.  
• If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.  
• Electronic connection may be made by telephonic or other means. In the event of an electronic meeting, the anchor location is designated as City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah.



The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, May 7, 2024, at 6:30 PM, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at <https://www.youtube.com/user/WVCTV>.

## A G E N D A

1. Call to Order
2. Roll Call
3. Opening Ceremony: Mayor Karen Lang
4. Special Recognitions
5. Approval of Minutes:
  - A. April 23, 2024
6. Awards, Ceremonies and Proclamations:
  - A. Parks and Recreation Awards - Facility of the Year for the Centennial Bike Park and Innovation of the Year for the RC Crawler Course
7. Public Comment Period:

*(The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to three minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall approach the microphone. All comments shall be directed to the Mayor. No person addressing the City*

- West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.
- If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.
- Electronic connection may be made by telephonic or other means. In the event of an electronic meeting, the anchor location is designated as City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah.

*Council during the comment period shall be allowed to comment more than once during that comment period. Speakers should not expect any debate with the Mayor, City Council or City Staff; however, the Mayor, City Council or City Staff may respond following the comment period. Speakers shall refrain from personal attacks against fellow citizens, city staff, or members of the City Council.)*

8. Public Hearings:

- A. Accept Public Input Regarding Application ZT-4-2024, Filed by West Valley City, Requesting a Zone Text Amendment to the Sign Ordinance to Prohibit Billboards in the Decker Lake Station Overlay Zone, Jordan River Overlay Zone, Bangerter Highway Overlay Zone, and 5600 West Overlay Zone

Action: Consider Ordinance 24-16, Amend Section 11-5-106 of the Sign Ordinance to Prohibit Billboards in the Decker Lake Station Overlay Zone, Jordan River Overlay Zone, Bangerter Highway Overlay Zone, and 5600 West Overlay Zone

- B. Accept Public Input Regarding the West Valley City Community Development Block Grant (CDBG) Annual Action Plan and Budget Proposal on Recommended Projects for Fiscal Year 2024-2025

Action: Consider Resolution 24-64, Approve an Annual Action Plan and the West Valley City Community Development Block Grant Budget Proposal and Recommended Projects for Fiscal Year 2024-2025

9. Resolutions:

- A. 24-65: Authorize the City to Enter Into an Agreement with SelectHealth for Health Insurance Coverage

- B. 24-66: Authorize the City to Enter Into an Agreement with EMI Health for Dental Insurance Coverage for 2024-2025

- C. 24-67: Adopt a Tentative Budget for the Fiscal Year Commencing July 1, 2024 and

Ending June 30, 2025 and Set August 13, 2024 as the Date for a Public Budget Hearing

- D. 24-68: Authorize the City to Enter Into a Multijurisdictional Building Inspection Services Agreement
  - E. 24-69: Approve the Purchase of 17 Vehicles from Ken Garff Ford
  - F. 24-70: Approve the Purchase of an Asphalt Equipment Trailer from Wasatch Trailer Sales of Utah
  - G. 24-71: Award a Contract to MC Green and Sons for Construction of Phase 1 of the Wetland Park
  - H. 24-72: Award a Contract to MC Contractors LLC for the Parkway Boulevard and South Frontage Road Widening Project
  - I. 24-73: Approve Amendment No. 4 to the Residential Solid Waste Collection, Disposal, and Curbside Recycling Service Agreement Between West Valley City and ACE Disposal, Inc.
10. New Business:
- A. Reso 24-74: Ratify the City Manager's Appointment of Jonathan Springmeyer as Economic Development Director
11. Motion for Closed Session (if necessary)
12. Adjourn



Item: \_\_\_\_\_

Fiscal Impact: \_\_\_\_\_ N/A

Funding Source: \_\_\_\_\_ N/A

Account #: \_\_\_\_\_ N/A

Budget Opening Required: ☐

**ISSUE:**

A request to amend Chapters 7-1, 7-2, 7-6, 7-7, 7-9, 7-11, 7-13, and 7-14 of the zoning ordinance to define the term masonry wall, require a certain type of masonry wall for double frontage lots along arterial streets, and update the standards on exterior building materials.

**SYNOPSIS:**

Throughout the City’s zoning ordinance, there are many references to masonry walls. Staff has seen recent examples of walls made to look like masonry walls but are actually fiberglass, foam, or some other product that isn’t concrete, brick, or stone. For ordinance clarity as well as wall durability and aesthetics, staff is proposing a masonry wall definition.

For many years, the City’s subdivision ordinance has required masonry walls for double frontage lots along arterial streets. Since no specific masonry wall type or color was specified, a variety of walls have been installed. However, in recent years, the City has installed the same patterned and colored, precast concrete wall along along 2700 West, 4100 South, and 4700 South. For consistency, staff is proposing that the same wall type be used for all subdivisions with double frontage lots along arterial streets.

The City recently amended the exterior building materials standards in the 5600 West Overlay Zone (Ordinance 23-40). While reviewing this change, the Council asked staff to see if other updates to the City’s exterior building materials standards were warranted. The proposed changes to exterior building materials use consistent terms across different code sections, expand what is considered masonry on commercial buildings, allow additional materials in the City Center zone that have been allowed in that zone by development agreement.

**RECOMMENDATION:**

The Planning Commission recommends approval.

**SUBMITTED BY:**

Steve Pastorik, Community Development Director

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3 **ORDINANCE NO.**\_\_\_\_\_

5 Draft Date: 4/16/2024

6 Date Adopted: \_\_\_\_\_

7 Date Effective: \_\_\_\_\_

AN ORDINANCE AMENDING SECTIONS 7-1-103, 7-2-114, 7-2-116, 7-2-118, 7-6-213, 7-6-303, 7-6-404, 7-6-406, 7-6-408, 7-6-409, 7-6-410, 7-7-111, 7-7-119, 7-7-302, 7-9-112, 7-11-209, 7-11-302, 7-11-307, 7-11-308, 7-11-316, 7-11-404, 7-11-405, 7-13-705, 7-13-712, 7-14-102, AND 7-14-403 OF THE ZONING ORDINANCE TO DEFINE THE TERM MASONRY WALL, REQUIRE A CERTAIN TYPE OF MASONRY WALL FOR DOUBLE FRONTAGE LOTS ALONG ARTERIAL STREETS, AND UPDATE THE STANDARDS ON EXTERIOR BUILDING MATERIALS.

0           **WHEREAS**, Title 7 of the West Valley City Municipal Code establishes regulations for  
1   land use within the City; and

2           **WHEREAS**, the City desires to amend certain regulations concerning masonry walls and  
3 exterior building materials; and

4                   **WHEREAS**, the City Council of West Valley City, Utah does hereby determine that it is  
5                   in the best interests of the health, safety, and welfare of the citizens of West Valley City to amend  
6                   Sections 7-1-103, 7-2-114, 7-2-116, 7-2-118, 7-6-213, 7-6-303, 7-6-404, 7-6-406, 7-6-408, 7-6-  
7                   409, 7-6-410, 7-7-111, 7-7-119, 7-7-302, 7-9-112, 7-11-209, 7-11-302, 7-11-307, 7-11-308, 7-11-  
8                   316, 7-11-404, 7-11-405, 7-13-705, 7-13-712, 7-14-102, and 7-14-403 of the West Valley City  
9                   Municipal Code.

0                   **NOW, THEREFORE, BE IT ORDAINED** by the City Council of West Valley City,  
1   Utah as follows:

2           **Section 1. Repealer.** Any provision of the West Valley City Municipal Code found

to be in conflict with this Ordinance is hereby repealed.

**Section 2. Amendment.** Sections 7-1-103, 7-2-114, 7-2-116, 7-2-118, 7-6-213, 7-6-303, 7-6-404, 7-6-406, 7-6-408, 7-6-409, 7-6-410, 7-7-111, 7-7-119, 7-7-302, 7-9-112, 7-11-209, 7-11-302, 7-11-307, 7-11-308, 7-11-316, 7-11-404, 7-11-405, 7-13-705, 7-13-712, 7-14-102, and 7-14-403 of the West Valley City Municipal Code are hereby amended as follows:

**7-1-103. DEFINITIONS.**

Whenever any words or phrases used in this Title are not defined herein, but are defined in related sections of the Utah Code or the West Valley City Municipal Code, such definitions are incorporated herein and shall apply as though set forth herein in full, unless the context clearly indicates a contrary intention. Words not defined in either Code shall have their ordinarily accepted meanings within the context in which they are used.

Unless a contrary intention clearly appears, words used in the present tense include the future, the singular includes the plural, the term “shall” is always mandatory, and the term “may” is permissive. The following terms as used in this Title shall have the following meanings:

(1) “Accessory Building” means a detached Building incidental to and located on the same Lot occupied by a Primary Building and subordinate in height and area to the Primary Building, but can be up to 14 feet in height.

(2) “Accessory Dwelling Unit” and “Internal Accessory Dwelling Unit” have the meanings set forth in Title 10, Chapter 9a, Utah Code Annotated 1953, or successor statute.

(3) “Accessory Use” means a Use customarily incidental and subordinate to the Primary Use or Building and located on the same Lot therewith, not including Uses which dominate in area, extent, or purpose over the Primary Use or Building.

(4) “Agricultural Building” means a Building exempt from the Utah State Construction Code pursuant to Section 15A-1-204, Utah Code Annotated 1953, as a Structure used solely in conjunction with agricultural Use and not for human occupancy.

(5) “Agricultural Business or Industry” means the processing of raw food products by packaging, treating, or intensive feeding, including but not limited to Animal feed yards, the raising of fur-bearing Animals, food packaging or processing plants, and Commercial poultry or egg production. Notwithstanding this subsection (5), nonanimal food processing plants

located in an urban renewal area or community reinvestment area in the M Zone are not Agricultural Business or Industry.

(6) “Agricultural Zones” means the A, A-1, and A-2 zones.

(7) “Agriculture” means land used for the production of food through the tilling of the soil, the raising of crops, or horticulture and gardening, but excluding the keeping or raising of domestic Animals or fowl and Agricultural Business or Industry.

(8) “Airport” means any landing area, runway, or other facility designed, used, or intended to be used either publicly or privately by any Person or Persons for the landing and taking off of aircraft, including all necessary taxiways, aircraft storage and tie-down areas, hangars, and other Buildings and open spaces.

(9) “Alcohol Establishment” means a business involved in the sale, manufacture, or distribution of alcoholic beverages for retail or wholesale purposes, excluding Off-Premises Beer Retailers.

(10) “Alcoholic Products” means all products obtained by fermentation, infusion, decoction, brewing, distillation, or any other process that uses any liquid or combination of liquids, whether drinkable or not, to create alcohol and that contain at least 0.63 percent alcohol by volume or 0.5 percent alcohol by weight, excluding common extracts, vinegars, ciders, essences, tinctures, food preparations, or over-the-counter drugs and medicines.

(11) “Alley” means a secondary vehicular and pedestrian access to abutting properties not intended for general traffic circulation.

(12) “Alteration” means a physical change or addition to a site, Building, or Structure.

(13) “Alternative Financial Service Provider” means Car Title Loan businesses, Check Cashing businesses, Pawnbrokers, Unchartered Financial Service Providers, and any businesses or entities offering similar services.

(14) “Amenity” means an aesthetic, recreation, or service component integrated into a Development to increase its desirability or marketability.

(15) “Animal” means any of a kingdom of living beings differing from plants in capacity for spontaneous movement and rapid motor response to stimulation.

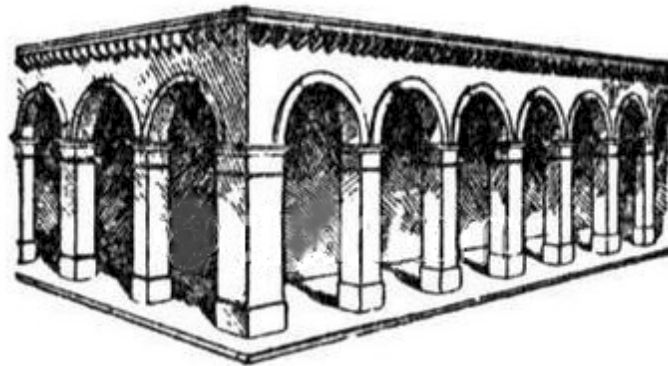
(16) “Animal Training” means the training of two or more Animals for compensation, whether boarded on the premises or transported to the premises for training.

(17) “Apartments” means a Building or group of Buildings with five or more rental Dwelling

Units per Building. Apartments meet all of the following characteristics: (a) all Dwelling Units are generally unfurnished, (b) a lease is required to stay, and (c) free housekeeping is not provided for Dwelling Units.

(18) “Applicant” means a Person, firm, association, partnership, corporation, or any other entity or combination thereof owning property or serving as agent of a property Owner and requesting a modification or approval required by this Title.

(19) “Arcade” means a series of arches supported by columns, piers, or pillars Attached to a wall to form a roofed passageway or lane as illustrated below:



(20) “Architectural Banding” means a horizontal band at least six inches thick applied to the Facade of a Building, including but not limited to a change in color, texture, pattern, material, or relief.

(21) “Arterial Street, Major” means a Street with up to seven lanes for which the principal function is movement of large volumes of traffic from Collector Streets.

(22) “Arterial Street, Minor” means a Street with up to five lanes for which the principal function is movement of traffic.

(23) “Artist Studio” means a place of work for an artist, artisan, or craftsperson, including Persons engaged in the application, teaching, or performance of the fine arts.

(24) “Assisted Living Facility” means Residences for the frail elderly providing rooms, meals, personal care, and supervision of self-administered medication.

(25) “Attached” means a physical connection between Buildings or parts of Buildings, including common walls or overhead roof Structures or Canopies.

(26) “Automobile Sales, Used” means the Use of property for the display and sale of used motor vehicles, including related financing services.

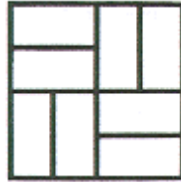
(27) “Automobile Sales, New” means the Use of property for the display and sale of new motor vehicles, including related financing services and Automobile Service, and the display and sale of used motor vehicles.

(28) “Automobile Service” means the repair, rental, and maintenance of automobiles and trucks, including but not limited to body shops, transmission shops, lube and emissions centers, tire stores, car washes as a Primary Use, auto glass shops, and car rental.

(29) “Bail Bonds Dealer” means any individual or entity offering or facilitating bail bond services, including but not limited to any individual or entity licensed as a bail bond agency or producer under the Bail Bond Act or any amended or successor statute.

(30) “Basement” means a Story partly underground. A Basement is a Story for the purpose of height measurement if over one-half of its total height is above ground.

(31) “Basket Weave Brick Pattern” means a pattern of bricks in which bricks alternate between horizontal and vertical placement as illustrated below:



(32) “Bathroom” means a room for personal hygiene activities containing a toilet and a sink. A Bathroom may also include a shower or bathtub.

(33) “Bedroom” means a private room planned and intended for sleeping, separated from other rooms by a door, and accessible to a Bathroom without crossing another Bedroom.

(34) “Billboard” means a freestanding, outdoor sign if the sign is designed or intended to direct attention to a business, product, or service that is not sold, offered, or existing on the property where the sign is located, including any sign Structure, support, or lighting that is part of, related to, or supports the sign.

(35) “Blade Sign” means a small, pedestrian scale sign placed at or near the top of the ground floor of a building that is perpendicular to the Building Facade.

(36) “Block” means a unit of land bounded by Streets, with the length of the block measured at the property Frontage Lot lines.

(37) “Blood Plasma Center” means an establishment where patrons receive compensation for donating blood plasma.

(38) “Boarding Home” means a Dwelling Unit, or portion thereof, wherein a room or rooms are rented under two or more separate written or oral rental agreements, leases, or subleases or combination thereof, whether or not the owner, agent, or rental manager resides within the Dwelling Unit.

(39) “Body Piercing” means the act of piercing any part of the body of an individual, excepting the ears, for the purpose of allowing the insertion of earrings, jewelry, or similar objects into the body.

(40) “Brew Restaurant” means a business licensed to brew and sell beer for on-premises consumption in connection with a bona fide Restaurant where the revenue from the sale of beer is less than 30 percent of gross revenue.

(41) “Brew Restaurant and Liquor Retailer” means a Brew Restaurant that also holds a liquor license subject to the Alcoholic Beverage Control Act.

(42) “Buildable Area” means that portion of a Lot which may be developed after required setbacks are deducted.

(43) “Building” means any Structure having a roof supported by columns or walls for the housing or enclosure of Persons, Animals, or chattels.

(44) “Building Coverage” means the percentage of a Lot that is or can be covered by Buildings.

(45) “Building Height” means the vertical distance from the Grade to the highest point of the coping of a flat roof or to a point midway between the lowest part of the eaves or Cornice and ridge of a hip or Gable Roof. In the CC zone, Building Height shall be measured as the vertical distance between the lowest point of the roof and the average elevation of the corners of the Building at finished Grade.

(46) “Building, Primary” means a principal Building or a Building housing a principal Use on a Lot.

(47) “Bus Terminal” means any premises for the storage or parking of buses or the loading or unloading of passengers, excluding public transportation service offered by a public entity.

(48) “Canopy” means a roofed Structure not completely enclosed by walls supported by structural supports extending directly to the ground, excluding Carports.

(49) “Car Title Loan” means taking possession of an automobile title in exchange for consideration or extension of a loan, excluding loans made by federal or state chartered banks

and credit unions.

(50) “Caretaker’s Dwelling” means a Dwelling Unit for the caretaker of an otherwise nonresidential Building that is completely contained within the nonresidential Building. No Caretaker’s Dwelling shall be rented, leased, or otherwise hired out. At least one occupant of a Caretaker’s Dwelling shall be employed by the business and shall have on-site job responsibilities.

(51) “Cargo Container” means a prefabricated metal Structure designed for use as an individual shipping container in accordance with international standards for overseas shipping, designed to be mounted on a rail car as freight, or designed as an enclosed truck trailer.

(52) “Carport” means a roofed Structure enclosed on not more than three sides and providing space for the parking of motor vehicles.

(53) “Check Cashing” means cashing a check for consideration or extending a Deferred Deposit Loan and any similar activity or enterprise, including but not limited to all businesses licensed by the State of Utah pursuant to the Check Cashing Registration Act.

(54) “Church” means a Building, together with its Accessory Buildings and Uses, where Persons regularly assemble for religious worship and which is maintained and controlled by a nonprofit religious body organized to sustain religious worship.

(55) “City” means West Valley City.

(56) “City Attorney’s Office” means the Law Department of West Valley City.

(57) “City Council” means the City Council of West Valley City.

(58) “City/County Health Department” means the Salt Lake City or County Health Department.

(59) “City Manager” means the chief executive officer of West Valley City.

(60) “City Recorder” means the West Valley City Recorder.

(61) “Club License” means a dining club license, equity club license, fraternal club license, or social club license or substantially equivalent license issued pursuant to the Alcoholic Beverage Control Act.

(62) “Collector Street” means a Street up to three lanes which carries traffic from Minor Streets to the Arterial Street system, including the principal Entrance and circulation Streets within residential Developments.



(63) “Colonnade” means a series of columns set at regular intervals and supporting the base of a roof Structure.

(64) “Commercial” means any Use involving the exchange, purchase, or sale of goods or services for gain or economic profit.

(65) “Commercial Complex” means two or more Commercial Uses on a single Lot or adjacent Lots which are dependent upon each other to meet minimum standards for parking, vehicular circulation, or Landscaping or which are approved as elements in an overall Site Plan under a Conditional Use or Subdivision application.

(66) “Commercial Zones” means the C-1, C-2, C-3, CC, BRP, and MXD zones.

(67) “Commissary” means an establishment where food is prepared and where no retail sales are conducted at the establishment.

(68) “Community and Economic Development Department” means the Community and Economic Development Department of West Valley City.

(69) “Community Use” means a Use which has the primary purpose of serving the educational, religious, recreational, or governmental needs of the general community, including but not limited to Churches, educational institutions, Public Parks, Buildings, facilities, and cemeteries. Detention Facilities, halfway houses, alcohol rehabilitation centers, Buildings offering lodging or residential services, and similar Uses are excluded from the definition of “Community Use.”

(70) “Concert” means an assembly of 125 or more patrons at any given time for the purpose to provide or enjoy musical performances or another similar event for which tickets are sold or entry fees charged.

(71) “Concert Hall” means any establishment which is not a Concert Venue but holds Concerts.

(72) “Concert Venue” means the Maverik Center, USANA Amphitheater, Utah Cultural Celebration Center, Rocky Mountain Raceway, or Hale Center Theater.

(73) “Conditional Use” means a land Use that is permitted with conditions imposed to mitigate detrimental effects.

(74) “Conditional Use Permit” means a permit issued by the City outlining the requirements of approval for a Conditional Use, including written conditions and final, approved Development Plans, if applicable.

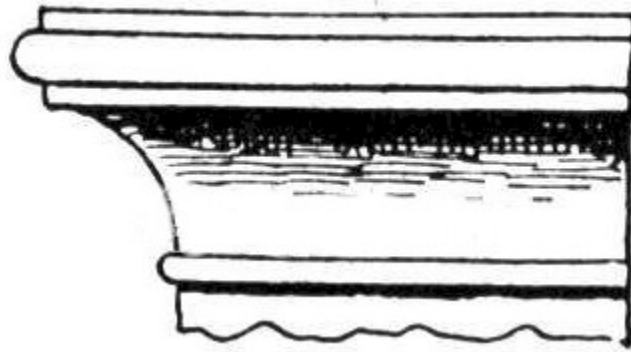
(75) "Condominium" or "Planned Unit Development" means the Ownership of a single unit in a multiunit project together with an undivided interest in the common areas and facilities of the property.

(76) "Consolidated Fee Schedule" means the schedule of fees adopted in the West Valley City Municipal Code.

(77) "Convalescent Center" means a facility licensed as a nursing care facility by the State of Utah.

(78) "Convenience Store" means any Building which contains less than 5,000 square feet of net floor area and which is used for retail sale of prepackaged food, produce, and other nonfood commodities.

(79) "Cornice" means the uppermost section of moldings along the top of a wall or just below a roof as illustrated below:

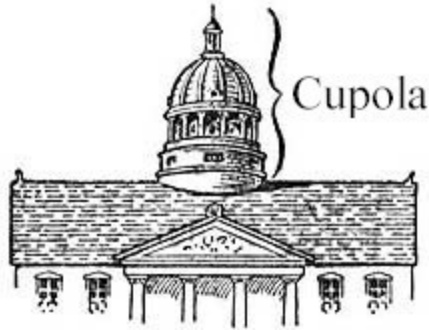


(80) "Courtyard" means an uncovered Recreation Space bounded on two or more sides by Buildings.

(81) "Crisis Nursery and Counseling Center" means an establishment that provides daytime and overnight care for children who are at risk of abuse or neglect and counseling to individuals and families, but does not provide medical treatment.

(82) "Cul-de-Sac" means a Minor Street with only one outlet and a terminal for the safe and convenient reversal of traffic.

(83) "Cupola" means a small ornamental Structure built on top of a roof, such as a dome, as illustrated below:



(84) “Day Care/Preschool Center” means any facility at a nonresidential location licensed by the State of Utah to provide children with daycare or preschool instruction as a Commercial business.

(85) “Decorative Dirt” means an earth or earth-like substance free of weeds. Decorative Dirt does not included grass, flowers, flower beds, bushes, trees, bark, gravel, or artificial turf.

(86) “Decorative Parapet” means an arched, gabled, or stepped Parapet.

(87) “Dedication of Land” means the conveyance of land to the City by a property Owner or developer for public use.

(88) “Deferred Deposit Loan” means a transaction where a Person presents a check written upon his or her account to a Check Cashing business in exchange for money and the promise to refrain from cashing the check until a later date or any similar transaction.

(89) “Density” means the number of Dwelling Units per gross acre of land.

(90) “Detention Facility/Jail” means any facility operated to house offenders in a secure setting for the duration of their confinement or any facility providing assessment, stabilization, or treatment services for parole violators or noncompliant probationers.

(91) “Development” means any manmade change to real estate, including but not limited to the erection of Buildings or Structures, mining, dredging, filling, grading, paving, excavation, or drilling.

(92) “Development Agreement” means a voluntary agreement between the City, using its legislative judgment, and a property Owner or developer relating to a proposed Development within the City that shall run with the land and be binding upon all successors and assigns of the property Owner or developer.

(93) “Development Plan” means all plans, studies, plats, statements, reports, and information required by this Title.

(94) “Director of Health” means the legally designated Director of the Salt Lake City or

County Health Department or any representative authorized by such official to act on his or her behalf.

(95) “Dwelling Unit” means one or more rooms connected together in a Structure in which doors and hallways provide shared access to common living facilities, including but not limited to provisions for sleeping, eating, cooking, and sanitation. All occupants of a Dwelling Unit live together as a single housekeeping unit where all occupants maintain free access to all living spaces within the Dwelling Unit and all exits to and from the Dwelling Unit.

(96) “Entrance” means the location of ingress to a room, Building, or Lot.

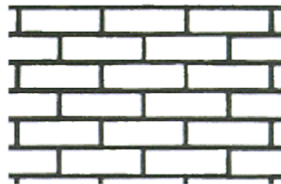
(97) “Exit” means the location of egress from a room, Building, or Lot.

(98) “Event Center, Indoor” means an indoor stadium, arena, Concert Hall, dance hall, or Reception Center that hosts sporting events, Concerts, theatrical performances, rodeos, receptions, parties, or other similar indoor events.

(99) “Event Center, Outdoor” means an outdoor stadium, arena, amphitheater, or similar venue that hosts sporting events, Concerts, theatrical performances, rodeos, or similar outdoor events.

(100) “Facade” means any face or elevation of a Building.

(101) “Face Brick Pattern” means a brick pattern in which all bricks are laid horizontally with the end of bricks aligned with the midpoint of the brick below as illustrated below:



(102) “Fast Food Establishment” means any establishment whose principal business is the sale of foods, frozen desserts, or beverages to the customer in a ready-to-consume state and whose principal method of operation includes the following characteristics:

- a. Foods and beverages are usually served in edible or disposable containers;
- b. The consumption of foods and beverages is not restricted to tables, counters, or an immediately adjacent dining patio; or
- c. The establishment provides drive-in, drive-through, and/or walk-up service.

(103) “Fence” means walls, hedges, beams, wood, metal, masonry, vinyl, or plastic Structures constructed to obscure view, prevent trespass, or for ornamental or decorative

purposes.

(104) “Fenestration” means openings in a Building wall that allow light and views between the Building’s interior and exterior.

(105) “Final Plat” means a map of a Subdivision which has been accurately surveyed to permit identification of Streets, Alleys, Blocks, Lots, and other divisions and which conforms with this Title and state law.

(106) “Financial Institution” means a bank, savings and loan institution, credit union, mortgage office, or automated teller machine, excluding Alternative Financial Service Providers.

(107) “Fire Department” means the West Valley City Fire Department.

(108) “Fitness Center” means a facility where individuals use equipment or space for the purpose of physical exercise.

(109) “Flood” or “Flooding” means a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters or the unusual and rapid accumulation or runoff of surface waters from any source.

(110) “Flood Control and Storm Drainage Ordinance” means the West Valley City Flood Control and Storm Drainage Ordinance as presently adopted and amended in the future.

(111) “Flood, 100-Year” means a Flood having a one percent chance of being equaled or exceeded in any given year.

(112) “Flood, 10-Year” means a Flood having a 10 percent chance of being equaled or exceeded in any given year.

(113) “Floodplain, 100-Year” means that area adjacent to a drainage channel which would be inundated by a 100-Year Flood.

(114) “Focal Point” means a point of convergence and interest.

(115) “Food Vending Unit” means a unit that is manually pushed or pulled behind a vehicle and is not motorized to move on its own power, that remains stationary in one location, that is temporary and not permanently established, and which is used for the sale of food and beverages for immediate consumption.

(116) “Four Unit Dwelling” means a Building arranged or designed to have only four Dwelling Units under one ownership on one Lot, such as a fourplex.

(117) “Freeway” means a Street with fully controlled access designed to link major

destination points. A Freeway is designed for high speed traffic with a minimum of four travel lanes.

(118) “Frontage” means all property adjacent to a Right-of-way, waterway, or political Subdivision boundary, measured along the Street or boundary line. An intercepting Street shall determine only the boundary of the Frontage on the side of the Street which it intercepts.

(119) “Gable Roof” means two pitched roofs back to back forming a triangular roof as illustrated below:



(120) “Garage, Private” means a Structure, enclosed by walls and a roof, accessory to a residential dwelling which is intended primarily for the storage of private vehicles belonging to the residents of that dwelling. A Private Garage may be Attached or detached and is considered “Attached” if the garage and dwelling share a roof or wall.

(121) “Garden Center” means a place of business where plants, nursery products, potting soil, power equipment, and other garden tools and equipment are sold to the consumer.

(122) “Gathering Place” means an area allocated and designed for the purpose of accommodating the assembling and meeting of people, such as a courtyard or plaza.

(123) “General Plan” means the document the City has adopted in accordance with state law to set forth general guidelines and principles for future Development.

(124) “Grade” means the natural Grade as established by the elevation of the existing surface of the land prior to commencement of any proposed improvements or any previous disturbance of the site.

a. When not readily established due to prior modifications, Grade shall be fixed by reference elevations and points where the prior disturbance appears to meet undisturbed properties.

b. The Grade shall connect to the elevation and slopes of adjoining properties without a need for retaining walls, abrupt differences in the visual slope of the land, and without changing the direction or flow of runoff water.

c. When measuring Building Height from Grade, the height is measured by the vertical distance from Grade to the highest point of the Parapet wall of a flat roof, or to a point

midway between the lowest point of the eaves or Cornice and the ridge of a hip or Gable Roof.

d. For Buildings having no wall approximately parallel to and within five feet of a Street, the Grade shall be the average level of the finished surface ground adjacent to the exterior walls of the Building.

(125) “Grading/Site Development Ordinance” means the West Valley City Grading/Site Development Ordinance as presently adopted and as amended in the future.

(126) “Grocery Store” means a retail establishment with a net floor area over 5,000 square feet offering food and other household products.

(127) “Gun Range, Indoor” means a Building with facilities for the firing of firearms.

(128) “Gun Range, Outdoor” means an outdoor facility for the firing of firearms.

(129) “Hardware Store” means a facility with a gross floor area under 30,000 square feet primarily engaged in the retail sale of hardware, including but not limited to tools, builder’s hardware, plumbing and electrical supplies, housewares and household appliances, and paint and glass.

(130) “Heavy Equipment Sales and Service” means a business selling and servicing equipment such as backhoes, bulldozers, cranes, excavators, construction equipment, and similar equipment or vehicles.

(131) “Heavy Industrial” means asphalt and concrete plants; crematories; electric generating plants and facilities; sand and gravel excavation, processing, and storage; manufacturing and storage of chemicals, explosives, and fuels; Outdoor Gun Ranges; outdoor manufacturing; indoor sewage treatment and disposal facilities; and water purification facilities. “Heavy Industrial” does not include Outdoor Waste Management Facilities.

(132) “Heavy Trucks” means concrete transport trucks, dump trucks, garbage trucks, log carriers, mobile cranes, refrigerator trucks, tractor trucks, tank trucks, and similar vehicles.

(133) “Hip Roof” means a Gable Roof with the ends brought together at the same pitch as the rest of the roof.

(134) “Home Child Care” means care for children who are nonfamily members in an occupied dwelling by the resident of that dwelling and up to one employee who is not a resident of that dwelling.

(135) “Home Improvement Center” means an establishment over 30,000 square feet selling

various household goods, tools, and Building materials, household appliances, electronic equipment, household Animal supplies, and nursery products.

(136) “Home Occupation” means any lawful Use conducted within a dwelling by residents of the dwelling which is incidental and secondary to the residential Use of the dwelling and does not change the residential character of the dwelling or neighborhood.

(137) “Home Preschool” means a preschool program for nonfamily members in an occupied dwelling by residents of that dwelling.

(138) “Hospital” means an establishment that offers facilities and beds for use beyond a 24-hour period for individuals requiring diagnosis, rehabilitation, treatment, or cure for illness, injury, deformity, infirmity, abnormality, disease, or pregnancy and which regularly makes available services including but not limited to clinical laboratory services, diagnostic X-ray services, detoxification, and treatment facilities for surgery, obstetrical care, or other medical treatments of similar scope.

(139) “Household Pet” has the meaning set forth in Section 7-2-122.

(140) “Incinerator” means a furnace or similar apparatus for burning waste, trash, or garbage.

(141) “Inland Port” and “Inland Port Use” have the meanings set forth in the Utah Inland Port Authority Act, Title 11, Chapter 58, Utah Code Annotated 1953, or successor statute.

(142) “Instructional Facilities” means indoor facilities used for private Commercial instruction in arts, crafts, physical fitness, or other skills.

(143) “Intensity” means the concentration of activity and the size of Buildings and Structures, including the number of people, cars, visitors, and customers present, the hours of operation, and the presence of outdoor advertising.

(144) “Intensive Retail Service” means a Use engaged in providing retail sale, rental, service, processing, or repair of items for household use, including but not limited to groceries, cards and stationery, books, toys, cosmetics, and sporting equipment.

(145) “Junk” means any salvaged, discarded, or scrapped copper, brass, iron, steel, metal, rope, rags, batteries, paper, trash, plastic, rubber, tires, waste, dismantled or inoperable motor vehicles, and other articles and materials commonly designated as Junk.

(146) “Kennel” means any place where three or more Animals over six months of age are kept for sale, boarding, care, or breeding for which a fee is charged or paid.

(147) “Kennel, Sportsman’s” means a Kennel for the keeping of three to five dogs for



noncommercial use on a Lot of at least one acre.

(148) “Knee Brace” means a diagonal support placed across the angle between a Building overhang or roof and the Building wall.

(149) “Landscaping” means the improvement of property through the addition of plants and the eradication of weeds and other deleterious material, including the installation of trees, shrubs, lawn, and vegetative or nonvegetative permeable groundcover.

(150) “Laundromat” means an establishment providing washing, drying, or dry cleaning machines on the premises on a pay-per-use basis to the general public.

(151) “Less Intensive Retail Service” means a retail Use with more than 75 percent of the gross floor area used for display and sales of bulky commodities, including but not limited to furniture, large appliances, Building materials, carpeting and floor covering, and air conditioning and heating equipment.

(152) “Light Industrial” means the indoor manufacturing, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, and packaging of such products, and incidental storage, sales and distribution of such products, which does not produce noise, odors, vibration, hazardous waste materials, or particulate that will disturb or endanger neighboring properties.

(153) “Lingerie Store” means a retail establishment meeting any of the following criteria:

- a. Over five percent of the floor area is devoted to the sale of lingerie, adult novelties, and adult marital or sexual aids;
- b. Lingerie, adult novelties, and adult marital or sexual aids account for five percent or more of gross sales; or
- c. The establishment is marketed as a Lingerie Store or adult establishment.

(154) “Lodging Facility” means any establishment outside Residential or Agricultural Zones where lodging or overnight accommodations are offered, with or without compensation. Lodging Facilities meet all of the following characteristics: (a) all guest rooms are fully furnished, (b) no lease is required to stay, and (c) free housekeeping is provided for all guest rooms. If any Lodging Facility or other establishment where lodging or overnight accommodations are offered is located in any zone by any governmental entity, nonprofit corporation, or any other actor operating under or pursuant to either a state preemption or a general or limited exemption from any land use or zoning regulations, such Lodging Facility

or establishment shall be built in accordance with the standards set forth in Section 7-7-117.

(155) “Lot” means an individually described plot of land occupied, or capable of being occupied, by one Building or group of Buildings, together with such Yards, open areas, and Yard areas as required by this Title, and having full Frontage on and unrestricted access to a dedicated Street.

(156) “Lot, Corner” means a Lot abutting on two intersecting or intercepting Streets where the interior angle of intersection or interception does not exceed 135 degrees.

(157) “Lot, Interior” means a Lot other than a Corner Lot.

(158) “Lot Line Adjustment” means the relocation of the property boundary line between two adjoining Lots with the consent of the Owners of record which does not create new Lots or Dwelling Units and all requirements of this Title are met.

(159) “Lot Split” means the division of property into two legal Lots.

(160) “Lot Width” means the distance between the side Lot lines measured along a straight line at the minimum required front setback. For Corner Lots, the Lot Width is the lesser of the two distances between the abutting Streets to the Interior Lot lines opposite those Streets.

(161) “Major Street Plan” means the plan defining the future alignment of Streets and their Rights-of-way which has been approved by the Planning Commission and City Council.

(162) “Mansard Roof” means a roof with a steep lower slope and a flatter upper slope on all sides.

(163) “Manufacturer of Alcoholic Products” means the same as set forth in the Alcoholic Beverage Control Act.

(164) “Manufacturing Zones” means the LI and M zones.

(165) “Masonry Wall” means a solid wall constructed entirely of concrete block that is colored, painted or textured; precast concrete panels and posts; brick; or stone. Masonry Walls constructed of concrete block may be covered with stucco. Hollow core walls or walls that include foam, fiber glass, or other materials that are not concrete, brick, or stone shall not be considered Masonry Walls.

(1656) “Massage” and “Massage Therapy” mean the same as set forth in the Massage Therapy Practice Act or any amended or successor legislation.

(1667) “Massage Establishment” means any place where Massage or Massage Therapy is practiced for hire.

(1678) “Minor Street” means a Street with no more than two lanes for which the principal function is access to abutting land and for which traffic movement is a secondary function.

(1689) “Mobile Food Vending Vehicle” means a fully enclosed motorized vehicle mounted food service establishment which is operated by a vendor within the frame of the vehicle, which sells food products for immediate consumption, and which moves under its own power, not being manually pushed, pulled, or towed by another vehicle.

(16970) “Mobile Home” means a Structure that is transportable in one or more sections, built on a permanent chassis, and is designed to be used without a permanent foundation as a Residence or temporary housing accommodation, excluding Recreational Vehicles and travel trailers.

(1701) “Mobile Home Park” means any plot of ground upon which two or more Mobile Homes are located with or without compensation.

(1712) “Mobile Home Space” means a plot of ground within a Mobile Home Park which is designed for the accommodation of one Mobile Home.

(1723) “Mobile Home Stand” means that part of a Mobile Home Space which has been reserved for the placement of one Mobile Home with appurtenant Structures or additions.

(1734) “Mobile Home Subdivision” means a residential Subdivision designed to offer Lots under separate Ownership for the placement of Mobile Homes.

(1745) “Mortuary” means a facility in which dead bodies are prepared for burial or cremation or where funeral services are conducted.

(1756) “Motorized Outdoor Recreation Equipment” means motorized or commonly motorized equipment used in off-road or recreational activities, including but not limited to boats, snowmobiles, race cars, dune buggies, ATVs, watercraft, and off-road motorcycles.

(1767) “Movie Theater” means an establishment containing audience seating and at least one screen or facility to view movies.

(1778) “Moving Truck Rental Business” means an establishment where moving trucks or trailers are stored outside and rented to customers.

(1789) “Multiple Unit Dwelling” means a Building arranged or designed to provide for more than four Dwelling Units.

(17980) “Mural” means any mosaic, painting, or graphic art or combination thereof which is professionally applied to a Building; does not contain any brand name, product name, letters

of the alphabet spelling or abbreviating the name of any product, company, profession, or business; or any logo, trademark, trade name, or other commercial message.

(1801) “Natural Drainage Course” means any natural watercourse which is open continuously for the flow of water in a definite direction or course.

(1842) “Natural Waterways” means those areas along streams, rivers, creeks, gullies, springs, or washes which are natural drainage channels and in which no Buildings are to be constructed.

(1823) “Neighborhood Grocery” means a retail establishment with 5,000 square feet or less which sells food and other household products, which does not sell motor fuel, and which is closed between the hours of 10:00 P.M. and 6:00 A.M.

(1834) “Neighborhood Service Establishment” means low impact retail and service Uses which supply frequently purchased necessities with minimal customer travel, including bakeries, bookstores, dry cleaners, hair styling shops, and similar Uses.

(1845) “Nonconforming Structure” means a Structure that legally existed before its current Zoning designation and, because of subsequent Zoning changes, does not now conform to the Zoning Ordinance’s setback, height restrictions, or other regulations that govern the Structure.

(1856) “Nonconforming Use” means a Use of land that legally existed before its current Zoning designation, has been maintained continuously since the time the Zoning regulation governing the land changed, and because of subsequent Zoning changes does not now conform to the Zoning regulations that now govern the land.

(1867) “Office, Medical and Dental” means a Building used by physicians, dentists, or similar personnel for the treatment and examination of patients and where no overnight stays occur.

(1878) “Office, Professional” means a Building used by attorneys, accountants, insurance or real estate agents, and other individuals offering professional services.

(1889) “Off-Premises Beer Retailer” means a licensed place of business wherein beer is sold in original containers to be consumed off the premises.

(18990) “Outdoor Waste Management Facility” means any outdoor facility that stores, treats, or processes liquid waste, sludge, or solid waste, including but not limited to human and animal waste and household garbage.

(1901) “Outside Display of Merchandise” means the outside display of goods in conjunction

with an approved retail business.

(194~~2~~) “Outside Storage” means the keeping of any goods, materials, or equipment outside of a Building for more than 24 hours, excluding Vehicle Recycling Facilities, Vehicle Storage Yards, Towing and Impound Yards, and Outside Display of Merchandise.

(192~~3~~) “Overpressure” means a sudden increase in air pressure resulting from an explosion traveling at the speed of sound.

(193~~4~~) “Owner” means the Owner in fee simple of real property as shown in the records of the Salt Lake County Recorder’s Office, including both the singular and the plural and including, but not limited to, natural Persons, firms, associations, partnerships, private or public corporations, or any combination thereof.

(194~~5~~) “Package Agency” is as defined in the Alcoholic Beverage Control Act.

(195~~6~~) “Pad Site” means a location for a freestanding Building within a larger Commercial center.

(196~~7~~) “Parapet” means a low wall projecting from the edge of a roof.

(197~~8~~) “Parcel of Land” means a contiguous quantity of land owned by the same Owner.

(198~~9~~) “Parking Lot, Commercial” means an open area, other than a Street, used for parking of five or more automobiles and available for public use, with or without compensation.

(199~~200~~) “Parking Space” means a space within a Building, Lot, or parking lot for the parking or storage of one vehicle.

(200~~1~~) “Parking Structure” means a Building or Structure of more than one level used to store motor vehicles.

(201~~2~~) “Pawnbroker” means any Person who loans money on deposit of personal property or deals in the purchase, exchange, or possession of personal property on condition of selling the same back again to the pledger or depositor, or who loans or advances money on personal property by taking chattel mortgage security thereon and takes or receives such personal property into his possession, and who sells the unredeemed pledges, together with such new merchandise as will facilitate the sale of same, or engages in any substantially similar transaction.

(202~~3~~) “Permanent Cosmetics” means a mark or design made on or under the skin by a process of pricking or ingraining an indelible pigment, dye, or ink in the skin for masking discolorations or cosmetically enhancing facial features which shall follow the natural line of

the feature. “Permanent Cosmetics” are limited to eyeliner, eyebrows, and lip coloring procedures.

(2034) “Permanent Cosmetics Establishment” means an establishment engaging in Permanent Cosmetics licensed in accordance with Title 58, Utah Code Annotated 1953, excluding Tattoo Establishments and Home Occupations.

(2045) “Permitted Use” means a specific Use authorized in a particular zone which does not require Planning Commission review and approval.

(2056) “Person” means any individual, firm, trust, partnership, or public or private association or corporation.

(2067) “Planned Unit Development” means an integrated design for Development of residential, Commercial, or industrial Uses, or a combination of such Uses, in which one or more of the regulations other than the Use regulations of the Zoning district in which the Development is located is waived or varied to allow flexibility in site and Building design and location in accordance with an approved plan and requirements set forth in this Title.

(2078) “Planning Commission” means the West Valley City Planning Commission.

(2089) “Porte-cochere” means a porch large enough for automobiles to pass through.

(20910) “Portico” means a porch or walkway with a roof supported by columns leading to the Entrance of a Building.

(2101) “Preliminary Plat” means the initial map of a proposed Subdivision.

(2112) “Primary Facade” means the side of a Building facing the public Street. For Corner Lots, the Street facing side with the primary customer Entrance is the Primary Facade. For residential Buildings designed around a Courtyard or parking area, the side with the primary resident Entrance is the Primary Facade.

(2123) “Primary Street” is the Street adjacent to a single Frontage Lot. For Corner Lots, the Primary Street is the public Street with the largest Right-of-way width.

(2134) “Primary Use” means the principal Use for which a property is used.

(2145) “Protection Strip” means a strip of land bordering a Subdivision or a Street within a Subdivision which serves to bar access of adjacent property Owners to required public improvements installed within the Subdivision until the adjacent Owners share in the cost of said public improvements.

(2156) “Public Park” means a park, playground, swimming pool, golf course, or athletic field

under the control, operation, or management of the State of Utah, a state agency, Salt Lake County, or West Valley City.

(2167) “Public Utility” means every common carrier, gas corporation, electrical corporation, wholesale electrical cooperative, telecommunications corporation, water cooperative, sewage corporation, heat corporation, or independent energy producer where a service is performed for or a commodity delivered to the general public.

(2178) “Public Way” means any road, Street, Alley, lane, court, place, viaduct, tunnel, culvert, or bridge laid out or erected as such by the public, dedicated or abandoned to the public, or made such by the Subdivision of real property, including the entire area within the Right-of-way.

(2189) “Public Works Department” means the West Valley City Public Works Department.

(21920) “Quoins” means dressing for Building corners differentiated from the adjoining walls by material, texture, color, size, or projection.

(2201) “Reasonable Notice” means actual notice or notice that meets the requirements of state law.

(2212) “Reception Center” means a Building, facility, or Use primarily used to host public or private events, parties, or gatherings, including but not limited to places where patrons dance to live or recorded music or where recorded music is presented by a “DJ” or “disc jockey.”

(2223) “Recreation, Indoor” means an indoor establishment providing the general public with amusement or activities, including but not limited to bowling alleys, laser tag, skating rinks, trampoline parks, or arcades.

(2234) “Recreation, Outdoor” means an outdoor establishment providing the general public with amusement or activities, including but not limited to miniature golf, batting cages, go-cart tracks, driving ranges, or amusement park rides.

(2245) “Recreational Vehicle” means any vehicle which is designed to be transported on its own wheels and used as temporary living quarters for travel or vacation purposes, including but not limited to vacation vehicles, truck-campers, tent-trailers, motor homes, and travel trailers.

(2256) “Recreation Space” means:

- a. Outdoor space shared by residents of a residential Development for passive and active

recreation. Examples include terraces, Courtyards, plazas, shared roof decks, sports courts, sports fields, open lawn areas, private parks, swimming pools, hot tubs, tot lots, picnic areas, fire pits and trails.

b. Indoor space shared by residents of a residential Development for passive and active recreation. Examples include fitness rooms, libraries, computer labs, swimming pools, hot tubs, sports courts, lobbies, clubhouses, social rooms, classroom space, community centers, recreation centers, community game rooms and theater rooms.

c. Private outdoor space provided only for the use of the residents of the Dwelling Unit to which it is attached. Examples include private Yards, front porches, patios, balconies, decks and roof decks.

“Recreation Space” shall not include: public Right-of-way; private curb, gutter, and roadway improvements; Parking Spaces and maneuvering areas to Parking Spaces; all Building roofs that do not cover a porch or that do not have a roof deck that is accessible for recreation use; storm water retention areas; and storm water detention areas where the slope exceeds 30 percent and the depth exceeds two feet from surrounding areas.

(2267) “Recreational Facility Beer Retailer” means a business that is licensed to sell beer and permit consumption thereof at recreation facilities, that does not sell beer in original containers, and that sells beer only to the ultimate consumer.

(2278) “Regional Shopping Mall” means a Shopping Center located within 200 feet of Interstate 215 with a combined Building size over 500,000 square feet and a minimum site area of 50 acres.

(2289) “Religious Institution” means a Building used primarily for religious worship and activities.

~~(2293)~~ (22930) “Rental Store” means a business that rents furniture, appliances, or electronics to customers.

(2301) “Residence” means a permanent domicile, dwelling place, or abode.

(2312) “Residential Zones” means the R-1-4, R-1-6, R-1-7, R-1-8, R-1-10, R-1-12, R-1-20, R-2-6.5, R-2-8, R-4, RB, RE, RM, RMH, RS, and SH zones.

(2323) “Restaurant” means any place of business where the predominant purpose is the preparation of food and drinks which are served and offered for sale or sold for human consumption on or off the premises.



(2334) “Restaurant Liquor Retailer” means a Restaurant that maintains a liquor license in accordance with the Alcoholic Beverage Control Act.

(2345) “Restaurant On-Premises Beer Retailer” means a licensed place of business in connection with a bona fide Restaurant where beer is sold for on-premises consumption and accounts for less than 30 percent of gross revenue.

(2356) “Retail Anchor” means the major store or stores within a Shopping Center.

(2367) “Right-of-way” means a public or private strip of land used or intended to be used for a Street, Sidewalk, sanitary or storm sewer, drainage, park strip, or similar Use.

(2378) “Sanitary Landfill” means a site for solid waste disposal.

(2389) “School” means an institution satisfying the requirements of public education and having an academic curriculum similar to that offered in public schools, excluding Home Occupations represented as schools. For the purposes of regulations pertaining to sexually oriented businesses, “School” means an institution of learning or instruction primarily catering to minors, whether public or private, which is licensed by the State of Utah.

(23940) “Secondary Facade” means any side of a Building that is not a Primary Facade and is either visible from a public Right-of-way or has a customer Entrance.

(2401) “Secondhand Store” means any business which is engaged in the purchase, barter, exchange, or sale of any secondhand merchandise of value or which deals in secondhand goods, excluding businesses dealing in used motor vehicles and trailers and including businesses buying or selling more than five firearms per year.

(2412) “Self-Storage Facility” means a Building or group of Buildings containing separate, individual, and private storage spaces of varying sizes available for lease or rent.

(2423) “Shopping Center” means three or more Commercial establishments with at least two of the Commercial establishments being retail establishments built on a site which is planned, developed, operated, and managed as an operating unit.

(2434) “Sidewalk” means a passageway for pedestrians that excludes motor vehicles.

(2445) “Single Unit Dwelling” means a Building arranged or designed to have one Dwelling Unit.

(2456) “Site Plan” means a drawing including all of the following:

- a. Date;
- b. North arrow and scale;

- c. The legal description of the subject property;
- d. The dimension and location of existing and proposed improvements on the property and adjoining property, including but not limited to Buildings, fencing, hard surfacing, utility lines and poles, and Landscaping, drawn to scale;
- e. Location of proposed construction, including but not limited to signs;
- f. Name, address, and telephone number of the builder and property Owner;
- g. Existing and proposed vehicle access, parking stalls, curb, gutter, Sidewalk, vehicle circulation patterns, and curb cuts;
- h. The location, height, and size of proposed signs, lighting, and advertising devices; and
- i. All other information necessary to determine whether the proposed construction is in compliance with this Title and all other applicable law.

(2467) “Small Brewer” means a Brew Restaurant which, in addition to retail sales and on-site consumption, markets beer wholesale in an amount not to exceed 60,000 barrels per year and derives less than 30 percent of gross revenues from beer sales, including but not limited to microbreweries.

(2478) “Soldier Course Brick Pattern” means a pattern of bricks in which all bricks are laid vertically as illustrated below:



(2489) “Sound Wall” means a ~~solid concrete or masonry wall~~ Masonry Wall constructed adjacent to a Major Arterial Street or Freeway to create a noise and access barrier, ~~excluding hollow core or foam core walls and~~ including walls greater than six feet tall.

(24950) “Special District” means all entities established under Title 17B, Utah Code Annotated 1953, and any other governmental or quasi-governmental entity that is not a county, municipality, school district, or state agency.

(2501) “State Store” means the same as set forth in the Alcoholic Beverage Control Act.

(2512) “Story” means the space within a Building having clear headroom of seven feet or over.

(2523) “Story, Half” means a Story with at least two of its opposite sides situated under a sloping roof and with a maximum of two-thirds of the floor area of the Story below.

(2534) “Street” means public Rights-of-way, including highways, avenues, boulevards,

parkways, roads, lanes, walks, viaducts, subways, tunnels, bridges, public easements, and other ways.

(2545) “Structure” means anything constructed or erected on or below the ground, including signs and Billboards but excluding Fences six feet tall or shorter.

(2556) “Structural Alterations” means any change in supporting members of a Building or Structure, including bearing walls, columns, beams, or girders.

(2567) “Subdivider” means the Owner of real property proposed to be subdivided, including all successors and assigns.

(2578) “Subdivision” means the same as set forth in the Utah Municipal Land Use, Development, and Management Act.

(2589) “Subdivision, Major” is a Subdivision with at least 10 Lots or a Subdivision requiring any new Street or extension of public utilities or facilities.

(25960) “Subdivision, Minor” means any Subdivision with nine or fewer Lots on which all Lots have Frontage on improved public Streets and which does not create any new Streets.

(2601) “Survey Monument” means a mark affixed to a permanent object along a line of survey to furnish a survey control.

(2612) “Swap Meet, Indoor” means property where the Owner, lessee, or licensee rents, lends, or leases portions of a Building to Persons for use as a marketplace to barter, exchange, or sell goods or services and where no walls are erected from floor to ceiling between the majority of individual tenant spaces, including but not limited to flea markets.

(2623) “Swap Meet, Outdoor” means property where the Owner, lessee, or licensee rents, lends, or leases outdoor space or booths to Persons for use as a marketplace to barter, exchange, or sell goods, including but not limited to flea markets, but excluding Yard or garage sales at Residences.

(2634) “Tattoo” means a mark or design made on or under the skin by a process of pricking or ingraining an indelible pigment, dye, or ink in the skin, excluding Permanent Cosmetics.

(2645) “Tattoo Establishment” means any location, place, area, Structure, or business used for the practice or instruction of Tattooing or Body Piercing, excluding Permanent Cosmetics Establishments.

(2656) “Tavern” means the same as set forth in the Alcoholic Beverage Control Act.

(2667) “Temporary Land Use” means a Use which is transient or seasonal in nature.

(2678) “Temporary Nonresidential Building” means a Building incidental to construction work, such as a construction trailer, or a temporary sales office for the sale or lease of Dwelling Units.

(2689) “Temporary Residential Storage Container” means a fully enclosed Structure without a permanent foundation uniquely designed for short-term storage of household or remodeling goods and for portable use via transport vehicle.

(26970) “Three Unit Dwelling” means a Building arranged or designed to have only three Dwelling Units under one ownership on one Lot, such as a triplex.

(2701) “Towing and Impound Yard” means a facility for the temporary storage of vehicles that have been towed, carried, hauled or pushed from property for impoundment, excluding New Automobile Sales, Used Automobile Sales, Automobile Service, Vehicle Recycling Facilities, and Vehicle Storage Yards.

(2712) “Townhome” means a Dwelling Unit in a row of at least three such units in which each unit has its own front and rear access to the outside, no unit is located over another unit, and each unit is separated from any other unit by one or more vertical walls.

(2723) “Transportation and Public Ways Ordinance” means the West Valley City Transportation and Public Ways Ordinance as presently adopted and amended in the future.

(2734) “Truck Transfer Company” means a facility serving as a transfer or storage point for a truck freight line, including associated offices, parking, and maintenance facilities.

(2745) “Turf Farm Equipment Manufacturing” means a Commercial business engaged in assembling, testing, storing, selling, or repairing equipment, parts, and machinery used exclusively for sod harvesting.

(2756) “Twin Home” means a Building arranged or designed to have only two Dwelling Units under separate ownership by two Owners which has a common wall along a common Lot line.

(2767) “Two Unit Dwelling” means a Building arranged or designed to have only two Dwelling Units under one ownership on one Lot, such as a duplex.

(2778) “Unchartered Financial Service Provider” means any business extending loans, cash advances, short-term credit, rent-to-own services, or any similar financial services, excluding federal and state chartered banks, industrial banks, savings and loan institutions, New and Used Automobile Sales, and credit unions.

(2789) “Use” means any legal purpose for which a Building, Structure, or tract of land can be designed, arranged, intended, maintained, or occupied or any activity, occupation, business, or operation legally carried on in a Building or Structure or on a tract of land.

(27980) “Variance” means a device which grants a property Owner relief from certain provisions of the Zoning Ordinance upon the showing set forth in state law and by this Title.

(2801) “Vehicle Recycling Facility” means the outside storage of or Use of property for a storage yard for operable or inoperable automobiles or trucks, a Junk yard, a salvage yard, or a tow truck or wrecker service, including but not limited to the following:

a. The outside storage of two or more used vehicles or used vehicle parts, including tires, regardless of operational ability, condition, time frame, or reason; or

b. The storage of any number of used vehicles or used vehicle parts, including tires, for the purpose of dismantling, stripping, salvaging, or selling all or part of the vehicle, excluding the indoor storage of vehicles in a fully enclosed Building, New and Used Automobile Sales, Automobile Service, and Vehicle Storage Yards.

(2812) “Vehicle Storage Yard” means a site where operable vehicles without occupants are stored for compensation for more than 24 hours, excluding New and Used Automobile Sales, Automobile Service, Towing and Impound Yards, and Vehicle Recycling Facilities.

(2823) “Veterinary Hospital” means a place where Animals are given medical care and the boarding of Animals is limited to short-term, indoor care incidental to the medical Use.

(2834) “Warehouse” means a Building used primarily for storage of goods and materials.

(2845) “Water and Sewer Improvement Districts” means the Granger-Hunter Improvement District, the Magna Improvement District, the Taylorsville-Bennion Improvement District, and any other water or sewer improvement district existing or hereafter organized which has jurisdiction over land in the City.

(2856) “Yard” means a space on a Lot unoccupied and unobstructed from the ground upward by Buildings, except as otherwise provided herein.

(2867) “Yard, Front” means a space on the same Lot with a Building between the front of the Building and the front Lot line and extending across the full width of the Lot. The depth or setback of a Front Yard is the minimum distance between the front Lot line and the closest point of the front of the Building. On Corner Lots, the Front Yard is the Yard which is faced by the primary Entrance to the Building.

(2878) “Yard, Rear” means a space on the same Lot with a Building opposite the Front Yard between the rear of the Building and the rear Lot line and extending across the full width of the Lot. The depth of the Rear Yard is the minimum distance between the rear Lot line and the closest point of the rear of the Building.

(2889) “Yard, Side” means a space on the same Lot with a Building between the side line of the Building and the side Lot line and extending from the Front Yard to the Rear Yard. The width of the Side Yard shall be the minimum distance between the side Lot line and the side line of the Building.

(28990) “Zoning” means the land use regulation imposed by the City, including but not limited to the division of the City into Zoning districts, the establishment of land use standards in each district, and the regulation of Buildings upon the land.

(2901) “Zoning Administrator” means the West Valley City Zoning Administrator as appointed by the City Manager or his or her designee.

(2912) “Zoning Ordinance” means the West Valley City Zoning Ordinance as presently adopted and amended in the future.

**7-2-114. FENCES AND MASONRY WALLS.**

(1) A six-foot-tall Fence may be constructed on or within property lines, as shown on the official plats maintained in the Office of the Salt Lake County Recorder, in Side and Rear Yards. This shall include Side Yards of Corner Lots. Permitted residential fencing materials are limited to vinyl, masonry, wrought iron style (metal), wood, hedges and chain-link. Fencing materials shall be of materials originally intended for fencing and shall not include materials intended for other purposes. Metal panels, barbed or razor wire, and livestock Fences are expressly prohibited in Residential Zones. Livestock fencing is permitted only in an Agricultural Zone or for the containment of Animals in association with an approved residential Nonconforming Use of Animals.

(2) In Front Yards, a 20-foot setback from the front property line shall be maintained for Fences over four feet in height. Fences four feet or less in height which are at least 50 percent transparent are allowed up to the front property line or, if a Sidewalk exists, up to the Sidewalk. No solid Fence over three feet in height shall be allowed closer than 20 feet to the front property line.

(3) Residential properties along Major or Minor Arterials shall adhere to either of the

following regulations:

a. Hedges shall be permitted up to the property line that is adjacent to an Arterial Street or, if a Sidewalk exists, up to the edge of the Sidewalk. Hedges shall exclude poisonous, noxious, thorn-bearing, and fruit-bearing plant materials. Hedges shall be limited to six feet in height. Hedges shall be trimmed and maintained and shall not be permitted to grow into the public Right-of-way; or

b. Fences or walls shall be no taller than six feet in height and shall be set back a minimum of 10 feet from the front property line. The 10-foot front setback area between the public Right-of-way and the Fence or wall shall be maintained with Landscaping that contains a minimum of 50 percent live plant material and shall be kept weed free.

(4) For properties with frontage on 4100 South, all new Fences constructed in the Front Yard shall be black ornamental iron or aluminum metal fences with three rail panels, three- or four-inch air gaps between all posts and pickets, two-and-one-half-inch-wide posts, and three-quarter-inch-wide square pickets.

(5) *Fence Height.* Where there is a difference in the Grade of the properties on either side of a Fence or wall, the height of the Fence or wall shall be measured from the average Grade of the higher property. Average Grade shall be established based on elevations of finish Grade within five feet of the proposed Fence line. When a retaining wall exists at the property line, Fence height may be measured from the higher side of the wall. A Sound Wall may exceed the height standards when constructed next to a Major Arterial Street or Freeway. In the M zone, barbed wire atop a Fence constructed in compliance with all applicable ordinances shall not count toward Fence height.

(6) When requested, the Zoning Administrator may grant a waiver or modification of any height requirements of this Section upon finding that the waiver or modification will not circumvent the intent of the requirements.

(7) All Fences shall be maintained in good condition, at all times, by the Owner or occupant of the property. Fence maintenance shall meet the following standards:

a. The Fence must be free of damage, breaks or missing components or parts.

b. Areas of the Fence that are leaning more than 20 degrees from vertical, buckling, sagging or deteriorating must be repaired or replaced with materials and color similar to its original construction.

- c. The area at the base must be kept free of debris and neatly trimmed.
- d. Where fencing has been previously painted and there are areas of chipping, peeling, scaling or missing paint equal to or greater than 20 percent of the Fence surface, then the surface must be repainted or stripped of all paint.
- e. Wrought iron style (metal) Fences shall be treated in a manner to prevent rust.

(8) Masonry Walls required in Sections 7-7-119 and 7-13-705 shall meet the following requirements:

- a. The wall shall be constructed of precast concrete posts and panels using the Ashlar Slate pattern.
- b. The base paint color to be applied to the entire wall shall be Balanced Beige (Sherwin Williams 7037). The sponge color to be applied to the patterned portion of the wall shall be Smokehouse (Sherwin Williams 7040).

**7-2-116. GRADE CHANGES.**

- (1) The finished Grade of any Lot in any Subdivision in the City or any parcel to be used for the construction of any Building in the City shall be graded or contoured in such a manner that the Grade differential within three feet of a property line between Lot boundaries (for Lots within a recorded Subdivision) or between adjoining properties (for the perimeter boundaries of a Development site) does not exceed 18 inches of vertical height or a 2 to 1 slope.
- (2) Where the Grade differential within three feet of a property line is greater than 18 inches of vertical height, or is in excess of a 2 to 1 slope, the developer shall install either a permanent ~~concrete or masonry wall~~ Masonry Wall, a rock retaining wall, or other retaining type walls approved by the Building Inspection Division to provide sufficient lateral support and to control runoff waters from the elevated property. In no case shall fill be brought onto a site or that a site be excavated or graded in such a manner so as to violate the 18-inch Grade differential without the installation of a permanent retaining wall or Structure.
- (3) In cases where the developer or property Owner selects to grade the site with a 2 to 1 slope, a mechanism to divert water from adjacent properties shall be used. This mechanism shall be reviewed and approved by the Public Works Department and Building Inspection Division.
- (4) Permanent Yard grading for each residential Structure shall provide a minimum (2%)



positive slope 10 feet away from the dwelling.

(5) Permanent Yard grading and coordination of yard grading between properties shall be the responsibility of the property Owner.

(6) Any retaining wall within a residential or Commercial Development which has a Grade difference of greater than four feet shall require a building permit from the City Building Inspection Division. Plans for the retaining wall shall be approved by the City Engineer and Building Official, who may impose additional requirements to ensure that water will adequately and safely drain from above and around the subject property.

**7-2-118. REFUSE STORAGE CONTAINERS SITING STANDARDS.**

(1) Suitable and adequate refuse storage containers shall be provided and shall be closed by a permanent hinged cover. The cover shall be maintained in good working order and shall be kept closed except when containers are being filled or emptied.

(2) The Owner or lessee shall provide a sufficient number of containers such that refuse will be securely stored.

(3) All containers shall be kept at a location easily accessible by collection vehicles and refuse producers, with vehicle access from a paved surface. While collecting refuse, vehicles shall not obstruct any portion of the public Right-of-way.

(4) All outdoor refuse storage containers shall be enclosed by a six-foot-tall ~~solid masonry~~ Fence Masonry Wall with Attached solid barrier access gates. A maximum of a three-foot opening may be provided on the side or rear of an enclosure for pedestrian access to the refuse collection container. Enclosures shall not be constructed of unpainted concrete block or similar material. Where an enclosure was not originally required on a developed Lot, an enclosure shall be installed upon the issuance of a new business license on the developed Lot. For properties located within the M zone, enclosures for refuse storage containers shall not be required where the refuse storage containers meet all of the following requirements:

a. The refuse storage containers shall not be visible from the Street or the refuse storage containers shall be located in a loading dock area that is screened by a six-foot-tall ~~masonry wall~~ Masonry Wall;

b. The refuse storage containers shall be located behind a Building or within a Yard that is completely screened with a six-foot-tall ~~masonry wall~~ Masonry Wall;

- c. The refuse storage containers shall not be located within a customer parking area; and
- d. The refuse storage containers shall not be located along any side of a Building with a customer entrance.

(5) No refuse storage containers shall be permitted between a Street property line and the minimum Building setback line or within 20 feet of an adjacent Agricultural Zone, Residential Zone, or residential Use.

(6) Refuse storage containers shall not obstruct clear view in any Development and shall be located in a manner permitting safe traffic circulation throughout the Development.

#### **7-6-213. SPECIFIC REQUIREMENTS – RE ZONE.**

The following requirements are applicable within the RE zone:

(1) The following requirements govern Lot size in the RE zone:

a. The minimum Lot size is 12,000 feet in Subdivisions and 10,000 square feet in PUDs meeting the standards set forth in Chapter 7-13.

b. The average Lot size shall be at least 15,000 square feet in Subdivisions and 12,000 square feet in PUDs meeting the standards set forth in Chapter 7-13. The average Lot size is calculated by dividing the total square footage of Lots within the Subdivision by the number of Lots.

(2) In addition to other applicable requirements, the following standards govern Landscaping within the RE zone:

a. All Front Yards shall be landscaped and include adequate irrigation to maintain live Landscaping.

b. All park strips and property between required ~~masonry walls~~ Masonry Walls and Sidewalks shall be landscaped.

c. At least three trees per Frontage per Lot shall be installed.

d. All Landscaping shall be installed within six months of the issuance of the certificate of occupancy.

(3) Subdivision requirements specific to the RE Zone are found in Section 7-13-712.

#### **7-6-303. GENERALLY APPLICABLE REQUIREMENTS.**

The following requirements are applicable within all Commercial and Manufacturing Zones within

the City:

(1) Sites must be developed in accordance with all requirements set forth in this Title.

(2) Parking shall not be allowed within minimum setbacks unless expressly permitted within a particular zone.

(3) All properties within Commercial and Manufacturing Zones shall meet the following Landscaping standards in addition to all other applicable Landscaping requirements:

a. Minimum required setbacks adjacent to a Street shall be permanently landscaped except for approved access drives. Fences above three feet in height shall be prohibited within the minimum required setbacks adjacent to a Street.

b. All landscaped areas shall include a perpetually maintained underground irrigation system capable of complete coverage of the landscaped area and designed to promote water efficiency.

c. All landscaped areas shall be landscaped with a mixture of ground cover, shrubs, and trees. Landscaped areas may include sculptures, patios, or fountains. Where trees are required, four shrubs per tree shall also be required.

d. Required deciduous trees must be one-and-one-half-inch caliper at installation unless a higher caliper requirement is imposed elsewhere in this Title. Required evergreen trees must be six feet tall at installation. Required shrubs must be a minimum of one gallon at installation.

e. Landscaping must include 50 percent coverage of live plant material, not including tree canopies. Artificial turf that meets the standards in Section 7-2-127 may be counted toward up to half of the required live plant material.

f. For properties adjacent to an Agricultural Zone, Residential Zone, or residential Use, one tree per 300 square feet of minimum required setback shall be required in addition to other applicable tree requirements.

g. All Landscaping shall be maintained in a healthy, neat, and orderly condition, free of weeds and litter.

h. All areas of a developed Lot or parcel not occupied by a Building or required parking shall be landscaped in accordance with City ordinances and the approved landscape plan.

(4) All paved areas, walls, and Fences shall be maintained in good repair and without broken parts, holes, potholes, or litter.

(5) Where any nonresidential Lot borders an Agricultural Zone, Residential Zone, or residential Use, a six-foot-tall ~~concrete or masonry wall~~ Masonry Wall and landscape buffer shall be installed in accordance with the following requirements:

a. The wall shall be constructed concurrently with the foundation of the first Building on the Lot.

b. The six-foot height requirement shall be measured from the Lot Grade or parking Lot asphalt Grade (whichever is higher) of the higher Lot to the top of the screen wall.

c. When future Commercial Use of the neighboring residential or agricultural property is recommended in the General Plan, a waiver or substitution for the wall requirement may be approved by the Planning Commission for Conditional Uses or the Zoning Administrator for Permitted Uses.

i. If a substitution would allow visibility into a neighboring residential property, the substitution shall not be approved unless the Owner of the residential property records a deed restriction against his or her property in a form acceptable to the City Attorney's Office prohibiting the installation of a solid Fence.

ii. Substitutions permitting visibility into a neighboring residential property shall be constructed with a six-foot-tall powder coated ornamental aluminum alloy or similar nonrusting product.

d. Where a six-foot-tall ~~concrete or masonry wall~~ Masonry Wall and landscape buffer does not exist on a developed, nonresidential Lot bordering an Agricultural Zone, Residential Zone, or residential Use, the wall shall be installed upon the issuance of a new Conditional Use Permit on the developed, nonresidential Lot.

(6) Where a developed Lot does not conform to all Landscaping requirements except those in Chapter 7-10, such Lot shall be brought into compliance upon the occurrence of any one of the following:

a. Any action which increases the floor area of the premises by more than 30 percent.

b. Any action which, when combined with one or more previous expansions, causes the aggregate area of expansion to exceed 30 percent of the original floor area of the premises.

c. Any change of use to a more intense use.

1055  
1056 **7-6-404. DEVELOPMENT STANDARDS.**

1057 The following requirements are applicable within the CC zone:

1058 (1) *Building Exterior Colors.* The color of all Buildings within the CC zone is subject to City  
1059 approval. The dominant overall color scheme of Buildings shall generally be subtle, subdued,  
1060 low reflectance, neutral or earth tones. Brighter primary colors may be used as accent  
1061 elements, such as door and window frames and architectural details. Fluorescent or metallic  
1062 colors are only allowed as signage.

1063 (2) *Commercial Building Design.* Commercial Buildings shall meet the following standards:

1064 a. Buildings shall be oriented to the Street and have at least one primary Entrance facing  
1065 the Street.

1066 b. Ground floor Street facing Façades shall be distinguished from other floors through  
1067 the use of at least one of the following techniques: Architectural Banding, Cornice  
1068 treatment, color change, material change, or recessed upper floors.

1069 c. In order to prevent blank or plain walls with little or no relief, and to ensure excellence  
1070 in architecture and design, Primary Façades shall incorporate two of the following  
1071 Building relief treatments. Secondary Façades shall incorporate one of the following  
1072 Building relief treatments.

1073 i. Expression of a vertical architectural treatment with a minimum width of 24 inches  
1074 and a minimum depth of two inches placed an average of 40 feet apart for Façades  
1075 with a width of 200 feet or more, or 30 feet apart for Façades with a width less than  
1076 200 feet.

1077 ii. Building setbacks, offsets or projections with a minimum of 10 feet in width and  
1078 two feet in depth placed an average of 100 feet apart for Façades with a width of 200  
1079 feet or more or 50 feet apart for Façades with a width less than 200 feet.

1080 iii. A primary customer Entrance. Primary customer Entrances must feature no less  
1081 than three of the following elements: canopies or Porticos, overhangs,  
1082 recesses/projections, Arcades, raised Cornice Parapets over the door, peaked roof  
1083 forms, arches, outdoor patios and architectural details such as tile work and moldings  
1084 which are integrated into the Building Structure.

1085 iv. Arcades or Colonnades a minimum of six feet deep with a minimum column

width or diameter of 12 inches, or other roof treatments that provide shade and/or a break in the vertical plane along at least 50 percent of the width of a Façade.

v. Awnings, associated with windows and/or doors along at least 50 percent of the width of a Façade. Awnings must be in detached increments as opposed to one continuous awning.

vi. Any other treatment that meets the intent of this subsection (2)(c).

d. In order to prevent blank or plain walls with little or no variation or interest, and to ensure excellence in architecture and design, Primary Façades shall incorporate three of the following Building articulation treatments. Secondary Façades shall incorporate two of the following Building articulation treatments.

i. Ornamental and structural details that are integrated into the Building Structure.

ii. A texture and/or material change applied to at least 20 percent of the Façade.

iii. A color change applied to at least 20 percent of the Façade.

iv. Decorative Parapet.

v. Architectural Banding.

vi. Cornice other than that at the top of the Building.

vii. Rounded design at Street corners.

viii. A change of pattern applied to at least 20 percent of the area of a Façade dedicated to a single material.

ix. Arches or arched forms.

x. Murals.

xi. Any other treatment that meets the intent of this subsection (2)(d).

e. A Building relief or Building articulation treatment listed in subsections (2)(c) and (2)(d) above shall only be counted once when assessing compliance with the minimum number of treatments required. For example, if a Building has an Arcade, the Arcade can count only as a Building relief treatment under this Section and not a Building articulation treatment.

f. All Façades of a Building shall be designed with consistent architectural style, detail, and trim features of the Primary Façade.

g. All Building exteriors shall be brick, stucco or EIFS, stone, fiber cement siding, ceramic tile, faux wood composites, architectural metal panels/siding that is used only as

a veneer and not as structural sheeting or sheathing, or architectural concrete that is textured or patterned. No more than 60 percent of a Building exterior shall be stucco. With the exception of brick or stone which may be used on the entire Building exterior, no single material including glass shall comprise more than 60 percent of a Building's exterior. No more than 60 percent of a Building exterior shall be glass. Corrugated metal and metal panels/siding with exposed fasteners are prohibited on Building exteriors. Metal and wWood may be used as trim or accents only. All awnings shall be metal, glass, canvas cloth or equivalent.

h. All Buildings with a drive-through window must: (i) incorporate a permanent, covered Porte-cochere Structure over the drive-through window that is the width of the drive, a minimum of 20 feet in length, and integrated structurally and architecturally into the design of the Building or (ii) incorporate the drive-through area as part of a multi-level Building where the drive-through is covered by one or more floors of the Building and comprises no more than 50 percent of the area of the floor on which it is located.

i. Where pitched roofs are used, the eaves or roof edges must be setback at least five feet from any public Sidewalk.

(3) *Building Height.* All Buildings shall meet the height requirements of this subsection (3). In order to create the downtown area intended for City Center, the Building Height requirements shall be applicable for all Buildings such that a single Building may be subject to more than one height requirement. In such cases, each portion of the single Building shall comply with the height requirement where it is located.

a. Buildings located in between 3650 South and 3500 South shall be a minimum of five stories or 60 feet, except for Buildings, or portions thereof, located within the first 100 feet north of 3650 South. Buildings, or portions thereof, located within the first 100 feet north of 3650 South shall be a minimum of two stories or 24 feet and a maximum of three stories. All Buildings, or portions thereof, located outside the 100 feet ~~feet~~ north of 3650 South shall meet the five-Story or 60-foot minimum.

b. Buildings located north of 3500 South shall be a minimum of three Stories or 36 feet and a maximum of five Stories, except for Buildings, or portions thereof, located within 100 feet of a Residential Zone. Buildings, or portions thereof, located within 100 feet of a Residential Zone shall be two Stories and not exceed 24 feet. Such Buildings shall

maintain a 10-foot setback from the property line of adjoining property within an existing Single Unit Dwelling Residential Zone. All Buildings, or portions thereof, located outside the 100 feet of a Residential Zone shall meet the minimum three-Story or 36-foot minimum, maximum five-Story requirements.

c. For all locations in the CC zone, the minimum Building Height for Accessory Buildings shall be one Story.

(4) *Pedestrian Circulation.* No block shall have a length greater than 500 feet unless it incorporates an Alley, common drive, access easement, or pedestrian pathway providing through pedestrian access to another Street. The pedestrian access and circulation requirements in Section 7-11-306 shall apply to all Commercial Development. The pedestrian access and circulation requirements in Section 7-11-403 shall apply to all residential Development.

(5) *Recreation Space and Landscaping.*

a. For nonresidential Developments, a minimum of 10 percent of the Lot area shall be Landscaped.

b. Residential Uses shall provide Landscaping and Recreation Space in accordance with Section 7-11-414.

c. Residential projects with rear loaded parking alleys shall include Landscaping between driveways at least every two Dwelling Units.

(6) No Fences or walls over two feet in height shall be allowed within the minimum required front setback. Fence materials shall be masonry or wrought iron style metal.

(7) Curb cuts for alleys or private driveways shall be limited to no more than one per 200 feet of Street Frontage on all Streets. Where UDOT curb cut standards along 3500 South are more restrictive, UDOT standards shall be followed.

(8) *Underground Public Utilities.*

a. Except as specified in subsections (8)(b), (8)(c) and (8)(d) below, all electrical, communications, cable television service, and other similar distribution wires and/or cables serving all new Developments shall be placed underground at the Owner or developer's expense. The Owner or developer shall be responsible for complying with this requirement and shall make necessary arrangements with each of the servicing utilities for installation of such facilities.



b. Aboveground components, including transformers, terminal boxes, meter cabinets, pedestals, concealed ducts, and other facilities necessarily appurtenant to underground facilities may be placed above ground and shall be screened through the use of Landscaping and fencing.

c. If an Applicant applies for a Conditional Use Permit, the Planning Commission may waive the requirements of this subsection (8) in a particular case where it is shown, and the Planning Commission finds, that soil, water table or other conditions make underground installation unreasonable or impractical.

d. The requirements in subsection (8)(a) above shall not apply to low power radio service antennas, transmission lines on 2700 West, or overhead communication long distance trunk and feeder lines.

(9) All loading docks, refuse disposal areas and other service activities shall be located on Block interiors away from view of any public Street. Exceptions to this requirement may be approved through the Site Plan review process when a permit Applicant demonstrates that it is not feasible to accommodate these activities on the block interior. If such activities are permitted adjacent to a public Street, a visual screening design approved by the Zoning Administrator shall be required.

(10) With the exception of properties that front on Market Street and Lehman Avenue, all Commercial Developments shall meet the bicycle parking standards found in Section 7-11-306 and all residential Developments shall meet the bicycle parking standards found in Section 7-11-403.

(11) Events such as farmers markets, festivals, fairs, holidays and community events shall be reviewed as a Temporary Land Use by City staff. Non-business oriented banners whose sole intent is to promote these events are excluded from the provisions of this ordinance.

(12) The following standards apply to all Nonconforming Uses and Nonconforming Structures within the CC zone:

a. No Nonconforming Use shall be expanded or increased. No Nonconforming Structure shall be expanded or increased unless the expansion brings the Structure into compliance with the Building standards of the CC zone.

b. A Nonconforming Use shall not be changed to a different Use unless the proposed new Use is a conforming Use.

c. Exterior Façade changes to Nonconforming Structures shall only be allowed if they bring the Structure into compliance with the architectural standards set forth in the CC zone.

(13) The following standards apply to parking within the CC zone:

a. All properties and Uses shall comply with the requirements of Chapter 7-9, except that minimum parking requirements may be reduced by 10 percent.

b. Parking structures shall meet the following standards:

i. Parking structures shall include pedestrian walkways and connections to the sidewalk system. Walkways and connections shall be clearly marked and continuous in design.

ii. Parking structures shall contain ground-level retail, offices, or display windows along all street-fronting Façades of the parking structure.

iii. Parking structures shall be designed with an architectural theme similar to the adjoining Buildings.

#### **7-6-406. SPECIFIC REQUIREMENTS – LEHMAN AVENUE.**

The following requirements are applicable to properties within the City Center zone fronting on Lehman Avenue:

(1) *Streetscape.*

a. Street improvements shall be installed and dedicated according to Figure 1 below. These improvements include two 13-foot travel lanes, eight-foot parallel on-Street parking on both sides of the Street, curb and gutter, six-foot park strips, six-foot Sidewalks, Street trees and Street lights. At the time of Development, the developer is only responsible for the installation and dedication of Street improvements on the side(s) of the Street being developed.

**Figure 1.**



b. Miyabei Maple (*Acer Miyabei* “State Street”) of a minimum size two-inch caliper shall be planted in the park strip an average of 35 feet apart.

c. Street lights shall be installed at an average interval of 70 feet and shall conform to the City’s adopted Engineering Standards.

(2) *Building Standards.*

a. There is no minimum Front Yard setback. The maximum Front Yard setback shall be 10 feet. A Building shall not project into the public Right-of-way except as provided in subsection 1(c) below.

b. For each Lot, the Building(s) shall be built within zero to 10 feet of the front property line for at least 50 percent of the Lot’s Street Frontage. For Corner Lots, the length of the Building Street Frontage along one Street can be less than the minimum required as long as the total Building Street Frontage required is not reduced.

c. Balconies, awnings, horizontal overhead trellises, roof overhangs, covered Entrances and bay windows may project into the public Right-of-way a maximum of five feet. Such features, excluding supporting columns or posts, must maintain a minimum clear height of eight feet from the Sidewalk.

(3) *Yard Space and Parking.*

a. All areas between the front of the Building and the Sidewalk shall be landscaped.

b. No parking shall be allowed between the front of the Building and the Sidewalk. When parking is placed to the side of a Building and will be visible from the Street, a two-foot-tall hedge and/or ~~masonry screen wall~~ Masonry Wall and 10 feet of Landscaping shall be installed directly adjacent to the Sidewalk.

(4) Signs shall comply with the standards in Title 11. Wall signs are allowed for office Uses. The area limitation for wall signs on Building or Structure Façades shall be 10 percent of the first Story Façade and five percent of any other Façade.

(5) Land Uses are limited to residential, community, office and Home Occupations.

(6) Unless explicitly incorporated herein, the requirements of Part 17-2-1100P do not apply to Mobile Food Vending Vehicles operating within the CC zone on Lehman Avenue. Food Vending Vehicles may only park and operate on the south side of Lehman Avenue between Market Street and 3000 West, subject to the following limitations:

a. Mobile Food Vending Vehicles are permitted to operate one day per week. That day shall be designated by the Zoning Administrator.

b. Mobile Food Vending Vehicles may only operate between 11:00 A.M. and 9:00 P.M. on the day established by the Zoning Administrator.

c. All Mobile Food Vending Vehicles must be in compliance with the provisions of Title 17 pertaining to business licensing.

d. Mobile Food Vending Vehicles may not obstruct vehicular or pedestrian traffic.

e. Mobile Food Vending Vehicles must comply with all applicable Salt Lake County Health Department requirements.

**7-6-408. SPECIFIC REQUIREMENTS – CONSTITUTION BOULEVARD AND 3500 SOUTH.**

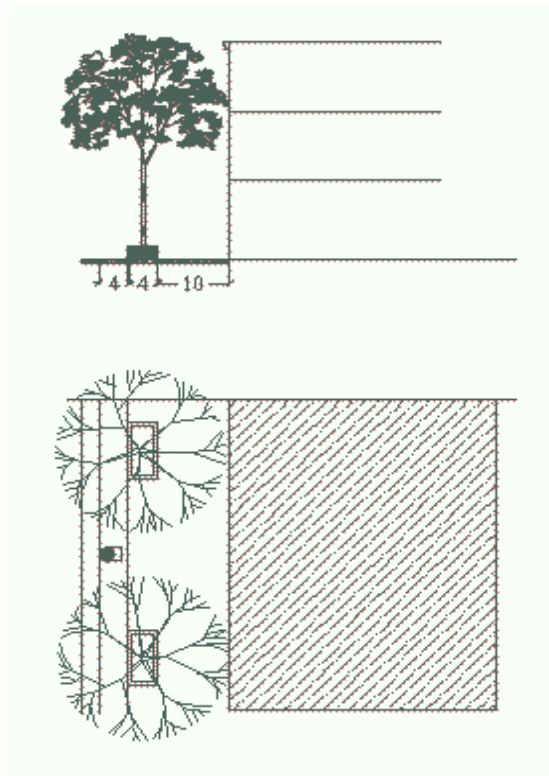
The following requirements are applicable to properties within the CC zone fronting on Constitution Boulevard or 3500 South:

(1) *Streetscape.*

a. The following Streetscape improvements shall be installed and dedicated behind the curb according to Figure 3. These improvements include 4' tree wells, 10' Sidewalks,

Street trees and Street lights. At the time of Development, the developer is only responsible for the installation and dedication of Street improvements on the side(s) of the Street being developed.

**Figure 3.**



b. The tree wells shall be spaced 22' apart on center. One Centurion Crabapple (Malus Hybrid Centzam) tree shall be planted in each tree well on 2700 West except where a tree well is adjacent to a vehicular Entrance or Alley where one Tschonoski Crabapple (Malus Tschonoski) tree shall be planted in each tree well on 2700 West. One Musashimo Zelcova (Zelcova Serrata Musashino) tree of a minimum size 2" caliper shall be planted in each tree well on 3500 South.

c. On 2700 West, Street lights shall be installed at an average interval of 110' and shall conform to the City's adopted Engineering Standards.

(2) *Building Standards.*

a. There is no minimum Building setback. The maximum Building setback shall be 15'. A Building shall not project into the public Right-of-way except as provided in subsection (d) below.

b. For each Lot, the Building(s) shall be built within 0' to 15' of the front property line

for at least 50% of the Lot's Street Frontage. The remaining 50% of the Street Frontage may be utilized for pedestrian areas such as outdoor seating and plazas, parking as described in subsection (3)(a) below, or for access to the space behind the Building. The front Building Façade may include jogs of not more than two feet in depth to allow for architectural relief. For Corner Lots, the length of the Building Street Frontage along one Street can be less than the minimum required as long as the total Building Street Frontage required is not reduced.

c. Ground floor Street facing Façades may include awnings, trellises, roof overhangs and/or covered Entrances.

d. Balconies, awnings, horizontal overhead trellises, roof overhangs, covered Entrances and bay windows may project into the public Right-of-way a maximum of 5'. Such features, excluding supporting columns or posts, must maintain a minimum clear height of 8' from the Sidewalk.

e. Roofs and roof mounted equipment shall be screened through the Use of a Parapet wall. Pitched roofs are prohibited unless the ridgeline of the roof is perpendicular to the front Façade or the edge of the eaves is setback at least 5' from the ground floor front Façade.

f. Street facing Façades should vary in design from neighboring Buildings. Also, design variation is encouraged on Street facing Façades of larger Buildings with wide Street Frontage.

g. Transparent Fenestration on ground floor Street facing Façades shall comprise at least 60% of the Façade (measured as a percentage of the Façade that is between 3 and 9 feet above the fronting Sidewalk).

(3) *Yard Space and Parking.*

a. No parking shall be allowed between the front of the Building and the Sidewalk except for Retail Anchors. Retail Anchors may utilize parking between the front of the Building and the Sidewalk if Pad Sites are developed along at least 50% of the Street Frontage. When parking is placed to the side of a Building and will be visible from the Street, a 2' tall hedge and/or ~~masonry screen wall~~ Masonry Wall shall be installed within a 10' landscaped area between the parking area and the Sidewalk.

b. Where possible, parking areas between and access to properties shall be connected to

allow shared parking and shared access.

c. Where drive-through windows are needed, they shall be placed to the rear of the Building without drive-through lanes placed in front of Buildings.

(4) Only the following types of signs are allowed:

a. Monument signs as defined in Section 11-5-104.

b. Wall signs. The area limitation for wall signs on Building or Structure Façades shall be 15% of the first Story Façade and 5% of any other Façade.

c. One blade sign is allowed per business. Blade signs shall be installed perpendicular to the Building Façade no more than 18 inches vertical by 3' horizontal and a minimum 9' clear height above the Sidewalk.

d. Miscellaneous signs as defined in Section 11-5-102.

(5) Buildings that include residential Use must also include at least the ground floor as office or retail Use.

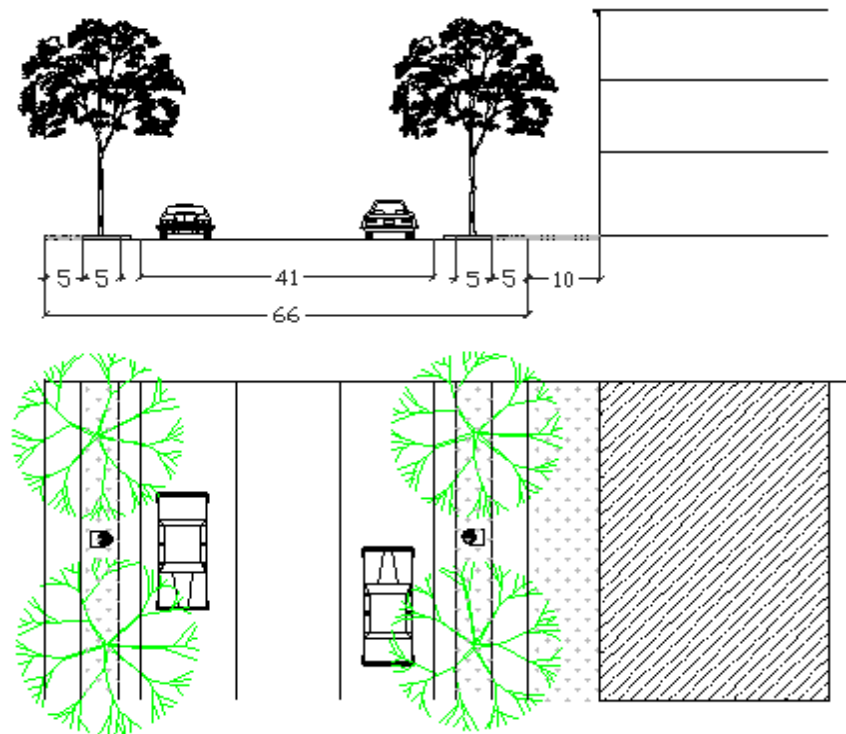
#### **7-6-409. SPECIFIC REQUIREMENTS – 3650 SOUTH.**

The following requirements are applicable to properties in the City Center Zone fronting on 3650 South:

(1) *Streetscape*.

a. Street improvements shall be installed and dedicated according to Figure 4. These improvements include two 12' travel lanes, one 14' left turn median lane, curb and gutter, 5' park strips, 5' Sidewalks, Street trees and Street lights. At the time of Development, the developer is only responsible for the installation and dedication of Street improvements on the side(s) of the Street being developed.

**Figure 4.**



b. Crimean Linden (*Tilia Euchloro*) trees of a minimum size 2" caliper shall be planted in the park strip an average of thirty feet apart.

c. Street lights shall be installed at an average interval of 180' with a minimum separation of 170' and a maximum separation of 190' and shall conform to City adopted Engineering Standards.

(2) *Building Standards.*

a. The minimum Front Yard setback shall be 10'. The maximum Front Yard setback shall be 20'.

b. For each Lot, the Building(s) shall be built within 10' to 20' of the front property line for at least 50% of the Lot's Street Frontage. For Corner Lots, the length of the Building Street Frontage along one Street can be less than the minimum required as long as the total Building Street Frontage required is not reduced.

c. Transparent Fenestration on ground floor Street facing Façades with office Uses shall comprise at least 60% of the Façade (measured as a percentage of the Façade that is between 3 and 9 feet above the fronting Sidewalk).

d. Street facing Façades shall vary in design from neighboring Buildings.



(3) *Yard Space and Parking.*

a. All areas between the front of the Building and the Sidewalk shall be landscaped.

b. No parking shall be allowed between the front of the Building and the Sidewalk. When parking is placed to the side of a Building and will be visible from the Street, a 2' tall hedge and/or ~~masonry screen wall~~ Masonry Wall and 10' of Landscaping shall be installed directly adjacent to the Sidewalk.

(4) Only the following types of signs are allowed:

a. Monument signs as defined in Section 11-5-104 for all Uses.

b. *Wall signs for community and office Uses only.* The area limitation for wall signs on Building or Structure Façades shall be 10% of the first Story Façade and 5% of any other Façade.

c. Miscellaneous signs as defined in Section 11-5-102.

(5) Only residential Uses, Community Uses, office Uses, and Home Occupations are allowed.

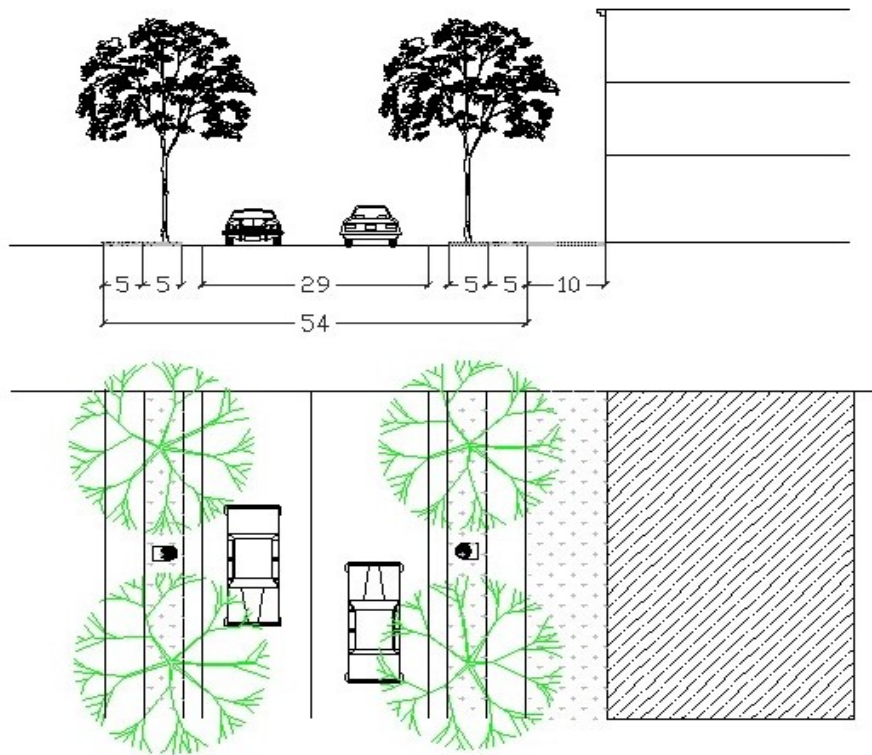
**7-6-410. SPECIFIC REQUIREMENTS – WEIGH STATION ROAD AND THREE MILL LANE.**

The following requirements are applicable to properties in the City Center Zone fronting on Weigh Station Road or Three Mill Lane:

(1) *Streetscape.*

a. Street improvements shall be installed and dedicated according to Figure 5 below. These improvements include 29' of pavement, curb and gutter, 5' park strips, 5' Sidewalks, Street trees and Street lights. At the time of Development, the developer is only responsible for the installation and dedication of Street improvements on the side(s) of the Street being developed.

**Figure 5.**



b. On Weigh Station Road, Zelcova Serrata “Green Vase” (Green Vase Zelcova) trees of a minimum size of 2” caliper shall be planted in the park strip an average of twenty-five feet apart. On Three Mill Lane, Pyrus Calleryana “Glen’s Form” (Calley Pear) trees of a minimum size of 2” caliper shall be planted in the park strip an average of twenty-five feet apart.

c. Street lights shall be installed at an average interval of 100' and shall conform to the City’s adopted Engineering Standards.

(2) *Building Standards.*

a. There is no minimum Building setback. The maximum Front Yard setback shall be 10'. A Building shall not project into the public Right-of-way except as provided in subsection (d) below.

b. For each Lot, the Building(s) shall be built within 0' to 10' of the front property line for at least 50% of the Lot’s Street Frontage. For Corner Lots, the length of the Building Street Frontage along one Street can be less than the minimum required as long as the

total Building Street Frontage required is not reduced.

c. Street facing Façades should vary in design from neighboring Buildings. Also, design variation is encouraged on Street facing Façades of larger Buildings with wide Street Frontage.

d. Balconies, awnings, horizontal overhead trellises, roof overhangs, covered Entrances and bay windows may project into the public Right-of-way a maximum of 5'. Such features, excluding supporting columns or posts, must maintain a minimum clear height of 8' from the Sidewalk.

(3) *Yard Space and Parking.*

a. All areas between the front of the Building and the Sidewalk shall be landscaped.

b. No parking shall be allowed between the front of the Building and the Sidewalk. When parking is placed to the side or rear of a Building and will be visible from the Street, a 2' tall hedge and/or ~~masonry screen wall~~ Masonry Wall and a minimum of 5' of Landscaping shall be installed directly adjacent to the Sidewalk.

(4) Only the following types of signs are allowed:

a. Monument signs as defined in Section 11-5-104 for all Uses.

b. *Wall signs for community, office and health services Uses only.* The area limitation for wall signs on Building or Structure Façades shall be 10% of the first Story Façade and 5% of any other Façade.

c. Miscellaneous signs as defined in Section 11-5-102.

(5) Only residential Uses, Community Uses, office Uses, and Home Occupations are allowed.

**7-7-111. FAST FOOD ESTABLISHMENTS WITH DRIVE-UP WINDOWS.**

(1) Where stacking areas for drive-up windows are located along Street facing Façades of a Fast Food Establishment, a ~~three-foot-tall masonry screen wall~~ Masonry Wall or three foot landscaped berm shall be installed along the stacking areas.

(2) Where Fast Food Establishments with drive-up windows are located adjacent to a Residential Zone or Use, the order board, speakers, and pick-up window shall be located at least 50' from the nearest residential property line and any sound emitting from the order board, speakers, and pickup window shall not be audible from the nearest residential property

line between 10 PM and 7 AM.

**7-7-119. OUTSIDE STORAGE.**

(1) Outside Storage is prohibited in all areas designated or required for Building setbacks, off-Street parking, maneuvering, loading, or Landscaping.

(2) Landscaped areas that are not required by this Title or as a condition of approval may be used for Outside Storage if the Landscaping is replaced with an appropriate surface.

(3) All Outside Storage areas shall be screened from public view. The Planning Commission shall require such screening by means of fencing, Landscaping, Building placement, topography, berming, or other appropriate method.

(4) Outside Storage that occurs on property adjacent to a High-Image Arterial Street as listed in Section 7-10-102 shall be screened from public view by means of a building or a ~~precast concrete wall~~ a Masonry Wall meeting the requirements in Section 7-2-114 and having a minimum height of six feet. ~~Where a precast concrete wall is used for screening along a High-Image Arterial Street, the wall pattern shall be Ashlar Slate, the base paint color shall be Balanced Beige (Sherwin Williams 7037), and the sponge color shall be Smokehouse (Sherwin Williams 7040).~~ The Planning Commission may require the height of the ~~precast concrete wall~~ Masonry Wall to be eight feet to effectively screen the storage of items that exceed six feet in height.

(5) The Planning Commission may waive screening requirements when, due to changes in topography or the distance of Outside Storage areas from Rights-of-way, screening techniques would not be effective.

(6) All Outside Storage areas shall be surfaced appropriately. The Planning Commission shall evaluate the proper surfacing material during the Conditional Use process.

**7-7-302. STANDARDS.**

(1) All Vehicle Recycling Facilities and Towing and Impound Yards shall be surrounded by an 8-foot solid visual barrier Fence for all Frontages along a public Street. An 8-foot visual barrier Fence is required on the exterior property lines except that the common boundary with another Vehicle Recycling Facility or Towing and Impound Yard may be marked with a chain link barrier Fence. The Fence must completely screen the vehicle storage area from view from other properties. These visual barriers may be increased in style, height or durability as

determined by the Planning Commission. The visual barrier shall be painted or constructed of one color and material providing a consistent appearance. Notwithstanding the above requirements, parking areas for customers, employees, and vehicle sales are not required to be behind a visual barrier Fence.

(2) All Vehicle Recycling Facilities and Towing and Impound Yards shall hard surface the entire vehicle storage parking and maneuvering areas with concrete, asphalt or approved engineered dustless surface.

(3) All Vehicle Recycling Facilities and Towing and Impound Yards shall be located on a properly drained site that is properly graded to ensure rapid drainage and to ensure that the site remains free from stagnant pools of water. Properties shall provide a site drainage plan and grading plan with adequate facilities to dispose of any runoff and any contaminants by a method that is approved by the West Valley City Public Works Department.

(4) All Vehicle Recycling Facilities and Towing and Impound Yards shall provide the City with a fluid drainage and disposal plan that complies with all federal, state and local standards.

(5) The construction or operation of the Vehicle Recycling Facility or Towing and Impound Yard shall not add to the contamination of the soil, alter ground water flow, create additional drainage runoff or alter topography in such a way that creates hazards to the proposed site, adjoining properties, or the City.

(6) Vehicle Recycling Facilities shall construct and maintain a permanent Primary Building. ~~Primary Buildings shall be constructed of masonry along the Street facing Façade. Secondary storage Buildings may be constructed of other materials as approved by the Planning Commission.~~

(7) Permanent Landscaping shall be designed and installed that complies with the requirements of the underlying zone and the landscape standards as outlined in Chapter 7-10. No vehicles shall be parked or displayed within the areas designated for Landscaping.

(8) Customer parking must be separate from the vehicle storage area and accessible from the public road without being restricted with Fences or gates. Any operable licensed vehicles being displayed for sale shall be located in a separate designated area and are not required to be screened with a visual barrier.

(9) Vehicle Recycling Facilities and Towing and Impound Yards shall provide a vehicle parking plan that demonstrates that the stored vehicles or partial vehicles are stored in a unified

organized manner. A minimum of a 20-foot wide drive access way with a 44' wide outside turning radius shall be provided between every two rows of vehicles to facilitate emergency vehicles and tow vehicles. When fire hydrants are provided at the access ways, the width of the road shall be 28-feet wide for a minimum of 20' on both sides of the fire hydrant.

(10) Vehicles shall not be stacked. Only one vehicle height shall be permitted within the vehicle storage areas. An area may be designated for vehicles awaiting removal from the Yard which are crushed (flattened) vehicles and may be stacked to a height no greater than the height of the adjoining screen Fence. Stacked crushed vehicles can exceed the height of the adjoining Fence by one-foot for every twenty feet of setback from the property line. If the vehicle stacking exceeds the eight-foot height and is within one hundred fifty feet of a public Street, additional screening shall include 1 3/4" - 2" caliper trees spaced no more than twenty-five feet apart maintained with an adequate watering system.

(11) Vehicle staging areas shall be provided outside of the public accessible areas where vehicles are loaded or unloaded. No loading or unloading or storage of any vehicles is permitted within the public Right-of-way or within the customer parking lot.

(12) Vehicle Recycling Facilities and Towing and Impound Yards shall not allow objectionable smoke, noise, odors, or other adverse impacts on adjoining properties or the City. No burning of any waste materials is permitted unless it is a part of an approved contained heat system specifically for reuse of waste materials.

(13) All grounds and Buildings shall be maintained free of insect and rodent harborage and infestation. Vehicle Recycling Facilities and Towing and Impound Yards shall be maintained free of organic waste, or inappropriately stored flammable materials. Materials that are customary to the business shall be stored in accordance with applicable laws.

(14) Adequate facilities and infrastructure shall be provided for fire protection as determined by applicable law. Fire extinguishers shall be kept within the Buildings and storage Yard location as deemed necessary and shall be maintained in good operating condition. A pressurized water system is required to serve the Vehicle Recycling Facilities and Towing and Impound Yards in order to provide adequate fire protection and culinary water. Fire hydrants served from this water system shall be installed and maintained in accordance with approved plans and in accordance with the International Fire Code.

(15) All Vehicle Recycling Facilities and Towing and Impound Yards shall be served by a

sanitary sewer system. Connection to these facilities shall be mandatory and no private septic sewer systems are permitted.

(16) No signage shall be permitted on fencing unless explicitly required by state law. Any such signage shall be the minimum size necessary to comply with state requirements.

#### **7-9-112. LANDSCAPING AND SCREENING.**

(1) Parking Lots with five or more spaces must have a minimum of a 20-foot wide landscape strip in all yards adjacent to any Street. Side Yards adjacent to a Street may reduce the landscape strip to 10 feet if they incorporate a 3-foot high ~~masonry screen wall~~ Masonry Wall with the Landscaping sloping upward to the top of the wall. 20-foot wide landscape strips shall incorporate a berm with a minimum elevation of three feet above the Parking Lot. Exterior perimeters of the Parking Lot, which are not adjacent to a Street, shall have a minimum of a five-foot wide Landscaping strip. Parking Lots adjacent to an Agricultural Zone or Residential Use or Zone shall have a minimum of a 10-foot wide landscape strip.

(2) The Planning Commission may consider alternatives to the berming requirement as a Conditional Use on properties of at least ten (10) acres. This provision applies only to properties in the Manufacturing (M) zone and only on interior Streets within the Development, not on any High-Image Arterial Streets as defined in Chapter 7-10. If berming requirements are so modified, screening for adjacent Parking Lots shall be required using a combination of hedges, shrubs, trees, landscape boulders, screen walls and similar devices.

(3) At least 15 square feet of Landscaping for each Parking Space shall be provided within the interior of all off-Street parking areas. Such Landscaping shall be dispersed throughout the interior of the parking area. For parking areas with 20 or more total Parking Spaces in a double-loaded aisle, Landscaping shall include at least a 5' x 36' landscape area with two trees at each end of the aisle. For parking areas with 28 or more total Parking Spaces in a double-loaded aisle, Landscaping shall include at least a 5' x 36' landscape area with two trees at each end of the aisle and incorporate one of the four options below (Figure 7.1):

- a. 5' x 5' landscape diamonds (measured along each side of the diamond) placed no more than 7 Parking Spaces apart;
- b. 5' x 36' landscape areas with two trees placed 10 Parking Spaces apart;
- c. a 5' landscaped median with trees planted 40' apart; or

d. Other similar designs that disperse Landscaping throughout the parking area and are acceptable to City staff.

(4) All landscaped areas shall consist of at least 50% live plant materials and be serviced by a permanent underground irrigation system. The remaining 50% may include mineral or nonliving organic permeable material. Landscape areas that are less than 8 feet wide shall utilize drip or bubbler irrigation and shall not include sod. Trees shall be planted in the landscape areas at a minimum ratio of one tree per 300 square feet of gross landscape area. Where trees are required, four shrubs per tree shall also be required. Trees shall be a minimum size of 1.5" caliper and shrubs shall be a minimum size of 1 gallon.

(5) Where any Parking Lot of five or more spaces borders an Agricultural Zone or Residential Use or Zone, a six-foot-~~tall concrete or masonry wall~~ Masonry Wall and landscape buffer shall be installed in accordance with the following requirements:

a. The wall shall be constructed concurrently with the foundation of the first Building on the Lot.

b. The six-foot height requirement shall be measured from the Grade of the higher Lot to the top of the screen wall.

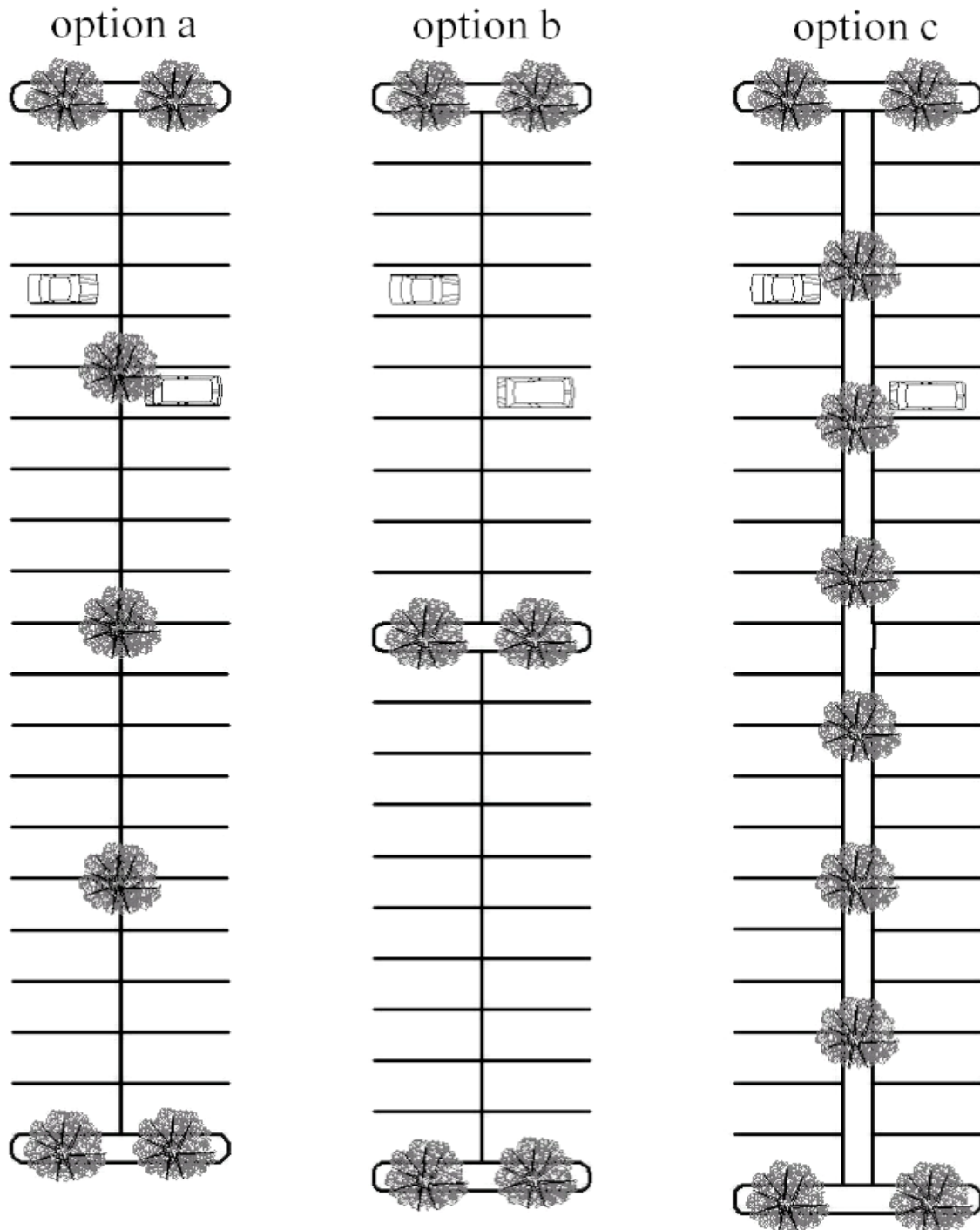
c. When future Commercial Use of the neighboring residential property is recommended in the General Plan, a waiver or substitution for the wall requirement may be approved by the Planning Commission for Conditional Uses or the Zoning Administrator for Permitted Uses.

i. If a substitution would allow visibility into a neighboring residential property, the substitution shall not be approved unless the Owner of the residential property records a deed restriction against his or her property in a form acceptable to the City Attorney's Office prohibiting the installation of a solid Fence.

ii. Substitutions permitting visibility into a neighboring residential property shall be constructed with six-foot-~~tall~~ powder coated ornamental aluminum alloy or similar non-rusting product.



Figure 7.1



**7-11-209. GENERAL REQUIREMENTS.**

- (1) Any previously occupied dwelling which is to be moved from an existing location to a Lot within West Valley City shall be inspected by the Chief Building Official of West Valley

City, or his/her designated representative, prior to the move to insure that it meets applicable building codes.

(2) Final grading of individual Lots shall be performed in such a way that excess water shall be contained entirely on the site or directed to an improved Street or directed to an approved drainage inlet, drainage channel or drainage easement. Excess water shall not be allowed to drain onto adjacent private property unless approved as part of an overall system, as reflected in the Subdivision approval or otherwise. In order to more effectively direct storm runoff rain gutters shall be installed on all eaves of new dwellings.

(3) In order to allow double driveways, and to allow hard-surface access to the Rear Yard, up to, but not more than, 40 percent of a Front Yard may be paved. Lots with Two Unit Dwellings, Twin Home Lots, Cul-de-sacs, or Lots on major Streets needing circular driveways may increase the hard-surface percent to 50 percent.

~~(4) Lots with double Frontage adjacent to a Street with 80 feet or more Right-of-way, as defined in the Major Street Plan, shall have a solid, six-foot-tall masonry wall set back at least 10 feet from the closest edge of the Sidewalk.~~

(5) All dwellings shall meet any additional state or federal requirements to be classified and taxed as real property.

#### **7-11-302. APPLICABILITY.**

(1) The standards of this Part are applicable to Commercial and office Buildings and projects in the Business/Research Park (BRP), Mixed Use (MXD), Residential Business (RB), Residential Multi-Unit (RM), Neighborhood Commercial (C-1), General Commercial (C-2), Transitional Commercial (C-3), Light Industrial (LI), and Manufacturing (M) Zoning districts and Commercial components of Planned Unit Developments (PUD's). The standards of this Part are applicable to Buildings and projects for sexually-oriented businesses and Vehicle Recycling Facilities. Unless otherwise stated in this Section, Churches, greenhouses, Warehouses and Uses allowed only in the M or LI zones are specifically excluded.

(2) The standards of this Part are applicable to new Development, redevelopment, or additions to existing Buildings that increase the gross floor area by more than fifty percent.

**7-11-307. CONNECTING THE SITE WITH SURROUNDINGS.**

At least two of the following transitions shall be required when new Commercial Buildings are proposed on a site that is adjacent to a Residential Zone or Use:

- (1) The Commercial Building Height shall be similar to the adjacent residential Building Height;
- (2) The Commercial Building roof form shall be similar to the adjacent residential roof form;
- (3) The Commercial Building shall include additional treatments beyond the minimums required by this Chapter;
- (4) The minimum required Building setback shall be increased by 50%; and
- (5) The required ~~masonry screen wall~~ Masonry Wall height shall be increased from 6 feet to 8 feet.

**7-11-308. BUILDING MATERIALS.**

- (1) No more than 50% of any exterior wall of a Commercial Building exterior can be metal except as provided in (3) below.
- (2) At least 50% of the Primary Façade of any Commercial Building must be masonry. All other Façades of the Building must be 35% masonry. For the purposes of this section, masonry shall include stucco, EIFS, stone, fiber cement siding, architectural concrete, brick and concrete block that is colored, painted or textured. ~~Unfinished or gray concrete block is excluded.~~ At the discretion of the Planning Commission, other comparable materials may be considered as masonry.
- (3) Commercial Buildings that exceed the Building relief, Building design and roof treatment minimum standards listed below by at least one treatment per section may use more than 50% metal or less than required masonry.

**7-11-316. SCREENING.**

- (1) All roof mounted mechanical equipment shall be screened using a Parapet that is tall enough to block the view of the equipment from Grade a minimum of 100 linear feet from the primary and secondary sides of the Building.
- (2) All mechanical equipment not located on the roof of a Building, including heating and

air conditioning units, shall be completely screened from surrounding properties by use of a ~~concrete or masonry wall~~ Masonry Wall, Landscaping, or shall be enclosed within a Building.

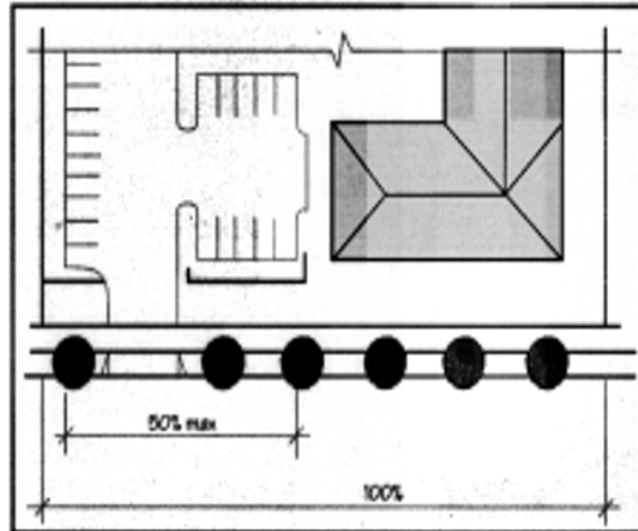
(3) Mechanical equipment and refuse storage containers are required to be shown on the Building elevations and/or on the Site Plan at the time of Permitted or Conditional Use review.

#### **7-11-404. GENERAL REQUIREMENTS.**

All Developments with multi-unit residential Buildings shall meet the following standards:

(1) Except for stairways leading to the first level of a Building, exterior stairways shall only be used on Secondary Façades to access decks on the second level of the Building.

(2) Off-Street parking areas shall not comprise more than 50 percent of the elements along a Development's Street Frontage.



(3) All Façades of a Building shall be built with consistent architectural style, detail and trim features of the Primary Façade. Accessory Buildings such as clubhouses and garages shall be built with similar colors, materials and architectural features as the multi-unit residential Buildings within the same Development.

(4) In residential Developments with more than four Buildings with Dwelling Units, the architectural features shall vary between Buildings using different treatments from Sections 7-11-406, 7-11-407, 7-11-408, 7-11-409, 7-11-410, 7-11-411, and/or other Building variations as determined by the Planning Commission.

(5) All mechanical equipment shall be screened from view through the Use of solid visual barrier fencing or Landscaping. Screening of utility meters is encouraged.

(6) Trash dumpsters shall be completely screened from surrounding properties by use of a ~~concrete or masonry wall~~ Masonry Wall or shall be enclosed within a Building. Trash dumpsters shall be located at least 20 feet from any adjacent residential property line and at least 20 feet from any Dwelling Unit.

(7) All multi-unit residential Developments shall include washer and dryer hook-ups for each Dwelling Unit .

(8) Each Dwelling Unit shall have its own kitchen and bathroom.

(9) All Dwelling Units that are stacked on top of each other shall have at least one Parking Space in a garage per Dwelling Unit. All Dwelling Units that are attached to the side of each other including Townhomes shall have a two-car garage with minimum interior dimensions of 20 feet by 20 feet for each Dwelling Unit. The 20 feet by 20 feet interior garage space shall be clear of obstructions such as stairs, water heaters, or structural appendages like columns.

(10) Each Dwelling Unit shall have its own patio or balcony of at least 60 square feet. Patios and balconies shall be kept neat and orderly at all times. Nothing shall be kept, stored, or left on balconies except for patio furniture that is designed and constructed for outdoor use and living and well maintained potted plants. Patio furniture may include tables and chairs and must be constructed primarily of metal, glass, or wood. Patio furniture primarily constructed of plastic, resin, or similar materials is not permitted. Sunshades and hanging fabrics are not permitted. Bathing suits, brooms, mops, rugs, clothing, towels, or similar materials may not be hung on balconies.

(11) The minimum Dwelling Unit sizes for multi-unit residential Dwelling Units that are stacked on top of each other shall be as follows:

- a. Four hundred square feet for a Studio unit;
- b. Six hundred square feet for a one-bedroom unit;
- c. Eight hundred fifty square feet for a two-bedroom unit;
- d. One thousand one hundred square feet for a three-bedroom unit; and
- e. One thousand three hundred square feet for a four-bedroom unit or larger.

(12) The minimum Dwelling Unit sizes for multi-unit residential Dwelling Units that are attached to the side of each other shall be as follows:

- a. Eight hundred square feet for a one-bedroom unit;
- b. One thousand one hundred square feet for a two-bedroom unit;

- c. One thousand four hundred square feet for a three-bedroom unit; and  
d. One thousand seven hundred square feet for a four-bedroom unit or larger.

(13) All rental developments with 50 or more units shall provide on-site management.

(14) All rental Buildings shall have controlled access. For the purpose of this Section, controlled access means a system to limit Building access to tenants and their guests.

(15) All rental Buildings shall include security cameras at all Building entrances.

(16) All Buildings with four or more levels shall include an elevator(s). All Buildings with three levels that include 50 or more units shall include an elevator(s).

(17) All Developments shall include an entry feature.

(18) All parking shall be made available free of charge.

#### **7-11-405. BUILDING MATERIALS.**

All multi-unit residential Building exteriors shall be brick, stucco, EIFS, stone, ceramic tile, faux wood composites, architectural metal panels/siding that is used only as a veneer and not as structural sheathing or sheathing, or fiber cement siding. With the exception of brick or stone which may be used on the entire Building exterior, no single material shall comprise more than 60 percent of a Building's exterior. Where stucco, EIFS, ceramic tile, faux wood composites, architectural metal panels/siding or fiber cement siding are used, at least 20 percent of the Building's exterior shall be brick or stone. Corrugated metal and metal panels/siding with exposed fasteners are prohibited on Building exteriors. Wood and vinyl may be used as trim, soffits and/or accent materials only.

#### **7-13-705. STREETS.**

(1) All Streets shall be designated and constructed with the appropriate Street classification requirements specified in the Transportation and Public Ways Ordinance. Additional Right-of-way and pavement widths may be required to accommodate bike lanes as shown on the West Valley City Bike Plan. The PUD Primary Street may only be used for Townhomes or Condominiums that are attached to the side of each other. The PUD Secondary Street may only be used to serve the backs of Townhomes or Condominiums that are attached to the side of each other where sidewalks are provided within common areas.

#### **STREET CLASSIFICATION**

<b>Minimum Requirements</b>	<b>Freeway</b>	<b>Major Arterial</b>	<b>Minor Arterial</b>	<b>Collector</b>	<b>Minor Collector</b>	<b>Minor Street</b>	<b>PUD Primary Street</b>	<b>PUD Secondary Street</b>
Right-of-way Width	200+ ft.	106 ft.	80 ft.	66 ft.	60 ft.	54 ft.	44 ft.	34 ft.
Pavement	175+ ft.	81 ft.	55 ft.	41 ft.	35 ft.	29 ft.	29 ft.	29 ft.

(2) Where the potential impacts on the existing Street systems are considered to be great, or in the case of unique circumstances concerning access, topography or Street layout, a Transportation Planning/Engineering Study may be required.

(3) The following principles shall govern Street names in a Subdivision:

a. Each Street which is a continuation of, or an approximate continuation of, any existing dedicated Street shall be given the name of such existing Street. When any Street forms a portion of a proposed Street previously ordered by the City Council to be surveyed, opened, widened or improved, the Street shall be given the name established in said Council order.

b. The names of newly created Streets of a noncontinuous or noncontiguous nature shall not duplicate or nearly duplicate the name of any Streets in the City or in the incorporated or unincorporated areas of Salt Lake County.

c. The words "Street," "Avenue," "Boulevard," "Place," "Way," "Court," or other designation of any Street shall be spelled out in full on the plat and shall be subject to approval by the Planning Commission. Any Street name incorporating one of the terms used above shall conform to the definition of that term as specified in the Transportation and Public Ways Ordinance. Any named Street shall also have the proper south or west coordinate as approved by the Public Works Department.

(4) Street patterns in the Subdivision shall be in conformity with the plan for the most advantageous Development of adjoining areas and the entire neighborhood or district. The following principles shall be observed:

a. Where appropriate to the design and terrain, proposed Streets shall be continuous and in alignment with existing planned or platted Streets with which they are to connect.

b. Proposed Streets shall be extended to the boundary lines of the land to be subdivided,

unless prevented by topography or other physical conditions, or unless, in the opinion of the Planning Commission, such extension is not desirable for the coordination of the Subdivision with the existing layout or the most advantageous future Development of adjacent tracts.

c. Dead-end Streets, intended as access to future Development parcels, shall be a maximum of one Lot depth in length. With Planning Commission approval, any dead-end Streets longer than one Lot depth shall have a minimum of a 40-foot radius temporary turnaround area with an all-weather surface and shall not exceed West Valley City engineering standards as established by the Public Works Department; provided, however, that the Street length shall be acceptable to the Planning Commission. Any Street exceeding West Valley City engineering standards for single-access Street length shall have at least two points of independent access.

d. Whenever a dead-end Street is terminated at the boundary of property to be subdivided, the Street shall be extended and incorporated into the design of the Subdivision, unless the City shall determine that:

i. Extension of the dead-end Street is not necessary for either the harmonious flow of traffic in the neighborhood and district, or to adequately provide water and sewer services, and storm drainage.

ii. If it is determined that extension of the road is not necessary, the road shall be terminated with a Cul-de-sac as approved by the Public Works Department.

e. Proposed Streets shall intersect one another as nearly at right angles as topography and other limiting factors of good design permit. "T" intersections rather than "cross" intersections shall be used wherever possible for local Streets.

f. Excessively long and straight connecting local residential Streets, conducive to high speed traffic, shall be prohibited according to the Planning Commission's judgment.

g. Cul-de-sacs shall not exceed West Valley City engineering standards as established by the Public Works Department; provided, however, that the Cul-de-sac length shall be acceptable to the Planning Commission. Cul-de-sacs are discouraged except where no other Development options exist. Driveways, mailboxes, fire hydrants, or any other obstruction at the terminal of a Cul-de-sac shall be designed in such a way as to provide an area for the piling of snow.



(5) Subdivisions adjacent to Arterials and Freeways shall be designed as specified in the Major Street Plan and as determined by the Planning Commission. The following principles and standards shall be observed:

a. Street design shall have the purpose of making adjacent Lots, if for residential Use, desirable for such Use by cushioning the impact of heavy traffic and of minimizing the interference with traffic on Arterials. The number of intersecting Streets and driveways along Arterials shall be held to a minimum.

b. Design of Lots abutting Arterial Streets shall conform to one of the following alternatives as determined by the Planning Commission:

i. Lots may be platted on a semicircular bulb extending from the Arterial toward the Subdivision. The bulb shall be designed to accommodate one-way traffic with counter-clockwise circulation. Lots so platted shall conform to the design standards for Cul-de-sac Lots within the zone where the Subdivision is located, except that the minimum depth of such Lots shall be 110 feet.

ii. Lots shall be platted along a Frontage Street which is separated from the Arterial Street by at least 10 feet of permanent Landscaping, subject to approval by the Planning Commission. Frontage roads shall enter Arterials by means of intersections, designed with turning and stacking capacity adequate for the traffic volume as estimated by the Planning Commission.

iii. Double Frontage Lots shall be platted with a minimum depth of 120 feet. The minimum width of such Lots shall be consistent with that required of the zone. Access shall not be allowed from double Frontage Lots directly onto Arterial Streets. In cases where homes are sited on double Frontage Lots with the Rear Yard adjacent to the Arterial, a six-foot-tall Masonry Wall meeting the requirements in Section 7-2-114 ~~wall meeting one of the following standards~~ shall be constructed abutting the Sidewalk.

~~1. A six-foot-high solid decorative concrete or masonry wall; or~~

~~2. Other wall designs, as proposed by the developer, may be considered by the Planning Commission.~~

~~The type of wall shall be determined by the Planning Commission during the Preliminary Plat approval process, and the type of wall required shall be a~~

condition of Preliminary Plat approval. Once the wall is installed by the developer and approved by the City in accordance with Subdivision requirements, the entire wall shall be maintained by the property Owner for that portion affecting their Lot. For private Developments, the Homeowner's Association shall be responsible for maintenance of the wall. Walls adjacent to I-215, Mountain View Corridor, and Bangerter Highway are excluded from this provision. ~~The wall shall be consistent throughout the Subdivision.~~ On double Frontage Lots with walls in the Rear Yard, two trees shall be planted spaced 30 feet on center. The trees shall be placed such that when mature, the Canopy will overhang the wall. A minimum of five feet of Landscaping shall be installed between the wall and the Sidewalk and shall be maintained by the Homeowner's Association.

iv. Lots may be platted on Cul-de-sacs extending toward an Arterial from a minor collector within the Subdivision. When such Lots are platted on Cul-de-sacs, the standards listed in subsection (5)(b)(ii) above shall apply.

~~v. At the Planning Commission's discretion, and in instances where the Planning Commission shall find that a masonry wall is unnecessary to mitigate noise, traffic, aesthetic, and/or public safety or other concerns, a solid visual barrier of materials other than masonry may be permitted on double Frontage Lots.~~

vi. On Lots with available access only onto an Arterial, a circular drive or some other type of vehicular maneuvering area shall be provided to enable vehicles to enter traffic moving forward rather than backing. The minimum depth of such Lots shall be 120 feet and the minimum width shall be 85 feet.

vii. When a design for a residential Subdivision creates Lots adjacent to an existing or proposed state Freeway, expressway, or highway in areas where high noise levels can be expected, a noise barrier meeting Utah Department of Transportation standards for noise attenuation is required.

c. When any Lot borders an Arterial, the Subdivider may be required to execute and deliver to the City an instrument, deemed sufficient by the City Attorney's Office, prohibiting the right of ingress and egress from the Arterial to the Lot, and a legal document sufficient to guarantee maintenance of Landscaping. The Subdivider shall also

be required to install such paving as necessary to construct the Arterial or to bring the Arterial up to standard width and shall install curb, gutter and Sidewalk along the Arterial. However, the City may waive the requirement to install Sidewalk, if it finds it unnecessary.

**7-13-712. SUBDIVISIONS IN THE RE ZONE AND AGRICULTURAL ZONES.**

The following requirements shall apply to Subdivisions in the RE zone and Agricultural Zones:

(1) All Subdivisions in the RE zone and Agricultural Zones shall meet the following requirements:

- a. Only Single Unit Dwellings shall be permitted in the Subdivision;
- b. If ~~masonry walls~~ Masonry Walls are required pursuant to this Title, a homeowner's association shall be established to maintain Landscaping between ~~masonry walls~~ Masonry Walls and Sidewalks;
- c. When a new street is constructed, an entry feature shall be constructed as follows:
  - i. The entry feature shall incorporate the name or logo of the Development;
  - ii. The entry feature shall use brick or stone in the design; and
  - iii. The entry feature shall include at least 50 square feet of Landscaping;
- d. All Streets shall include traffic calming features;
- e. Front Yard setbacks shall vary by at least two feet between adjacent homes while still meeting all minimum setback requirements; and
- f. All required Landscaping shall be installed for park strips, common areas, and spaces between ~~masonry walls~~ Masonry Walls and Sidewalks on or before the issuance of the certificate of occupancy for half of the homes within the Development.

(2) All PUDs in the RE zone shall meet the following requirements:

- a. Only Single Unit Dwellings shall be permitted in the PUD;
- b. A homeowner's association shall be established to maintain Landscaping, parking areas, and other common features;
- c. When a street is constructed, an entry feature shall be constructed as follows:
  - i. The entry feature shall incorporate the name or logo of the Development;
  - ii. The entry feature shall use brick or stone in the design; and
  - iii. The entry feature shall include at least 50 square feet of Landscaping;

- d. All Streets shall include traffic calming features;
- e. Front Yard setbacks shall vary by at least two feet between adjacent homes while still meeting all minimum setback requirements;
- f. A trail system shall be constructed to provide access to, through, and between common areas and adjoining amenities;
- g. A minimum of 20 percent common Recreation Space shall be included;
- h. Unique Streetscapes shall be constructed, including specialty lighting, eight-foot-wide park strips, and narrow Street widths;
- i. All required Landscaping shall be installed for park strips, common areas, and spaces between ~~masonry walls~~ Masonry Walls and Sidewalks on or before the issuance of the certificate of occupancy for half of the homes within the Development;
- j. Amenities appropriate to the size of the PUD shall be constructed, with options including but not limited to a clubhouse, community garden, swimming pool, playground, park, water feature, sport court, or picnic area.

**7-14-102. DEVELOPMENT STANDARDS.**

In addition to all other applicable requirements, Development within the Decker Lake Station Overlay Zone shall meet the following standards:

(1) Architecture:

- ~~a. No Building exterior shall be comprised of only sheet metal or concrete.~~
- ~~ba.~~ ba. All Building elevations shall be designed such that there is equal emphasis on all sides of the Building. No Building side shall appear neglected or downgraded from the other Building sides regardless of visibility.
- ~~c. Accessory Buildings shall be compatible with the Primary Buildings on the site in terms of color, materials and architectural features.~~
- ~~d. Building materials and colors shall complement the Maverik Center.~~
- ~~eb.~~ eb. Retail and Restaurant Buildings shall include Street side windows and pedestrian leisure spaces.
- ~~fc.~~ fc. Bus shelters are subject to design review to ensure architectural compatibility.
- ~~gd.~~ gd. For Buildings less than 10,000 square feet, no parking shall be allowed between the Street and the Building.

(2) Landscaping:

- a. A three foot tall berm is required within the Landscaping along Decker Lake Drive.
- b. On Decker Lake Drive, Bradford Pear trees of a minimum size of 2" caliper shall be planted within the Front Yard Landscaping an average of thirty feet apart. A different Street tree may be used to emphasize intersections.
- c. On I-215, Flowering Crabapple trees of a minimum size of 2" caliper shall be planted within the adjoining Landscaping an average of thirty feet apart.
- d. Upon approval from UDOT, businesses located adjacent to I-215 shall landscape to the shoulder of the Interstate. This Landscaping may replace the 20 foot minimum width of Landscaping required in the Commercial zone. If UDOT approval is not obtained, the 20 foot minimum width of Landscaping shall apply.
- e. Service and loading areas shall be screened from adjacent businesses, roads and residential areas through the use of Landscaping, walls and/or Fences.

(3) Pedestrian accommodations:

- a. Stamped concrete is required at driveway intersections and at other key pedestrian areas.
- b. The park strip along Decker Lake Drive shall be 6' wide. The Sidewalk along Decker Lake Drive shall be 8' wide. Sites that do not meet these standards shall be brought into compliance when any substantial modification to the site or Structures on the site in which the estimated construction cost exceeds \$50,000 is made.

(4) Signage:

- a. Only monument signs are allowed along Decker Lake Drive.
- b. Directory type monument signs may exceed height and area requirements as outlined in Section 11-4-109 of the West Valley City Code.

**7-14-403. DEVELOPMENT STANDARDS.**

Development within the 5600 West Gateway Overlay Zone shall comply with the following standards:

(1) Architecture

- a. All Building elevations shall be designed such that there is equal emphasis on all sides of the Building. No Building side shall appear neglected or downgraded from the other

Building sides regardless of visibility.

b. Only the following exterior materials shall be allowed on all Street facing Façades of Buildings:

i. Masonry which shall include brick, stone, concrete block that is colored, painted, or textured, stucco or EIFS, fiber cement siding, and architectural concrete;

ii. Architectural metal panels/siding that is used only as a veneer and not as structural sheeting or sheathing;

iii. Ceramic tile;

iv. Faux wood composites; and

v. Other materials that, at the discretion of the Planning Commission, are comparable to the above listed materials.

c. All Buildings shall incorporate Street-side windows.

d. Corrugated metal and metal panels/siding with exposed fasteners are prohibited on all Street facing Façades of Buildings.

(2) *Setbacks*. Front Yard setbacks for Buildings and parking shall be a minimum of 30 feet from the back of curb.

(3) *Signage*. No Billboards are allowed.

**Section 3. Severability.** If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

**Section 4. Effective Date.** This Ordinance shall take effect immediately upon posting in the manner required by law.

1981

1983

1985

1987

1989

**ZT-3-2024 MINUTES**  
**APRIL 10, 2024 PLANNING COMMISSION PUBLIC HEARING**

**ZT-3-2024**  
**West Valley City**

City staff is proposing a zone text change to amend Chapters 7-1, 7-2, 7-6, 7-7, 7-9, 7-11, 7-13, and 7-14 of the zoning ordinance to define the term masonry wall, require a certain type of masonry wall for double frontage lots along arterial streets, and update the standards on exterior building materials. Each of these changes is explained below.

**Defining Masonry Wall**

Throughout the City’s zoning ordinance, there are many references to masonry walls. Staff has seen recent examples of walls made to look like masonry walls but are actually fiberglass, foam, or some other product that isn’t concrete, brick, or stone. For ordinance clarity as well as wall durability and aesthetics, staff is proposing the following definition of masonry wall:

“Masonry Wall” means a solid wall constructed entirely of concrete block that is colored, painted or textured; precast concrete panels and posts; brick; or stone. Masonry Walls constructed of concrete block may be covered with stucco. Walls that include foam, fiber glass, or other materials that are not concrete, brick, or stone shall not be considered Masonry Walls.

This newly defined term would then be used in the following code sections:

- 7-2-114 Fences: New language in this Section refers to masonry wall standards for walls screening outside storage and for double frontage lots along arterial streets.
- 7-2-116 Grade Changes: This Section refers to masonry walls when used as a retaining wall.
- 7-2-118 Refuse Storage Containers Siting Standards: This Section refers to masonry walls that are required for refuse storage container (dumpster) enclosures.
- 7-6-213 Specific Requirements – RE Zone: This Section refers to masonry walls placed along streets within the RE Zone.
- 7-6-303 Generally Applicable Requirements: Section 7-6-303 addresses standards applicable in all commercial and manufacturing zones and covers masonry walls that are required between commercial development and an agricultural zone, residential zone, or residential use.
- 7-6-406 Specific Requirements – Lehman Avenue, 7-6-408 Specific Requirements – Constitution Boulevard and 3500 South, 7-6-409 Specific Requirements – 3650 South, and 7-6-410 Specific Requirements – Weigh Station Road and Three Mill Lane: These Sections address standards along different streets within the City Center (CC) Zone. Masonry walls are mentioned as a way to screen parking areas.



- 7-7-111 Fast Food Establishments with Drive-up Windows: This Section references masonry walls used to screen vehicle stacking areas for drive-up windows.
- 7-7-119 Outside Storage: This Sections refers to masonry walls used to screen outside storage on properties adjacent to a high-image arterial street.
- 7-9-112 Landscaping and Screening: Section 7-9-112 addresses masonry walls used to screen parking adjacent to a street as well as masonry walls used to screen parking adjacent to an agricultural zone, residential zone, or residential use.
- 7-11-307 Connecting the Site with Surroundings: The standards in this Section apply when new commercial buildings are proposed adjacent to a residential zone or use. Taller masonry wall heights are referred to as one method of transitioning between uses.
- 7-11-316 Screening: This Commercial Design Standards Section refers to masonry walls used to screen mechanical equipment.
- 7-11-404 General Requirements: This Multi-Unit Residential Design Standards Section addresses masonry walls used to screen trash dumpsters.
- 7-13-705 Streets: This Section refers to masonry walls used on double frontage lots adjacent to arterial streets (streets with a right-of-way width of 80 feet or more).
- 7-13-712 Subdivisions in the RE Zone and Agricultural Zones: This Section addresses masonry walls used in subdivisions within the RE Zone.

### **Requiring a Certain Type of Masonry Wall for Double Frontage Lots**

For many years, the City’s subdivision ordinance has required masonry walls for double frontage lots along arterial streets. Since no specific masonry wall type or color was specified, a variety of walls have been installed. However, in recent years, the City has installed the same patterned and colored, precast concrete wall along 2700 West, 4100 South, and 4700 South. For consistency, staff is proposing that the same wall type be used for all subdivisions with double frontage lots along arterial streets. This requirement is addressed in Sections 7-2-114 and 7-13-705.

City Installed Wall Along 2700 West	City Installed Wall along 4100 South
	

## Updating the Standards on Exterior Building Materials

The City recently amended the exterior building materials standards in the 5600 West Overlay Zone (Ordinance 23-40). While reviewing this change, the Council asked staff to see if other updates to the City's exterior building materials standards were warranted.

Included with this report are two tables. The first compares the current exterior building materials requirements for the 5600 West Overlay Zone, Commercial Design Standards, Multi-Unit Residential Design Standards, and City Center Zone. The second compares the proposed exterior building material requirements for the same Sections of the Zoning Ordinance. Overall, the intent was to use consistent terms, expand what is considered masonry on commercial buildings, and to allow additional materials in the City Center zone that have been allowed in that zone by development agreement.

Another exterior building materials change was made to Sections 7-7-302 and 7-11-302. Currently, buildings associated with vehicle recycling facilities are required to be constructed of masonry along the street facing façade and are not required to meet the Commercial Design Standards. The proposed change would require vehicle recycling facility buildings to meet the Commercial Design Standards.

### **Staff Alternatives:**

1. Approval. The ordinance should be approved as proposed by staff.
2. Continuance.

**Discussion:** Steve Pastorik presented the application. Chair Fuller asked if there were any questions. No questions were asked.

**Motion:** Commissioner Winters made a motion to approve ZT-3-2024

Commissioner Porter 2<sup>nd</sup> the motion

<b>VOTE:</b>	Commissioner Porter	Yes
	Commissioner Winters	Yes
	Commissioner Lovato	Yes
	Commissioner Woodruff	Yes
	Commissioner McEwen	Yes
	Commissioner Wood	Yes
	Chair Fuller	Yes

**Unanimously – ZT-3-2024 – Approved**

“Masonry Wall” means a solid wall constructed entirely of concrete block that is colored, painted or textured; precast concrete panels and posts; brick; or stone. Masonry Walls constructed of concrete block may be covered with stucco. Hollow core walls or walls that include foam, fiber glass, or other materials that are not concrete, brick, or stone shall not be considered Masonry Walls.

**ZT-3-2024**  
Petition by WEST VALLEY CITY requesting mendments to Chapters 7-1, 7-2, 7-6, 7-7, 7-9, 7-11, 7-13, and 7-14 of the zoning ordinance to define the term masonry wall, require a certain type of masonry wall for double frontage lots along arterial streets, and update the standards on exterior building materials. (Staff – teve Pastorik t 801-963-3545 or [steve.pastorik@wvc-ut.gov](mailto:steve.pastorik@wvc-ut.gov))



ZT-3-2024

Petition by WEST VALLEY CITY equesting mendments to Chapters 7-1, 7-2, 7-6, 7-7, 7-9, 7-11, 7-13, and 7-14 of the zoning ordinance to define the term masonry wall, require a certain type of masonry wall for double frontage lots along arterial streets, and update the standards on exterior building materials. (Staff – teve Pastorik t 801-963-3545 or [steve.pastorik@wvc-ut.gov](mailto:steve.pastorik@wvc-ut.gov))

Current Code							
Materials	Street Facing Façades within the 5600 W Overlay Zone	Commercial Design Standards (50% of Primary Façades)	Commercial Design Standards (35% of Other Façades)	Commercial Design Standards (Rest of the Building)	Multi-Unit Residential Design Standards (20% of Building)	Multi-Unit Residential Design Standards (Rest of Building)	City Center Zone (Commercial Buildings)
Brick	Y	Y	Y	Y	Y	Y	Y
Stone	Y	Y	Y	Y	Y	Y	Y
Concrete block that is colored, painted or textured	Y	Y	Y	Y	N	N	N
Stucco EIFS	Y	Y	Y	Y	N	Y	Y
Fiber cement siding	Y	N	N	Y	N	Y	N
Architectural concrete	Y	N	N	Y	N	N	N
Architectural concrete that is textured or patterned	Y	N	N	Y	N	N	Y
Architectural metal siding that is used only as a veneer and not as structural sheeting	Y	N	N	Y	N	Y	N
Metal	N	N	N	Y	N	Y	N
Ceramic tile	Y	N	N	Y	N	Y	N
Faux wood composites	Y	N	N	Y	N	N	N
Other materials (wood, vinyl, etc.)	N	N	N	Y	N	N	N
Other PC approved materials	Y	N	N	Y	N	N	N

ZT-3-2024

Petition by WEST VALLEY CITY equesting mendments to Chapters 7-1, 7-2, 7-6, 7-7, 7-9, 7-11, 7-13, and 7-14 of the zoning ordinance to define the term masonry wall, require a certain type of masonry wall for double frontage lots along arterial streets, and update the standards on exterior building materials. (Staff – teve Pastorik t 801-963-3545 or [steve.pastorik@wvc-ut.gov](mailto:steve.pastorik@wvc-ut.gov))

Proposed Code							
Materials	Street Facing Façades within the 5600 W Overlay Zone	Commercial Design Standards (50% of Primary Façades)	Commercial Design Standards (35% of Other Façades)	Commercial Design Standards (Rest of the Building)	Multi-Unit Residential Design Standards (20% of Building)	Multi-Unit Residential Design Standards (Rest of Building)	City Center Zone (Commercial Buildings)
Brick	Y	Y	Y	Y	Y	Y	Y
Stone	Y	Y	Y	Y	Y	Y	Y
Concrete block that is colored, painted or textured	Y	Y	Y	Y	N	N	N
Stucco/EIFS	Y	Y	Y	Y	N	Y	Y
Fiber cement siding	Y	Y*	Y*	Y	N	Y	Y*
Architectural concrete	Y	Y*	Y*	Y	N	N	N
Architectural concrete that is textured or patterned	Y	Y*	Y*	Y	N	N	Y
Architectural metal panels/siding used as a veneer and not structural sheeting or sheathing, isn't corrugated, and doesn't have exposed fasteners*	Y	N	N	Y	N	Y	Y*
Metal	N	N	N	Y	N	N*	N
Ceramic tile	Y	N	N	Y	N	Y	Y*
Faux wood composites	Y	N	N	Y	N	Y*	Y*
Other materials (wood, vinyl, etc.)	N	N	N	Y	N	N	N
Other PC approved materials	Y	Y*	Y*	Y	N	N	N

\*Proposed changes from current code

Item: \_\_\_\_\_

Fiscal Impact: \_\_\_\_\_

Funding Source: \_\_\_\_\_

Account#: \_\_\_\_\_

Budget Opening Required: No

**ISSUE:**

Economic Development Director Appointment.

**SYNOPSIS:**

This resolution ratifies the City Manager's appointment of Jonathan Springmeyer as Economic Development Director.

**BACKGROUND:**

Jonathan Springmeyer has worked for the City for several years and was retained by the City as a consultant on several occasions prior to joining the City full-time. He has served as the budget manager for the Redevelopment Agency and as Chief Sustainability Officer. Mr. Springmeyer has done an excellent job as the interim Economic Development Director and has managed the transition on his team very well. He has agreed to accept the appointment as permanent Economic Development Director and will make a fine addition to the executive staff.

**RECOMMENDATION:**

Approve the resolution appointing Jonathan Springmeyer as Economic Development Director.

**SUBMITTED BY:**

Ifo Pili, City Manager

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION RATIFYING THE CITY  
MANAGER'S APPOINTMENT OF JONATHAN  
SPRINGMEYER AS ECONOMIC DEVELOPMENT  
DIRECTOR.**

**WHEREAS**, the Economic Development Director performs several duties defined by ordinance and as assigned by the City Manager; and

**WHEREAS**, the City Manager desires to appoint Jonathan Springmeyer as Economic Development Director; and

**WHEREAS**, Mr. Springmeyer is willing to accept said appointment; and

**WHEREAS**, said appointment requires the advice and consent of the City Council.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of West Valley City, Utah, that it hereby ratifies the City Manager's appointment of Jonathan Springmeyer as Economic Development Director, effective immediately upon passage of this resolution.

**PASSED, APPROVED and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER



Item:  
Fiscal Impact: \$2,370,223  
Funding Source: RDA  
Account #: \_\_\_\_\_  
Budget Opening Required: ☐

**ISSUE:**

These resolutions would authorize the WVC RDA to expend funds from four RDA project areas to the adjacent City facilities for the purchase of EV Charging Stations. Because the proposed expenditure is outside of the Project Area boundaries, it requires the City to make a “Direct Benefit” determination.

**SYNOPSIS:**

The RDA and the Office of Sustainability wish to purchase and install Electric Vehicle Charging Stations at City owned and operated facilities. State Code 17C-1-409(1)(a)(iii)(E) states that the Board may use Agency funds for “the cost of the installation of publicly owned infrastructure and improvements outside the project area from which the project area funds are collected if the board and the community legislative body determine by resolution that the publicly owned infrastructure and improvements benefit the project area”.

**BACKGROUND:**

The RDA and the Office of Sustainability wish to use Tax Increment monies collected in four project areas to pay for the purchase and installation of Electric Vehicle Charging Stations. The breakdown of the amount, project area, and City facility are as follows:

\$927,042	Granger Crossings	Maverik Center
\$347,287	North Central	Stonebridge GC
\$338,017	Jordan River	UCCC
\$372,701	Hercules A	The Ridge GC

These Resolutions are required under State Code to allow the expenditure of Agency funds outside of a Project Area. All of these expenses are either in the current RDA budget or are in the RDA budget for the next fiscal year.

**RECOMMENDATION:**

The WVC RDA and Office of Sustainability recommend approval.

**SUBMITTED BY:**

Jonathan Springmeyer, RDA Director and Chief Sustainability Officer.

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FROM  
THE GRANGER CROSSING PROJECT AREA FOR THE PURCHASE OF  
VEHICLE CHARGING STATIONS.**

**WHEREAS**, the Redevelopment Agency created the Granger Crossing project area; and

**WHEREAS**, said project area lacks sufficient electric vehicle charging infrastructure; and

**WHEREAS**, West Valley City owns and operates the Maverik Center in the immediate vicinity of said project area; and

**WHEREAS**, the installation of electric vehicle charging stations at the Maverik Center would increase vehicle traffic in, around, and through said project area, directly benefiting the project area and efforts to encourage redevelopment therein; and

**WHEREAS**, the ability to charge vehicles nearby permits residents and visitors to explore adjacent businesses while their vehicle is charged, increasing pedestrian traffic volume and supporting commercial uses within said project area; and

**WHEREAS**, installing said electric vehicle charging stations on property already owned by the City is a more efficient use of project area funds and allows more stations to be installed than if additional property were acquired within the project area; and

**WHEREAS**, pursuant to Utah Code Section 17C-1-409(1)(a)(iii)(E), the City Council of West Valley City, Utah does hereby find that the installation of charging stations at the Maverik Center benefits the Granger Crossing project area and determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to authorize the use of project area funds for that purpose.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council that the expenditure of not more than \$927,042 in Granger Crossing project area funds is hereby approved for the purpose of acquiring electric vehicle charging stations.

**PASSED, APPROVED and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

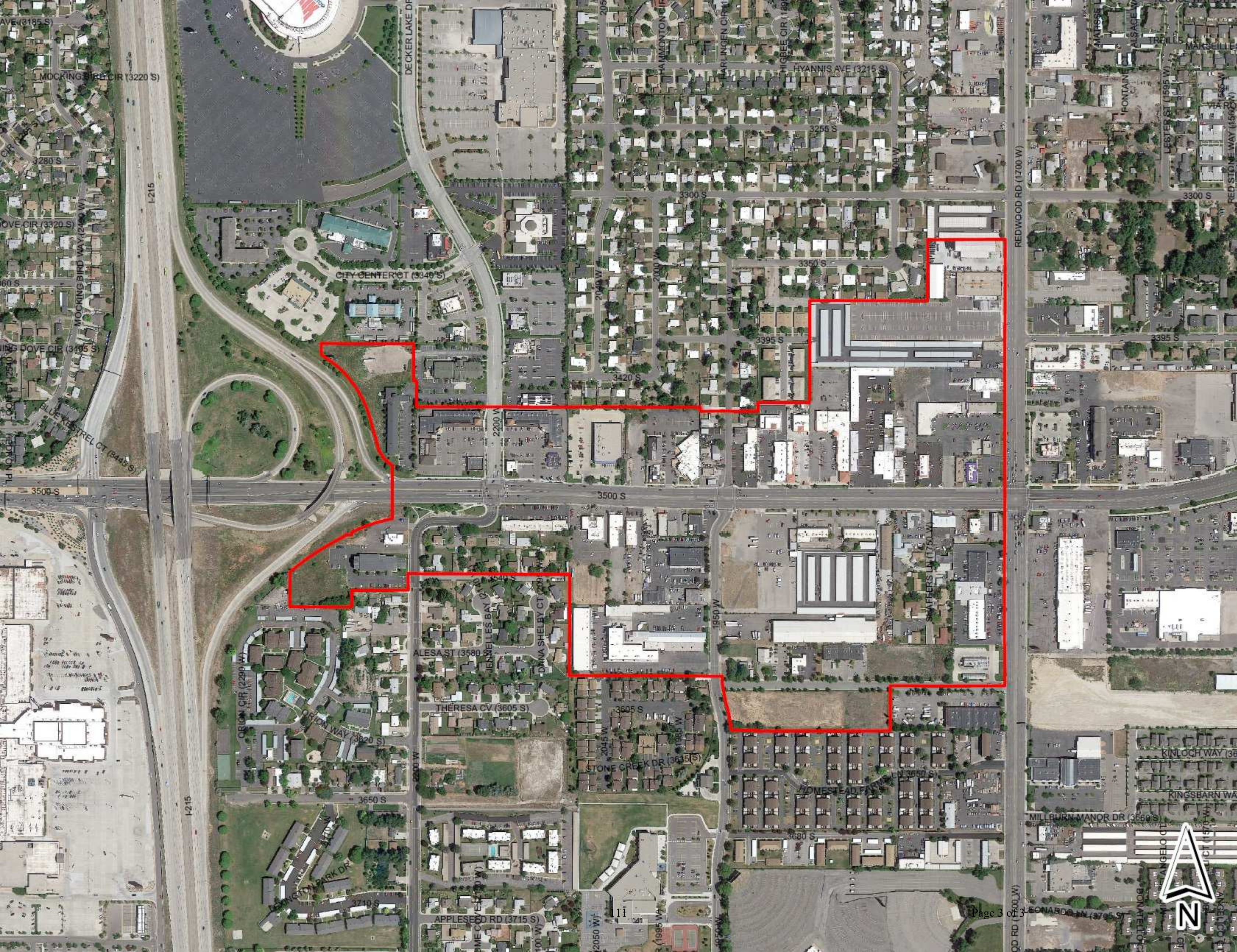
**WEST VALLEY CITY**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY RECORDER**





MOCKINGBIRD CIR (3220 S)  
3280 S  
VE CIR (3320 S)  
60 S  
DOVE CIR (3405 S)  
2540 W  
BLUEBELT CT (8448 S)  
3500 S  
ORION CIR (2290 W)  
ORION WAY (3620 S)  
3650 S  
LEWINGTON PARK DR  
3710 S  
APPLES RD (3715 S)  
100 W  
2050 W  
1995 W  
4950 W

DECKER LAKE DR  
CITY CENTER CT (3349 S)  
2200 W  
3500 S  
JENNELLES BAY  
ALESA ST (3580 S)  
THERESA CV (3605 S)  
3605 S  
STONE CREEK DR (3615 S)  
2045 W  
1965 W  
2050 W  
1995 W  
4950 W

2050 W  
2040 W  
2000 W  
3300 S  
3350 S  
3395 S  
3420 S  
3500 S  
1950 W  
3605 S  
3680 S  
3710 S  
3715 S  
100 W  
2050 W  
1995 W  
4950 W

HYANNIS AVE (3215 S)  
3255 S  
3300 S  
3350 S  
3395 S  
3420 S  
3500 S  
1950 W  
3605 S  
3680 S  
3710 S  
3715 S  
100 W  
2050 W  
1995 W  
4950 W

REDWOOD RD (1700 W)  
3300 S  
3350 S  
3395 S  
3420 S  
3500 S  
1950 W  
3605 S  
3680 S  
3710 S  
3715 S  
100 W  
2050 W  
1995 W  
4950 W  
KINLOCH WAY (3610 S)  
KINGSBARN WAY (3610 S)  
MILLBURN MANOR DR (3660 S)  
3660 S  
3710 S  
3715 S  
100 W  
2050 W  
1995 W  
4950 W





Item:  
Fiscal Impact: \$2,370,223  
Funding Source: RDA  
Account #: \_\_\_\_\_  
Budget Opening Required: ☐

**ISSUE:**

These resolutions would authorize the WVC RDA to expend funds from four RDA project areas to the adjacent City facilities for the purchase of EV Charging Stations. Because the proposed expenditure is outside of the Project Area boundaries, it requires the City to make a “Direct Benefit” determination.

**SYNOPSIS:**

The RDA and the Office of Sustainability wish to purchase and install Electric Vehicle Charging Stations at City owned and operated facilities. State Code 17C-1-409(1)(a)(iii)(E) states that the Board may use Agency funds for “the cost of the installation of publicly owned infrastructure and improvements outside the project area from which the project area funds are collected if the board and the community legislative body determine by resolution that the publicly owned infrastructure and improvements benefit the project area”.

**BACKGROUND:**

The RDA and the Office of Sustainability wish to use Tax Increment monies collected in four project areas to pay for the purchase and installation of Electric Vehicle Charging Stations. The breakdown of the amount, project area, and City facility are as follows:

\$927,042	Granger Crossings	Maverik Center
\$347,287	North Central	Stonebridge GC
\$338,017	Jordan River	UCCC
\$372,701	Hercules A	The Ridge GC

These Resolutions are required under State Code to allow the expenditure of Agency funds outside of a Project Area. All of these expenses are either in the current RDA budget or are in the RDA budget for the next fiscal year.

**RECOMMENDATION:**

The WVC RDA and Office of Sustainability recommend approval.

**SUBMITTED BY:**

Jonathan Springmeyer, RDA Director and Chief Sustainability Officer.

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FROM  
THE HERCULES A PROJECT AREA FOR THE PURCHASE OF VEHICLE  
CHARGING STATIONS.**

**WHEREAS**, the Redevelopment Agency created the Hercules A project area; and

**WHEREAS**, said project area lacks sufficient electric vehicle charging infrastructure; and

**WHEREAS**, West Valley City owns and operates The Ridge golf course in the immediate vicinity of said project area; and

**WHEREAS**, the installation of electric vehicle charging stations at The Ridge would increase vehicle traffic in, around, and through said project area, directly benefiting the project area and efforts to encourage redevelopment therein; and

**WHEREAS**, installing said electric vehicle charging stations on property already owned by the City is a more efficient use of project area funds and allows more stations to be installed than if additional property were acquired within the project area; and

**WHEREAS**, pursuant to Utah Code Section 17C-1-409(1)(a)(iii)(E), the City Council of West Valley City, Utah does hereby find that the installation of charging stations at The Ridge benefits the Hercules A project area and determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to authorize the use of project area funds for that purpose.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council that the expenditure of not more than \$372,701 in Hercules A project area funds is hereby approved for the purpose of acquiring electric vehicle charging stations.

**PASSED, APPROVED and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER





The Ridge GC

114



Item:  
Fiscal Impact: \$2,370,223  
Funding Source: RDA  
Account #: \_\_\_\_\_  
Budget Opening Required: ☐

**ISSUE:**

These resolutions would authorize the WVC RDA to expend funds from four RDA project areas to the adjacent City facilities for the purchase of EV Charging Stations. Because the proposed expenditure is outside of the Project Area boundaries, it requires the City to make a “Direct Benefit” determination.

**SYNOPSIS:**

The RDA and the Office of Sustainability wish to purchase and install Electric Vehicle Charging Stations at City owned and operated facilities. State Code 17C-1-409(1)(a)(iii)(E) states that the Board may use Agency funds for “the cost of the installation of publicly owned infrastructure and improvements outside the project area from which the project area funds are collected if the board and the community legislative body determine by resolution that the publicly owned infrastructure and improvements benefit the project area”.

**BACKGROUND:**

The RDA and the Office of Sustainability wish to use Tax Increment monies collected in four project areas to pay for the purchase and installation of Electric Vehicle Charging Stations. The breakdown of the amount, project area, and City facility are as follows:

\$927,042	Granger Crossings	Maverik Center
\$347,287	North Central	Stonebridge GC
\$338,017	Jordan River	UCCC
\$372,701	Hercules A	The Ridge GC

These Resolutions are required under State Code to allow the expenditure of Agency funds outside of a Project Area. All of these expenses are either in the current RDA budget or are in the RDA budget for the next fiscal year.

**RECOMMENDATION:**

The WVC RDA and Office of Sustainability recommend approval.

**SUBMITTED BY:**

Jonathan Springmeyer, RDA Director and Chief Sustainability Officer.

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FROM  
THE JORDAN RIVER PROJECT AREA FOR THE PURCHASE OF  
VEHICLE CHARGING STATIONS.**

**WHEREAS**, the Redevelopment Agency created the Jordan River project area; and

**WHEREAS**, said project area lacks sufficient electric vehicle charging infrastructure; and

**WHEREAS**, West Valley City owns and operates the Utah Cultural Celebration Center in the immediate vicinity of said project area; and

**WHEREAS**, the installation of electric vehicle charging stations at the UCCC would increase vehicle traffic in, around, and through said project area, directly benefiting the project area and efforts to encourage redevelopment therein; and

**WHEREAS**, installing said electric vehicle charging stations on property already owned by the City is a more efficient use of project area funds and allows more stations to be installed than if additional property were acquired within the project area; and

**WHEREAS**, pursuant to Utah Code Section 17C-1-409(1)(a)(iii)(E), the City Council of West Valley City, Utah does hereby find that the installation of charging stations at the UCCC benefits the Jordan River project area and determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to authorize the use of project area funds for that purpose.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council that the expenditure of not more than \$338,017 in Jordan River project area funds is hereby approved for the purpose of acquiring electric vehicle charging stations.

**PASSED, APPROVED and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**WEST VALLEY CITY**

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY RECORDER**





REDWOOD RD (1700 W)

UCCC





Item:  
Fiscal Impact: \$2,370,223  
Funding Source: RDA  
Account #:   
Budget Opening Required: ☐

**ISSUE:**

These resolutions would authorize the WVC RDA to expend funds from four RDA project areas to the adjacent City facilities for the purchase of EV Charging Stations. Because the proposed expenditure is outside of the Project Area boundaries, it requires the City to make a “Direct Benefit” determination.

**SYNOPSIS:**

The RDA and the Office of Sustainability wish to purchase and install Electric Vehicle Charging Stations at City owned and operated facilities. State Code 17C-1-409(1)(a)(iii)(E) states that the Board may use Agency funds for “the cost of the installation of publicly owned infrastructure and improvements outside the project area from which the project area funds are collected if the board and the community legislative body determine by resolution that the publicly owned infrastructure and improvements benefit the project area”.

**BACKGROUND:**

The RDA and the Office of Sustainability wish to use Tax Increment monies collected in four project areas to pay for the purchase and installation of Electric Vehicle Charging Stations. The breakdown of the amount, project area, and City facility are as follows:

\$927,042	Granger Crossings	Maverik Center
\$347,287	North Central	Stonebridge GC
\$338,017	Jordan River	UCCC
\$372,701	Hercules A	The Ridge GC

These Resolutions are required under State Code to allow the expenditure of Agency funds outside of a Project Area. All of these expenses are either in the current RDA budget or are in the RDA budget for the next fiscal year.

**RECOMMENDATION:**

The WVC RDA and Office of Sustainability recommend approval.

**SUBMITTED BY:**

Jonathan Springmeyer, RDA Director and Chief Sustainability Officer.

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FROM  
THE NORTH CENTRAL PROJECT AREA FOR THE PURCHASE OF  
VEHICLE CHARGING STATIONS.**

**WHEREAS**, the Redevelopment Agency created the North Central project area; and

**WHEREAS**, said project area lacks sufficient electric vehicle charging infrastructure; and

**WHEREAS**, West Valley City owns and operates Stonebridge golf course in the immediate vicinity of said project area; and

**WHEREAS**, the installation of electric vehicle charging stations at Stonebridge would increase vehicle traffic in, around, and through said project area, directly benefiting the project area and efforts to encourage redevelopment therein; and

**WHEREAS**, installing said electric vehicle charging stations on property already owned by the City is a more efficient use of project area funds and allows more stations to be installed than if additional property were acquired within the project area; and

**WHEREAS**, pursuant to Utah Code Section 17C-1-409(1)(a)(iii)(E), the City Council of West Valley City, Utah does hereby find that the installation of charging stations at Stonebridge benefits the North Central project area and determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to authorize the use of project area funds for that purpose.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council that the expenditure of not more than \$347,287 in North Central project area funds is hereby approved for the purpose of acquiring electric vehicle charging stations.

**PASSED, APPROVED and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

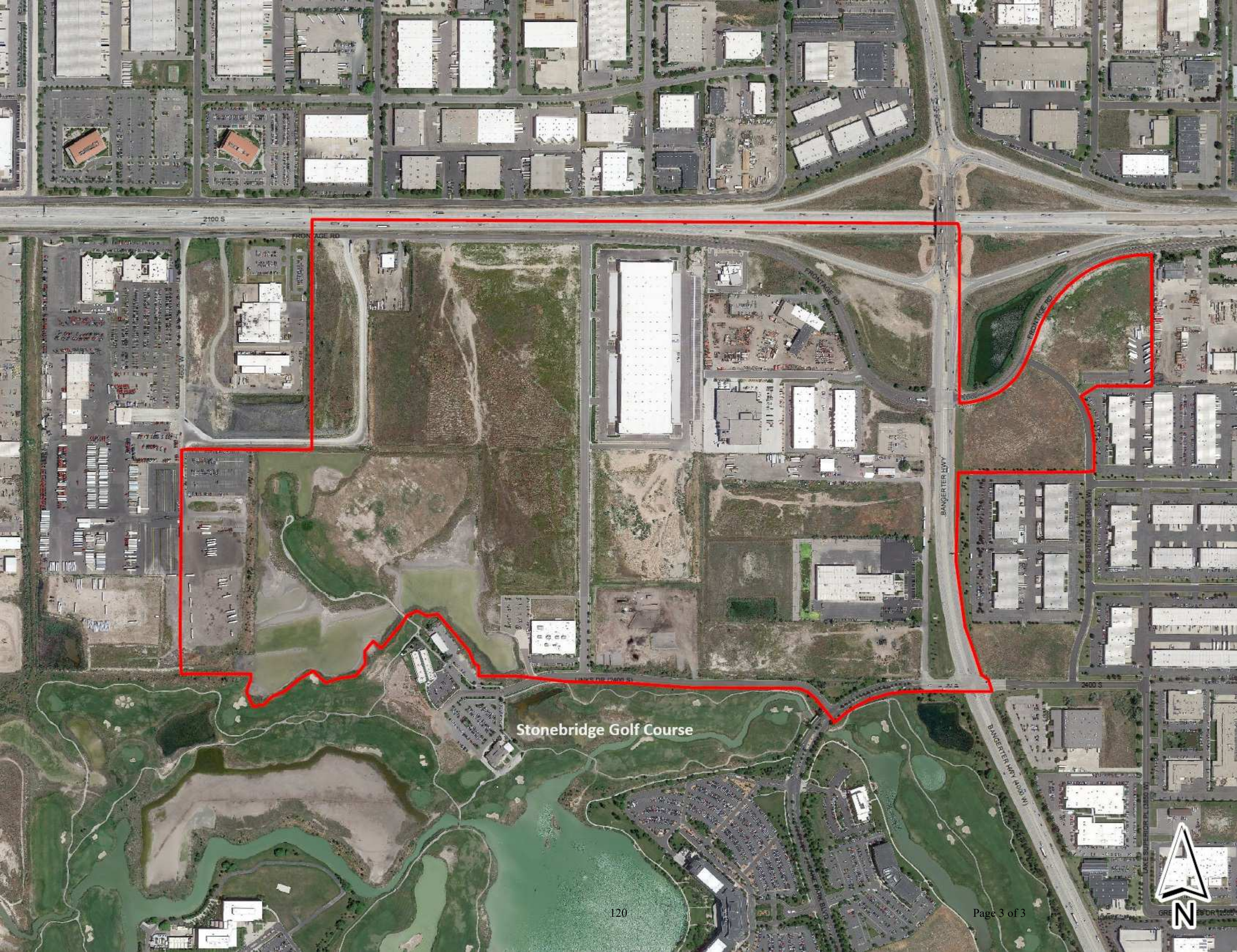
WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER





2100 S

FRONTAGE RD

FRONTAGE RD

FRONTAGE RD

BANGERTE HWY

PRESIDENTS DR (385 W)

Stonebridge Golf Course





Fiscal Impact:	NA
Funding Source:	NA
Account #:	NA
Budget Opening Required:	No

**ISSUE:**

A resolution for the acceptance of a Public Sidewalk, Lighting and Utility Easement.

**SYNOPSIS:**

Mountain America Federal Credit Union, a Utah non-profit corporation has signed a Public Sidewalk, Lighting and Utility Easement for property located at 2551 S. Redwood Road (15-22-404-028).

**BACKGROUND:**

The Mountain America Federal Credit Union property located at 2551 S. Redwood Road is the site for construction of a new credit union branch. In accordance with the Redwood Road Overlay Zone a wider park strip, sidewalk and sidewalk lighting are required. As the wider park strip, sidewalk and lighting fall outside of the public right-of-way, a Public Sidewalk, Lighting and Utility Easement was required.

**RECOMMENDATION:**

Accept Public Sidewalk, Lighting and Utility Easement. Authorize City Recorder to record said Public Sidewalk, Lighting and Utility Easement for and on behalf of West Valley City.

**SUBMITTED BY:**

Steven J. Dale, P.L.S., Right-of-way and Survey Manager

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION ACCEPTING A PUBLIC SIDEWALK, LIGHTING,  
AND UTILITY EASEMENT FROM MOUNTAIN AMERICA  
FEDERAL CREDIT UNION FOR PROPERTY LOCATED AT 2551  
SOUTH REDWOOD ROAD.**

**WHEREAS**, Mountain America Federal Credit Union (“Owner”) is developing property located at 2551 South Redwood Road (the “Project”); and

**WHEREAS**, a Public Sidewalk, Lighting, and Utility Easement (the “Easement”) is required in order to construct the Project; and

**WHEREAS**, Owner has executed said Easement; and

**WHEREAS**, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to accept the Easement.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of West Valley City, Utah, that the Easement is hereby accepted in substantially the form attached and that the City Recorder is authorized to record said Easement for and on behalf of West Valley City.

**PASSED, APPROVED and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

WHEN RECORDED RETURN TO:  
West Valley City Recorder  
3600 South Constitution Blvd.  
West Valley City, Utah 84119

Space above for County Recorder's use

**PARCEL I.D. # 15-22-404-028**

### **PUBLIC SIDEWALK, LIGHTING AND UTILITY EASEMENT**

**Mountain America Federal Credit Union, a Utah non-profit corporation**, GRANTOR, hereby grants to West Valley City, a municipal corporation of the State of Utah, whose principal place of business is located at 3600 South Constitution Boulevard, West Valley City, Utah 84119, its successors in interest, and assigns, and to any and all public utility companies, GRANTEES for good and valuable consideration, receipt of which is hereby acknowledged, a perpetual easement for public access, installation, maintenance, repair, alteration, and replacement of a public sidewalk, lighting and public utilities on, over, and across real property located at **2551 S. Redwood Road** in West Valley City, Salt Lake County, State of Utah, described as follows:

A 20.00-foot-wide Public Sidewalk, Lighting and Utility Easement, being a part of Lots 24 through 33, Block 14, Chesterfield Subdivision recorded July 30, 1914 in Book G of Plats at Page 15 in the Official Records of Salt Lake County, within the Southeast Quarter of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, in West Valley City, Salt Lake County, Utah:

Beginning at the point of Intersection of the East line of Redwood Road as dedicated to 50.00 foot half-width per that certain Right-of-Way Deed recorded June 2, 1942 as Entry No. 930231 in Book 312 at Page 66 of the Official Records of Salt Lake County and the North line of Stratford Avenue as it exists at 33.00 foot half-width, located 1479.06 feet North 0°10'44" East along the Quarter Section line; and 50.00 feet South 89°46'06" East from a Brass Cap Monument found marking the South Quarter Corner of said Section 22; and running thence North 0°10'44" East 263.41 feet along said East line of Redwood Road to the South line of Warnock Avenue as it exists at 33.00 foot half-width; thence South 89°46'06" East 20.00 feet along said South line to a point on a line that is 70.00 feet distant Easterly of and parallel to said Quarter Section line; thence South 0°10'44" West 263.41 feet along said parallel line to said North line of Stratford Avenue; thence North 89°46'06" West 20.00 feet along said North line to the point of beginning. Encompassing 5,268 square feet.

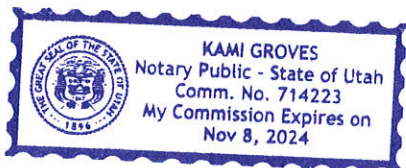
WITNESSED the hand of said GRANTOR this 16th day of April, 2024.

GRANTOR  
**Mountain America Federal Credit Union,**  
**a Utah non-profit corporation**

Chris Tapia  
By: Chris Tapia  
Title: SVP Property Services

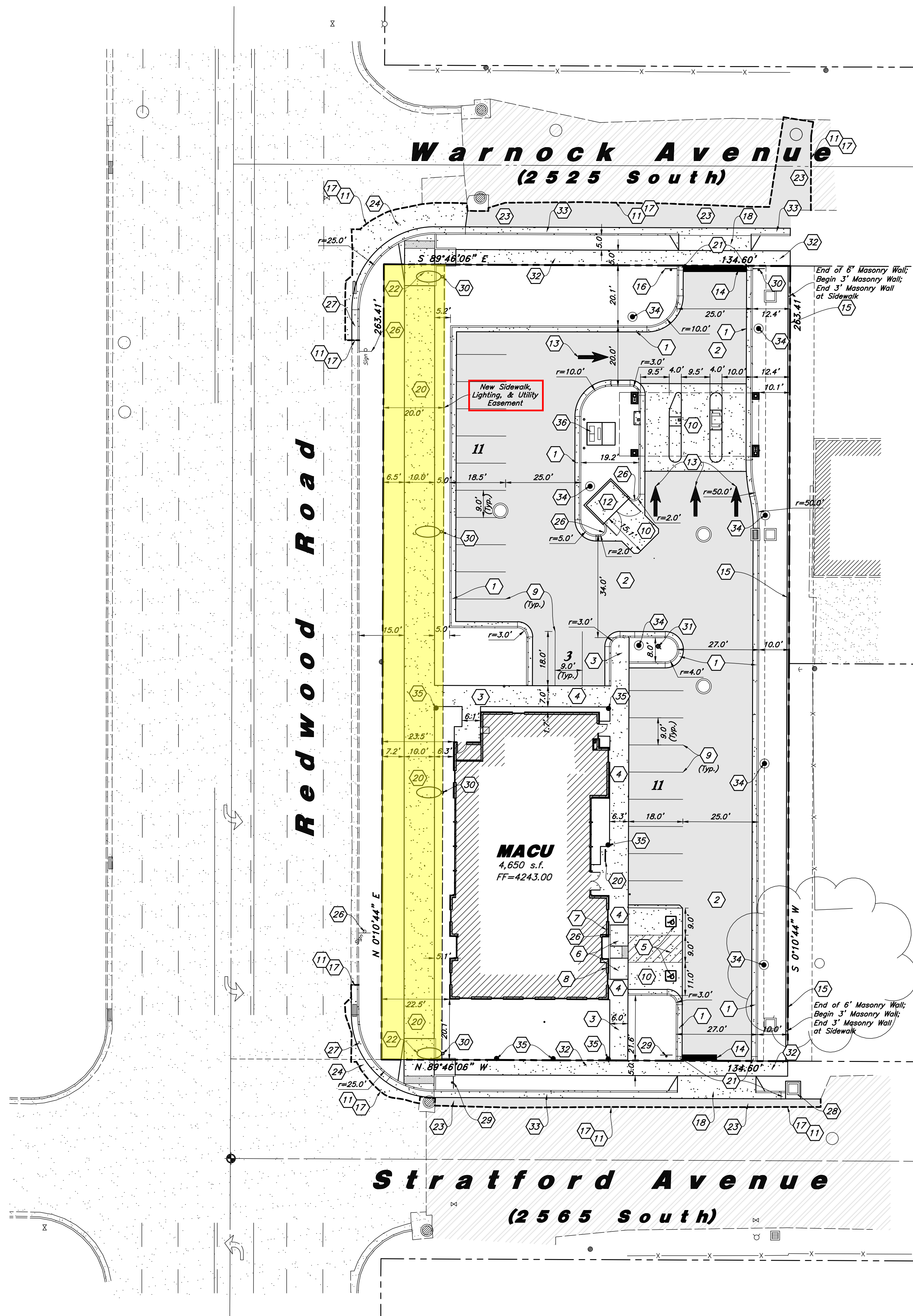
State of Utah )  
County of Salt Lake ) :SS

On this 16th day of April, 2024, personally appeared before me Chris Tapia, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the SVP Property Services of **Mountain America Federal Credit Union, a Utah non-profit corporation**, and said document was signed by him/her in behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he acknowledged to me that said corporation executed the same.



Kami Moore  
Notary





#### General Site Notes:

- All dimensions are to back of curb unless otherwise noted.
- Fire lane markings and signs to be installed as directed by the Fire Marshal.
- Aisle markings, directional arrows and stop bars will be painted at each driveway as shown on the plans.
- Const. curb transition at all points where curb abuts sidewalk, see detail.
- Contractor shall place asphalt paving in the direction of vehicle travel where possible.
- Limits of demolition/disturbed areas shown on the plans may not be an exact depiction. It is the contractor's responsibility to determine the means and methods of how the work will be completed. The contractor shall determine the area of construction impact. The contractor is responsible to restore all impacted areas and all restoration shall be part of the contract bid.

#### Construction Survey Note:

The Construction Survey Layout for this project will be provided by Anderson Wahlen & Associates. The Layout Proposal and Professional Services Agreement will be provided to the General Contractor(s) for inclusion in base bids. The Survey Layout proposal has been broken out into Building Costs and Site Costs for use in the Site Work Bid Form.

#### Site Data

Site Area = 35,455 s.f. (0.814 ac.)  
Landscape Area Provided = 9,898 s.f. (28%)  
Impervious Area Provided = 20,907 s.f. (59%)  
Building Area = 4,650 s.f. (13%)  
Parking Required = 1/150 s.f. = 31 stalls  
Parking Provided = 26 stalls (5.68/1,000)

#### Hatch Legend

	Standard Asphalt Paving
	Existing Asphalt Paving
	Standard Concrete Paving
	Existing Concrete Paving
	Building Interior

Scale: 1" = 20'

#### Site Construction Notes

- Const. 24" Curb & Gutter (C4.1)
- Const. Asphalt Paving (C4.1)
- Const. Conc. Sidewalk (C4.1)
- Const. Thickened Edge Sidewalk (C4.1)
- Const. Accessible Striping per MUTCD & ICC/ANSI A117.1 (Latest Edition); Mount to Building Wall (See Accessible Details and Notes) (C2.1)
- Const. Accessible Ramp per ICC/ANSI A117.1 (Latest Edition) (See Grading Detail Sheets) (C2.3)
- Const. Accessible Sign per MUTCD & ICC/ANSI A117.1 (Latest Edition); Mount to Building Wall (See Accessible Details and Notes)
- Const. Accessible VAN Sign per MUTCD & ICC/ANSI A117.1 (Latest Edition); Mount to Building Wall (See Accessible Details and Notes)
- Const. 4" White Paint Stripe (Typ.) Contractor shall provide 15 mils min. Dry Thickness (Two Coats)
- Const. Conc. Paving (C4.1)
- Sawcut; Provide Smooth Clean Edge
- Dumpster Enclosure (See Arch. Plans)
- Const. Directional Arrows per MUTCD
- Const. 24" White Stop Bar
- Const. 6" Masonry Wall per WVC code (7-6-303(5)(b)) (See Arch. Plans for details)
- Const. "Do Not Enter" Sign (See Signage Package)
- Conn. & Match Existing Improvements
- Const. Concrete Driveway Approach per APWA Stds. (C4.5)
- Const. Bike Rack (See Arch. Plans)
- Const. Conc. Sidewalk per UDOT Stds. GW 3A (C4.4)
- Const. Curb Transition (C4.1)
- Const. Accessible Ramps per UDOT Std. DWG PA-2 (C4.4)
- Const. Asphalt Paving Per UDOT Stds. (C4.4)
- Const. Concrete Paving Per UDOT Stds. (C4.4)
- Const. Conc. Curb Wall (C4.1)
- Exist. "No Parking" Sign
- Const. 30" Curb & Gutter per UDOT Stds. DWG GW 2A (C4.4)
- Const. Conc. Collar (C4.1)
- Const. Stop Sign per MUTCD R1-1
- Const. Street Light per West Valley City Standards Drawing No. LP-05
- Const. Fire Hydrant
- Const. Concrete Sidewalk per APWA Stds. (C4.5)
- Const. 30" Curb & Gutter per APWA Stds. (C4.5)
- Const. Light Pole (See Site Electrical Plans)
- Const. Bollard Pedestrian Light (See Site Electrical Plans)
- Const. Transformer (See Site Electrical Plans)

#### Survey Control Note:

The contractor or surveyor shall be responsible for following the National Society of Professional Surveyors (NSPS) model standards for any surveying or construction layout to be completed using Anderson Wahlen and Associates ALTA Surveys or Anderson Wahlen and Associates construction improvement plans. Prior to proceeding with construction staking, the surveyor shall be responsible for verifying horizontal control from the survey monuments and for verifying any additional control points shown on an ALTA survey, improvement plan, or on electronic data provided by Anderson Wahlen and Associates. The surveyor shall also use the benchmarks as shown on the plan, and verify them against no less than three existing hard improvement elevations included on these plans or on electronic data provided by Anderson Wahlen and Associates. If any discrepancies are encountered, the surveyor shall immediately notify the engineer and resolve the discrepancies before proceeding with any construction staking.

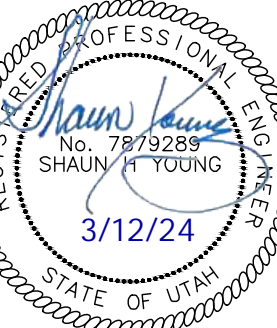
#### PRIVATE ENGINEER'S NOTICE TO CONTRACTORS

The Contractor agrees that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and that the contractor shall defend, indemnify, and hold the owner and the engineer harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting for liability arising from the sole negligence of the owner or the engineer.

#### Site Plan

MACU West Valley Redwood Road Branch

2551 South Redwood Road  
West Valley City, UT



21 Feb, 2024

SHEET NO.

C1.1



Item #:	
Fiscal Impact:	NA
Funding Source:	NA
Account #:	NA
Budget Opening Required:	No

**ISSUE:**

Authorization, acceptance and execution of a Storm Drainage Easement Agreement.

**SYNOPSIS:**

BPAZ Holdings 34, LLC, a Delaware limited liability company has signed a Storm Drainage Easement Agreement for properties located at 2343 S. and 2379 S. Decker Lake Boulevard (15-21-277-004 and 15-21-277-005).

**BACKGROUND:**

The BPAZ Holdings 34, LLC, parcels located at 2343 S. and 2379 S. Decker Lake Boulevard are two of several properties affected by the Brighton Canal Storm Drain Project; 2600 West to Redwood Road, scheduled to be constructed in 2024. This project will include construction of storm drain piping through portions of the former Brighton Canal and eliminate any open storm water ditches through the project area.

Decker Lake Business Park was developed prior to the incorporation of West Valley City. Storm water was historically allowed to drain into two ditches on either side of the Brighton Canal. This existing system does not function very well and has caused ongoing maintenance and flooding problems. The Brighton Canal no longer operates in this area and has largely been abandoned, which now provides the opportunity to consolidate and pipe the storm water into one system.

**RECOMMENDATION:**

Accept Storm Drainage Easement Agreement, authorize mayor to sign said Storm Drain Easement Agreement and authorize City Recorder to record said Storm Drain Easement Agreement for and on behalf of West Valley City.

**SUBMITTED BY:**

Steven J. Dale, P.L.S., Right-of-way and Survey Manager

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION ACCEPTING A STORM DRAINAGE EASEMENT  
AGREEMENT FROM BPAZ HOLDINGS 34, LLC FOR PROPERTY  
LOCATED AT 2343 AND 2379 SOUTH DECKER LAKE  
BOULEVARD.**

**WHEREAS**, BPAZ Holdings 34, LLC (“Owner”) owns property adjacent to the Brighton Canal Storm Drain Project (the “Project”); and

**WHEREAS**, a Storm Drainage Easement Agreement (the “Easement”) is required in order to construct the Project; and

**WHEREAS**, Owner has executed said Easement; and

**WHEREAS**, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to accept the Easement.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of West Valley City, Utah, that the Easement is hereby accepted in substantially the form attached and that the City Recorder is authorized to record said Easement for and on behalf of West Valley City.

**PASSED, APPROVED and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

WHEN RECORDED RETURN TO:

West Valley City Recorder  
3600 S. Constitution Blvd.  
West Valley City, Utah 84119

Space above for County Recorder's use

Portion of parcels #15-21-277-005 and 15-21-277-004

**STORM DRAINAGE EASEMENT AGREEMENT**

THIS **STORM DRAINAGE EASEMENT AGREEMENT** (this "**Agreement**") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2024 (the "**Effective Date**"), by and between **BPAZ Holdings 34, LLC**, a Delaware limited liability company ("**Grantor**"), and **West Valley City**, a municipal corporation of the State of Utah, its successors in interest, and assigns ("**Grantee**").

**RECITALS**

Grantor is the owner of that certain tract of land more particularly described on Exhibit A attached hereto and made a part of hereof (the "**Grantor's Property**"). Subject to the conditions, restrictions and continued rights set forth herein, Grantor has agreed to provide Grantee, at no cost to Grantor, a perpetual, non-exclusive storm drain easement for the installation, operation, maintenance, enlargement, inspection and replacement of storm drain piping and related facilities (collectively, the "**Facilities**"), on, over, under, and across that certain portion of the Grantor's Property more particularly described on Exhibit B, attached hereto and made a part hereof (the "**Easement Area**"), which Easement Area is depicted on Exhibit C attached hereto and made a part hereof.

**AGREEMENT**

1. Grant of Easement. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has GRANTED and CONVEYED and by these presents does hereby GRANT and CONVEY unto Grantee, at no cost to Grantor, a perpetual, non-exclusive storm drain easement for the installation, operation, maintenance, enlargement, inspection and replacement of underground storm drain piping and related facilities under and across the Easement Area, together with all rights of ingress and egress necessary for the full and complete use, occupation, and enjoyment of the aforementioned purposes of the easement hereby granted, and for no other purposes, subject to the conditions, restrictions and continued rights set forth herein (the "**Easement**").

2. Installation and Restoration. At its sole cost and expense, Grantee shall be responsible for installing, operating, maintaining, repairing and, if necessary, restore the Easement Area. Grantee shall obtain, at its sole cost and expense, all permits, authorizations and consents required by all governmental authorities and other parties and shall comply with all applicable



laws, ordinances, statutes, rules and regulations in connection with the construction, installation, use, operation, repair, restoration and maintenance of the Easement Area.

3. Maintenance and Repair. Grantee, at its sole cost and expense, shall be responsible for the maintenance and repair of the Facilities. Grantor shall not be responsible for the maintenance of the pipe installed by Grantee.

4. Reservation of Rights. Grantor reserves for Grantor and Grantor's heirs, successors, and assigns all right, title, and interest in and to (i) the Easement Area that may be used and enjoyed without interfering with the rights conveyed by this Agreement, including the right to continue to use and enjoy the surface of the Easement Area for all purposes that do not unreasonably interfere with or interrupt the use or enjoyment of the Easement Area by Grantee; and (ii) the remainder of Grantor's Property that may be used and/or developed in any manner without any additional restrictions imposed by this Agreement except the existence of the Easement. Grantor shall have the right to grant additional easement rights in the Easement Area to other individuals or entities, provided same shall not interfere with or otherwise adversely affect any of Grantee's rights herein.

5. Covenants Running with the Land. The parties to this Agreement hereby acknowledge and agree that the Easement and other rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective heirs, successors, and assigns.

6. Indemnification. Grantee shall indemnify, defend, and hold Grantor harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including, but not limited to, reasonable attorneys' fees, court costs, and disbursements) incurred by Grantor arising from or by reason of Grantee's access to, or use of the Easement Area.

7. Grantor Not Liable. In no event shall Grantor or Grantor's officers, invitees, agents, employees, partners, managers, members, successors, or assigns (collectively, the "**Grantor Parties**") be liable for any damage to, or loss of, personal property or equipment sustained by Grantee within the Easement Area or Grantor's Property, whether or not it is insured, even if such loss is caused by the negligence of Grantor or the Grantor Parties or both.

8. Limitation of Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN THE EVENT OF A DEFAULT BY GRANTOR HEREUNDER, OR FOR ANY OTHER REASON, GRANTOR SHALL NOT BE LIABLE TO GRANTEE FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS.

9. Notice. Any notice, instrument or other communication required or permitted to be given under this Agreement shall be considered as properly given if in writing and (a) delivered against receipt therefor, or (b) mailed by registered or certified mail, return receipt requested and postage prepaid, or (c) sent by overnight courier, expenses pre-paid, or (d) sent by telecopy (but confirmed with a mailed copy), in each case addressed as follows:

To Grantor: BPAZ Holdings 34, LLC  
c/o Berkeley Partners  
1111 Broadway, Suite 1670  
Oakland, California 94607  
Attn: Brad D. Watson

To Grantee: West Valley City  
3600 S. Constitution Boulevard  
West Valley City, Utah 84119  
Attn: City Attorney

10. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Utah, without regard to conflicts of laws principles. In the event that any provision hereof is determined to be invalid, such invalid provision shall not invalidate the remaining provisions, which shall continue to be in full force and effect.

11. Headings. Headings and captions used in this Agreement are for convenience only, do not define or limit the scope of this Agreement, and are not intended to interpret or change the meaning of any of the provisions of this Agreement.

12. Singular or Plural. The singular of any term, including any defined term, in this Agreement shall include the plural, and the plural of any term, including any defined term, in this Agreement, shall include the singular.

13. Mortgagee Consent for Amendment. This Agreement may not be amended in any way that would materially or adversely affect the rights of any mortgagees of record against Grantor's Property without the consent of the mortgagees.

14. Due Authorization. Grantor and Grantee each hereby covenants, warrants and represents that: (a) the individual executing this Agreement on its behalf is duly authorized to execute and deliver this Agreement in accordance with the organizational documents of such party; (b) this Agreement is binding upon such party; and (c) the execution and delivery of this Agreement will not result in any breach of, or constitute a default under, any mortgage, deed of trust, lease, loan, credit agreement, or other contract or instrument to which it is a party or by which it may be bound.

[SIGNATURE PAGES FOLLOW]



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**GRANTOR:**

**BPAZ HOLDINGS 34, LLC,**  
a Delaware limited liability company

By: Berkeley Partners Core-Plus Industrial Partnership, LLC,  
a Delaware limited liability company  
Its Sole and Managing Member

By: BP Core Plus GP, LLC,  
a Delaware limited liability company  
Its Manager

By: M-N-  
Name: Matthew Novak  
Title: Manager

**ACKNOWLEDGMENT**

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA                    )  
COUNTY OF ALAMEDA            )

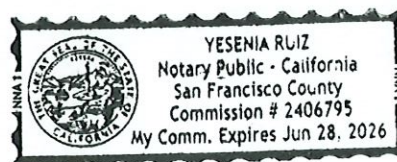
On APRIL 02, 2024, before me, YESENIA RUIZ, Notary Public, personally appeared Matthew Novak, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Signature

(Seal)



**GRANTEE:**

**West Valley City**, a municipal corporation of the State of Utah

---

**Karen Lang, Mayor**

State of Utah            )  
                                  :ss  
County of Salt Lake    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared before me **Karen Lang**, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed to me that she is the **Mayor of West Valley City, a municipal corporation of the State of Utah**, and that this document was signed by her in behalf of said municipal corporation by authority of Resolution of the West Valley City Council.

---

Notary Public



**EXHIBIT A**

**Legal Description of Grantor's Property**

LOTS 1 AND 2, DECKER LAKE SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT RECORDED AUGUST 15, 2019 AS ENTRY NO. 13052179 IN BOOK 2019P AT PAGE 228 IN THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER.

Tax Parcel Nos.:      15-21-277-005-0000 (Lot 2) and 15-21-277-004 (Lot 1)

Said property is also known by the street address of:

2379 South Decker Lake Boulevard, West Valley City, UT 84119 (Lot 2)

2343 South Decker Lake Boulevard, West Valley City, UT 84119 (Lot 1)

## **EXHIBIT B**

### **Legal Description of Easement Area**

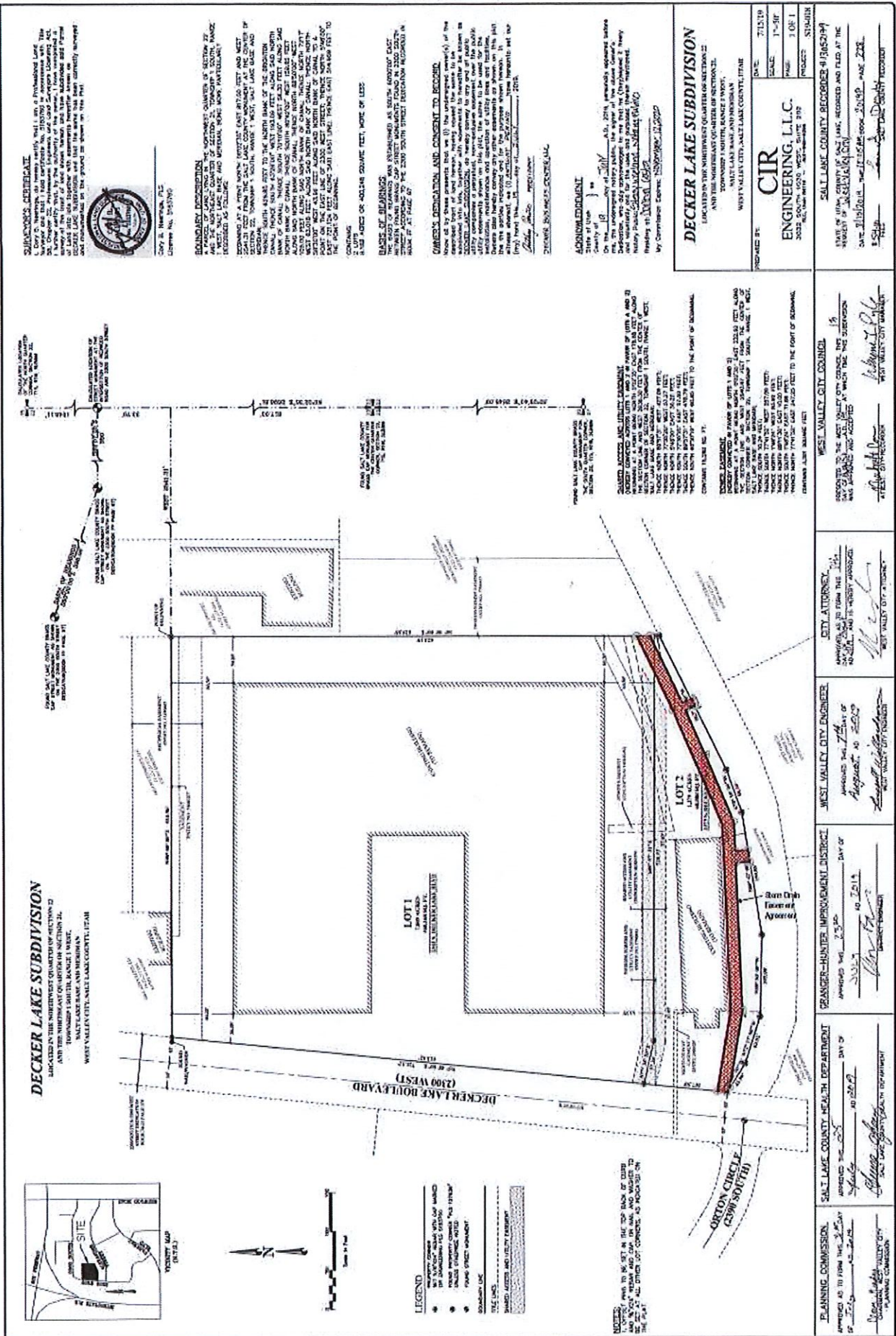
Beginning at the southwest corner of Lot 2 of Decker Lake Subdivision, according to the official plat thereof recorded in Book 2019P at Page 228, in the office of the Salt Lake County Recorder, located in the Northeast Quarter of Section 21 and the Northwest Quarter of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian, said point also being on the easterly right-of-way line of Decker Lake Boulevard (2300 West), and running thence North 05°48'00" East 12.14 feet along the westerly boundary of said lot and along said easterly right-of-way line; thence South 80°45'57" East 105.00 feet; thence North 87°14'45" East 194.48 feet; thence North 87°09'21" East 45.81 feet; thence North 66°21'08" East 160.59 feet; thence North 64°05'28" East 106.57 feet to the east boundary of said Decker Lake Subdivision; thence South 00°00'00" East 16.68 feet along said east boundary; thence South 64°05'28" West 96.40 feet; thence South 26°32'00" East 13.19 feet to the southerly boundary of said Lot 2; thence South 63°28'00" West 10.00 feet along said southerly boundary; thence North 26°32'00" West 13.56 feet; thence South 66°21'08" West 156.81 feet; thence South 87°09'22" West 38.22 feet; thence South 04°50'30" East 16.58 feet to the southerly boundary of said Lot 2; thence South 80°42'00" West 15.05 feet along said southerly boundary; thence North 04°50'30" West 18.29 feet; thence South 87°14'43" West 191.41 feet; thence North 80°45'57" West 98.81 feet to the southerly boundary of said Lot 2; thence North 58°30'00" West 7.61 feet to the POINT OF BEGINNING. Encompassing 9,583 square feet.

**EXHIBIT C**

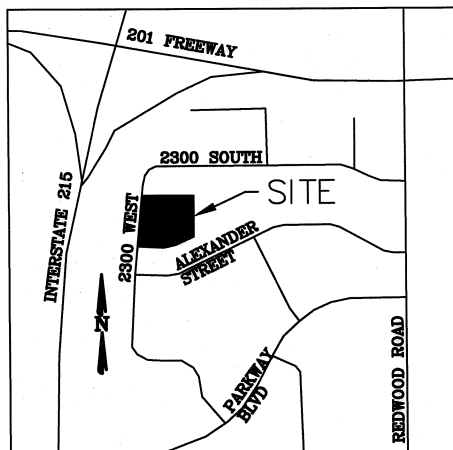
**Depiction of Easement Area**

(see attached)

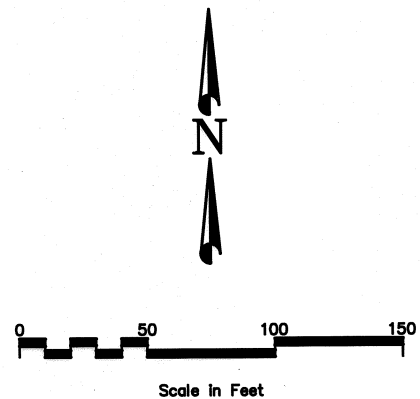








VICINITY MAP  
(N.T.S.)



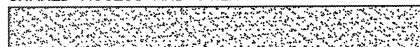
LEGEND

- PROPERTY CORNER  
SET 5/8"x24" REBAR WITH CAP MARKED  
CIR ENGINEERING PLS 5183760
- FOUND PROPERTY CORNER "PLS 127636"  
UNLESS OTHERWISE NOTED
- FOUND STREET MONUMENT

BOUNDARY LINE

TITLE LINES

SHARED ACCESS AND UTILITY EASEMENT

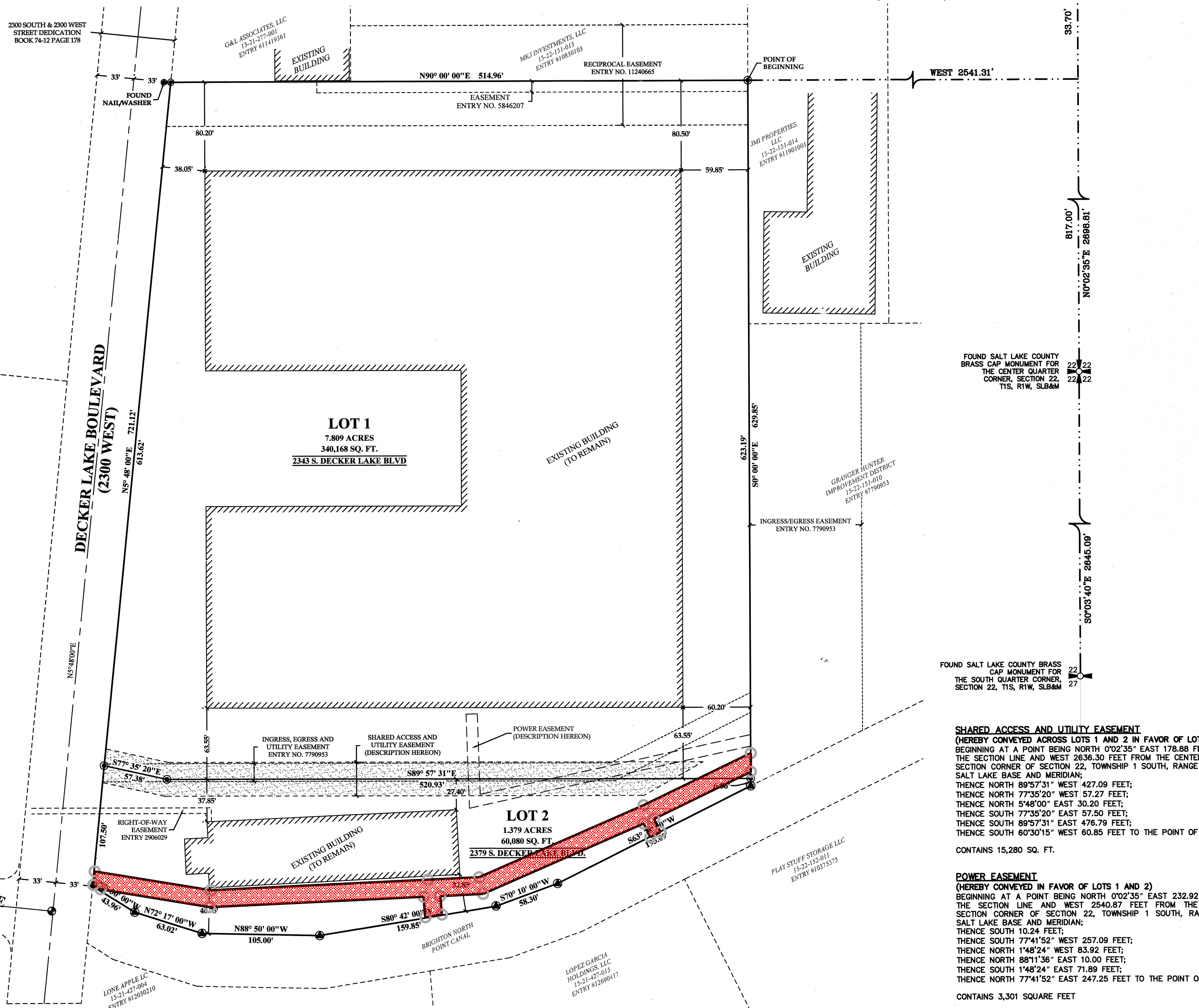


NOTES:

- OFFSET PINS TO BE SET IN THE TOP BACK OF CURB AND 5/8"x24" REBAR AND CAP, OR NAIL AND WASHER TO BE SET AT ALL OTHER LOT CORNERS, AS INDICATED ON THE PLAT.

DECKER LAKE SUBDIVISION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 22  
AND THE NORTHEAST QUARTER OF SECTION 21,  
TOWNSHIP 1 SOUTH, RANGE 1 WEST,  
SALT LAKE BASE AND MERIDIAN  
WEST VALLEY CITY, SALT LAKE COUNTY, UTAH



FOUND SALT LAKE COUNTY BRASS  
CAP STREET MONUMENT AS SHOWN  
ON THE 2300 SOUTH STREET  
DEDICATION (BOOK FF PAGE 97)

BASIS OF BEARINGS  
S60°00'00"E 398.08'

FOUND SALT LAKE COUNTY BRASS  
CAP STREET MONUMENT AS SHOWN  
ON THE 2300 SOUTH STREET  
DEDICATION (BOOK FF PAGE 97)

CALCULATED LOCATION  
OF THE NORTH QUARTER  
CORNER, SECTION 22,  
T1S, R1W, SL&M

CALCULATED LOCATION OF  
STREET MONUMENT AT THE  
INTERSECTION OF REDWOOD  
ROAD AND 2300 SOUTH STREET

FOUND SALT LAKE COUNTY  
BRASS CAP MONUMENT FOR  
THE CENTER QUARTER  
CORNER, SECTION 22,  
T1S, R1W, SL&M

FOUND SALT LAKE COUNTY BRASS  
CAP MONUMENT FOR  
THE SOUTH QUARTER CORNER,  
SECTION 22, T1S, R1W, SL&M

SHARED ACCESS AND UTILITY EASEMENT

(HEREBY CONVEYED ACROSS LOTS 1 AND 2 IN FAVOR OF LOTS 1 AND 2)  
BEGINNING AT A POINT BEING NORTH 0°02'35" EAST 178.88 FEET ALONG  
THE SECTION LINE AND WEST 2636.30 FEET FROM THE CENTER OF  
SECTION CORNER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 1 WEST,  
SALT LAKE BASE AND MERIDIAN;  
THENCE NORTH 89°57'31" WEST 427.09 FEET;  
THENCE NORTH 77°35'20" WEST 57.27 FEET;  
THENCE NORTH 5°48'00" EAST 30.20 FEET;  
THENCE SOUTH 77°35'20" EAST 57.50 FEET;  
THENCE SOUTH 89°57'31" EAST 476.79 FEET;  
THENCE SOUTH 60°30'15" WEST 60.85 FEET TO THE POINT OF BEGINNING.

CONTAINS 15,280 SQ. FT.

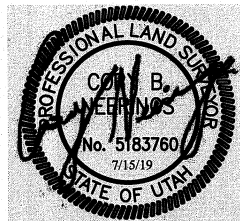
POWER EASEMENT

(HEREBY CONVEYED IN FAVOR OF LOTS 1 AND 2)  
BEGINNING AT A POINT BEING NORTH 0°02'35" EAST 232.92 FEET ALONG  
THE SECTION LINE AND WEST 2540.87 FEET FROM THE CENTER OF  
SECTION CORNER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 1 WEST,  
SALT LAKE BASE AND MERIDIAN;  
THENCE SOUTH 10.24 FEET;  
THENCE SOUTH 77°41'52" WEST 257.09 FEET;  
THENCE NORTH 1°48'24" WEST 83.92 FEET;  
THENCE NORTH 88°11'36" EAST 10.00 FEET;  
THENCE SOUTH 1°48'24" EAST 71.89 FEET;  
THENCE NORTH 77°41'52" EAST 247.25 FEET TO THE POINT OF BEGINNING.

CONTAINS 3,301 SQUARE FEET

SURVEYOR'S CERTIFICATE

I, Cory B. Neerings, do hereby certify that I am a Professional Land  
Surveyor and that I hold certificate No. 5183760 in accordance with Title  
58, Chapter 22, Professional Engineers and Land Surveyors Licensing Act.  
I further certify that, by the authority of the owner, I have completed a  
survey of the tract of land shown hereon and have subdivided said Parcel  
of Land into lots together with easements hereafter known as  
DECKER LAKE SUBDIVISION and that the same has been correctly surveyed  
and monumented on the ground as shown on this Plat.



Cory B. Neerings, PLS  
License No. 5183760

BOUNDARY DESCRIPTION

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 22  
AND THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE  
1 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 0°02'35" EAST 817.00 FEET AND WEST  
2541.31 FEET FROM THE SALT LAKE COUNTY MONUMENT AT THE CENTER OF  
SECTION 22, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND  
MERIDIAN;  
THENCE SOUTH 629.85 FEET TO THE NORTH BANK OF THE BRIGHTON  
CANAL; THENCE SOUTH 63°28'00" WEST 193.09 FEET ALONG SAID NORTH  
BANK OF CANAL; THENCE SOUTH 70°10'00" WEST 58.30 FEET ALONG SAID  
NORTH BANK OF CANAL; THENCE SOUTH 80°42'00" WEST 159.85 FEET  
ALONG SAID NORTH BANK OF CANAL; THENCE NORTH 88°50'00" WEST  
105.00 FEET ALONG SAID NORTH BANK OF CANAL; THENCE NORTH 72°17'  
WEST 63.018 FEET ALONG SAID NORTH BANK OF CANAL; THENCE NORTH  
58°30'00" WEST 43.96 FEET ALONG SAID NORTH BANK OF CANAL TO A  
POINT ON THE EAST LINE OF 2300 WEST STREET; THENCE NORTH 5°48'00"  
EAST 721.124 FEET ALONG SAID EAST LINE; THENCE EAST 514.959 FEET TO  
THE POINT OF BEGINNING.

CONTAINS

2 LOTS  
9.188 ACRES OR 400,248 SQUARE FEET, MORE OR LESS

BASIS OF BEARINGS

THE BASIS OF BEARINGS WAS ESTABLISHED AS SOUTH 60°00'00" EAST  
BETWEEN FOUND BRASS CAP STREET MONUMENTS FOUND IN 2300 SOUTH  
STREET ACCORDING TO THE 2300 SOUTH STREET DEDICATION RECORDED IN  
BOOK FF AT PAGE 97

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all by these presents that we (I) the undersigned owner(s) of the  
described tract of land hereon, having caused the same to be  
subdivided into lots, together with easements to hereafter be known as  
DECKER LAKE SUBDIVISION, do hereby convey to any and all public  
utility companies a perpetual, non-exclusive easement over the public  
utility easements shown on this plat, the same to be used for the  
installation, maintenance and operation of utility lines and facilities.  
Owners also hereby convey any other easements as shown on this plat  
the the parties indicated and for the purpose shown hereon. In  
witness whereof, we (I) ANTHONY PERINO have hereunto set our  
(my) hand this 19 day of JULY, 2019.

Anthony Perino PRESIDENT

DECKER BUSINESS CENTER, LLC

ACKNOWLEDGEMENT

State of Utah } ss  
County of \_\_\_\_\_

On the 19 day of JULY, A.D., 2019, personally appeared before  
me, the undersigned notary public, the signer of the above Owner's  
Dedication, who duly acknowledged to me that he (they) signed it freely  
and voluntarily and for the uses and purposes therein mentioned.

Notary Public: Sharyn Wieland, Sharyn Public

Residing at: Orton Circle

My Commission Expires: NOVEMBER 12, 2020

DECKER LAKE SUBDIVISION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 22  
AND THE NORTHEAST QUARTER OF SECTION 21,  
TOWNSHIP 1 SOUTH, RANGE 1 WEST,  
SALT LAKE BASE AND MERIDIAN  
WEST VALLEY CITY, SALT LAKE COUNTY, UTAH

PREPARED BY:

CIR  
ENGINEERING, L.L.C.  
3032 SOUTH 1030 WEST, SUITE 202  
SLC, Utah 84119 - 801-948-6296

DATE: 7/15/19

SCALE: 1"=50'

PAGE: 1 OF 1

PROJECT: S19-018

SALT LAKE COUNTY RECORDER #13052179

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE  
REQUEST OF West Valley City

DATE 8/15/2019 TIME 10:05 AM BOOK 2019P PAGE 228

\$54.00 FEES Sam J. Murphy  
SALT LAKE COUNTY RECORDER

PLANNING COMMISSION

APPROVED AS TO FORM THIS 3<sup>rd</sup> DAY  
OF July, A.D. 2019

Clay Menden  
CHAIRMAN, WEST VALLEY CITY  
PLANNING COMMISSION

SALT LAKE COUNTY HEALTH DEPARTMENT

APPROVED THIS 25 DAY OF  
July, AD 2019

Quinn O'Neil  
SALT LAKE COUNTY HEALTH DEPARTMENT

GRANGER-HUNTER IMPROVEMENT DISTRICT

APPROVED THIS 23<sup>RD</sup> DAY OF  
JULY, AD 2019

Donna B.  
DISTRICT ENGINEER

WEST VALLEY CITY ENGINEER

APPROVED THIS 7<sup>th</sup> DAY OF  
August, AD 2019

Russell W. Anderson  
WEST VALLEY CITY ENGINEER

CITY ATTORNEY

APPROVED AS TO FORM THIS 8<sup>th</sup>  
DAY OF August, AD 2019, AND IS HEREBY APPROVED.

West Valley City Attorney  
WEST VALLEY CITY ATTORNEY

WEST VALLEY CITY COUNCIL

PRESENTED TO THE WEST VALLEY CITY COUNCIL THIS 13  
DAY OF August, A.D. 19, AT WHICH TIME THIS SUBDIVISION  
WAS APPROVED AND ACCEPTED

Nicholas C.  
ATTEST: CITY RECORDER

Wayne J. Pyle  
WEST VALLEY CITY MANAGER

# Rental Home Topics

- Housing Definitions
- Legal Rental Scenarios
- Illegal Rental Scenarios
- Enforcing Illegal Rentals



# Housing Definitions

- “Boarding Home” means a Dwelling Unit, or portion thereof, wherein a room or rooms are rented under two or more separate written or oral rental agreements, leases, or subleases or combination thereof, whether or not the owner, agent, or rental manager resides within the Dwelling Unit. (WVC Code 7-1-103 (38))
- “Rental dwelling unit” shall mean any individual dwelling unit that is rented, leased, subleased, loaned, let or hired out, or used or occupied as a home or residence by any individual or entity other than the owner. (WVC Code 17-2-801 (3))

# Legal Rental Scenarios

- Scenario 1: An entire home is rented long-term as one unit by a single household under a single lease. In this scenario, the owner of the home needs a business license.
- Scenario 2: An entire home is rented short-term as one unit by a single household under a single lease. In this scenario, the owner of the home needs a business license.
- Scenario 3: An entire home is occupied and shared as one unit by the owner and one or more tenants under a single lease. The City has not required a business license in this scenario.
- Scenario 4: A portion of the home is occupied by the owner as one unit and the remaining portion of the home is occupied as a second unit (ADU) to tenants under a single lease. A business license is required for the rented unit and a building permit is required to create the second unit.



# Illegal Rental Scenarios

- Scenario 5: A portion of the home is rented to one or more tenants as one unit under one lease and the remaining portion of the home is rented to one or more tenants as a second unit under a separate lease. This scenario would constitute a two-unit dwelling or duplex and duplexes are not allowed in R-1 and A zones.
- Scenario 6: Individual rooms within a home are leased to one or more tenants with a separate lease for each room. This scenario describes a boarding home and boarding homes are not allowed in R-1 and A zones.

# Enforcing Illegal Rentals

- The biggest challenge is obtaining sufficient evidence.
- Examples of evidence include:
  - Online ads that describe illegal activity in text or photos
  - Construction work being done without a permit
  - Testimony from tenants
  - Appraisals or County Assessor records
  - The property address doesn't match the owner's address and there is no rental business license
  - Applicant admission on license application
  - Interior building inspection for related or unrelated work
  - Exterior license inspection (two mailboxes, two doors, etc.)

**11-2-109. SIGNS EXEMPT FROM THE PROVISIONS OF THIS TITLE.**

The following types of signs shall be exempt from the provisions of this Title, but not from requirements normally associated with the building permit process:

- (1) Any sign erected and maintained pursuant to and in discharge of any governmental function or required by any law, ordinance or governmental regulation;
- (2) Signs being manufactured, transported and/or stored within the City limits shall be exempt; provided, however, that such signs are not used, in any manner or form, for purposes of advertising at the place or places of manufacture or storage;
- (3) Signs located within malls, courts, arcades, porches, patios and similar areas where such signs are not visible from any point on the boundary of the premises;
- (4) Signs on licensed commercial vehicles, including trailers; provided, however, that such vehicles shall not be utilized as parked or stationary outdoor display signs within 40 feet of the right-of-way of a street;
- (5) Signs on vehicles regulated by the City that provide public transportation, including, but not limited to, buses and taxicabs;
- (6) Art or art forms which do not contain commercial speech;
- (7) Searchlights; and
- (8) Signs carried by a person; ~~and.~~
- (9) ~~Noncommercial banner signs.~~

**11-4-110. PROHIBITED SIGNS.**

The following signs are expressly prohibited by this Title:

- (1) Any mobile sign;
- (2) Signs containing or utilizing animation, excluding electronic message sign animation, as defined in Section 11-1-104(13);
- (3) A-frame signs except if located in and as regulated in the City Center zone;
- (4) Off-premises temporary signs except new development signs;

- (5) Feathers and flags used as temporary signs;
- (6) Streamers or pennant-type streamers;~~and~~
- (7) Any temporary sign attached to any other sign, fence, light/power pole, or structure not built and intended for support of such sign; and
- (8) Signs containing content which is not protected by the United States Constitution or the Utah Constitution.

## Code Enforcement Response/Availability

**From:** [Nichole Camac](#)  
**To:** [Don Christensen](#); [Jake Fitisemanu](#); [Karen.Lang@wvc-ut.gov](mailto:Karen.Lang@wvc-ut.gov); [Lars.Nordfelt@wvc-ut.gov](mailto:Lars.Nordfelt@wvc-ut.gov); [Scott Harmon](#); [tom.huynh@wvc-ut.gov](mailto:tom.huynh@wvc-ut.gov); [William Whetstone](#)  
**Cc:** [Ifo Pili](#); [John Flores](#); [Angel Pezely](#); [Tera Smith](#); [Layne Morris](#)  
**Subject:** Memo - Code Enforcement Response and Availability  
**Date:** Wednesday, April 24, 2024 2:39:00 PM  
**Attachments:** [Memo Code Enforcement Response and Availability.pdf](#)  
[image001.png](#)

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Mayor and Council,

Please see the requested memo in response to Code Enforcement response and availability. If you have any concerns from residents before/after hours, please let us know the address and Layne will ensure a staff member is available during the timeframe the issues are occurring. Thanks!

*Nichole Camac, CMC*

**City Recorder**

3600 South Constitution Blvd., West Valley City, UT 84119

**Phone** 801.963.3203 | **Fax** 801.963.3206

[Nichole.Camac@wvc-ut.gov](mailto:Nichole.Camac@wvc-ut.gov)




WEST VALLEY CITY *Utah*





TO: Ifo Pili, City Manager

From: Layne Morris, CPD Director 

Subject: Code Enforcement Response and Availability

Date: April 23, 2024

The Code Enforcement division regularly receives complaints regarding potential code violations that occur during off hours. Personnel are happy to discuss the situation with the complainant, and, if appropriate, take action. That action may start with a Courtesy Notice as an informal warning or educational opportunity; it may also involve scheduling time to observe the property to determine if there is an actual violation and the extent and frequency of the violation. Because the potential violations are alleged to occur before or after the working hours of the officer assigned to the area, the officer will either flex his or her schedule or coordinate with another officer to perform the initial investigation. Officers also closely communicate with Parking Enforcement officers for issues that include on-street parking, Police officers who investigate noise ordinance violations after 10:00 pm, Business Licensing for license status, and Zoning personnel for the details of any approved Home Occupation activity.



**From:** [Nichole Camac](#)  
**To:** [Don Christensen](#); [Jake Fitisemanu](#); [Karen.Lang@wvc-ut.gov](mailto:Karen.Lang@wvc-ut.gov); [Lars.Nordfelt@wvc-ut.gov](mailto:Lars.Nordfelt@wvc-ut.gov); [Scott Harmon](#); [tom.huynh@wvc-ut.gov](mailto:tom.huynh@wvc-ut.gov); [William Whetstone](#)  
**Cc:** [Ifo Pili](#); [John Flores](#); [Angel Pezely](#); [Tera Smith](#); [Jamie Young](#)  
**Subject:** Food Truck League/ City Events  
**Date:** Thursday, April 25, 2024 2:20:00 PM  
**Attachments:** [image001.png](#)

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Good Afternoon Mayor and Council,

During the City Council Meeting on March 19th, the Council requested follow up on potentially moving the "Hump Day Buffet" Food Truck Event to the Farmers Market event at Centennial Park. As a reminder, the Food Truck League was concerned about lack of visibility and low attendance at Fairbourne Station.

After discussion with the Farmer's Market managers, they do not want food trucks at Centennial Park the same night as the market. The vendors pay fees to be included in the market so the additional food trucks would take away business from those paying vendors.

Additionally, City Code doesn't allow food trucks unless in conjunction with a city sponsored event. The biggest challenge with food trucks is the mess they leave behind. Most clean up their truck and drive away, leaving trash all around. At Fairbourne Station, we have a plaza supervisor who is there to remind them to clean up, but also makes sure that the park is left clean at the end of the night. Because of this concern, staff would not recommend a recurring evening each week at Centennial Park.

The League has expressed desire to continue scheduling in West Valley City and staff will continue to work with them on potentially participating in events the City has planned over the summer.

Thank you!

*Nichole Camac, CMC*

**City Recorder**

3600 South Constitution Blvd., West Valley City, UT 84119

**Phone** 801.963.3203 | **Fax** 801.963.3206

[Nichole.Camac@wvc-ut.gov](mailto:Nichole.Camac@wvc-ut.gov)



WEST VALLEY CITY *Utah*

## Utah First Amphitheater Parking Lot

**From:** [Nichole Camac](#)  
**To:** [Don Christensen](#); [Jake Fitisemanu](#); [Karen.Lang@wvc-ut.gov](#); [Lars.Nordfelt@wvc-ut.gov](#); [Scott Harmon](#); [tom.huynh@wvc-ut.gov](#); [William Whetstone](#)  
**Cc:** [Ifo Pili](#); [John Flores](#); [Eric Bunderson](#); [Angel Pezely](#); [Tera Smith](#)  
**Subject:** Utah First Amphitheater- Parking Lot Concern  
**Date:** Thursday, April 25, 2024 2:03:00 PM  
**Attachments:** [Screenshot 2024-04-25 140149.png](#)  
[image001.png](#)

---

Good Afternoon Mayor and Council,

During the Council Meeting on April 23rd, Councilmember Harmon asked about vehicles parked in the parking lot of the Utah First Amphitheater.

West Valley City owns all the parcels around the Amphitheater (please see the attached map with parcels highlighted in yellow). Live Nation was granted exclusive parking easements to all parcels.

It seems that there was a misunderstanding where Live Nation believed they could store cars over the winter, due to these easements, and they allowed Ken Garff to do so. Eric Bunderson spoke with Mr. Jim McNeil who assured that the cars will be gone by May 1st and will no longer be allowed in the future.

Thank you!

*Nichole Camac, CMC*

**City Recorder**

3600 South Constitution Blvd., West Valley City, UT 84119

**Phone** 801.963.3203 | **Fax** 801.963.3206

[Nichole.Camac@wvc-ut.gov](mailto:Nichole.Camac@wvc-ut.gov)



WEST VALLEY CITY *Utah*

May 1, 2024

MEMORANDUM

TO: CITY COUNCIL

FROM: IFO PILI, CITY MANAGER

RE: UPCOMING MEETINGS AND EVENTS

**City Council Study Meetings are held at 4:30 P.M. every Tuesday unless otherwise noted.**

**City Council Regular Meeting are held at 6:30 P.M. every Tuesday unless otherwise noted.**

**May 2024**

May 8, 2024 <i>Wednesday</i>	Medallus Medical West Valley Ribbon Cutting (11 AM – 1 PM) & Facility Tour (8 AM – 8 PM); 3451 S 5600 W
May 10, 2024 <i>Friday</i>	WVCPD Employee Appreciation and Awards Banquet (Invitation Only) 6:30 PM; UCCC, 1355 W 3100 S
May 11, 2024 <i>Saturday</i>	MyHometown West Granger Day of Service, 8-12; Locations Vary
May 11, 2024 <i>Saturday</i>	Golden Spoke Ride, 8:30 AM; Ride Details at <a href="https://jordanrivercommission.com/golden-spoke-ride/">https://jordanrivercommission.com/golden-spoke-ride/</a>
May 11, 2024 <i>Saturday</i>	Shred Event, 9-11 AM; Overflow Parking Lot for the Maverik Center, 2210 W 3100 S
May 11, 2024 <i>Saturday</i>	Carriage Square Shopping Center Grand Re-Opening Celebration, 10 AM – 1 PM; 4128 S Carriage Square
May 15, 2024 <i>Wednesday</i>	West Valley Wednesday: Wellness Wednesday, 6PM; Zoom Webinar, WVCNS Facebook Page

May 17, 2024 <i>Friday</i>	Lauren Daigle, 7 PM; Maverik Center, 3200 Decker Lake Dr
May 18, 2024 <i>Saturday</i>	MyHometown Central Granger Day of Service, 8-12; Locations Vary
May 18, 2024 <i>Saturday</i>	Season Ovation “Arties” Awards (Invitation Only), 6 PM; West Valley Performing Arts Center, 3333 Decker Lake Dr
May 23, 2024 <i>Thursday</i>	Small Business Open House, 10 AM – 2 PM; SLCC Miller Campus, 9750 S 300 W
May 25, 2024 <i>Saturday</i>	Ramon Ayala, 8 PM; Maverik Center, 3200 Decker Lake Lake Dr
May 27, 2024 <i>Monday</i>	Memorial Day/City Offices Closed
May 30, 2024 <i>Thursday</i>	Brooks & Dunn: Reboot 2024 Tour, 7 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
May 31, 2024 <i>Friday</i>	Fierce Fighting Championship, 5:30 PM; Maverik Center 3200 Decker Lake Dr

## **June 2024**

June 1, 2024 <i>Saturday</i>	MyHometown North East Granger Day of Service, 8-12; Locations Vary
June 5, 2024 <i>Wednesday</i>	Red Hot Chili Peppers: Unlimited Love Tour, 7 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
June 6, 2024 <i>Thursday</i>	Sarah McLachlan - Fumbling Towards Ecstasy 30 <sup>th</sup> Anniversary Tour, 7:30 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
June 7, 2024 <i>Friday</i>	“The Lightning Thief” Opens, 7:30 PM; West Valley Performing Arts Center, 3333 S Decker Lake Dr



June 7, 2024 <i>Friday</i>	Brit Floyd, 8 PM; Maverik Center, 3200 S Decker Lake Dr
June 8, 2024 <i>Saturday</i>	MyHometown West Granger Day of Service, 8-12; Locations Vary
June 12, 2024 <i>Wednesday</i>	West Side Wednesday (WVC Residents Receive 50 % off "The Lighting Thief" Tickets), 7:30 PM; West Valley Performing Arts Center, 3333 S Decker Lake Dr
June 13-16, 2024 <i>Thursday - Sunday</i>	WestFest
June 13, 2024 <i>Thursday</i>	Caifanes & Café Tacvba Live, 8 PM; Maverik Center, 3200 Decker Lake Dr
June 14, 2024 <i>Friday</i>	Janet Jackson, 8 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
June 19, 2024 <i>Wednesday</i>	Juneteenth/City Offices Closed
June 19, 2024 <i>Wednesday</i>	Juneteenth Celebration, 6-8 PM: UCCC, 1355 W 3100 S
June 19, 2024 <i>Wednesday</i>	West Valley Wednesday: Weed Out Wednesday, 6PM; Zoom Webinar, WVCNS Facebook Page
June 20, 2024 <i>Thursday</i>	Cage The Elephant, 6:30 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
June 22, 2024 <i>Saturday</i>	MyHometown Central Granger Day of Service, 8-12; Locations Vary
June 25, 2024 <i>Tuesday</i>	Regular Primary Election, 7 AM to 8 PM; West Valley City Hall Lobby, 3600 S Constitution Blvd.
June 25, 2024 <i>Tuesday</i>	Third Eye Blind and Yellowcard, 6:30 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd

June 26, 2024 <i>Wednesday</i>	Styx & Foreigner with John Waite, 6:45 PM; Utah First Credit Union Amphitheatre,
June 29, 2024 <i>Saturday</i>	MyHometown North East Granger Day of Service, 8-12; Locations Vary
June 29, 2024 <i>Saturday</i>	New Kids On The Block with Paula Abdul & DJ Jazzy Jeff, 7 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
June 30, 2024 <i>Sunday</i>	Theo Von, 7 PM; Maverik Center, 3200 Decker Lake Dr

## **July 2024**

July 4, 2024 <i>Thursday</i>	Independence Day/City Offices Closed
July 9, 2024 <i>Tuesday</i>	UNP Partners in the Park, 6-8 PM; Parkway Park, 3405 W Parkway Boulevard
July 9, 2024 <i>Tuesday</i>	Noah Kahan: We'll All Be Here Forever Tour, 8 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
July 11, 2024 <i>Thursday</i>	Hootie & the Blowfish – Summer Camp with Trucks Tour, 7 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
July 15, 2024 <i>Monday</i>	Lindsey Stirling, 7 PM; Maverik Center, 3200 Decker Lake Dr
July 17, 2024 <i>Wednesday</i>	West Valley Wednesday: Watch Wednesday, 6PM; Zoom Webinar, WVCNS Facebook Page
July 18, 2024 <i>Thursday</i>	Barbie The Movie: In Concert, 8 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
July 20, 2024 <i>Saturday</i>	Niall Horan: "The Show" Live on Tour 2024, 7:30 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd

July 21, 2024 <i>Sunday</i>	A Day To Remember - The Least Anticipated Album Tour, 6:30 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
July 24, 2024 <i>Wednesday</i>	Pioneer Day Holiday/City Offices Closed
July 29, 2024 <i>Monday</i>	Neil Young, 7:30 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
July 30, 2024 <i>Tuesday</i>	Thirty Seconds To Mars – Seasons World Tour, 6:30 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
July 31, 2024 <i>Wednesday</i>	Bush, 6 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd

## **August 2024**

August 1, 2024 <i>Thursday</i>	Alanis Morissette – The Triple Moon Tour, 7 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
August 1, 2024 <i>Thursday</i>	Los Temerarios, 8 PM; Maverik Center, 3200 Decker Lake Dr
August 2, 2024 <i>Friday</i>	Los Temerarios, 8 PM; Maverik Center, 3200 Decker Lake Dr
August 3, 2024 <i>Saturday</i>	MyHometown West Granger Day of Service, 8-12; Locations Vary
August 3, 2024 <i>Saturday</i>	National Night Out Block Parties, Times Vary; Locations Vary
August 3, 2024 <i>Saturday</i>	MyHometown West Granger CRC Fall Event, TBD; 3305 South Scottsdale Drive
August 3, 2024 <i>Saturday</i>	Sam Hunt, 7 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd

August 4, 2024 <i>Sunday</i>	Los Temerarios, 8 PM; Maverik Center, 3200 Decker Lake Dr
August 6, 2024 <i>Tuesday</i>	National Night Out Block Parties, Times Vary; Locations Vary
August 10, 2024 <i>Saturday</i>	MyHometown Central Granger Day of Service, 8-12; Locations Vary
August 10, 2024 <i>Saturday</i>	Hot Wheels Monster Truck Live Glow Party, 12:30 PM & 7:30 PM; Maverik Center, 3200 Decker Lake Dr
August 11, 2024 <i>Sunday</i>	Hot Wheels Monster Truck Live Glow Party, 2:30 PM; Maverik Center, 3200 Decker Lake Dr
August 15, 2024 <i>Thursday</i>	Dirty Heads & Slightly Stoopid w/ Common Kings, The Elovaters, 6 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
August 16, 2024 <i>Friday</i>	National Night Out Block Parties, Times Vary; Locations Vary
August 16, 2024 <i>Friday</i>	Jhene Aiko, 7 PM; Maverik Center, 3200 Decker Lake Dr
August 17, 2024 <i>Saturday</i>	MyHometown North East Granger Day of Service, 8-12; Locations Vary
August 17, 2024 <i>Saturday</i>	Megadeth, 6:30 PM; Maverik Center, 3200 Decker Lake Dr
August 18, 2024 <i>Sunday</i>	Loserville 2024, 6:30 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
August 19, 2024 <i>Monday</i>	National Night Out Senior Safety Fair, 9-11 AM; Family Fitness Center, 5415 West 3100 South
August 19, 2024 <i>Monday</i>	National Night Out Family Safety Fair, 4:30-6:30 PM; Family Fitness Center, 5415 West 3100 South
August 20, 2024	Tyler Childers – Mule Pull '24 Tour, 7:30 PM; Utah First

<i>Tuesday</i>	Credit Union Amphitheatre, 5150 Upper Ridge Rd
August 21, 2024 <i>Wednesday</i>	West Valley Wednesday: Wellness Wednesday, 6PM; Zoom Webinar, WVCNS Facebook Page
August 24, 2024 <i>Saturday</i>	MyHometown North East Granger CRC Fall Event, TBD; 2835 South 2855 West
August 24, 2024 <i>Saturday</i>	Blue October / Switchfoot / Matt Nathanson, 6:30 PM, Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
August 26, 2024 <i>Monday</i>	National Night Out Block Parties, Times Vary; Locations Vary
August 28, 2024 <i>Wednesday</i>	SummerFest (NNO), 5-8 PM; Fairbourne Station Promenade, 2905 West Lehman Avenue
August 30, 2024 <i>Friday</i>	The Doobie Brothers 2024 – Presented by 103.5 The Arrow, 7 PM; Utah First Credit Union Amphitheatre - 5150 Upper Ridge Road, 5150 Upper Ridge Rd
August 31, 2024 <i>Saturday</i>	Gloria Trevi, 8 PM; Maverik Center, 3200 Decker Lake Dr
August 31, 2024 <i>Saturday</i>	Hozier – Unreal Unearth Tour 2024, 8 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd

## **September 2024**

September 2, 2024 <i>Monday</i>	Labor Day/City Offices Closed
September 5, 2024 <i>Thursday</i>	Human Musical Group Sensations GLASS ANIMALS: TOUR OF EARTH, 7:45 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
September 6, 2024 <i>Friday</i>	Creed – Summer of '99 Tour, 7 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
September 7, 2024	MyHometown West Granger Day of Service, 8-12;



<i>Saturday</i>	Locations Vary
September 7, 2024 <i>Saturday</i>	MyHometown Central Granger CRC Fall Event, TBD; 2850 West 3835 South
September 7, 2024 <i>Saturday</i>	Jason Aldean: Highway Desperado Tour 2024, 7:30 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
September 13, 2024 <i>Friday</i>	Lainey Wilson: Country's Cool Again Tour, 7 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
September 14, 2024 <i>Saturday</i>	MyHometown Central Granger Day of Service, 8-12; Locations Vary
September 18, 2024 <i>Wednesday</i>	West Valley Wednesday: Weed Out Wednesday, 6PM; Zoom Webinar, WVCNS Facebook Page
September 20, 2024 <i>Friday</i>	Dan + Shay, 7 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
September 20, 2024 <i>Friday</i>	Heart, 8 PM; Maverik Center, 3200 Decker Lake Dr
September 21, 2024 <i>Saturday</i>	MyHometown North East Granger Day of Service, 8-12; Locations Vary
September 21, 2024 <i>Saturday</i>	Los Tigres del Norte, 8:30 PM; Maverik Center, 3200 Decker Lake Dr
September 23, 2024 <i>Monday</i>	Gold Over America Tour Starring Simone Biles, 7:30 PM; Maverik Center, 3200 Decker Lake Dr
September 25, 2024 <i>Wednesday</i>	Pitbull, 8 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
September 26, 2024 <i>Thursday</i>	ZZ Top & Lynyrd Skynyrd, 7 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd

## **October 2024**

October 5, 2024 <i>Saturday</i>	Breaking Benjamin & Staind with Special Guest Daughtry, 5:30 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
October 11, 2024 <i>Friday</i>	Imagine Dragons, 7 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
October 12, 2024 <i>Saturday</i>	MyHometown Central Granger Day of Service, 8-12; Locations Vary
October 12, 2024 <i>Saturday</i>	Imagine Dragons, 7 PM; Utah First Credit Union Amphitheatre, 5150 Upper Ridge Rd
October 16, 2024 <i>Wednesday</i>	West Valley Wednesday: Watch Wednesday, 6PM; Zoom Webinar, WVCNS Facebook Page
October 17, 2024 <i>Thursday</i>	Zach Williams Feat. Cain, Matt Maher, and Ben Fuller, 7 PM; Maverik Center, 3200 Decker Lake Dr
October 18, 2024 <i>Friday</i>	Gabriel Iglesias, 8 PM; Maverik Center, 3200 Decker Lake Dr
October 19, 2024 <i>Saturday</i>	MyHometown West Granger Day of Service, 8-12; Locations Vary
October 19, 2024 <i>Saturday</i>	MyHometown North East Granger Day of Service, 8-12; Locations Vary
October 19, 2024 <i>Saturday</i>	FallFest, 12-2 PM; Roots Charter High School Garden, 1301 Cesar Chavez Drive (2320 S)

## **November 2024**

November 5, 2024 <i>Tuesday</i>	Regular General Election, 7 AM to 8 PM; West Valley City Hall Lobby, 3600 S Constitution Blvd
November 11, 2024 <i>Monday</i>	Veteran's Day/City Offices Closed

November 15, 2024 <i>Friday</i>	Winter Market, 2 – 8 PM; WVCFFC, 5415 W 3100 S
November 16, 2024 <i>Saturday</i>	Winter Market 10 AM – 6 PM; WVCFFC, 5415 W 3100 S
November 20, 2024 <i>Wednesday</i>	West Valley Wednesday: Wellness Wednesday, 6PM; Zoom Webinar, WVCNS Facebook Page
November 23, 2024 <i>Saturday</i>	City Hall Lobby Decorating, 8-Noon; West Valley City Hall, 3600 South Constitution Blvd
November 23, 2024 <i>Saturday</i>	Survivor's of Suicide Loss, 2-4 PM; West Valley City Hall, 3600 South Constitution Blvd
November 23, 2024 <i>Saturday</i>	MyHometown Youth Council Friendsgiving, TBD; Utah Cultural Celebration Center, 1355 W 3100 S
November 28, 2024 <i>Thursday</i>	Thanksgiving/City Offices Closed

## **December 2024**

December 18, 2024 <i>Wednesday</i>	Giving Tree, Wrapping, 8-11 AM; Utah Cultural Celebration Center, 1355 West 3100 South
December 18, 2024 <i>Wednesday</i>	West Valley Wednesday: Weed Out Wednesday, 6PM; Zoom Webinar, WVCNS Facebook Page
December 19, 2024 <i>Thursday</i>	Giving Tree, Family Event, TBD; Utah Cultural Celebration Center, 1355 West 3100 South
December 25, 2023 <i>Wednesday</i>	Christmas Day/City Offices Closed



A Special Electronic Meeting of the West Valley City Redevelopment Agency will be held on Tuesday, May 14, 2024, at 6:30 PM, or as soon thereafter as the City Council Meeting is completed, in the Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at <https://www.youtube.com/user/WVCTV>.

LARS NORDFELT, CHAIR  
JAKE FITISEMANU, VICE CHAIR

## A G E N D A

1. Call to Order- Chair Lars Nordfelt

2. Opening Ceremony

3. Roll Call

4. Approval of Minutes:

A. May 7, 2024

5. Resolutions:

A. 24-02: Award a Contract to and Authorize the Execution of a Professional Services Agreement with EV Power Exchange (USA) Corp.

- West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.
- If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.
- Electronic connection may be made by telephonic or other means. In the event of an electronic meeting, the anchor location is designated as City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah.

- B. 24-03: Authorize the Expenditure of Funds from the Granger Crossing Project Area for the Purchase of Vehicle Charging Stations
- C. 24-04: Authorize the Expenditure of Funds from the Hercules Project Area for the Purchase of Vehicle Charging Stations
- D. 24-05: Authorize the Expenditure of Funds from the Jordan River Project Area for the Purchase of Vehicle Charging Stations
- E. 24-06: Authorize the Expenditure of Funds from the North Central Project Area for the Purchase of Vehicle Charging Stations

6. Adjourn



Item:

Fiscal Impact: \$2,752,199

Funding Source: RDA

Account #: \_\_\_\_\_

Budget Opening Required: ☐

**ISSUE:**

This resolution would approve an agreement between West Valley City Redevelopment Agency and EV Power Exchange Corp to provide West Valley City with Electric Vehicle Charging Stations at five (5) locations.

**SYNOPSIS:**

This agreement would allow EV Power Exchange to install and manage twenty-six (26) 50KW DC fast chargers at West Valley City owned and operated facilities:

Maverik Center -	10
UCCC -	4
Fitness Center -	4
The Ridge GC -	4
Stonebridge GC -	4

These EV chargers will be open for public use and will have a fee for their use. The revenue generated from these chargers will cover the cost of the maintenance and monitoring of the systems.

**BACKGROUND:**

The Office of Sustainability, having an interest in providing EV charging stations in WVC, put out an RFP in August of 2023. Eleven (11) different companies provided proposals, and based on the established criteria and scoring matrix, EV Power Exchange was selected. The total fiscal impact of the contract is \$2,752,199, however, since the agreement was negotiated, one of the sites, ARA Industrial Park, has declined to have charging stations at their location. At the advice of the City Attorney's office, and since the agreement is written as a "not to exceed" price, we moved forward with the agreement as written. The total amount, less the 6<sup>th</sup> site will be \$2,370,223. The RDA has \$850,000 in the current year's budget allocated for this project. The balance is included in the RDA budget for the next fiscal year. We have received a grant from Rocky Mountain Power in the amount of \$600,000 for this project. This money will be paid to the RDA after completion, reducing the actual cost to \$1,770,223. Additional State and Federal grants and credits are currently being applied for which could further reduce the overall cost of the project.

**RECOMMENDATION:**

The WVC RDA and Office of Sustainability recommend approval.

**SUBMITTED BY:**

Jonathan Springmeyer, RDA Director and Chief Sustainability Officer.

**REDEVELOPMENT AGENCY OF WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AWARDING A CONTRACT TO AND  
AUTHORIZING THE EXECUTION OF A PROFESSIONAL  
SERVICES AGREEMENT WITH EV POWER EXCHANGE (USA)  
CORP.**

**WHEREAS**, the Agency requires the installation of electric vehicle charging stations at certain properties in the City; and

**WHEREAS**, the Agency sought proposals from qualified contractors to perform said work; and

**WHEREAS**, EV Power Exchange (USA) Corp. (“EVPower”) submitted the most responsive and responsible proposal; and

**WHEREAS**, a Professional Services Agreement (the “Agreement”) has been prepared by and between the City and EVPower setting forth the terms on which said services shall be rendered; and

**WHEREAS**, the Board of Directors of the Redevelopment Agency of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to authorize the execution of said Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Redevelopment Agency of West Valley City, Utah, that the contract is awarded to EVPower, that the Agreement is hereby approved, and that the Chief Executive Officer is hereby authorized to execute said Agreement for and on behalf of the Agency, subject to approval of the final form of said Agreement by the City Attorney’s Office.

**PASSED, APPROVED and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

WEST VALLEY CITY

\_\_\_\_\_  
CHAIR

ATTEST:

\_\_\_\_\_  
SECRETARY



**EV Power Exchange (USA) Corp.**

2197 South 2200 East,

Salt Lake City, UT 84109

Main: (801) 916-0792

Email: [tnicolaides@evpowerexchange.com](mailto:tnicolaides@evpowerexchange.com)

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8/22/2023

**City of West Valley**

Attn: Electric Vehicle Charging Stations Project

3600 Constitution Blvd

West Valley City, UT 84119

**cityofwestvalley@wvc-ut.gov**

**Subject: Request for Proposal (RFP) Response - Comprehensive EV Charger Solution**

Dear Electric Vehicle Charging Stations Project Manager,

Thank you for the opportunity to submit a proposal for the implementation of an Electric Vehicle (EV) charger solution. We are excited to present our EV charging solution, leveraging our extensive expertise in providing high availability services and industry relationships to provide a seamless and comprehensive experience for our partners and customers.

**1. INTRODUCTION AND BACKGROUND**

EV Power Exchange (USA) Corp. (“**EV Power**”) is an industry leader, devoted to accelerating the efficiency, accessibility, and convenience of EV charging infrastructure. Our full turnkey solutions, strategic partnerships with Original Equipment Manufacturers (OEMs), installers, and maintenance providers, and robust proprietary software perfectly aligned with West Valley City's sustainable vision.

At EV Power, we take pride in offering a comprehensive, end-to-end EV charging solution. From project inception and site selection to managed services and long-term usage, we handle every aspect of the process, making it effortless for partners to embrace EV charging infrastructure. Our roots in Utah allow us to stimulate local growth and understand the unique needs of West Valley City, while our strategic collaborations help secure prime locations for our charging stations. This proactive approach helps prevent potential project delays, ensuring on-time project completion and reduced downtime.

We employ a variety of financial models to incentivize property owners and encourage wider adoption of our EV charging infrastructure, creating mutually beneficial partnerships. Our charging stations are

designed with user-friendly interactions in mind, featuring advanced digital signs and surveillance systems. These enhancements not only provide advertising opportunities but also ensure the safety of the assets and the properties designated by our customers for best-in-class EV Charging Services. Furthermore, we maintain an extensive inventory of spare parts, and commit to 98% operational uptime, which is unrivaled in the industry. Additionally, we provide a reservation system for peak times for the convenience of EV Drivers

At EV Power Exchange (USA) Corp., we are dedicated to helping propel West Valley City towards a sustainable future. Through our comprehensive services and ongoing commitment to innovation, and uptime performance we are uniquely positioned to facilitate this transition.

## **2. SCOPE OF WORK**

EV Power Exchange (USA) Corp. proposes to deliver a comprehensive turnkey solution for West Valley City's electric vehicle infrastructure needs. This includes the provision and installation of 50 KW DC fast chargers from leaders in the industry selected for their superior efficiency, durability, uptime, intuitive user interface and robust back office so all chargers can be monitored in real time 24x7.

These stations come equipped with a suite of smart features such as automatic fault detection, real-time status updates, and remote-control capabilities. Additionally, through our proprietary software and mobile application, we enable users to reserve charging stations in advance, enhancing user convenience and efficiency.

Beyond the supply and installation, we pledge to manage the operations and maintenance of the charging stations, leveraging our industry relationships and expertise. Our commitment to maintaining an extensive inventory of spare parts and secondary gear ensures swift post-installation service, mitigating potential operational delays and delivering on our 98% uptime promise.

Our robust networked solution not only allows for efficient remote monitoring and control of the stations but also opens up potential for future enhancements such as API integration for push notifications, real-time updates, and charging status notifications enhancing user convenience.

In our proposal, we will also provide detailed site drawings and quotations. These will outline the optimal placement of the charging stations for maximum coverage and accessibility, along with a complete breakdown of costs for full transparency.

In choosing EV Power Exchange (USA) Corp., West Valley City will be opting for a partner who understands the evolving landscape of EV charging infrastructure, one that is equipped and ready to meet the needs of the community. We maintain robust associations with local and state advocacy groups to stay informed about policy changes and leverage opportunities in the rapidly evolving EV charging market. This proactive approach allows us to adapt quickly to changing regulations and deliver cutting-edge solutions.

We also offer a networked solution for monitoring usage and controlling the stations remotely.

In addition, we will provide maintenance and service as required, with our team ready to respond 24/7 to any issues or queries.

As part of our comprehensive proposal, all consultants and partners that EV Power Exchange utilizes are encompassed within the RFP approval. This integration ensures a cohesive and streamlined approach, fulfilling West Valley City's specific EV charging infrastructure needs.

### **3. CONDITIONS TO TENDER:**

We understand and agree to the terms of participation in this RFP. All costs associated with developing and submitting our proposal will be borne by us. We acknowledge that West Valley City is under no obligation to award a contract, even if all requirements in the RFP are met.

We agree that all materials submitted will become the property of West Valley City and may be used, modified, or rejected as the City sees fit.

### **4. LOCATION DETAILS:**

Upon careful review of the proposed locations, EV Power Exchange (USA) Corp. is well-prepared to deliver effective EV charging solutions at each site. Our in-depth understanding of site selection, honed by years of experience in diverse settings, gives us the confidence to affirm that there will be no insurmountable challenges.

One of our initial steps will be a meticulous survey of each site to optimize the placement of our EFACEC QC45 model EV charging stations. Through strategic positioning, we will ensure the charging stations are not only easily accessible and ADA compliant but also visible, thus encouraging broader utilization.

Our understanding of local regulations, strong relationships with Original Equipment Manufacturers (OEMs), installers, and maintenance providers will be leveraged to secure smooth installations and ensure ongoing compliance with the industry's best practices.

Our commitment to local engagement further assures that any site-specific challenges will be efficiently resolved with the cooperation of local businesses. This approach not only supports the community but also fosters an environment that promotes swift and efficient installation and maintenance of the charging stations.

As part of our proposal, detailed site drawings will be provided, illustrating the optimal set-up and layout for each location. This step reinforces our commitment to transparency and ensures a clear understanding of the project's scope.

In choosing EV Power Exchange (USA) Corp., West Valley City will benefit from a seasoned, reliable, and innovative partner, ensuring a seamless execution of this project and a boost to the City's sustainable future.



## **5. PROPOSAL REQUIREMENTS:**

Our proposal is built upon our robust industry relationships, deep local engagement, and extensive experience in the EV charging infrastructure space. The components include:

**Detailed Description of Proposed EV Charging Stations:** We will be deploying the state-of-the-art EFACEC QC45 model charging stations. Our proposal contains detailed technical specifications, capacities, and a user-friendly design augmented by smart features like automatic fault detection and real-time status updates.

**Comprehensive Implementation Plan:** Our plan incorporates a meticulous site survey, followed by strategic installation, detailed site drawings, and a timeline for project execution. Our turnkey solution promises seamless integration from project inception to completion.

**Transparent Cost Proposal:** A clear proposal of costs associated with equipment, installation, and maintenance.

**Company Qualifications and References:** Our proposal showcases our experience, qualifications, strong industry relationships, and successful past projects. It highlights our ongoing local and state advocacy efforts, our commitment to local employment, and our promising partnerships that ensure prime locations for charging stations.

In essence, EV Power Exchange (USA) Corp. brings together innovation, community engagement, and industry expertise to create a sustainable and efficient EV charging infrastructure for West Valley City.

## **6. SELECTION CRITERIA:**

We believe that our proposal will meet and exceed the selection criteria. We have a solid company background, a wide range of product offerings, and top-tier customer support and professional services. Our deal structuring options are flexible, and we offer several additional differentiators, such as access to prime locations, partnerships with local businesses, and rewarding loyalty programs.

### **Provision of Services and Products Required Above (50%):**

EV Power Exchange proposes to deliver a comprehensive turnkey solution, including the provision and installation of EFACEC QC45 model EV charging stations. Our end-to-end solution covers project inception to long-term usage, including strategic site selection, managed services, training, and ongoing support. Our industry-leading charging stations come with smart features, advanced surveillance systems, and proprietary software for enhanced user experience.

### **Price (25%):**

We will provide a complete breakdown of costs, including equipment, installation, training,

maintenance, and additional services, assuring full transparency. Our flexible financial models are designed to suit various budget requirements and foster mutually beneficial partnerships.

*Station preparation costs specific to each location and property are subject to fluctuations of the Electrical Contractor and the Power utility charges. Any changes to the pricing contained in this proposal are subject to a "Change Order" which will be priced separately based on the then current labor rates and equipment costs. Permitting and Easements are not included.*

#### **Time for Delivery of Products (15%):**

We commit to a strict adherence to the timeline mentioned in the RFP. Our proactive approach, extensive inventory of spare parts, and commitment to a 98% operational uptime promise help ensure on-time project completion and reduced downtime.

#### **Ability to Respond Promptly to City Support and/or Maintenance Needs (10%):**

We guarantee swift post-installation service and 24/7 support. Our local presence in Utah assures prompt response to support and maintenance needs, aligning with West Valley City's vision for sustainable EV charging infrastructure.

#### **7. TIMELINE:**

We understand the timeline mentioned in the RFP and commit to strictly adhering to it, ensuring timely execution of all project stages.

#### **8. SUBMISSION OF PROPOSALS:**

We will submit our proposal electronically to the given email address. In case of any issues, we will use the mailing address provided for physical submissions.

#### **9. QUESTIONS:**

All questions regarding this RFP will be directed to the provided email address. We appreciate this opportunity and look forward to serving West Valley City in their quest for sustainability.

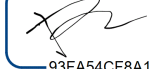
Our EV charging solutions cater to property partners, merchants within your city and to the EV owner. All of those associated with this West Valley City initiative will realize the benefits of having DC Fast Charging facilities in their neighborhood. We believe that our expertise, industry relationships, and commitment to innovation make us the ideal choice for implementing a successful EV charging infrastructure.

We look forward to the opportunity to discuss this proposal further and explore how we can collaborate to advance sustainable mobility in West Valley City. Should you have any questions or require additional information, please do not hesitate to contact us.

Thank you for considering our proposal.

Sincerely,

DocuSigned by:



93FA54CF8A194D0...

Travis Nicolaides

Chief Revenue Officer

EV Power Exchange (USA) Corp.

8/22/2023

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 25th day of March, 2024, by and between the Redevelopment Agency of West Valley City (hereinafter, the "Agency"), a political subdivision of the State of Utah located at 3600 South Constitution Blvd., West Valley City, Utah 84119, and EV Power Exchange (USA) Corp. (hereinafter, "Contractor"), a corporation located at 50 West Broadway #300 Salt Lake City, UT 84101. The Agency and Contractor shall each be referred to individually as a "Party," and collectively as the "Parties."

### WITNESSETH:

WHEREAS, in order to promote additional commercial activity and redevelopment throughout the City, the Agency requires the installation of certain electric vehicle charging stations (the "Work"); and

WHEREAS, the Agency issued a request for proposals seeking qualified entities to perform said Work; and

WHEREAS, the Agency has selected Contractor to perform said Work.

NOW, THEREFORE, for and in consideration of the mutual covenants made herein, the Parties hereby agree as follows:

### AGREEMENT:

1. **Project Description.** Contractor shall provide and install the electric vehicle charging stations listed in Contractor's proposal (attached hereto and incorporated herein as Exhibit "A") as further set forth herein.
2. **Contractor's Services.** Subject to the limitations in this Agreement, including but not limited to this Section 2, Contractor shall provide and install the equipment listed in Exhibit "A."
  - a. This Agreement is non-exclusive and shall not guarantee any Work or compensation to Contractor. All of the sites, none of the sites, or some of the sites may ultimately be installed at the Agency's sole and absolute discretion.
  - b. Station installation is dependent upon site and funding availability, potential grant funding, Agency priorities, and other known and unknown limitations. The Contractor shall not perform any Work or contract for materials, equipment, or labor without a written authorization from the Agency to proceed on a specific site and shall not receive any compensation or reimbursement for any such Work performed without said authorization. This Agreement is not authorization to proceed on any site.
  - c. As set forth in Exhibit "A", the specific compensation for each site shall be agreed upon by the Agency and Contractor after taking into account site-specific factors, changes in labor or material costs, and any other relevant factors.

3. **Contractor's Responsibilities.** Contractor will provide all professional services, labor, and materials necessary for the performance of the Work. Contractor agrees that the compensation set forth herein and agreed upon prior to proceeding on a site represents adequate and sufficient consideration for all professional services, labor, and materials necessary for the Work, whether or not those services are individually expressed in this Agreement. Contractor shall provide a warranty covering parts and labor for the Work for the term set forth in Exhibit "A" or as otherwise agreed by the Contractor and the Agency.
4. **Additional Services.** The Agency shall only be obligated to compensate Contractor as set forth in this Agreement. The Agency shall not be obligated to compensate Contractor for any additional services unless those services are approved, in writing, by the Agency.
5. **Agency's Responsibilities.** The Agency shall be responsible for the following:
  - A. **Compensation.** Compensation for any particular site shall be agreed upon by the Contractor and the Agency as set forth above. Compensation paid pursuant to this Agreement shall not exceed \$2,752,199.00.
6. **Termination.** Either Party may terminate this Agreement for cause by providing written notice of default to the other Party and giving ten days to cure the alleged default. In addition, the Agency may terminate this Agreement without cause at its sole discretion. In the event of a termination without cause, all Work ordered prior to the termination shall be performed and all compensation due for said Work shall be paid.
7. **Completion Date and Term.** Unless terminated in accordance with Section 6 above, this Agreement shall remain in effect for five years from the date of execution, except that the warranty shall remain effective for the full term indicated in Section 3.
8. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Notice to any Party may be addressed in such other commercially reasonable way that such Party may, from time to time, designate in writing and deliver to the other Parties as set forth in this section. Such written communication shall be effective upon personal delivery or upon being sent by overnight mail service; by facsimile (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective Parties as follows:

If to the Agency:      Redevelopment Agency of West Valley City  
                                    Attn: City Manager  
                                    3600 Constitution Blvd.  
                                    West Valley City, Utah 84119

With a copy to:        West Valley City



Attn: City Attorney  
3600 Constitution Boulevard  
West Valley City, Utah 84119

If to Contractor: EV Power Exchange (USA) Corp.  
50 West Broadway #300  
Salt Lake City, UT 84101

9. **Relationship of the Parties.** It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by the Parties. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties hereto, constitute any Party the agent of another Party, nor authorize any Party to make or enter into any commitments for or on behalf of any other Party. It is understood and agreed that Contractor is an independent contractor, and that the officers and employees of Contractor shall not be employees, officers, or agents of the Agency; nor shall they represent themselves to be Agency employees; nor shall they be entitled, as a result of the execution of this Agreement, to any benefits or protections that would otherwise be available to Agency employees.
10. **Conflict of Interest.** Contractor warrants that no Agency employee, official, or agent has been retained by Contractor to solicit or secure this Agreement upon an agreement or understanding to be or to become an officer, agent, or employee of Contractor, or to receive a commission, percentage, brokerage, contingent fee, or any other form of compensation. Contractor further warrants that Contractor shall not engage in any activity, or accept any employment, interest, or contribution that would appear to compromise Contractor's professional judgment with respect to the Work.
11. **Indemnification.** To the fullest extent permitted by law, Contractor agrees to indemnify, defend, and hold the Agency and West Valley City harmless from and against any and all claims, losses, liabilities, costs, lawsuits, damages, and expenses, including court costs and attorney's fees, by reason of any claim and/or liability imposed, claimed, and/or threatened against the Agency or City for damages because of bodily injury, death, and/or property damages or loss (including, without limitation, tangible or intangible property or rights or economic loss, wherever occurring) arising out of, or in consequence of, the performance of the Contractor's services under this Agreement, to the extent that such bodily injuries, death, and/or property damages or loss (including, without limitation, tangible or intangible property or rights or economic loss, wherever occurring) are attributable to the negligence of Contractor and/or Contractor's consultants, subconsultants of any tier, representatives, servants, agents, employees, and/or assigns. As used in this section, the Agency or City shall also refer to the consultants, officers, agents, assigns, volunteers, and employees of the Agency or City. The indemnification required by this Section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the sole negligence of the Agency or City. In addition, Contractor agrees to procure from each consultant retained by Contractor with respect to the Project an indemnity agreement in favor of the City to the same extent and form as this Section.

12. **Insurance.** Contractor shall secure and maintain throughout the period of this Agreement (and, with respect to professional liability insurance, for a period of three (3) years from the date of final payment to Contractor hereunder), such insurance as will protect Contractor and the Agency with respect to the services under this Agreement, from claims of any kind and nature whatsoever in accordance with the following limits and conditions:
- A. **Commercial General Liability Insurance.** Combined single limit per occurrence (covering bodily injury liability and property damage liability) in an amount not less than \$3,000,000, annual aggregate: \$3,000,000.
  - B. **Comprehensive (Hired or Non-Owned) Automobile Liability Insurance.** Combined single limit per occurrence (including bodily injury liability and property damage liability) in an amount not less than \$2,000,000.
  - C. **Worker's Compensation.** In an amount not less than the statutory limits required by law.
  - D. **Employer's Liability Insurance.** In an amount not less than \$2,000,000.
  - E. **Consultants.** Contractor shall require that any and all consultants engaged or employed by Contractor, either directly or by assignment, secure and maintain the same insurance coverages with the same deductible limitations, the same limits of liability, and for the same period in with the same conditions as stated in this Section.
  - F. **Conditions.** Contractor shall not commence services under this Agreement until Contractor has obtained all insurance required herein. Except for the Worker's Compensation, Employer's Liability and Professional Liability Insurance, the insurance required herein shall name the Agency as Additional Insured and Endorsements shall be issued accordingly. Such Certificates of Insurance and Endorsements shall be provided to the Agency at the execution of this Agreement. Contractor shall notify the Agency not less than thirty (30) days prior to any cancellation, modification or nonrenewal of any of the required insurance herein. If the Agency is damaged in any way by failure of Contractor or Contractor's consultants to purchase and maintain the insurance coverages and/or limits of liability required under this Section, Contractor shall bear all costs, expenses, and damages incurred by the Agency arising out of such failure to purchase and maintain the insurance coverages and/or liability limits required under this Section. In addition, the Agency reserves the right to require greater limits of insurance coverages under this Section at any time in accordance with any changes in the Utah Governmental Immunity Act.
13. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and to their respective successors-in-interest. This Agreement will not be assigned

by either Party hereto without the express written consent of the other Party, not to be unreasonably withheld. Notwithstanding the foregoing, a Party may assign this Agreement and in the context of a change of control or the sale of all or substantially all of its assets without the consent of the other Party, provided that the assignee assumes all obligations of the assignor through novation and that the assignor provides reasonable advance written notice to the other Party.

14. **No Third-Party Beneficiaries.** The execution, performance, and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties hereto, to any entity or Party other than Contractor and the Agency.
15. **Non-Waiver.** Failure on the part of a Party to complain of any action or non-action on the part of the other Parties, no matter how long the same may continue, shall not be deemed to be a waiver by such Party of any of its rights hereunder. The consent or approval by a Party to or of any action of the other Parties requiring such consent or approval shall not be deemed to waive or render unnecessary such consent or approval to or of any subsequent similar act.
16. **Attorney's Fees.** In the event of any litigation arising out of this Agreement, the substantially prevailing Party or Parties shall be entitled to recover reasonable costs and expenses of such litigation from the other Party or Parties, including, without limitation, reasonable attorneys' fees and expenses, whether incurred by in-house counsel or other counsel of record.
17. **No Consequential Damages.** Notwithstanding any other provision set forth in this Agreement, in no event (including, without limitation, any termination of this Agreement with or without cause) will either Party be liable to the other Party for any indirect, special or consequential damages whatsoever (including, without limitation, lost profits) arising out of or relating to this Agreement or either Parties' performance under this Agreement.
18. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any Party or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to Parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
19. **Exhibits/Recitals.** All Exhibits to this Agreement and all Recitals are incorporated in this Agreement and made a part of this Agreement as if set forth in full, and are binding upon the Parties to this Agreement.
20. **Entire Agreement.** This Agreement, including all exhibits attached hereto and all other documents incorporated herein by reference, contains the entire, fully-integrated agreement between the Parties, and no statement, promise, or inducements made by any Party or agents for any Party that are not contained in this written Agreement, shall be binding or valid. This Agreement shall supersede all prior and contemporaneous

negotiations, representations and agreements of the Parties with respect to the subject matter thereof.

21. **Counterparts/Electronic Signatures.** This Agreement may be executed in counterparts, each of which when taken together shall constitute one complete agreement. Electronic signatures shall be acceptable as if originals, but the Parties agree to deliver an original signature to the other Parties within two (2) business days by reputable courier service.
22. **Authority.** Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of each Party's obligations hereunder have been duly authorized and that this Agreement is valid and legally binding on the Parties and enforceable in accordance with its terms.
23. **Amendment.** No amendments, modifications, or alterations of the terms of this Agreement shall be binding unless the same be in writing and duly executed by the Parties.
24. **Compliance with Laws/Laws to Apply.** The Parties shall comply with all applicable local, state and federal laws, rules, regulations, and other legal requirements while performing under this Agreement. This Agreement shall be construed under and in accordance with the laws of the State of Utah, without giving effect to principles of conflicts of laws. Any dispute relating to this Agreement shall be heard in the state or federal courts of the State of Utah, and the Parties agree to jurisdiction and venue therein.
25. **Time of the Essence.** Time is and shall be of the essence of this Agreement and of each term and provision hereof.
26. **Captions and Headings.** The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

**IN WITNESS WHEREOF,** the Parties to this Agreement have executed this Agreement as of the day and year first above written.

*(Signatures follow)*

REDEVELOPMENT AGENCY OF WEST  
VALLEY CITY

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chief Executive Officer

ATTEST:

\_\_\_\_\_  
Secretary

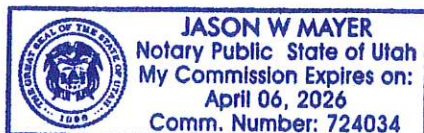
CONTRACTOR

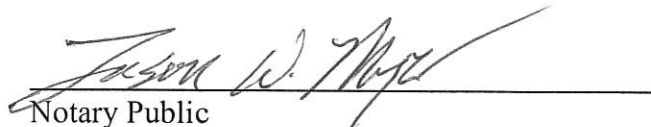


By: Travis Nicolaides  
Its: Chief Revenue Officer

State of UTAH )  
County of Salt Lake ) :SS

On this 25<sup>th</sup> day of March, 20 24, personally  
appeared before me JASON W. MAYER [name of person(s)],  
whose identity is personally known to me or proved to me on the basis of satisfactory evidence,  
and who affirmed that he/she is the Travis Nicolaides [title], of EV  
Power Exchange (USA) Corp. and that this *Professional Services Agreement* was signed by  
him/her in behalf of said entity by authority of its bylaws or of a Resolution of its Board of  
Directors, and he/she acknowledged to me that said entity executed the same.



  
Notary Public



**EXHIBIT A**  
**PROPOSAL**



Subject: Adjusted EV Charger Proposal for West Valley City's Six Locations

Dear Jonathan Springmeyer,

We are thrilled to propose our custom-tailored solution for the electrification project encompassing six pivotal sites within West Valley City. Our proposition has been meticulously crafted, considering the distinctive attributes of each location through the lens of Google Maps for utmost accuracy and impact.

**Provisional Cost Summary Before Incentives:**

Location	Chargers	Install	Total
Maverick Center	\$430,000.00	\$497,042.00	\$927,042.00
ARA Industrial	\$172,000.00	\$209,976.00	\$381,976.00
The Ridge Golf Course	\$172,000.00	\$200,701.00	\$372,701.00
Stone Bridge Golf Course	\$172,000.00	\$175,287.00	\$347,287.00
Utah Cultural Celebration Center	\$172,000.00	\$166,017.00	\$338,017.00
West Valley City Family Fitness Center	\$172,000.00	\$213,176.00	\$385,176.00
<b>Total</b>	<b>\$1,290,000.00</b>	<b>\$1,462,199.00</b>	<b>\$2,752,199.00</b>

**Project Deliverables:** The initiative involves the installation and management of 30 state-of-the-art DC Fast Chargers, along with the requisite electrical framework to support new service requirements. This encompasses electrical engineering, procurement of permits, alterations to existing concrete/asphalt surfaces, horizontal drilling, conduit placement, and site restoration post-installation.

**Estimate Stipulations and Considerations:** Our estimate is predicated on an educated conjecture regarding the origination of the power supply from Rocky Mountain Power, awaiting confirmation as we advance with the project.

**Pricing Insights:**

Item:

Fiscal Impact: \$2,370,223

Funding Source: RDA

Account #: \_\_\_\_\_

Budget Opening Required: ☐

**ISSUE:**

These resolutions would authorize the WVC RDA to expend funds from four RDA project areas to the adjacent City facilities for the purchase of EV Charging Stations. Because the proposed expenditure is outside of the Project Area boundaries, it requires the Board to make a “Direct Benefit” determination.

**SYNOPSIS:**

The RDA and the Office of Sustainability wish to purchase and install Electric Vehicle Charging Stations at City owned and operated facilities. State Code 17C-1-409(1)(a)(iii)(E) states that the Board may use Agency funds for “the cost of the installation of publicly owned infrastructure and improvements outside the project area from which the project area funds are collected if the board and the community legislative body determine by resolution that the publicly owned infrastructure and improvements benefit the project area”.

**BACKGROUND:**

The RDA and the Office of Sustainability wish to use Tax Increment monies collected in four project areas to pay for the purchase and installation of Electric Vehicle Charging Stations. The breakdown of the amount, project area, and City facility are as follows:

\$927,042	Granger Crossings	Maverik Center
\$347,287	North Central	Stonebridge GC
\$338,017	Jordan River	UCCC
\$372,701	Hercules A	The Ridge GC

These Resolutions are required under State Code to allow the expenditure of Agency funds outside of a Project Area. All of these expenses are either in the current RDA budget or are in the RDA budget for the next fiscal year.

**RECOMMENDATION:**

The WVC RDA and Office of Sustainability recommend approval.

**SUBMITTED BY:**

Jonathan Springmeyer, RDA Director and Chief Sustainability Officer.

**REDEVELOPMENT AGENCY OF WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FROM  
THE GRANGER CROSSING PROJECT AREA FOR THE PURCHASE OF  
VEHICLE CHARGING STATIONS.**

**WHEREAS**, the Agency created the Granger Crossing project area; and

**WHEREAS**, said project area lacks sufficient electric vehicle charging infrastructure; and

**WHEREAS**, West Valley City owns and operates the Maverik Center in the immediate vicinity of said project area; and

**WHEREAS**, the installation of electric vehicle charging stations at the Maverik Center would increase vehicle traffic in, around, and through said project area, directly benefiting the project area and efforts to encourage redevelopment therein; and

**WHEREAS**, the ability to charge vehicles nearby permits residents and visitors to explore adjacent businesses while their vehicle is charged, increasing pedestrian traffic volume and supporting commercial uses within said project area; and

**WHEREAS**, installing said electric vehicle charging stations on property already owned by the City is a more efficient use of project area funds and allows more stations to be installed than if additional property were acquired within the project area; and

**WHEREAS**, pursuant to Utah Code Section 17C-1-409(1)(a)(iii)(E), the Board of Directors of the Redevelopment Agency of West Valley City does hereby find that the installation of charging stations at the Maverik Center benefits the Granger Crossing project area and determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to authorize the use of project area funds for that purpose.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Redevelopment Agency of West Valley City that the expenditure of not more than \$927,042 in Granger Crossing project area funds is hereby approved for the purpose of acquiring electric vehicle charging stations.

**PASSED, APPROVED and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

\_\_\_\_\_  
CHAIR

ATTEST:

\_\_\_\_\_  
SECRETARY





MOCKINGBIRD CIR (3220 S)

3280 S

VE CIR (3320 S)

60 S

MOCKINGBIRD WAY (2400 W)

3400 S

3500 S

BLUEBELT CT (840 S)

1-215

DECKER LAKE DR

CITY CENTER CT (3340 S)

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Item:

Fiscal Impact: \$2,370,223

Funding Source: RDA

Account #: \_\_\_\_\_

Budget Opening Required: ☐

**ISSUE:**

These resolutions would authorize the WVC RDA to expend funds from four RDA project areas to the adjacent City facilities for the purchase of EV Charging Stations. Because the proposed expenditure is outside of the Project Area boundaries, it requires the Board to make a “Direct Benefit” determination.

**SYNOPSIS:**

The RDA and the Office of Sustainability wish to purchase and install Electric Vehicle Charging Stations at City owned and operated facilities. State Code 17C-1-409(1)(a)(iii)(E) states that the Board may use Agency funds for “the cost of the installation of publicly owned infrastructure and improvements outside the project area from which the project area funds are collected if the board and the community legislative body determine by resolution that the publicly owned infrastructure and improvements benefit the project area”.

**BACKGROUND:**

The RDA and the Office of Sustainability wish to use Tax Increment monies collected in four project areas to pay for the purchase and installation of Electric Vehicle Charging Stations. The breakdown of the amount, project area, and City facility are as follows:

\$927,042	Granger Crossings	Maverik Center
\$347,287	North Central	Stonebridge GC
\$338,017	Jordan River	UCCC
\$372,701	Hercules A	The Ridge GC

These Resolutions are required under State Code to allow the expenditure of Agency funds outside of a Project Area. All of these expenses are either in the current RDA budget or are in the RDA budget for the next fiscal year.

**RECOMMENDATION:**

The WVC RDA and Office of Sustainability recommend approval.

**SUBMITTED BY:**

Jonathan Springmeyer, RDA Director and Chief Sustainability Officer.

**REDEVELOPMENT AGENCY OF WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FROM  
THE HERCULES A PROJECT AREA FOR THE PURCHASE OF VEHICLE  
CHARGING STATIONS.**

**WHEREAS**, the Agency created the Hercules A project area; and

**WHEREAS**, said project area lacks sufficient electric vehicle charging infrastructure; and

**WHEREAS**, West Valley City owns and operates The Ridge golf course in the immediate vicinity of said project area; and

**WHEREAS**, the installation of electric vehicle charging stations at The Ridge would increase vehicle traffic in, around, and through said project area, directly benefiting the project area and efforts to encourage redevelopment therein; and

**WHEREAS**, installing said electric vehicle charging stations on property already owned by the City is a more efficient use of project area funds and allows more stations to be installed than if additional property were acquired within the project area; and

**WHEREAS**, pursuant to Utah Code Section 17C-1-409(1)(a)(iii)(E), the Board of Directors of the Redevelopment Agency of West Valley City does hereby find that the installation of charging stations at The Ridge benefits the Hercules A project area and determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to authorize the use of project area funds for that purpose.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Redevelopment Agency of West Valley City that the expenditure of not more than \$372,701 in Hercules A project area funds is hereby approved for the purpose of acquiring electric vehicle charging stations.

**PASSED, APPROVED and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

\_\_\_\_\_  
CHAIR

ATTEST:

\_\_\_\_\_  
SECRETARY







Item:

Fiscal Impact: \$2,370,223

Funding Source: RDA

Account #: \_\_\_\_\_

Budget Opening Required: ☐

**ISSUE:**

These resolutions would authorize the WVC RDA to expend funds from four RDA project areas to the adjacent City facilities for the purchase of EV Charging Stations. Because the proposed expenditure is outside of the Project Area boundaries, it requires the Board to make a “Direct Benefit” determination.

**SYNOPSIS:**

The RDA and the Office of Sustainability wish to purchase and install Electric Vehicle Charging Stations at City owned and operated facilities. State Code 17C-1-409(1)(a)(iii)(E) states that the Board may use Agency funds for “the cost of the installation of publicly owned infrastructure and improvements outside the project area from which the project area funds are collected if the board and the community legislative body determine by resolution that the publicly owned infrastructure and improvements benefit the project area”.

**BACKGROUND:**

The RDA and the Office of Sustainability wish to use Tax Increment monies collected in four project areas to pay for the purchase and installation of Electric Vehicle Charging Stations. The breakdown of the amount, project area, and City facility are as follows:

\$927,042	Granger Crossings	Maverik Center
\$347,287	North Central	Stonebridge GC
\$338,017	Jordan River	UCCC
\$372,701	Hercules A	The Ridge GC

These Resolutions are required under State Code to allow the expenditure of Agency funds outside of a Project Area. All of these expenses are either in the current RDA budget or are in the RDA budget for the next fiscal year.

**RECOMMENDATION:**

The WVC RDA and Office of Sustainability recommend approval.

**SUBMITTED BY:**

Jonathan Springmeyer, RDA Director and Chief Sustainability Officer.

**REDEVELOPMENT AGENCY OF WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FROM  
THE JORDAN RIVER PROJECT AREA FOR THE PURCHASE OF  
VEHICLE CHARGING STATIONS.**

**WHEREAS**, the Agency created the Jordan River project area; and

**WHEREAS**, said project area lacks sufficient electric vehicle charging infrastructure; and

**WHEREAS**, West Valley City owns and operates the Utah Cultural Celebration Center in the immediate vicinity of said project area; and

**WHEREAS**, the installation of electric vehicle charging stations at the UCCC would increase vehicle traffic in, around, and through said project area, directly benefiting the project area and efforts to encourage redevelopment therein; and

**WHEREAS**, installing said electric vehicle charging stations on property already owned by the City is a more efficient use of project area funds and allows more stations to be installed than if additional property were acquired within the project area; and

**WHEREAS**, pursuant to Utah Code Section 17C-1-409(1)(a)(iii)(E), the Board of Directors of the Redevelopment Agency of West Valley City does hereby find that the installation of charging stations at the UCCC benefits the Jordan River project area and determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to authorize the use of project area funds for that purpose.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Redevelopment Agency of West Valley City that the expenditure of not more than \$338,017 in Jordan River project area funds is hereby approved for the purpose of acquiring electric vehicle charging stations.

**PASSED, APPROVED and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

REDEVELOPMENT AGENCY OF WEST VALLEY CITY

\_\_\_\_\_  
CHAIR

ATTEST:

\_\_\_\_\_  
SECRETARY





UCCC



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Item:  
Fiscal Impact: \$2,370,223  
Funding Source: RDA  
Account #: \_\_\_\_\_  
Budget Opening Required: ☐

**ISSUE:**

These resolutions would authorize the WVC RDA to expend funds from four RDA project areas to the adjacent City facilities for the purchase of EV Charging Stations. Because the proposed expenditure is outside of the Project Area boundaries, it requires the Board to make a “Direct Benefit” determination.

**SYNOPSIS:**

The RDA and the Office of Sustainability wish to purchase and install Electric Vehicle Charging Stations at City owned and operated facilities. State Code 17C-1-409(1)(a)(iii)(E) states that the Board may use Agency funds for “the cost of the installation of publicly owned infrastructure and improvements outside the project area from which the project area funds are collected if the board and the community legislative body determine by resolution that the publicly owned infrastructure and improvements benefit the project area”.

**BACKGROUND:**

The RDA and the Office of Sustainability wish to use Tax Increment monies collected in four project areas to pay for the purchase and installation of Electric Vehicle Charging Stations. The breakdown of the amount, project area, and City facility are as follows:

\$927,042	Granger Crossings	Maverik Center
\$347,287	North Central	Stonebridge GC
\$338,017	Jordan River	UCCC
\$372,701	Hercules A	The Ridge GC

These Resolutions are required under State Code to allow the expenditure of Agency funds outside of a Project Area. All of these expenses are either in the current RDA budget or are in the RDA budget for the next fiscal year.

**RECOMMENDATION:**

The WVC RDA and Office of Sustainability recommend approval.

**SUBMITTED BY:**

Jonathan Springmeyer, RDA Director and Chief Sustainability Officer.

**REDEVELOPMENT AGENCY OF WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FROM  
THE NORTH CENTRAL PROJECT AREA FOR THE PURCHASE OF  
VEHICLE CHARGING STATIONS.**

**WHEREAS**, the Agency created the North Central project area; and

**WHEREAS**, said project area lacks sufficient electric vehicle charging infrastructure; and

**WHEREAS**, West Valley City owns and operates Stonebridge golf course in the immediate vicinity of said project area; and

**WHEREAS**, the installation of electric vehicle charging stations at Stonebridge would increase vehicle traffic in, around, and through said project area, directly benefiting the project area and efforts to encourage redevelopment therein; and

**WHEREAS**, installing said electric vehicle charging stations on property already owned by the City is a more efficient use of project area funds and allows more stations to be installed than if additional property were acquired within the project area; and

**WHEREAS**, pursuant to Utah Code Section 17C-1-409(1)(a)(iii)(E), the Board of Directors of the Redevelopment Agency of West Valley City does hereby find that the installation of charging stations at Stonebridge benefits the North Central project area and determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to authorize the use of project area funds for that purpose.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Redevelopment Agency of West Valley City that the expenditure of not more than \$347,287 in North Central project area funds is hereby approved for the purpose of acquiring electric vehicle charging stations.

**PASSED, APPROVED and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

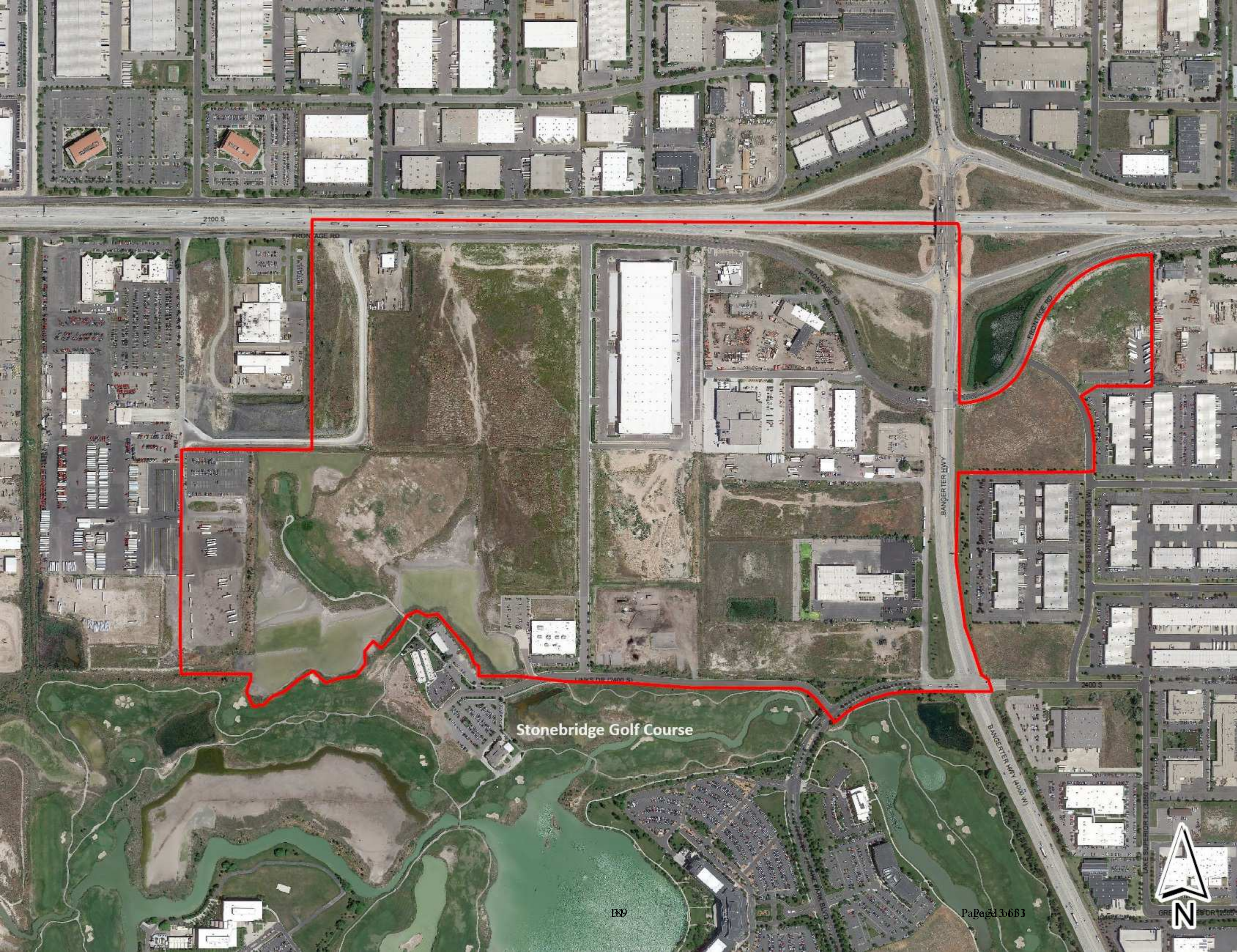
REDEVELOPMENT AGENCY OF WEST VALLEY CITY

\_\_\_\_\_  
CHAIR

ATTEST:

\_\_\_\_\_  
SECRETARY





2100 S

FRONTAGE RD

FRONTAGE RD

FRONTAGE RD

BANGERTE HWY

PRESIDENTS DR (385 W)

Stonebridge Golf Course

189

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