



THE CITY OF WEST JORDAN COMMITTEE OF THE WHOLE October 16, 2024

8000 S Redwood Road, 3rd Floor
West Jordan, UT 84088

Zoom Webinar ID: **834 9472 4641** Password: **8000** [Click Here to Join](#)

Members of the Council not attending in person may participate electronically using the Zoom information below. Interested parties are encouraged to attend the meeting in person. Those unable to attend in person may participate electronically via Zoom Webinar when called upon by the Council Chair in one of the following ways:

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WORK SESSION 6:00 pm

1. CALL TO ORDER

2. DISCUSSION TOPICS

- a. Discussion of a potential Third Amendment to a Master Development Agreement for Jordan Valley Station TOD at 3400 West 8600 South for the purpose of extending the expiration date.
- b. Discussion of proposed amendments to Title 16 – Administrative Code Enforcement Hearing
- c. Presentation of 2024 West Jordan Water Conservation Plan
- d. Discussion of proposed amendments to city code sections 13-17-2, 12-3-2 and 13-5L-7 to establish sign standards for the Planned Community Hillside (PCH) Zone.
- e. Discussion of proposed amendments to Title 8-14-7 - Grave Decorations

3. ADMINISTRATIVE ITEMS

Topics not included on the agenda, brought up for discussion to address matters of importance or items needing prompt attention. Final action on these topics will not be taken at this meeting.

4. ADJOURN

UPCOMING CITY COUNCIL MEETINGS

- Wednesday, October 23, 2024 – Regular City Council Meeting – 6:00p
- Wednesday, November 6, 2024 – Regular City Council Meeting – 6:00p
- Wednesday, November 13, 2024 – Committee of the Whole Meeting – 6:00p
- Wednesday, November 20, 2024 – Regular City Council Meeting – 6:00p

Interested parties may contact the Council PRIOR to the meeting in one of the following ways: (your comment will not be part of the meeting but will be provided to all members of the Council)

- Call the 24-hour Public Comment Line PRIOR to the meeting and leave a message: **(801) 569-5052**. Please include your name and phone number.
- Send an email to councilcomments@westjordan.utah.gov. Please include your name and phone number.

You can follow the City Council on Facebook @WestJordanCityCouncil

In accordance with the Americans with Disabilities Act, the City of West Jordan will make reasonable accommodations for participation in the meeting. Request for assistance can be made by contacting the West Jordan City Council Office at 801-569-5017, providing at least three working days' advance notice of the meeting.

ELECTRONIC PARTICIPATION

One or more council members may participate electronically in this meeting using online video conferencing technology per Utah Code (§52-4-207) and West Jordan City Code 1-13-1-E. Participation will be broadcast and amplified so all present in the meeting will be able to hear and see the communication.

INTELLECTUAL PROPERTY PERMISSION NOTICE

By attending this meeting/event, you consent to the use of your photograph, voice, likeness, and image in broadcasts of this meeting/event, and in subsequent productions drawn from video or audio recordings of this meeting/event, in the sole and absolute discretion of the City of West Jordan. The city retains copyright for all video and audio recordings. Video and audio recordings may not be modified, manipulated, or distributed in any way without the express written consent of the City Administrator.

CERTIFICATE OF POSTING

I certify that the foregoing agenda was posted at the principal office of the public body, on the Utah Public Notice website <https://www.utah.gov/pmn/>, on West Jordan City's website <https://westjordan.primegov.com/public/portal>, and notification was sent to the Salt Lake Tribune, Deseret News, and West Jordan Journal.

Please note: agenda items are subject to change and may be reordered or tabled in order to accommodate the needs of the City Council, staff, and the public.

Posted and dated October 11, 2024 Cindy M. Quick, MMC, Council Office Clerk



REQUEST FOR COUNCIL ACTION

Action: Request feedback from Council

Meeting Date Requested : 10/16/2024

Presenter: Alan Anderson

Deadline of item :

Applicant: Jeff Vitek/Bangerter Station LLC

Department Sponsor: Council Office

Agenda Type: DISCUSSION TOPICS

Presentation Time: 30 Minutes

(Council may elect to provide more or less time)

1. AGENDA SUBJECT

Discussion of a potential Third Amendment to a Master Development Agreement for Jordan Valley Station TOD at 3400 West 8600 South for the purpose of extending the expiration date.

2. EXECUTIVE SUMMARY

The city council held a Public Hearing on this item on July 31, 2024 and referred it back to Committee of the Whole for further discussion.

The request of the applicant to the city council is only updating section 6.11 of the original MDA. All other terms remained unchanged. Recognizing council members have changed during the construction of this project, the applicant is willing to answer questions of the body.

3. TIME SENSITIVITY / URGENCY

N/A

4. PLANNING COMMISSION RECOMMENDATION

The West Jordan Planning Commission held a public hearing on July 16, 2024, no public comments were made during the meeting. The Planning Commission made the following motion:

"I move that the Planning Commission recommend approval (positive recommendation) of the Amended Jordan Valley Station Development Agreement to the West Jordan City Council subject to the requirements of the approval listed in the staff report."

The motion passed by a vote of 6-0, with one commissioner being absent from the meeting.

5. STAFF ANALYSIS

In the [July 31, 2024 City Council meeting](#), council was asked to extend the Jordan Valley Station TOD term to 15 years from the meeting date (7/31/2024), increasing the length of the agreement by 10 years, as it is currently only valid through 2029.

A brief timeline of the Jordan Valley Station TOD is provided below:

- Agreement originally approved September 23, 2010
- First Amendment approved in March of 2013
- Second Amendment approved September 24, 2014
- Current expiration date of agreement: September 24, 2029

- Proposed amendment would extend the agreement 15 years from the approval date (of the amendment) to 2039. The 5 years still under the current MDA plus an additional 10 years.

As mentioned in the executive summary, the item was referred back to a Committee of the Whole, as council sought further discussion on the topic. Specific concerns cited in the [7/31/24 CC meeting](#) (minutes are within the PrimeGov packet as *Attachment B*):

- *Bangerter Station operating agreement with UTA*
- *Jordan Parkway access road and the intersection at Jordan Line Parkway*
- *Haun Drive turnout*
- *The 2010 Traffic Study potentially being out of date*
- *Tax increment agreement, potential breach of contract with developer*

Potential discussion topics in the October 16, 2024 Committee of the Whole Meeting based on the previous discussion:

- Impact fee credits reimbursed through RDA funds (*see Attachment A in the PrimeGov Packet*)
- What was the purpose of the 1st and 2nd amendments, and what did they accomplish?
- Are current goals of the MDA being met? Regarding Economic Development or otherwise?
- What phase is the project currently in, when were all phases originally expected to be completed, and why is there a perceived delay in completing each phase?
- Are there other elements of the MDA which have not been met?
- Who is Boulder Ventures Development Inc? What is their relationship to Bangerter Station LLC and UTA?
- Does the operating agreement between UTA and Bangerter Station still exist and if so, have there been amendments?
- What benefit does the city receive from approving the extension?

6. POTENTIAL COUNCIL DIRECTION

Council may choose to:

1. Move the item forward to a future Council Meeting for consideration and possible final action;
2. Continue the item for to a future Committee of the Whole meeting;
3. As applicable, refer the item to the Planning Commission, a Council Subcommittee, or an Ad Hoc Committee;
4. Table the item indefinitely;
5. Make requests of Council Staff, Administrative Staff, or the Mayor for information by way of four agreeing Council Members.

7. MAYOR RECOMMENDATION

N/A

8. PACKET ATTACHMENT(S)

- A. RDA Payments to Bangerter Station Associates, LLC/Jeff Vitek
- B. City Council Meeting Minutes_7/31/2024

+ Referenced items from 7/31/2024 CC Meeting

1. Original RCA
2. Signed MDA

3. Ordinance No. 24-31 (*no action yet taken*)
4. Public Hearing Notice for Ordinance No. 24-31
5. Original Development Agreement
6. Development Agreement, 1st Amendment
7. Development Agreement, 2nd Amendment

RFC #2403755

Ok to Pay - JO

Final Payment

Redevelopment Agency of West Jordan City

8000 South Redwood Road

West Jordan, Utah 84088

(801) 569-5100

www.westjordan.utah.gov

May 3, 2024

Mr. Jeff Vitek
Bangerter Station Associates, LLC
2121 S. McClelland Street, Suite 303
Salt Lake City, UT 84106

Dear Mr. Vitek,

On July 11, 2012, Bangerter Station, LLC and the Redevelopment Agency of the City of West Jordan entered into an Agreement for the Development of Land (ADL), which was subsequently amended on February 12, 2014, September 24, 2014, September 13, 2017, and on November 8, 2017.

This ADL contained the terms for a public-private partnership, with the purpose of developing a mixed-use Transit Oriented Development adjacent to the Jordan Valley Station on the UTA TRAX line. This Agreement required Bangerter Station to meet a minimum investment amount for costs associated with construction and installation of specific improvements. Specifically, the total amount of required investments contained in the agreement are as follows:

<i>Completion Date</i>	<i>Investment for the Year</i>	<i>Aggregate Investment</i>
By December 31, 2014	\$11,000,000	\$11,000,000
By December 31, 2015	\$9,599,528	\$20,599,528
By December 31, 2016	\$250,000	\$20,849,528
By December 31, 2017	\$22,404,580	\$43,254,108
By December 31, 2018	\$21,234,580	\$64,488,688
By December 31, 2019	\$22,658,920	\$87,147,608
By December 31, 2020	\$16,082,192	\$103,229,800
By December 31, 2021	\$16,989,528	\$120,219,328
By December 31, 2022	\$15,471,360	\$135,690,688

Bangerter Station has previously provided an investment schedule of ADL Performance for project to the Agency, which reported the cumulative total investment at the project site in excess of the required maximum amount of \$135,690,688.

In accordance with the Agreement, Bangerter Station is entitled to receive a rebate payment for the 2023 tax year of **\$757,906.28**. This is the sixth payment made under the agreement, an accounting of which is shown below:

<i>Tax Year</i>	<i>ADL Payment</i>	<i>Maximum ADL Amount Balance</i>
2018	\$321,951.00	\$21,138,969.00
2019	\$329,838.09	\$20,809,130.91
2020	\$371,308.56	\$20,437,822.35
2021	\$483,293.21	\$19,951,529.14
2022	\$638,680.90	\$19,315,848.24
2023	\$757,906.28	\$18,557,941.96

Please do not hesitate to contact me if you should have any questions at jeremy.olsen@westjordan.utah.gov.

On behalf of the Mayor and the City Council, I express my appreciation for your continued investment in the Jordan Valley Station project.

Sincerely,

A handwritten signature in blue ink that reads "Jeremy Olsen". The signature is written in a cursive, flowing style.

Jeremy Olsen; Senior Management Analyst
Redevelopment Agency of West Jordan City

traffic safety measures depicted in the MVP and other traffic safety measures will be incorporated in the street design, and 4) one on page 40.

Council Member Shelton seconded the motion.

The vote was recorded as follows:

YES: Bob Bedore, Pamela Bloom, Kelvin Green, Chad Lamb, Kent Shelton, Kayleen Whitelock

NO:

ABSENT: Zach Jacob

The motion passed 6-0.

MOTION: Council Member Green moved to APPROVE Ordinance No. 24-24 amending the General Plan Land Use Map for Oneleven from Research Park to Medium Density Residential and a rezone from Business Research Park Zone (BR-P) to Integrated Housing Development Zone (IH-D).

Vice Chair Lamb seconded the motion.

The vote was recorded as follows:

YES: Bob Bedore, Pamela Bloom, Kelvin Green, Chad Lamb, Kent Shelton, Kayleen Whitelock

NO:

ABSENT: Zach Jacob

The motion passed 6-0.

- c. ***Ordinance No. 24-31, a petition by Jeff Vitek/Bangerter Station LLC requesting approval of a Third Amendment to a Master Development Agreement for Jordan Valley Station TOD located at 3400 West 8600 South for the purpose of extending the expiration date***

Senior Planner Tayler Jensen oriented the Council with the request for a third amendment to the Jordan Valley Station TOD Master Development Agreement to extend the expiration date. He said the Planning Commission reviewed the request and forwarded a positive recommendation.

Council Member Whitelock asked that the item be referred to the Committee of the Whole because she felt more information was needed.

Vice Chair Lamb opened a public hearing at 7:57 pm.

Comments:

None

Vice Chair Lamb closed the public hearing at 7:58 pm.

Alec Tayler, representing Jordan Valley Station, said the requested expiration date extension was intended to allow the developer to continue providing Class A construction in phased development, with each phase taking 4-5 years. He gave a presentation about Jordan Valley Station, a transit-oriented development originally approved in 2010.

Council Member Green said he was in favor of postponing the item and referring it to the Committee of the Whole. He said he was surprised the development had not yet been completed. Council Member Green referred to paragraph 1.5, and said he wanted to know more about the Bangerter Station operating agreement with UTA. He was concerned about the Jordan Parkway access road and the intersection at Jordan Line Parkway and wanted to see the engineering study. He commented that a turn lane called out in the agreement for Phase 3 had not yet been added at Haun Drive. Council Member Green suggested the traffic study done in 2010 needed to be updated, and said he had an issue with the impact fees. He referred to the agreement requirement that the developer provide the City with funds to maintain the roundabout and median on Jordan Line Parkway, and said he was not aware that any such reimbursement had occurred. Council Member Green spoke of the tax increment agreement, and expressed concern that the developer was in breach of contract. He asked what the City would gain from the requested extension.

Vice Chair Lamb asked that Council Member Green provide a list of his questions and concerns to the Council and Council Office staff. Mr. Tayler asked to receive the list as well.

**MOTION: Council Member Shelton moved to REFER Ordinance No. 24-31 to a future Committee of the Whole meeting on a date to be determined.
Council Member Bloom seconded the motion.**

The vote was recorded as follows:

YES: Bob Bedore, Pamela Bloom, Kelvin Green, Chad Lamb, Kent Shelton, Kayleen Whitelock

NO:

ABSENT: Zach Jacob

The motion passed 6-0.

Council Office Director Alan Anderson mentioned that the Committee of the Whole meeting would likely be scheduled in October or November.

- d. Ordinance No. 24-30 a petition from Tanner Hansen/Victory Builders requesting a rezone of approximately 2.54 acres from Neighborhood Shopping Center (SC-1) and Community Shopping Center (SC-2) to General Commercial (C-G) located at 1390 West 9000 South***

Tanner Hansen with Victory Builders explained they were requesting a rezone for property located at 1390 West 9000 South because the proposed project would cover 40% of the land, and current zoning would only allow up to 30%. He said the planned buildings would be small business incubators, with 1500 square foot units designed to help small local businesses grow and stay in West Jordan.



REQUEST FOR COUNCIL ACTION

Action: Need Council to take action

Meeting Date Requested : 07/31/2024

Presenter: Tayler R Jensen

Deadline of item :

Applicant: Bangerter Station Associates

Department Sponsor: Community Development

Agenda Type: PUBLIC HEARINGS

Presentation Time: 5 Minutes

(Council may elect to provide more or less time)

1. AGENDA SUBJECT

Ordinance No. 24-31 a petition by Jeff Vitek/Bangerter Station LLC requesting approval of a Third Amendment to a Master Development Agreement for Jordan Valley Station TOD located at 3400 West 8600 South for the purpose of extending the expiration date.

2. EXECUTIVE SUMMARY

The Council is being asked to extend the Jordan Valley Station TOD term to fifteen (15) years from todays date, increasing the length of the agreement ten (10) years, as it is currently valid until 2029.

A brief timeline of the Jordan Valley Station TOD is provided below:

- Agreement originally approved September 23, 2010
- First Amendment approved in March of 2013
- Second Amendment approved September 24, 2014
- Current expiration date of agreement: September 24, 2029
- Proposed amendment would extend the agreement 15 years from the approval date (of the amendment) to **2039**

3. TIME SENSITIVITY / URGENCY

N/A

4. FISCAL NOTE

N/A

5. PLANNING COMMISSION RECOMMENDATION

The West Jordan Planning Commission held a public hearing on July 16, 2024, no public comments were made during the meeting. The Planning Commission made the following motion:

"I move that the Planning Commission recommend approval (positive recommendation) of the Amended Jordan Valley Station Development Agreement to the West Jordan City Council subject to the requirements of approval listed in the staff report"

The motion passed by a vote of (6-0) with 1 commissioner being absent from the meeting.

6. STAFF ANALYSIS

Staff feels that the extension of the Development Agreement is appropriate, as the applicant has been making steady progress on the development. Developments of this size and nature must work in concert with market conditions. By extending the term of the agreement we are providing

developers and the market a level of confidence in the ability for the development to build out according to plan.

7. MOTION RECOMMENDED

Move to approve/deny Ordinance No. 24-31 approving the Third Amendment to the Jordan Valley Station TOD Master Development Agreement subject to all requirements of approval listed in the staff report.

THIRD AMENDMENT TO DEVELOPMENT AGREEMENT

This Third Amendment to Development Agreement ("**Amendment**") is entered into effective on the date all Parties have signed this Amendment ("**Third Amendment Effective Date**"), which is entered into by and among West Jordan City, a municipality and political subdivision of the State of Utah (the "**City**"), the Utah Transit Authority, a public transit district organized and existing pursuant to Utah law ("**UTA**"), and Bangerter Station, LLC, a Utah limited liability company (the "**Master Developer**"). The City, UTA and the Master Developer may from time to time be collectively referred to as the "**Parties**".

RECITALS

WHEREAS, the City, UTA and the Master Developer are parties to that certain Development Agreement dated October 13, 2010, as amended (collectively, the "**Development Agreement**") regarding, among other items, the obligations of the Parties with respect to the installation of required infrastructure improvements, and potential reimbursement for system improvements and over-sizing, as more particularly described in the Development Agreement; and

WHEREAS, the City, UTA and the Master Developer previously amended the Development Agreement, with the City Council of the City approving said amendments on or about March 13, 2013 and September 24, 2014; and

WHEREAS, the City, UTA and the Master Developer desire to amend the Development Agreement to extend the maximum termination date for the satisfaction of the Conditions Precedent (as that term is defined in the Development Agreement).

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, UTA and the Master Developer agree as follows:

OPERATIVE PROVISIONS

1. **Termination.** Section 6.11 of the Development Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

"Because the Parties agree that the Conditions Precedent have occurred, this Agreement shall terminate upon mutual written agreement of the Parties or 15 years after the Third Amendment Effective Date, whichever occurs first."

2. **Amendment.** In the event of any inconsistency between the provisions of this Amendment and the provisions of the Development Agreement, the provisions of this Amendment shall control. The Development Agreement continues in full force and effect as amended by this Amendment.

3. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. In order to expedite matters, electronic signatures may be used in place of original signatures on this Amendment. The Parties hereto intend to be bound by the signatures on the electronic document, and hereby waive any defenses to the enforcement of the terms of this Amendment based on the use of an electronic signature; provided, however, that the Parties hereby

agree to execute and provide to each other original signatures, upon the request made by either party to the other.

CITY OF WEST JORDAN,
a municipality and political subdivision of the State of Utah

Executed on: _____, 2024

By: _____
Dirk Burton, Mayor

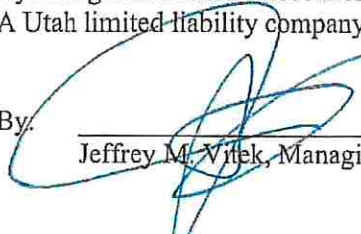
ATTEST:

Tangee Sloan, City Recorder

BANGERTER STATION, LLC,
a Utah limited liability company

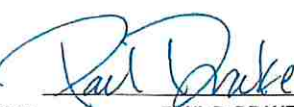
Executed on: 7/10, 2024

By: Bangerter Station Associates, LLC
A Utah limited liability company, its managing member

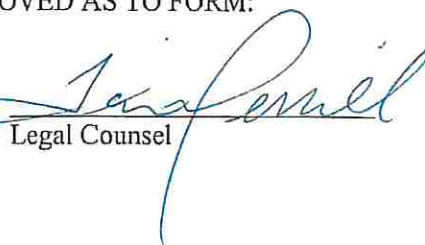
By: 
Jeffrey M. Vitek, Managing Member

UTAH TRANSIT AUTHORITY,
a public transit district organized and existing pursuant to Utah law

Executed on: 7/10, 2024

By: 
Name: PAUL B. DRAKE
Its: DIRECTOR OF REAL ESTATE & TOD

APPROVED AS TO FORM:

By: 
Legal Counsel

1 **THE CITY OF WEST JORDAN, UTAH**
2 **ORDINANCE NO. 24-31**

3 **AN ORDINANCE APPROVING**
4 **THE THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT**
5 **FOR THE JORDAN VALLEY TSOD DEVELOPMENT**

6 WHEREAS, the City of West Jordan (“**City**”) adopted West Jordan City Code (“**City Code**”) in 2009, which requires a development agreement for developments in the Transit Station Overlay District Zone (“**TSOD Zone**”); and

9 WHEREAS, the City, the Utah Transit Authority (“**UTA**”) and Bangerter Station, LLC, a Utah limited liability company (the “**Master Developer**”) are parties to a Development Agreement dated October 13, 2010, as amended (the “**Development Agreement**”), for the Jordan Valley TSOD Development (“**Development**”), which is in the TSOD Zone, regarding, among other items, the obligations of the Parties (as defined below) with respect to the installation of required infrastructure improvements, and potential reimbursement for system improvements and over-sizing, as more particularly described in the Development Agreement; and

16 WHEREAS, the City, UTA and the Master Developer (individually a “**Party**” and collectively the “**Parties**”) subsequently amended the Development Agreement, with the City Council of the City (“**City Council**”) approving said amendments on or about March 13, 2013 and September 24, 2014; and

20 WHEREAS, the Parties now desire to further amend the Development Agreement (the “**Third Amendment**”), with the sole purpose of extending the maximum termination date of the Development Agreement to be 15 years after the date that all the Parties have signed the Third Amendment, unless terminated earlier upon a mutual written agreement of the Parties; and

24 WHEREAS, the Planning Commission of the City (“**Planning Commission**”) held a public hearing and provided a recommendation on July 16, 2024 regarding the Third Amendment; and

26 WHEREAS, the City Council held a public hearing on July 31, 2024, regarding the Third Amendment, and finds it to be in the best interest of the public health, safety, and welfare of the residents of the City to adopt the Third Amendment; and

29 NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH AS FOLLOWS:

31 **Section 1.** Approval of Third Amendment to the Development Agreement. The Third Amendment, as shown in Attachment 1 to this Ordinance, is hereby approved and the Mayor is authorized to sign it.

34 **Section 2.** 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.

36 **Section 3.** Effective Date. This Ordinance shall become effective immediately upon posting or publication as provided by law and upon (i) the Mayor signing the Ordinance, (ii) the City Council duly overriding the veto of the Mayor as provided by law, or (iii) the Mayor failing to sign or veto the Ordinance within fifteen (15) days after the City Council presents the Ordinance to the Mayor.

PASSED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THIS
DAY OF 2024.

CITY OF WEST JORDAN

By: _____
Zach Jacob
Council Chair

ATTEST:

Cindy M. Quick, MMC
Council Office Clerk

Voting by the City Council

"YES" "NO"

Council Chair Zach Jacob	☐	☐
Council Vice-Chair Chad Lamb	☐	☐
Council Member Kelvin Green	☐	☐
Council Member Pamela Bloom	☐	☐
Council Member Kent Shelton	☐	☐
Council Member Kayleen Whitelock	☐	☐
Council Member Bob Bedore	☐	☐

PRESENTED TO THE MAYOR BY THE CITY COUNCIL ON _____.

Mayor's Action: _____ Approve _____ Veto

By: _____
Mayor Dirk Burton _____
Date

ATTEST:

Tangee Sloan, CMC
City Recorder

86
87
88 **STATEMENT OF APPROVAL/PASSAGE** (check one)
89

90 _____ The Mayor approved and signed Ordinance No. 24-31.
91

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93 _____ The Mayor vetoed Ordinance No. 24-31 on _____ and the
94 City Council timely overrode the veto of the Mayor by a vote of _____ to _____.
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97 _____ Ordinance No. 24-31 became effective by operation of law without the
98 Mayor's approval or disapproval.
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101 _____
102 Tangee Sloan, CMC
103 City Recorder
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108 **CERTIFICATE OF PUBLICATION**
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110 I, Tangee Sloan, certify that I am the City Recorder of the City of West Jordan, Utah, and that
111 a short summary of the foregoing ordinance was published on the Utah Public Notice Website on the
112 _____ day of _____ 2024. The fully executed copy of the ordinance is
113 retained in the Office of the City Recorder pursuant to Utah Code Annotated, 10-3-711.
114

115 _____
116 Tangee Sloan, CMC
117 City Recorder
118

119 *(Attachment on the following pages)*
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Attachment 1 to
ORDINANCE NO. 24-31
AN ORDINANCE APPROVING
THE THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT
FOR THE JORDAN VALLEY TSOD DEVELOPMENT
(See the following pages for the Third Amendment to the Development Agreement)

CITY OF WEST JORDAN NOTICE OF PUBLIC HEARING

The purpose of this notice is to inform you of a public hearing to be held before the City Council on **Wednesday, July 31, 2024, at 6:00 pm** (or as soon thereafter as possible) at West Jordan City Hall, 3rd Floor, 8000 S. Redwood Rd, West Jordan, UT 84088. Please note that agenda items are subject to change and may be reordered or tabled in order to accommodate the needs of the City Council and staff.

The purpose of the hearing is to receive public comment regarding a petition by Jeff Vitek/Bangerter Station LLC requesting approval of a **Third Amendment to a Master Development Agreement for Jordan Valley Station TOD** located at **3400 West 8600 South** for the purpose of extending the expiration date.

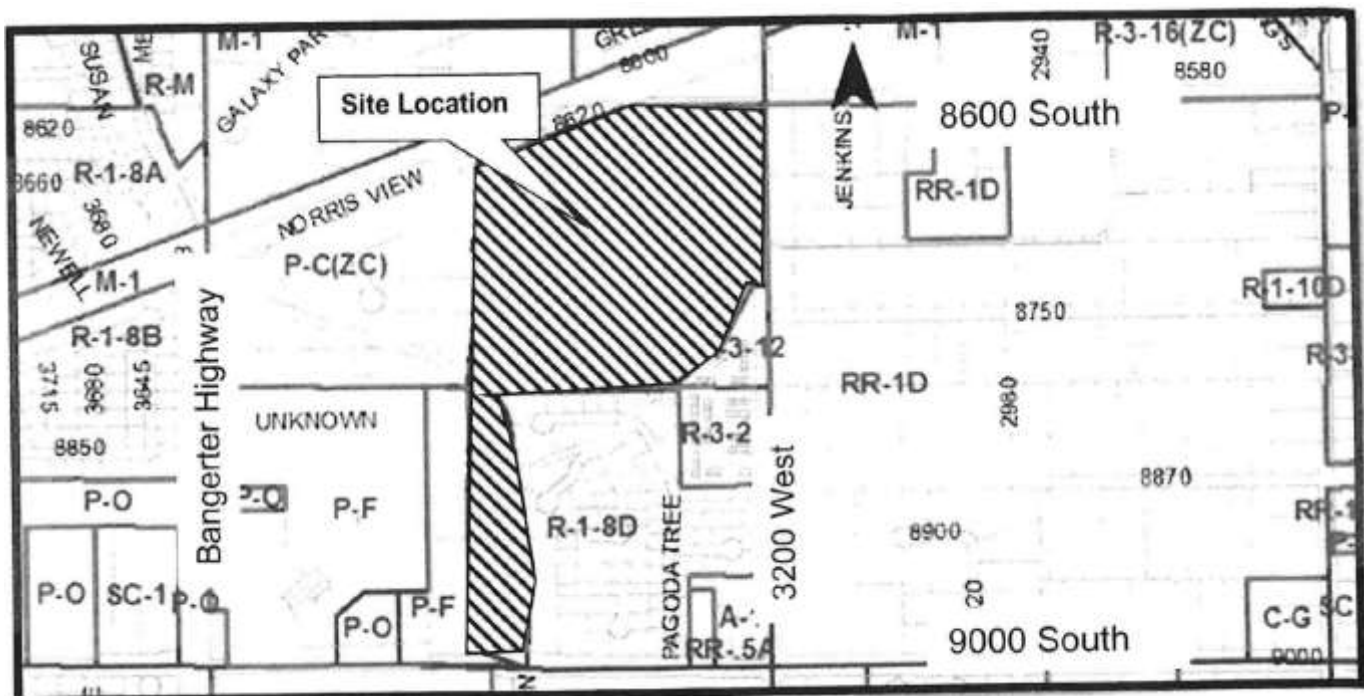
You are invited to attend the public hearing either in person or remotely to learn more about the proposal and provide public comments regarding how this proposal may impact you or your entity. If you wish to provide public comment on the item, your comments will be limited to three (3) minutes.

In accordance with the Americans with Disabilities Act, the City of West Jordan will make reasonable accommodations for participation in the meeting. Requests for assistance can be made by contacting the Council Office at (801) 569-5017 at least three working days' advance notice of the meeting.

Please visit the City of West Jordan website at <https://westjordan.primegov.com/public/portal> approximately four (4) days prior to the meeting for packet materials and Zoom login information.

Alternatively, interested parties may contact the Council prior to the meeting by calling the 24-hour Public Comment Line at (801) 569-5052 or emailing councilcomments@westjordan.utah.gov; please include your name and phone number. (Comments made prior to the meeting will not be read during the meeting but will be provided to all Council members).

If you have any questions concerning this notice, please contact Larry Gardner at (801) 569-5060.



11068429

11068429

11/04/2010 01:22 PM \$0.00

Book - 9876 Pg - 2686-2714

GARY W. OTT

RECORDER, SALT LAKE COUNTY, UTAH

WEST JORDAN CITY

8000 S REDWOOD RD

WEST JORDAN UT 84088

BY: ZJM, DEPUTY - MA 29 P.

Recording Requested By and
When Recorded Return to:
West Jordan City
Attention: Robert Thorup
8000 South Redwood Road
West Jordan, Utah 84088

For Recording Purposes Do
Not Write Above This Line

DEVELOPMENT AGREEMENT

This Development Agreement (this "**Agreement**") is made and entered into and made effective as of the date entered below (the "**Effective Date**"), by and among West Jordan City, a municipality and political subdivision of the State of Utah (the "**City**"), the Utah Transit Authority, a public transit district organized and existing pursuant to Utah law ("**UTA**"), and Bangerter Station, LLC, a Utah limited liability company (the "**Master Developer**"). The City, UTA and the Master Developer may from time to time be collectively referred to as the "**Parties**."

RECITALS

A. Pursuant to the exercise of its legislative discretion, the City has, subject to the satisfaction of certain conditions precedent, amended its land use ordinances and zoning map to create the Transit Station Overlay District as a specific overlay zone of the City, which Transit Station Overlay District was created by the City for the purpose of promoting transit-oriented and transit-supportive development in areas that are generally located near rapid transit stations and to maximize the flexibility of the development approval process so as to permit such development in a manner that is responsive to market demands and consistent with the purposes and objectives of the Transit Station Overlay District. As with other zones adopted by the City, the Transit Station Overlay District overlay zone includes specific land development requirements.

B. UTA is the owner of, and Master Developer is presently in negotiations with UTA to acquire in whole or in part, that certain real property located within the City and more particularly described on Exhibit "A" hereto (the "**Jordan Valley TSOD Parcel**"), which Jordan Valley TSOD Parcel is located within the boundaries of and comprises a large component of the "**Jordan Valley Community**" transit district identified in the Transit Station Overlay District. The overlay zone and its various direct and indirect land use regulations in effect as of the Effective Date and applicable to the Jordan Valley Community are referred to hereafter as the "**TSOD**".

C. The Jordan Valley Community surrounds a presently contemplated UTA TRAX station site (the "**Jordan Valley TRAX Station**").

D. The TSOD is intended to promote and provide incentives to create a clustered, high density and pedestrian friendly development around the Jordan Valley TRAX Station with an effort to provide ready accessibility to a unique public transit service environment.

E. The Master Developer or a special purpose entity to be created by Master Developer of which UTA may be a member, is presently planning the development and construction of a transportation oriented development on the Jordan Valley TSOD Parcel, and Master Developer and/or UTA intends to construct one or more multi-level parking structures (the "**Jordan Valley Parking Structures**") that may, pursuant to separate agreements between UTA and Master Developer, be jointly used to meet the parking needs of the Jordan Valley TRAX Station, as well as one or more other components of Master Developer's planned development.

F. Master Developer has, with the permission of UTA and consistent with the requirements of the TSOD and at considerable expense, prepared and presented to the City a development plan for the Jordan Valley TSOD Parcel, which development plan has been submitted and reviewed by the City pursuant to the requirements of the TSOD and other applicable zoning, engineering, fire safety and building requirements. The resulting and finally approved development plan, together with related preliminary and final approved site plans, will be referred to herein as the "**Jordan Valley Development Plan**".

G. In order to utilize on a timely basis federal funds that are available to the Utah Transit Authority for completion of the first two Jordan Valley Parking Structures, construction of these first two parking structures and related infrastructure must be commenced and completed on an expedited basis and in advance of the completion of building permit ready plans and specifications for the Jordan Valley TSOD Parcel.

H. In furtherance of the efforts of UTA and Master Developer to develop the Jordan Valley TSOD parcel and the Jordan Valley TRAX Station, the City has agreed to grant Master Developer certain vested rights with respect to the development of the Jordan Valley TSOD Parcel, all as described in the approved Jordan Valley Development Plan and in this Agreement.

I. Pursuant to the authority of *Utah Code Ann.* § 10-9a-102(2) and the specific provisions of the TSOD, the City has determined to enter into this Agreement with UTA and the Master Developer for the purpose of specifying the obligations of the parties with respect to the installation of required infrastructure improvements, potential reimbursement for system improvements and over-sizing, and such other matters as the City, UTA and the Master Developer have agreed.

J. In connection with the development of the Jordan Valley TSOD Parcel pursuant to the Jordan Valley Development Plan, it is anticipated that future agreements may be required and will contain terms and provisions that are common to the City's agreements for payments or potential reimbursement from impact fees and common to agreements between community development and renewal agencies and developers relating to payments or potential reimbursements from tax increment. This Agreement is entered into by the Parties, in part, for the purpose of establishing their intent and commitment to work together in good faith to the end that any future specific written agreements between them, consistent with the terms and provisions of this Agreement, can later be negotiated and entered into setting forth the particular performances and commitments of the Master Developer and UTA and the particular commitments of the City.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I LEGAL AUTHORITY AND PURPOSE

- 1.1 **City Laws and Purpose.** The City represents that it has the legal authority to enter into and perform its obligations under this Agreement and that the City has determined that this Agreement effectuates the above-referenced public purposes, objectives and benefits while appropriately reserving the City's legislative powers as set forth in Section 1.2 below and providing to the Master Developer and/or UTA vested rights as defined herein. Subject to the reservation of the City's legislative powers as set forth in Section 1.2 below, to the extent of any inconsistency between the provisions of this Agreement relating to the establishment of Master Developer's and/or UTA's vested rights, as the case may be, and the City's 2009 City Code and development regulations as they may exist from time to time within the period of Master Developer's and UTA's vested rights for the Jordan Valley TSOD Parcel, this Agreement and the approved Jordan Valley Development Plan will govern the City, UTA and Master Developer with respect to the Jordan Valley TSOD Parcel.
- 1.2 **Reserved Legislative Powers.** Nothing in this Agreement shall limit the future exercise of the police power of the City in enacting generally applicable land use laws after the date of this agreement. Notwithstanding the retained power of the City to enact such legislation under its police powers, such legislation shall only be applied to modify the vested rights described in Section 1.3 based on a good faith application of the policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah, and only if such laws address issues not otherwise addressed by the City's land use laws in existence as of the date hereof. In

addition to the foregoing, any such proposed change, including the imposition of any moratoria, affecting the vested rights of the Master Developer and UTA granted under this Agreement shall be binding upon Master Developer and UTA only if: (a) such change is of general application to all development activity in the City; and (b) the Master Developer and UTA receive, unless in good faith the City declares an emergency, prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Jordan Valley TSOD Parcel and the rights granted hereunder.

- 1.3 **Vested Rights.** Subject to the satisfaction or waiver of the Conditions Precedent set forth in Section 1.5 below, UTA and the Master Developer or their permitted assignee[s] shall have the vested right to develop the Jordan Valley TSOD Parcel in accordance with the provisions of the TSOD, the Jordan Valley Development Plan and as otherwise set forth in this Agreement, including, the right to develop the residential, office and other commercial uses at the densities identified in the Jordan Valley Development Plan. For purposes of clarity, the Parties acknowledge that the Jordan Valley Development Plan reflects the development of up to 1396 residential units, up to 83,200 square feet of commercial office space, and up to 35,380 square feet of retail, TRAX terminal, restaurant and other commercial space.
- 1.4 **Recitals and Exhibits.** The above Recitals and all Exhibits hereto are hereby incorporated by reference into this Agreement.
- 1.5 **Conditions Precedent.** Each of the City, UTA and Master Developer is entering into this Agreement in anticipation of the satisfaction of certain conditions precedent, which, if not satisfied, will frustrate the purposes of this Agreement. Accordingly, if the Conditions Precedent are not satisfied or otherwise waived by the Parties, this Agreement shall be rendered null and void and none of the parties hereto shall have any further obligation to the other arising out of this Agreement. The Parties recognize that some of the Conditions Precedent may be satisfied contemporaneously with or prior to the execution of this Agreement, but such Conditions Precedent have been identified herein for purposes of setting forth the intent of the Parties. For purposes of this Agreement, the following shall constitute the “**Conditions Precedent**”:
 - 1.5.1 the final non-appealable approval and acceptance of this Agreement by the City Council of the City;
 - 1.5.2 the City’s final non-appealable approval of the Jordan Valley Development Plan;
 - 1.5.3 the terms and conditions setting forth the respective obligations of UTA and Bangerter Station Associates, LLC shall be set forth in an operating agreement or other similar agreement signed by UTA and Bangerter Station Associates, LLC, as the members and manager of Master Developer;

1.5.4 Master Developer receives a written commitment from UTA to construct the Jordan Valley TRAX Station reasonably acceptable to Master Developer;

1.5.5 the Master Developer's acquisition, in fee simple absolute, of the Jordan Valley TSOD Parcel, excepting those portions of the Jordan Valley TSOD Parcel upon which the Jordan Valley TRAX Station, the Jordan Valley Parking Structures and the needed Access Roads (defined below) are located; and

1.5.6 the Master Developer's and/or UTA's acquisition of all such property rights and local, state and federal permits as are required to construct the Access Roads (defined below).

1.5.7 the approval of the Board of Trustees of UTA of the execution and delivery of this Agreement;

ARTICLE II PROJECT DEVELOPMENT

2.1 UTA Obligations.

2.1.1. UTA Construction of Jordan Valley TRAX Station Site. UTA agrees that on or before December 31, 2011 (the "**Jordan Valley TRAX Station Completion Date**"), it shall construct the Jordan Valley TRAX Station. The obligation for the construction of the Jordan Valley TRAX Station by UTA shall be limited to the standard platform, signals and other related improvements as are directly related thereto ("**TRAX Station Standard Improvements**").

2.1.2. UTA Parking Structures. UTA agrees that on or before the Jordan Valley TRAX Station Completion Date, it shall construct the Parking Structures I and II, as shown on the Jordan Valley Development Plan, which parking structures shall provide upon completion not less than 845 parking spaces for use by riders of TRAX utilizing the Jordan Valley TRAX Station. Structures I and II shall be constructed on a design-build basis in accordance with plans and specifications approved by Master Developer, UTA and the City. Each of Master Developer, UTA and the City covenant and agree that they will cooperate in good faith in the expeditious review and approval of the design-build plans so as to facilitate UTA's construction of the Jordan Valley Parking Structures before the Jordan Valley TRAX Station Completion Date. Parking Structures I and II shall be located on separate lots created pursuant to a subdivision plat for the Jordan Valley TRAX Station.

2.1.3. Access Road. UTA agrees that on or before the Jordan Valley TRAX Station Completion Date, it shall design, construct and dedicate to the City the access road shown on the Jordan Valley Development Plan, which access road will provide access to and from the Jordan Valley TRAX Station to 3200 West Street. This access road shall be completed in accordance with approved plans and specifications submitted in connection with a subdivision plat for the Jordan Valley TRAX Station.

2.2 Master Developer Obligations.

2.2.1 Conveyance or Dedication of Required Easements. Master Developer shall convey or dedicate to the City or other applicable utility provider at no cost such required utility easements on or across the Jordan Valley TSOD Parcel as are necessary to facilitate the extension of required utility services to the Jordan Valley Community.

2.2.2 Access Roads. Master Developer agrees that on or before the first phase residential completion date, it shall design, construct and dedicate to the City the access road shown on the Jordan Valley Development Plan, which access roads will provide access to and from the Jordan Valley TRAX Station to 90th South Street. This access road shall be completed in accordance with Section 2.2.3.

2.2.3 Additional Roads and Infrastructure. Master Developer agrees that upon completion of the various improvements and projects within the Jordan Valley TSOD Parcel in accordance with the Jordan Valley Development Plan, Master Developer shall design, construct and dedicate to the City the various other connecting roadways shown on the Jordan Valley Development Plan, which connecting roadways will connect to the Access Roads and provide for circulation within the Jordan Valley TSOD Parcel as generally shown in the Jordan Valley Development Plan (the “**Connecting Roads**”). The Connecting Roads shall be completed in accordance with approved plans and specifications submitted in connection with one or more subdivision plats for the various phases of the Jordan Valley TSOD Parcel as set forth in the Jordan Valley Development Plan. Without limiting the foregoing, the Master Developer shall be required to install:

- (a) a traffic signalized “T” intersection at the intersection of the access road with 3200 West, provided that this construction shall not be required until the City traffic engineer directs that such construction is warranted based upon the traffic signal warrants set forth in the Manual on Uniform Traffic Control Devices (MUTCD). Construction of the signalized intersection must then promptly proceed to take place, and this requirement will be a

condition to approval of the next phase of development if not yet completed;

- (b) improvements to the intersection of the access road and 90th South to achieve a four-way intersection with needed signals and other construction and equipment, provided that this construction shall not be required until the first to occur of the completion of the second proposed phase of the Jordan Valley TSOD Parcel or the opening of the access road to 90th South; and
- (c) a west bound right turn pocket on Haun Drive, provided that this construction shall not be required until the completion of the third proposed phase of the Jordan Valley TSOD Parcel.

2.3 City Obligations.

2.3.1 Provision of Certain Utility Services. The City agrees that it shall make available (subject to payment of connection fees and applicable commodity usage rates) culinary water, sanitary sewer and storm water, as well as garbage collection on public streets for residential properties and related services provided by the City to its citizens generally. Culinary water, sanitary sewer and storm water utility services will be provided through delivery and retention systems, respectively, constructed by UTA and the Master Developer as depicted on the Jordan Valley Development Plan, the Phase I Site Plan and the Phase I and Phase II Subdivision Plats. To the extent the delivery systems are properly and timely constructed by UTA and Master Developer, such services shall be provided at a level necessary to provide for the needs of the project as reflected in the Jordan Valley Development Plan. Notwithstanding the foregoing, the City agrees, at the City's expense, to extend and install a 12" culinary water pipe from 4000 West to the east side of Bangerter Highway along Old Bingham Highway on or before July 31, 2011.

2.3.2 Acquisition of Additional Property. If requested in writing by Master Developer, and only after good faith approach has been made to the Utah Department of Transportation to accomplish such property acquisition in connection with the construction and completion of the Jordan Valley TRAX Station, the City will reasonably consider providing assistance to Master Developer in the acquisition of needed roadway connections. Such assistance may include, if necessary and approved by the City Council, the City's exercise of its powers of eminent domain; provided, however, that any efforts by the City shall not be undertaken without a written

commitment from Master Developer to pay any and all of the acquisition costs of such additional property.

- 2.4 Jordan Valley Development Plan.** Any development of the Jordan Valley TSOD Parcel shall be consistent with the requirements of the TSOD for the Jordan Valley Community, including the requirements set forth in the Jordan Valley Development Plan. The City hereby agrees that it will process in good faith and consistently with the requirements of Utah law and the TSOD any and all land use development applications made pursuant to the Jordan Valley Development Plan.
- 2.5 Adjustments to Jordan Valley Development Plan.** The Parties acknowledge that due to the size of the Jordan Valley TSOD Parcel, and fluctuating market conditions, the Master Developer may wish to make adjustments and amendments to the Jordan Valley Development Plan from time to time. Accordingly, the City hereby agrees that it will receive, review and process in good faith and on a timely basis, any proposed amendment to the Jordan Valley Development Plan in accordance with all processes, procedures, and standards outlined in the 2009 City Code, as amended.
- 2.6 Site Planning, Platting and Phasing.** At any time, the Master Developer may submit applications for approval of subdivision platting and site planning of the Jordan Valley TSOD Parcel, or any applicable portion thereof, and the City shall receive, review and process such application in a timely manner consistently with the requirements of Utah law and the TSOD. To the extent that the Master Developer seeks approval of a plat or site plan that is consistent with the Jordan Valley Development Plan and meets the requirements of the TSOD, as the same may be amended by the Jordan Valley Development Plan, the Master Developer shall be entitled to receive approval as set forth in Utah law, and the City covenants that it shall not unreasonably withhold, condition or delay its approval of the same. The Master Developer may proceed by planning, platting and constructing all at one time or by phasing portions of the Jordan Valley TSOD Parcel as marketing conditions dictate, as long as each phase provides for a logical extension of roads, infrastructure and utilities through the Jordan Valley TSOD Parcel as approved by the City, in conformance with the requirements of this Agreement and the TSOD.
- 2.7 Development to be Consistent with Jordan Valley Development Plan.** All development of the Jordan Valley TSOD Parcel, whether by the Master Developer or a successor in interest, will be consistent with this Agreement and the Jordan Valley Development Plan.

2.8 Adjacent Properties. Any adjacent property now or later sought to be included within the Jordan Valley TSOD Parcel and existing within the Jordan Valley Community (“**Adjacent Property**”) will presumptively be developed by the Master Developer according to the applicable provisions of the Jordan Valley Development Plan, the TSOD and this Agreement unless one or more Adjacent Properties is expressly excluded by the City in writing. Any addition of an Adjacent Property to the Jordan Valley TSOD Parcel may well need amended or new subdivision platting, development planning and site planning and attendant City applications and processes.

2.9 Parks, Trails and Pathways. The Jordan Valley Development Plan provides for public use spaces consistent with the requirements of the TSOD for the Jordan Valley Community and the West Jordan Trails & Open Space Master Plan. The Master Developer and City will cooperate in reasonably locating and/or refining the location of such trail and pathway system to accommodate connectivity and consistency with existing City trails and pathways where possible.

ARTICLE III INFRASTRUCTURE IMPROVEMENTS & MUNICIPAL SERVICES

3.1 Extension of Utility Infrastructure. The Master Developer and City agree that certain culinary water, sanitary sewer and storm water infrastructure extensions and improvements required by and to be constructed in connection with the development of the Jordan Valley TSOD Parcel, as depicted on the Jordan Valley Development Plan, the Phase I Site Plan and the Phase I and Phase II Subdivision Plats may require the City to reimburse Master Developer in accordance with the City’s standard reimbursement policies and form agreements. For example, enough information is now known to agree that 34% of the cost of the extensions and upsizing of sanitary sewer facilities for the project are to be reimbursed by the City. As and when the designs and costs of such improvements or extensions are known, and the portions of those costs attributable to required oversizing are determined, Master Developer may approach the City for the preparation and execution of one or more reimbursement agreements.

3.2 Other Jordan Valley Improvements. The Parties agree that the construction of and installation of power, natural gas and other public utilities (collectively, the “**Other Jordan Valley Improvements**”) will be required in connection with the development of the Jordan Valley TSOD Parcel. The City agrees that Master Developer shall be allowed, without additional charge from the City except for standard land disturbance application fees and similar charges, to construct or cause to be constructed within applicable City rights-of-way and easements, such Other Jordan Valley Improvements as should reasonably be installed within such City rights-of-way.

- 3.3 **Additional Future Improvements.** Given the nature of transit oriented development, the desire of the City to promote community and economic development in the Jordan Valley Community area generally, and the desire of the Master Developer and the City to have the Jordan Valley Community area develop with greater intensity of use and density, additional system and other public improvements may be required in connection with the development of the Jordan Valley Community, including the construction of additional structured public parking facilities. Master Developer, the City and, where applicable, the City's redevelopment or other similar agency and UTA (but at no cost to UTA), shall cooperate in good faith in the identification of such additional system and other public improvements and identifying possible funding mechanisms for the financing and construction of the same. Such cooperation may include the construction and financing of certain facilities that may have elements of both system and project or public and private improvements, which in order to take advantage of construction and use efficiencies and economies of scale, should be constructed and ultimately used pursuant to an arrangement that accommodates both public and private use. City agrees that, once identified as a "system improvement," it shall include such additional system improvements as "system improvements" on the City's short-term capital facilities plan. The City agrees to timely and reasonably review and act on any such proposals and to cause the City's redevelopment agency or any similar and applicable City agency to timely and reasonably review and act on such proposals. Any construction of additional system improvements associated with such additional improvements will be subject to the same reimbursement agreement provisions as provided for the originally contemplated improvements.
- 3.4 **Impact Fees; Costs of Application Processing.** Subject to the credits and impact based adjustments described below, the Master Developer (and/or any subsequent transferee of any portion of the Jordan Valley TSOD Parcel) may be assessed and required to pay impact fees calculated by the City in accordance with the Utah Impact Fees Act and in effect as of the Effective Date. In addition, with respect to projects advanced by the Master Developer, Master Developer (and/or any subsequent transferee of any portion of the Jordan Valley TSOD Parcel) will be responsible for paying all City fees and charges regularly assessed for projects of the type being presented by Master Developer, including payment of hourly charges for all internal expert reviews and involvement.
- 3.4.1 Notwithstanding the foregoing, the City has agreed, based upon studies and information provided by Master Developer, that the City's regularly scheduled impact fees shall be reduced on the basis of the demonstrated reduced demand of the project on City systems, all as shown on Appendix A attached hereto.
- 3.4.2 Because impact fees are assessed at the time of development, any agreed impact fee credit or reduction shown on Appendix A will need to be phased and apportioned to the phasing of the development of the Jordan Valley TSOD Parcel.

- 3.4.3 Impact fees assessed on the development project(s) shown on the Jordan Valley Development Plan will be frozen at current levels (shown on Appendix A) for 5 years, until June 30, 2015. Thereafter the reduced impact fees shown on Appendix A will be increased by the same percentage as the increase to impact fees generally. For example, if on June 30, 2014 the building impact fee was increased by the City by 5%, then as of June 30, 2015 the building impact fee shown on Appendix A would be increased by 5%, and so on. Each such increase shall become a new base against which future impact fee percentage increases will be applied.
- 3.5 **Public Financing;Community Development Project Area.** It is the intent of the Master Developer and the City, at such time as the specific improvements to be constructed by the Master Developer can be adequately identified, to pursue the establishment of the Jordan Valley Community as a community development project area ("CDA") pursuant to Title 17C, Chapter 4, Utah Code Annotated, 1953 as amended. Provided the CDA is successfully established, it is the intent of the City that it will:
- 3.5.1 contribute its available tax increment to the Redevelopment Agency of the City of West Jordan for reimbursement to the Master Developer through the CDA. It is the City's intent to support the contemplated CDA to the extent economically and legally possible.
- 3.5.2 in good faith use its best efforts work with the Master Developer to obtain the agreement of the applicable taxing entities (the local school district, Salt Lake County, the City and the other smaller taxing entities that levy a tax in the Jordan Valley Community) to allow tax increment from the CDA to be paid to the Redevelopment Agency of the City of West Jordan to provide for agency administration and reimbursement of the Master Developer for (a) some or all (subject to negotiation) of the Other Jordan Valley Improvements located inside the CDA; and (b) to the extent approved by the affected taxing entities, some or all (subject to negotiation) of the Other Jordan Valley Improvements that are located outside of the CDA that constitute publicly owned and operated infrastructure that benefit the CDA.
- 3.5.3 The City agrees, subject to following all applicable state and local laws, that it will use or cause the Redevelopment Agency of the City of West Jordan to use good faith and reasonable efforts and cooperate with the Master Developer in securing, for the benefit of the Jordan Valley Community and the Jordan Valley TSOD Parcel, as applicable, tax increment financing through the establishment of a CDA and obtaining of agreements from applicable taxing entities, for the purpose of providing funding for potential reimbursement of the costs described above.

- 3.5.4 The City (including the City's Redevelopment Agency) and Master Developer further agree that they shall work together in good faith to determine the public financing needs of the Jordan Valley Community, identifying the appropriate public financing mechanism, and in securing such public financing so as to facilitate the above-referenced objectives. Nevertheless, it is understood and agreed that, regarding the contemplated tax increment financing, the City shall not be required by reason of any provisions of this Agreement to pay or contribute to the City's Redevelopment Agency for reimbursement to the Master Developer or others an amount that exceeds the City's available tax increment from the CDA area. The Jordan Valley Community is located in the existing 3200 – 3600 West 8600 South Redevelopment Project Area. To arrange for tax increment from taxing entities through the CDA the Redevelopment Agency of the City of West Jordan will be required to modify the 3200-3600 West 8600 South Redevelopment Project Area by excluding the area of the Jordan Valley Community from that project area, with the consent of the owners of the property to be excluded.
- 3.6 **Agreement for Development of Land.** Provided a CDA is successfully established based on the commitment of adequate financial resources from the involved taxing entities, it is the intent of the Master Developer and the City to involve the City's Redevelopment Agency to negotiate and enter into a separate and subsequent written Agreement for Development of Land ("ADL") providing for the Master Developer's performance in the construction of a mixed use development on the Jordan Valley TSOD Parcel, the WJC System Improvements and the Other Jordan Valley Improvements, and in consideration of Master Developer's performance providing for the City's Redevelopment Agency to reimburse the Master Developer for certain Master Developer costs as referred to in the preceding subsection.
- 3.7 **Maintenance of Detention Basins, Planters, Trees and Other Landscaping in Street Median Spaces and Alongside Streets and Sidewalks Appurtenant to, or Within, the Development.** The Master Developer shall legally create and empower one or more property owner associations in connection with the Jordan Valley Community and shall impose upon one or more of these associations the long term and permanent responsibility for the maintenance of all detention basins within the project area and outside of the UTA right of way. The City will be responsible for maintaining landscaping in street medians, including roundabouts, up to the City's standard level, which is rocks and trees. Master Developer will create and implement a mechanism for providing funds to the City in order to maintain the street median and roundabouts to the detail and level called for in the applicable site plan. Such funding mechanism(s) and the required detail of maintenance shall be provided for in writing in advance of the construction of any such street median or roundabout. Landscaping that exists along streets and sidewalks within the Jordan Valley TSOD Parcel, including public rights-of-way will be maintained by Master Developer and/or by one or more property owner

associations to be created by Master Developer..

ARTICLE IV DEFAULT AND COSTS

- 4.1 **Default.** In the event failure by any party to comply with the commitments set forth herein, within sixty (60) days of written notice of such failure from the other party, the non-defaulting party shall have the right to pursue any or all of the following remedies, which right shall be cumulative:
- 4.1.1 To cure such default or enjoin such violation and otherwise enforce the requirements contained in this Agreement; and
- 4.1.2 To enforce all rights and remedies available at law and in equity including, but not limited to, injunctive relief, specific performance and/or damages.
- 4.2 **Insolvency.** Insolvency, bankruptcy or any voluntary or involuntary assignment by any party for the benefit of creditors, which action(s) are unresolved for a period of 180 days shall be deemed to be a default by such party under this Article 4.
- 4.3 **Court Costs and Attorneys Fees.** In the event of any legal action or defense between the Parties arising out of or related to this Agreement, or any of the documents provided for herein, the prevailing party or Parties shall be entitled, in addition to the remedies and damages, if any awarded in such proceedings, to recover their costs and reasonable attorneys' fees.

ARTICLE V ASSIGNMENT AND RECORDATION

- 5.1 **Assignment and Transfer of Development.** The Master Developer shall not assign its obligations under this Agreement or any rights or interests herein, and except as provided below shall not convey the Jordan Valley TSOD Parcel or any portion thereof, without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed if the proposed transferee: (a) shall have the qualifications and financial responsibility necessary and adequate to fulfill the obligations undertaken pursuant to this Agreement and any then applicable Additional Agreements entered into by the Master Developer; and (b) by instrument in writing, shall have expressly assumed all of the obligations of the Master Developer under this Agreement and any then applicable Additional Agreements and agreed to be subject to all of the conditions and restrictions arising under this Agreement or any Additional Agreement to which the Master Developer is subject. Notwithstanding the foregoing, Master Developer may

assign its obligations under this Agreement or any rights or interests herein, without the consent of the City, to a special purpose entity of which Utah Transit Authority may be a member so long as Master Developer or its managing member or manager maintains a majority interest in such special purpose entity

- 5.1.1 Notwithstanding the foregoing, it is expressly contemplated that the Master Developer will transfer various portions of the Jordan Valley TSOD Parcel to one or more third parties or developer(s), who will develop specific projects on their respective portions of the Jordan Valley TSOD Parcel and/or erecting, constructing, maintaining, and operating (or causing to be erected, constructed, maintained, and operated) improvements thereon consistent with the requirements of this Agreement. Accordingly, nothing in this Agreement shall prohibit the Master Developer, with prior notice to the City, from selling any parcels in the ordinary course of the business of developing the Jordan Valley TSOD Parcel, nor shall the Master Developer be prohibited from selling a portion of the Jordan Valley TSOD Parcel to one or more third parties for the foregoing purposes, provided, however, that in all such events, Master Developer shall retain the obligations it has pursuant to this Agreement.
- 5.1.2 The provisions of this Section shall not prohibit the granting of any security interests for financing the acquisition and development of residential housing, or other development parcels within the Jordan Valley TSOD Parcel, subject to the Master Developer complying with applicable law and the requirements of this Agreement.
- 5.1.3 A change in the majority ownership or control of the Master Developer shall be deemed a transfer requiring the consent of the City pursuant to the requirements of this Section. Notwithstanding the foregoing sentence, a transfer of all or a portion of the Jordan Valley TSOD Parcel or change in the majority ownership or control of the Master Developer is permitted without the City's or Agency's consent under the following circumstances: (i) a transfer occurs to an entity that is an affiliate of the Master Developer or to Utah Transit Authority, (ii) a transfer or change in ownership occurs as a result of a merger or acquisition of Master Developer resulting in Master Developer and its principal(s) having the majority interest and control of the succeeding or resulting entity, and/or (iii) a transfer occurs only by way of security for, and only for, the purpose of obtaining financing necessary to enable the Master Developer, or its permitted successor in interest, to perform its obligations under this Agreement or any applicable Additional Agreement. No consent of the City and the Agency shall be required for any transfer or change in ownership or control under this Subsection 5.1.3.

5.1.4 The above provisions of this Section 5.1 shall terminate with respect to developed portions of the Jordan Valley TSOD Parcel upon the issuance of the Certificates of Occupancy for the buildings and improvements on the fully developed portion of the Jordan Valley TSOD Parcel.

- 5.2 **Release of Master Developer.** In the event of a City approved transfer of any portion of the Jordan Valley TSOD Parcel and upon assumption by the transferee of the Master Developer's obligations under this Agreement and any then applicable Additional Agreements, the respective transferee shall have the same rights and obligations as the Master Developer under this Agreement and applicable Additional Agreements, and the Master Developer shall be released from any further obligations with respect to that portion of the Jordan Valley TSOD Parcel, provided that any successor shall first execute and deliver such agreements and instruments as the City may require to bind the successor under the terms of this Agreement and any related and subsequent agreements between the parties.
- 5.3 **Recordation.** After its execution, the Agreement shall be recorded in the office of the County Recorder at the expense of the Master Developer. Each commitment and restriction on development set forth therein shall be a burden on the Jordan Valley TSOD Parcel, shall be appurtenant to and for the benefit of the Jordan Valley TSOD Parcel and shall run with the land.

ARTICLE VI GENERAL MATTERS

- 6.1 **Amendments.** Any alteration or change to this Agreement shall be made only after complying with any applicable notice and hearing provisions of MLUDMA and applicable provisions of the 2009 City Code.
- 6.2 **Captions and Construction.** This Agreement shall be construed according to its fair meaning and as if prepared by all Parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates. Furthermore, this Agreement shall be construed so as to effectuate the public purposes, objectives and benefits set forth herein while protecting any compelling countervailing public interest and providing to the Master Developer vested development rights as defined herein. As used in this Agreement, the words "include" and "including" shall mean "including, but not limited to" and shall not be interpreted to limit the generality of the terms preceding such word.

- 6.3 **Laws and Forum.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns, and shall be construed in accordance with applicable law. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Salt Lake County, Utah.
- 6.4 **Legal Representation.** Each of the Parties hereto acknowledge that they each have been represented by legal counsel in negotiating this Agreement and that neither party shall have been deemed to have been the drafter of this Agreement.
- 6.5 **Non-Liability of City Officials.** No officer, representative, agent or employee of a party hereto shall be personally liable to any other party hereto or any successor in interest or assignee of such party in the event of any default or breach by the defaulting party, or for any amount which may become due the non-defaulting party, or its successors or assigns, or for any obligation(s) arising under the terms of this Agreement.
- 6.6 **No Third Party Rights.** Unless otherwise specifically provided herein, the obligations of the Parties set forth in this Agreement shall not create any rights in or obligations to any other persons or third parties.
- 6.7 **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes; labor disputes; inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars; civil commotions; fires, floods, earthquakes or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage. Any party seeking relief under the provisions of this paragraph must have notified the other party in writing of a force majeure event within thirty (30) days following occurrence of the claimed force majeure event.
- 6.8 **Notices.** All notices shall be in writing and shall be deemed to have been sufficiently given or served when presented personally or when deposited in the United States mail, by registered or certified mail, addressed as follows:

The City: West Jordan City
8000 South Redwood Road
West Jordan, Utah 84088
Attention: City Manager

UTA: Utah Transit Authority
700 West 3600 South
Salt Lake City, Utah 84119
Attention: Bruce T. Jones, General Counsel

Master Developer: Bangerter Station, LLC
c/o Bangerter Station Associates, LLC
5850 Avenida Encinas, Suite A
Carlsbad, California 92008
Attention: Jeffrey M. Vitek, Manager

Such addresses may be changed by notice to the other party given in the same manner as above provided. Any notice given hereunder shall be deemed given as of the date delivered or mailed.

- 6.9 **Entire Agreement.** This Agreement, together with the Exhibits attached hereto, documents referenced herein and all regulatory approvals given by the City for the Jordan Valley TSOD Parcel, contains and constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements or understandings between the Parties which are not contained in such agreements, regulatory approvals and related conditions. It is expressly agreed by the Parties that this Agreement and the additional agreements between the Master Developer and the City, as contemplated and referred to elsewhere in this Agreement, are intended to and shall govern the development of the Jordan Valley TSOD Parcel. It is expressly acknowledged by the Parties that additional agreements shall be entered into by or among the Parties and, potentially with other parties relating to the development and financing of the Jordan Valley TSOD Parcel ("**Additional Agreement[s]**"). It is expressly agreed that such Additional Agreements shall govern the terms and conditions of the subject matter thereof. In the event of a conflict between this Agreement and the applicable Additional Agreements, the terms and conditions of the Additional Agreement shall control; provided that the Additional Agreement in question has been signed by the party against whom it is being used to supersede this Agreement.
- 6.10 **Effective Date.** This Agreement shall be effective upon the signing and execution of this Agreement by all Parties which, upon its occurrence, shall be deemed to have occurred as of the Effective Date.
- 6.11 **Termination.** This Agreement shall terminate upon mutual written agreement of the parties hereto, failure of the Conditions Precedent to occur on or before December 31, 2011 or 15 years after the Effective Date, whichever occurs first.
- 6.12 **Further Action.** The Parties hereby agree to execute and deliver such additional documents and to take all further actions as may become necessary or desirable to fully carry out the provisions and intent of this Agreement, including (a) the development of

the Jordan Valley TSOD Parcel and (b) adjustment of any provision of this Agreement if, and to the extent necessary, to bring it into compliance with all applicable laws and ordinances without diminishing the rights of the Parties under this Agreement.

- 6.13 **Effect of Agreement; Release of Claims.** Nothing in this Agreement shall be construed to relieve Master Developer or UTA of any obligations imposed on Master Developer or UTA by Federal or State laws, ordinances, regulations, or standards. It is the intent of the Parties that this Agreement serve as a complete release and waiver by Master Developer and UTA of any and all claims Master Developer or UTA has or may claim to have with respect to the City's application of the TSOD to the Jordan Valley TSOD Parcel or the imposition of any requirement expressly set forth in this Agreement, the Jordan Valley Development Plan or the Jordan Valley TSOD subdivision plat approved contemporaneously herewith. Moreover Master Developer and UTA hereby release and waive any and all claims Master Developer or UTA may have against the City with respect to any application filings or processing with respect to the Jordan Valley TSOD Parcel occurring prior to the Effective Date.

[signature pages follow]

IN WITNESS WHEREOF, the Parties have executed this Development Agreement.

DATED this 23 day of Sept, 2010.

WEST JORDAN CITY, a municipality and political
subdivision of the State of Utah

By Melissa K. Johnson
Melissa K. Johnson, Mayor

ATTEST:

Melanie Briggs
City Clerk



CITY ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
County of Salt Lake)

On this 23 day of Sept, 2010, before the undersigned notary public in and for the said state, personally appeared Melissa K. Johnson, known or identified to me to be the Mayor of West Jordan City and the person who executed the foregoing instrument on behalf of said City and acknowledged to me that said City executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

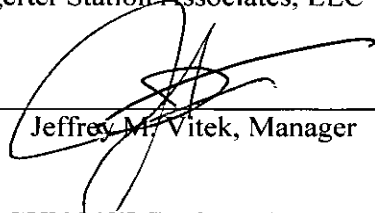


Melanie Briggs
Notary Public for Utah
Residing at: Salt Lake County
My Commission Expires: 7-31-2013

DATED this 22nd day of September, 2010.

BANGERTER STATION, LLC,
a Utah limited liability company, by its manager,

Bangerter Station Associates, LLC

By: 
Jeffrey M. Vitek, Manager

MASTER DEVELOPER ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
County of Salt Lake)

*See Attached
em*

On this ____ day of _____, 2010, before the undersigned notary public in and for the said state, personally appeared Jeffrey M. Vitek, known or identified to me to be the manager of Bangerter Station Associates, LLC, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Notary Public for Utah
Residing at: _____
My Commission Expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Diego

On 9/22/10 before me, Rachel Miller, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jeffrey M. Vitik
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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: Rachel Miller
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Development Agreement

Document Date: 9/22/10 Number of Pages: 23

Signer(s) Other Than Named Above: UTA

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

☐ Corporate Officer — Title(s): _____ ☐ Corporate Officer — Title(s): _____

☐ Individual ☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact ☐ Attorney in Fact

☐ Trustee ☐ Trustee

☐ Guardian or Conservator ☐ Guardian or Conservator

☐ Other: _____ ☐ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

DATED this 13 day of October, 2010.

UTAH TRANSIT AUTHORITY, a Utah public transit district organized under the laws of the State of Utah

By: [Signature]
Its: General Manager

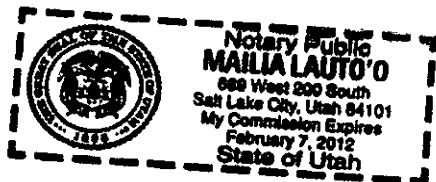
By: M. Kendall acton
Its: Chief Capitol Dev. Officer
By: [Signature]
Its: General Counsel

UTAH TRANSIT AUTHORITY ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
County of Salt Lake)

On this 13 day of October, 2010, before the undersigned notary public in and for the said state, personally appeared Michael A. Allegra, known or identified to me to be the General Manager of the Utah Transit Authority, and the person who executed the foregoing instrument and acknowledged to me that said public transit district executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



[Signature]
Notary Public for Utah
Residing at: 6609 W. 200 S. Salt Lake, UT
My Commission Expires: February 7, 2012

Approved as to form:

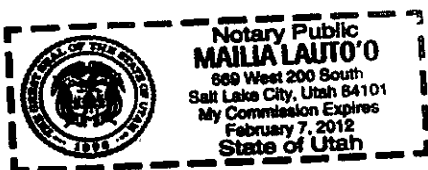
[Signature]
UTA Legal

UTAH TRANSIT AUTHORITY ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
County of Salt Lake)

On this 13 day of October, 2010, before the undersigned notary public in and for the said state, personally appeared Mick Crandall, known or identified to me to be the Chief Cap. Dev. Officer of the Utah Transit Authority, and the person who executed the foregoing instrument and acknowledged to me that said public transit district executed the same

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Mailia Lauto'o

Notary Public for Utah

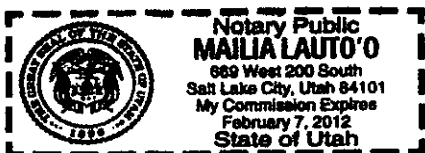
Residing at: 1649 W. 200 S. Salt Lake, UT
My Commission Expires: February 7, 2012

UTAH TRANSIT AUTHORITY ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
County of Salt Lake)

On this 13 day of October, 2010, before the undersigned notary public in and for the said state, personally appeared Bruce Jones, known or identified to me to be the General Counsel of the Utah Transit Authority, and the person who executed the foregoing instrument and acknowledged to me that said public transit district executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Mailia Lauto'o

Notary Public for Utah

Residing at: 1649 W. 200 S. Salt Lake, UT
My Commission Expires: February 7, 2012

EXHIBIT A

**JORDAN VALLEY TSOD PARCEL
(Legal Description)**

Parcel Numbers for Jordan Valley TSOD Parcel:

21-32-501-001

27-05-501-003

27-05-227-008

27-05-227-010

27-05-251-017

27-05-251-018

Exhibit "A"

A PARCEL OF LAND SITUATE IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 1 WEST, & THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN WEST JORDAN CITY, COUNTY OF SALT LAKE, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF 8600 SOUTH STREET, SAID POINT BEING NORTH 89°37'13" WEST, ALONG THE SECTION LINE, 45.76 FEET, FROM THE NORTHEAST CORNER OF SAID SECTION 5, AND RUNNING THENCE SOUTH 66°27'16" EAST, 13.92 FEET, TO THE WEST LINE OF 3200 WEST STREET; THENCE SOUTHERLY ALONG SAID 3200 WEST STREET THE FOLLOWING FOUR (4) COURSES AND DISTANCES; (1) SOUTH 0°01'36" EAST, 4.94 FEET; (2) SOUTHERLY ALONG THE ARC OF A 1167.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 09°30'45", A DISTANCE OF 193.75 FEET (THE LONG CHORD OF WHICH BEARS SOUTH 04°43'46" WEST, 193.53 FEET), TO A POINT OF REVERSE CURVATURE; (3) ALONG THE ARC OF A 1233.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09°30'45", A DISTANCE OF 204.71 FEET (THE LONG CHORD OF WHICH BEARS SOUTH 04°43'46" WEST, 204.47 FEET); (4) SOUTH 0°01'36" EAST, 451.73 FEET, TO THE NORTH LINE OF JORDAN PINES NORTH TOWNHOMES, ON FILE WITH THE SALT LAKE COUNTY RECORDER'S OFFICE AS ENTRY NO. 10896007; THENCE ALONG SAID JORDAN PINES NORTH TOWNHOMES THE FOLLOWING THREE (3) COURSES AND DISTANCES, (1) SOUTH 89°58'21" WEST, 11.00 FEET; (2) SOUTH 26°48'25" WEST, 310.08 FEET; (3) SOUTH 53°38'26" WEST, ALONG THE WEST LINE OF SAID JORDAN PINES NORTH TOWNHOMES AND THE EXTENSION THEREOF, 331.67 FEET, MORE OR LESS TO THE EAST-WEST 16TH LINE, AND THE NORTH LINE OF THE WOODS AT CREEKVIEW PHASE 3B AMENDED SUBDIVISION, ON FILE WITH THE SALT LAKE COUNTY RECORDER'S OFFICE AS ENTRY NO. 10167022; THENCE NORTH 89°32'39" WEST, ALONG SAID NORTH LINE AND THE EXTENSION THEREOF, 843.83 FEET, TO THE NORTHEASTERLY LINE OF THE UTAH LAKE DISTRIBUTION CANAL; THENCE NORTH 54°01'53" WEST, ALONG SAID NORTHEASTERLY LINE, 55.27 FEET, TO THE EAST LINE OF THE SOUTHWEST INDUSTRIAL CENTER AMENDED AND EXTENDED SUBDIVISION, ON FILE WITH THE SALT LAKE COUNTY RECORDER'S OFFICE AS ENTRY NO. 7535821; THENCE NORTH 0°00'19" WEST, ALONG SAID EAST LINE, 1025.83 FEET, TO THE SOUTHERLY LINE OF THE UTA RIGHT OF WAY LINE (DENVER AND RIO GRANDE WESTERN RAIL ROAD); THENCE SOUTH 69°29'59" WEST, ALONG SAID RIGHT OF WAY, 80.28 FEET; THENCE NORTH 20°30'04" WEST, 48.00 FEET, TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 30.00 FOOT NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 25°18'03", A DISTANCE OF 13.25 FEET, (THE LONG CHORD OF WHICH BEARS NORTH 56°50'57" EAST, 13.14 FEET); THENCE EASTERLY ALONG THE ARC OF A 72.00 FOOT REVERSE CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 55°31'11", A DISTANCE OF 69.77 FEET (THE LONG CHORD OF WHICH BEARS NORTH 71°57'31" EAST, 67.07 FEET); THENCE NORTH 69°29'59" EAST, PARALLEL WITH THE AFORESAID SOUTHERLY LINE OF THE UTA RIGHT OF WAY LINE (DENVER AND RIO GRAND RAILROAD RIGHT OF WAY) 371.45 FEET, TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 70.00 FOOT NON-TANGENT CURVE TO THE RIGHT, THROUGH A

CENTRAL ANGLE OF $41^{\circ}24'25''$, A DISTANCE OF 50.59 FEET, (THE LONG CHORD OF WHICH BEARS NORTH $48^{\circ}47'47''$ EAST, 49.49 FEET); THENCE NORTH $69^{\circ}29'59''$ EAST, 204.93 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 150.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF $30^{\circ}25'57''$, A DISTANCE OF 79.67 FEET, (THE LONG CHORD OF WHICH BEARS NORTH $84^{\circ}42'58''$ EAST, 78.74 FEET); THENCE SOUTH $80^{\circ}03'59''$ EAST, 88.51 FEET; THENCE SOUTH $89^{\circ}37'13''$ EAST, 600.95 FEET, TO THE POINT OF BEGINNING.

Parcel 2: — PLAT B

A PARCEL OF LAND SITUATE IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN WEST JORDAN CITY, COUNTY OF SALT LAKE, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF 9000 SOUTH STREET AND THE WESTERLY BOUNDARY LINE OF THE UTAH LAKE DISTRIBUTION

CANAL, SAID POINT BEING NORTH 89°28'05" WEST, ALONG THE SECTION LINE 1221.54 FEET AND NORTH 0°31'55" WEST, 81.83 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 5, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING THE BEGINNING OF A CURVE TO THE LEFT, OF WHICH THE RADIUS POINT BEARS SOUTH 05°54'41" WEST, DISTANCE OF 3,872.72 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°07'29", A DISTANCE OF 211.21 FEET; (THE LONG CHORD OF WHICH BEARS NORTH 85°39'03" WEST, 211.18 FEET); THENCE NORTH 00°01'04" WEST, 1,235.61 FEET; THENCE SOUTH 89°32'40" EAST, 10.76 FEET TO A POINT ON THE WESTERLY BOUNDARY LINE OF THE UTAH LAKE DISTRIBUTION CANAL; AS ESTABLISHED BY THAT CERTAIN QUIT CLAIM DEED, ENTRY NO. 9348534, ON FILE WITH THE SALT LAKE COUNTY RECORDER'S OFFICE; RUNNING THENCE ALONG SAID CANAL BOUNDARY THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES;

- 1) SOUTH 54°01'03" EAST 85.83 FEET;
- 2) SOUTH 40°57'36" EAST 49.18 FEET;
- 3) SOUTH 30°09'19" EAST 52.20 FEET;
- 4) SOUTH 15°41'40" EAST 53.06 FEET;
- 5) SOUTH 05°33'38" EAST 225.87 FEET;
- 6) SOUTH 08°15'37" EAST 59.34 FEET;
- 7) SOUTH 04°31'09" EAST 47.26 FEET;
- 8) SOUTH 06°39'25" EAST 316.17 FEET;
- 9) SOUTH 00°12'07" EAST 129.67 FEET;
- 10) SOUTH 02°12'21" WEST 225.64 FEET;
- 11) SOUTH 03°53'46" WEST 68.09 FEET TO THE POINT OF BEGINNING.

APPENDIX A
IMPACT FEE ADJUSTMENTS

APPENDIX A

JORDAN VALLEY TOD IMPACT FEE REVISIONS

September 15, 2010

Impact Fee Category	Current Fee	Proposed Fee	Estimated Units	Unit description	Estimated total cost
RESIDENTIAL					
Parks	\$1,301	\$975	1396.0	per household	\$1,361,100
Water	\$2,688	\$2,012	1396.0	per household	\$2,808,752
Sewer	\$1,930	\$1,447	1396.0	per household	\$2,020,012
Stormwater	\$6,106	\$6,106	41.35	per acre	\$252,483
Roads	\$1,523	\$1,295	1396.0	per household	\$1,807,820
Police	\$83	\$62	1396.0	per household	\$86,552
Fire	\$196	\$147	1396.0	per household	\$205,212

Stormwater impact fees are paid at time of Final Site Plan for each Phase of the development.

All other impact fees are paid at time of building permit.

NON-RESIDENTIAL

Water	\$3,944	\$3,944	17.0	3/4" meter	\$67,048
	\$6,574	\$6,574	9.0	1.0" meter	\$59,166
	\$21,037	\$21,037	0.0	2.0" meter	\$0
Sewer	\$2,831	\$2,831	17.0	3/4" meter	\$48,127
	\$4,721	\$4,721	9.0	1.0" meter	\$42,489
	\$15,106	\$15,106	0.0	2.0" meter	\$0
Storm	(Included in Residential above)				
Roads			Estimated		\$260,307
Police			Estimated		\$11,288
Fire			Estimated		\$21,947

Road, Police, and Fire impact fees will be reduced by 21% for commercial uses and 6% for office/institutional uses, from the impact fees in effect on September 15, 2010, based on the lower Average Daily Trips (ADT) predicted in the Hales Engineering trip generation report for the TOD.

SOUTHWIRE CREDITS

Water	(\$72,317)	Credits for the former Southwire facility will be applied by phase of the project. Details to be determined by City and Developer.
Sewer	(\$51,927)	
Stormwater (based on 17.31 acres)	(\$105,695)	
Roads	(\$189,827)	
Police	(\$12,326)	
Fire	(\$32,049)	

TOTAL CREDIT: (\$464,141)

Estimated net total: \$8,588,162

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment to Development Agreement ("Amendment") is entered into effective March __, 2013 ("Amendment Effective Date") by and among West Jordan City, a municipality and political subdivision of the State of Utah (the "City"), the Utah Transit Authority, a public transit district organized and existing pursuant to Utah law ("UTA"), and Bangerter Station, LLC, a Utah limited liability company (the "Master Developer"). The City, UTA and the Master Developer may from time to time be collectively referred to as the "Parties".

RECITALS

WHEREAS, the City, UTA and the Master Developer are parties to that certain Development Agreement dated October 13, 2010 ("**Development Agreement**") regarding, among other items, the obligations of the Parties with respect to the installation of required infrastructure improvements, and potential reimbursement for system improvements and over-sizing, as more particularly described in the Development Agreement; and

WHEREAS, the City, UTA and the Master Developer desire to amend the Development Agreement to extend the outside date for the satisfaction of the Conditions Precedent (as that term is defined in the Development Agreement).

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, UTA and the Master Developer agree as follows:

OPERATIVE PROVISIONS

1. **Termination**. Section 6.11 of the Development Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

"This Agreement shall terminate upon mutual written agreement of the Parties, failure of the Conditions Precedent to occur on or before December 31, 2013, or 15 years after the Effective Date, whichever occurs first."

2. **Amendment**. In the event of any inconsistency between the provisions of this Amendment and the provisions of the Development Agreement, the provisions of this Amendment shall control. The Development Agreement continues in full force and effect as amended by this Amendment.

3. **Counterparts**. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. In order to expedite matters, electronic signatures may be used in place of original signatures on this Amendment. The Parties hereto intend to be bound by the signatures on the electronic document, and hereby waive any defenses to the enforcement of the terms of this Amendment based on the use of an electronic signature; provided, however, that the Parties

hereby agree to execute and provide to each other original signatures, upon the request made by either party to the other.

WEST JORDAN CITY,
a municipality and political subdivision of the State of Utah

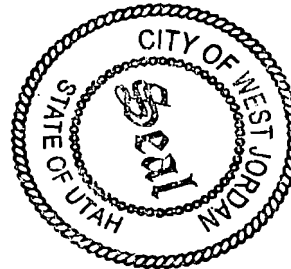
By: 

Mayor Melissa K. Johnson

ATTEST:

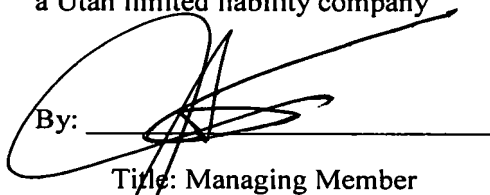


Melanie S. Briggs, City Clerk

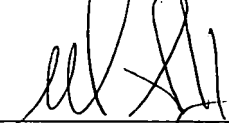


BANGERTER STATION, LLC,
a Utah limited liability company

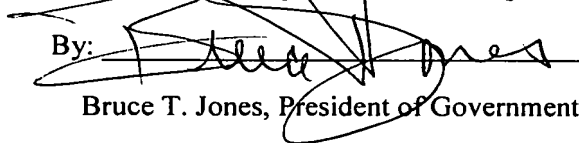
By: BANGERTER STATION ASSOCIATES, LLC,
a Utah limited liability company

By: 
Title: Managing Member

UTAH TRANSIT AUTHORITY

By: 

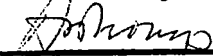
Michael A. Allegra, General Manager

By: 
Bruce T. Jones, President of Government Resources

Approved as to form

APPROVED AS TO FORM

West Jordan City Attorney

By: 

Date: 2/7/13

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. 13-29

**A RESOLUTION ADOPTING THE FIRST AMENDMENT TO THE DEVELOPMENT
AGREEMENT WITH UTAH TRANSIT AUTHORITY AND BANGERTER STATION,
LLC TO THE JORDAN VALLEY TSOD**

Whereas, the City Council on September 23, 2010 adopted and approved a development agreement by and between Utah Transit Authority, Bangerter Station, LLC and the City; and

Whereas, it has become necessary to update from December 31, 2011 to December 31, 2013 of the agreement regarding "Termination" contained within Section 6.11.; and

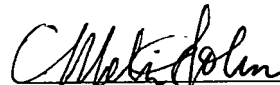
Whereas, on March 13, 2013 the City Council approved the first amendment to the development agreement with Utah Transit Authority

NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH:

Section 1. The Mayor is authorized to execute the first amendment to the development agreement with Utah Transit Authority and Bangerter Station, LLC to the Jordan Valley TSOD.

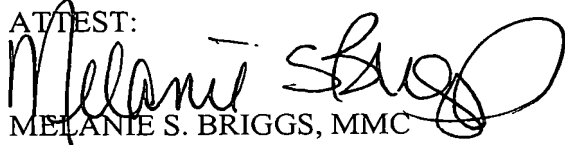
Section 2. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 13th day of March 2013.


MELISSA K. JOHNSON

Mayor

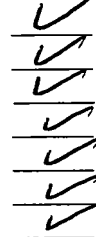
ATTEST:


MELANIE S. BRIGGS, MMC
City Clerk



Voting by the City Council
Judy Hansen
Clive M. Killpack
Chris McConnehey
Chad Nichols
Ben Southworth
Justin D. Stoker
Mayor Melissa K. Johnson

"AYE"



"NAY"

EXHIBIT A

**JORDAN VALLEY TSOD PARCEL
(Legal Description)**

Parcel Numbers for Jordan Valley TSOD Parcel:

21-32-501-001

27-05-501-003

27-05-227-008

27-05-227-010

27-05-251-017

27-05-251-018

Exhibit "A"

A PARCEL OF LAND SITUATE IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 1 WEST, & THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN WEST JORDAN CITY, COUNTY OF SALT LAKE, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF 8600 SOUTH STREET, SAID POINT BEING NORTH 89°37'13" WEST, ALONG THE SECTION LINE, 45.76 FEET, FROM THE NORTHEAST CORNER OF SAID SECTION 5, AND RUNNING THENCE SOUTH 66°27'16" EAST, 13.92 FEET, TO THE WEST LINE OF 3200 WEST STREET; THENCE SOUTHERLY ALONG SAID 3200 WEST STREET THE FOLLOWING FOUR (4) COURSES AND DISTANCES; (1) SOUTH 0°01'36" EAST, 4.94 FEET; (2) SOUTHERLY ALONG THE ARC OF A 1167.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 09°30'45", A DISTANCE OF 193.75 FEET (THE LONG CHORD OF WHICH BEARS SOUTH 04°43'46" WEST, 193.53 FEET), TO A POINT OF REVERSE CURVATURE; (3) ALONG THE ARC OF A 1233.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 09°30'45", A DISTANCE OF 204.71 FEET (THE LONG CHORD OF WHICH BEARS SOUTH 04°43'46" WEST, 204.47 FEET); (4) SOUTH 0°01'36" EAST, 451.73 FEET, TO THE NORTH LINE OF JORDAN PINES NORTH TOWNHOMES, ON FILE WITH THE SALT LAKE COUNTY RECORDER'S OFFICE AS ENTRY NO. 10896007; THENCE ALONG SAID JORDAN PINES NORTH TOWNHOMES THE FOLLOWING THREE (3) COURSES AND DISTANCES, (1) SOUTH 89°58'21" WEST, 11.00 FEET; (2) SOUTH 26°48'25" WEST, 310.08 FEET; (3) SOUTH 53°38'26" WEST, ALONG THE WEST LINE OF SAID JORDAN PINES NORTH TOWNHOMES AND THE EXTENSION THEREOF, 331.67 FEET, MORE OR LESS TO THE EAST-WEST 16TH LINE, AND THE NORTH LINE OF THE WOODS AT CREEKVIEW PHASE 3B AMENDED SUBDIVISION, ON FILE WITH THE SALT LAKE COUNTY RECORDER'S OFFICE AS ENTRY NO. 10167022; THENCE NORTH 89°32'39" WEST, ALONG SAID NORTH LINE AND THE EXTENSION THEREOF, 843.83 FEET, TO THE NORTHEASTERLY LINE OF THE UTAH LAKE DISTRIBUTION CANAL; THENCE NORTH 54°01'53" WEST, ALONG SAID NORTHEASTERLY LINE, 55.27 FEET, TO THE EAST LINE OF THE SOUTHWEST INDUSTRIAL CENTER AMENDED AND EXTENDED SUBDIVISION, ON FILE WITH THE SALT LAKE COUNTY RECORDER'S OFFICE AS ENTRY NO. 7535821; THENCE NORTH 0°00'19" WEST, ALONG SAID EAST LINE, 1025.83 FEET, TO THE SOUTHERLY LINE OF THE UTA RIGHT OF WAY LINE (DENVER AND RIO GRANDE WESTERN RAIL ROAD); THENCE SOUTH 69°29'59" WEST, ALONG SAID RIGHT OF WAY, 80.28 FEET; THENCE NORTH 20°30'04" WEST, 48.00 FEET, TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 30.00 FOOT NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 25°18'03", A DISTANCE OF 13.25 FEET, (THE LONG CHORD OF WHICH BEARS NORTH 56°50'57" EAST, 13.14 FEET); THENCE EASTERLY ALONG THE ARC OF A 72.00 FOOT REVERSE CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 55°31'11", A DISTANCE OF 69.77 FEET (THE LONG CHORD OF WHICH BEARS NORTH 71°57'31" EAST, 67.07 FEET); THENCE NORTH 69°29'59" EAST, PARALLEL WITH THE AFORESAID SOUTHERLY LINE OF THE UTA RIGHT OF WAY LINE (DENVER AND RIO GRAND RAILROAD RIGHT OF WAY) 371.45 FEET, TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 70.00 FOOT NON-TANGENT CURVE TO THE RIGHT, THROUGH A

CENTRAL ANGLE OF $41^{\circ}24'25''$, A DISTANCE OF 50.59 FEET, (THE LONG CHORD OF WHICH BEARS NORTH $48^{\circ}47'47''$ EAST, 49.49 FEET); THENCE NORTH $69^{\circ}29'59''$ EAST, 204.93 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 150.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF $30^{\circ}25'57''$, A DISTANCE OF 79.67 FEET, (THE LONG CHORD OF WHICH BEARS NORTH $84^{\circ}42'58''$ EAST, 78.74 FEET); THENCE SOUTH $80^{\circ}03'59''$ EAST, 88.51 FEET; THENCE SOUTH $89^{\circ}37'13''$ EAST, 600.95 FEET, TO THE POINT OF BEGINNING.

Parcel 2: PLAT B

A PARCEL OF LAND SITUATE IN THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN WEST JORDAN CITY, COUNTY OF SALT LAKE, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF 9000 SOUTH STREET AND THE WESTERLY BOUNDARY LINE OF THE UTAH LAKE DISTRIBUTION

CANAL, SAID POINT BEING NORTH 89°28'05" WEST, ALONG THE SECTION LINE 1221.54 FEET AND NORTH 0°31'55" WEST, 81.83 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 5, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING THE BEGINNING OF A CURVE TO THE LEFT, OF WHICH THE RADIUS POINT BEARS SOUTH 05°54'41" WEST, DISTANCE OF 3,872.72 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°07'29", A DISTANCE OF 211.21 FEET; (THE LONG CHORD OF WHICH BEARS NORTH 85°39'03" WEST, 211.18 FEET); THENCE NORTH 00°01'04" WEST, 1,235.61 FEET; THENCE SOUTH 89°32'40" EAST, 10.76 FEET TO A POINT ON THE WESTERLY BOUNDARY LINE OF THE UTAH LAKE DISTRIBUTION CANAL; AS ESTABLISHED BY THAT CERTAIN QUIT CLAIM DEED, ENTRY NO. 9348534, ON FILE WITH THE SALT LAKE COUNTY RECORDER'S OFFICE; RUNNING THENCE ALONG SAID CANAL BOUNDARY THE FOLLOWING ELEVEN (11) COURSES AND DISTANCES;

- 1) SOUTH 54°01'03" EAST 85.83 FEET;
- 2) SOUTH 40°57'36" EAST 49.18 FEET;
- 3) SOUTH 30°09'19" EAST 52.20 FEET;
- 4) SOUTH 15°41'40" EAST 53.06 FEET;
- 5) SOUTH 05°33'38" EAST 225.87 FEET;
- 6) SOUTH 08°15'37" EAST 59.34 FEET;
- 7) SOUTH 04°31'09" EAST 47.26 FEET;
- 8) SOUTH 06°39'25" EAST 316.17 FEET;
- 9) SOUTH 00°12'07" EAST 129.67 FEET;
- 10) SOUTH 02°12'21" WEST 225.64 FEET;
- 11) SOUTH 03°53'46" WEST 68.09 FEET TO THE POINT OF BEGINNING.

PLEASE RETURN TO:
Melanie Briggs
City Recorder
8000 S. Redwood Rd.
West Jordan, UT 84088

11941514
11/06/2014 11:29 AM #0-00
Book - 10273 Pg - 121-130
GARY W. OTT

RECORDER, SALT LAKE COUNTY, UTAH
WEST JORDAN CITY
8000 S REDWOOD RD
WEST JORDAN UT 84088
BY: DKA, DEPUTY - MA 10 P.

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

This Second Amendment to Development Agreement ("Amendment") is entered into effective September 24, 2014 ("Second Amendment Effective Date") by and among West Jordan City, a municipality and political subdivision of the State of Utah (the "**City**"), the Utah Transit Authority, a public transit district organized and existing pursuant to Utah law ("**UTA**"), and Bangarter Station, LLC, a Utah limited liability company (the "**Master Developer**"). The City, UTA and the Master Developer may from time to time be collectively referred to as the "**Parties**".

RECITALS

WHEREAS, the City, UTA and the Master Developer are parties to that certain Development Agreement dated October 13, 2010 ("**Development Agreement**") regarding, among other items, the obligations of the Parties with respect to the installation of required infrastructure improvements, and potential reimbursement for system improvements and over-sizing, as more particularly described in the Development Agreement; and

WHEREAS, the City, UTA and the Master Developer desire to amend the Development Agreement to extend the outside date for the satisfaction of the Conditions Precedent (as that term is defined in the Development Agreement).

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, UTA and the Master Developer agree as follows:

OPERATIVE PROVISIONS

1. **Termination**. Section 6.11 of the Development Agreement is hereby deleted in its entirety and the following is substituted in lieu thereof:

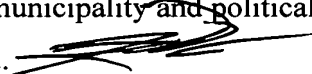
"This Agreement shall terminate upon mutual written agreement of the Parties, failure of the Conditions Precedent to occur on or before December 31, 2015, or 15 years after the Second Amendment Effective Date, whichever occurs first."

2. **Amendment**. In the event of any inconsistency between the provisions of this Amendment and the provisions of the Development Agreement, the provisions of this Amendment shall control. The Development Agreement continues in full force and effect as amended by this Amendment.

3. **Counterparts**. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. In order to expedite matters, electronic signatures may be used in place of original signatures on this Amendment. The Parties hereto intend to be bound by the signatures on the electronic document, and hereby waive any defenses to the enforcement of the terms of this Amendment based on the use of an electronic signature; provided, however, that the Parties

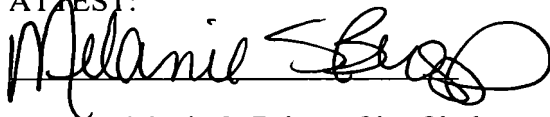
hereby agree to execute and provide to each other original signatures, upon the request made by either party to the other.

WEST JORDAN CITY,
a municipality and political subdivision of the State of Utah

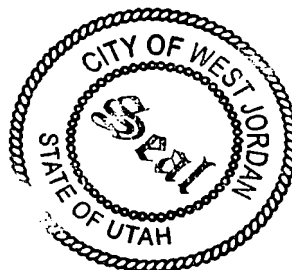
By: 

Kim V. Rolfe, Mayor

ATTEST:

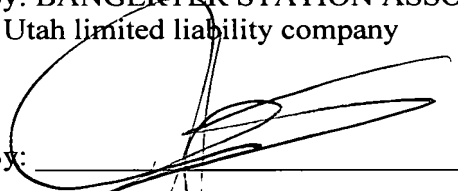


Melanie S. Briggs, City Clerk



BANGERter STATION, LLC,
a Utah limited liability company

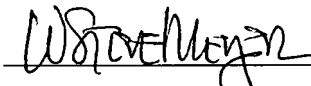
By: BANGERter STATION ASSOCIATES, LLC,
a Utah limited liability company

By: 

Title: Managing Member

17

UTAH TRANSIT AUTHORITY

By:  ACTING PRESIDENT/ASO
10/13/14

Michael A. Allegra, General Manager

By: 

CFO - Treasurer

THE CITY OF WEST JORDAN, UTAH
A Municipal Corporation

RESOLUTION NO. 14-184

**A RESOLUTION ADOPTING THE SECOND AMENDMENT TO THE
DEVELOPMENT AGREEMENT WITH UTAH TRANSIT AUTHORITY AND
BANGERTER STATION, LLC TO THE JORDAN VALLEY TSOD**

Whereas, the City Council on September 23, 2010 adopted and approved a development agreement by and between Utah Transit Authority, Bangerter Station, LLC and the City; and

Whereas, it has become necessary to update from December 31, 2013 to December 31, 2015 of the agreement regarding "Termination" contained within Section 6.11.; and

Whereas, on September 24, 2014 the City Council approved the second amendment via resolution # 14-184 to the development agreement with Utah Transit Authority and Bangerter Station, LLC.

NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH:

Section 1. The Mayor is authorized to execute the second amendment to the development agreement with Utah Transit Authority and Bangerter Station, LLC to the Jordan Valley TSOD.

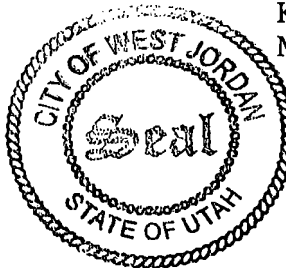
Section 2. This Resolution shall take effect immediately.

Adopted by the City Council of West Jordan, Utah, this 24th day of September 2014.


KIM V. ROLFE
Mayor

ATTEST:


MELANIE S. BRIGGS, MMC
City Clerk



Voting by the City Council
Jeff Haaga
Judy Hansen
Chris McConnehey
Chad Nichols
Ben Southworth
Justin D. Stoker
Mayor Kim V. Rolfe

"AYE"	"NAY"
☒	☐
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☒	☐



REQUEST FOR COUNCIL ACTION

Action: Request feedback from Council

Meeting Date Requested : 10/16/2024

Presenter: Alan Anderson, Patrick Boice

Deadline of item :

Applicant:

Department Sponsor: Council Office

Agenda Type: DISCUSSION TOPICS

Presentation Time: 20 Minutes

(Council may elect to provide more or less time)

1. AGENDA SUBJECT

Discussion of proposed amendments to **Title 16 – Administrative Code Enforcement Hearing**

2. EXECUTIVE SUMMARY

The city council is being asked to consider amendments to Title 16 within the West Jordan City code as it relates to the Administrative Code Enforcement Hearing program. This is in additional consideration of the Title 7 Parking discussion from the Sept. 18 Committee of the Whole Discussion. As council members review and consider these proposed amendments, they may wish to refer to the parking amendments from last month. Council and concerned residents may reference prior Committee of the Whole meeting in PrimeGov.

3. TIME SENSITIVITY / URGENCY

None

4. FISCAL NOTE

There is no cost to amend an ordinance, but a potential fiscal impact would be determined at a later time, depending on how the mayor/administration intend to implement any change in policy or code.

5. PLANNING COMMISSION RECOMMENDATION

N/A

6. STAFF ANALYSIS

Updated amendment have been reviewed by the city attorneys and are based in part on the feedback and direction from the council provided from the [Committee of the Whole Meeting on March 20, 2024](#) (minutes added within the packet as Attachment B).

The Title 7 Parking discussion from the September 18, 2024 COTW meeting can be [found here](#) (minutes added within the packet as Attachment C).

7. POSSIBLE COUNCIL DIRECTION

Council may choose to:

- Move the item forward to a future Council Meeting for consideration and possible final action;
- Continue the item for to a future Committee of the Whole meeting;

- As applicable, refer the item to the Planning Commission, a Council Subcommittee, or an Ad Hoc Committee;
- Table the item indefinitely;
- Make requests of Council Staff, Administrative Staff, or the mayor for information by way of four agreeing Council Members.

8. MAYOR RECOMMENDATION

Click or tap here to enter text.

9. PACKET ATTACHMENT(S)

- A – Title 16 Draft Amendments (working copy)
- B – Minutes from March 20, 2024 COTW meeting
- C – Minutes from the September 18, 2024 COTW meeting

10. OTHER INFORMATION

1 16-1A-1: ~~SHORT~~ TITLE:

2 This title shall be known as the ADMINISTRATIVE ~~CODE ENFORCEMENT~~ HEARING
3 PROGRAM ~~(ACE HEARING PROGRAM)~~. ~~or This title shall also be known as~~ TITLE 16, West
4 Jordan City Code. It may be cited and pleaded under either designation. (Ord. 18-31, 9-11-
5 2018)

6
7 16-1A-2: DECLARATION OF PURPOSE:

8 The City Council of the City of West Jordan finds that the enforcement of: City this Code
9 ~~and ordinances and~~ applicable State codes ~~throughout the City is an important public~~
10 ~~service. Code enforcement~~ is vital to the protection of the public's health, safety, and quality
11 of life. ~~The City Council recognizes that enforcement starts with the drafting of precise~~
12 ~~regulations that can be effectively applied in administrative code enforcement hearings and~~
13 ~~judicial proceedings.~~ The City Council further finds that ~~a comprehensive code enforcement~~
14 ~~system that uses a combination of both~~ judicial and administrative remedies ~~is are~~ critical
15 ~~to gain for~~ compliance with ~~these regulations.~~ City ordinances. Failure to comply with an
16 administrative code enforcement action may require the City Attorney to file a judicial
17 action to gain compliance The City Attorney may file a judicial action pursue judicial
18 remedies to gain compliance with any administrative code enforcement action. (Ord. 18-
19 31, 9-11-2018)

20
21 16-1A-3: SCOPE:

22 The provisions of this title may be applied to all ordinance violations, ~~of this Code. It has~~
23 ~~been designed as~~ This Title is an additional remedy for the City to use in achieving to
24 achieve compliance of its ordinances. (Ord. 18-31, 9-11-2018)

25
26 16-1A-4: EXISTING LAW CONTINUED:

27 ~~The provisions of t~~This title does not invalidate any other title or ordinance, ~~but and~~ shall
28 be read in conjunction with those titles and ordinances as an additional remedy ~~available~~
29 for enforcement of those ordinances. (Ord. 18-31, 9-11-2018)

30
31 16-1A-5: CRIMINAL PROSECUTION RIGHT:

32 The City city has sole discretion in deciding whether to file a civil or criminal case for the
33 violation of any ~~of its ordinance~~ ordinances. ~~The City may choose to file both, or one or the~~
34 ~~other. The enactment of this administrative remedy shall in no~~ This Title does not way
35 interfere with the City's city's right to prosecute City city ordinance violations as criminal
36 offenses. The City city may use any ~~of the remedies available under the law in both civil and~~
37 or criminal ~~prosecution~~ remedy available under the law. If the City city files chooses to file
38 both civil and criminal charges for the same day of violation, no civil penalties may be
39 assessed, but all other remedies are available. (Ord. 18-31, 9-11-2018)

40
41 16-1A-6: EFFECT OF HEADING:

Title, chapter, article, and section headings ~~contained herein shall not be deemed to~~
~~do not~~ govern, limit, modify, or in any manner affect the scope, meaning, or intent of the
provisions of any title, chapter, article, or section hereof. (Ord. 18-31, 9-11-2018)

16-1A-7: VALIDITY OF TITLE - SEVERABILITY:

If any section, subsection, sentence, clause, phrase, portion, or provision of this title is ~~for~~
~~any reason~~ held to be invalid or unconstitutional by ~~the decision of any~~ a court of competent
jurisdiction, such decision shall not affect the validity of the remaining portions of this title.
The City Council of this City hereby declares that it would have adopted adopts this title and
each section, subsection, sentence, clause, phrase, portion, or provision thereof,
irrespective of the fact that any one or more sections, subsections, clauses, phrases,
portions, or provisions be declared invalid or unconstitutional. This section shall apply to
all amendments heretofore or hereafter made to this title. (Ord. 18-31, 9-11-2018)

16-1A-8: NO MANDATORY DUTY - CIVIL LIABILITY:

~~It is the intent of the City Council that in establishing performance standards or~~
~~establishing an obligation to act by a City officer or employee, these~~ This title shall not be
interpreted to impose an affirmative obligation or duty on any city employee. No tort
liability shall exist if an officer or employee fails to perform their directed duty This Title or
any other ordinance that establishes any performance standard or obligation standards
shall not be construed as creating adoes not establish any mandatory duty for purposes of
tort liability if the officer or employee fails to perform his or her directed duty or duties.
(Ord. 18-31, 9-11-2018)

16-1A-9: GENERAL RULES OF INTERPRETATION OF ORDINANCES:

A. For purposes of this title:

1. Any gender includes the other gender.
2. "Shall" is mandatory; "may" is permissive.
3. The singular number includes the plural, and the plural the singular.
4. Words used in the present tense include the past and future tense, and vice versa.
5. Words and phrases used in this title and not specifically defined shall be construed
according to the context and approved usage of the language. (Ord. 18-31, 9-11-2018)

16-1A-10: DEFINITIONS APPLICABLE TO TITLE GENERALLY:

The following words and phrases, ~~whenever used in this title, shall be constructed as are~~
~~defined as follows in this section~~, unless a different meaning is specifically defined
elsewhere in this title and specifically stated to apply:

ABATEMENT: Means ~~A~~any action the City may take on public or private property and any
adjacent property as ~~may be~~ necessary to remove or alleviate a violation, including, but not
limited to, demolition, removal, repair, boarding, and securing or replacement of property.

ABATE: Actions taken to correct, reduce, or eliminate an existing condition. This definition
does not apply to the seizing or destruction of animals.

ADMINISTRATIVE CITATION/CIVIL CITATION: A notice that a civil violation of this code has occurred, issued by an officer or other person authorized to issue such notice consistent with Utah Code Annotated section 10-3-703 or other applicable laws or state statutes or their successors.

ADMINISTRATIVE CODE ENFORCEMENT ORDER: Means an order issued by the Administrative Law Judge. The order may include an order to abate the violation, pay civil penalties and administrative costs, or take any other action as authorized or required by this title and applicable State codes.

ADMINISTRATIVE LAW JUDGE: The professionally trained individual retained by contract by the mayor to fulfill the responsibilities set forth in this title.

ANIMAL ~~CONTROL SERVICES~~ ADMINISTRATOR: Means the Supervisor of the Animal ~~Control Services~~ Division.

BUSINESS OWNER: Any principal in the business including a Manager, Owner, or Officer.

CHIEF EXECUTIVE OFFICER: The mayor.

CITY: Means the area within the territorial City limits of the City of West Jordan, and such territory outside of this City over which the City has jurisdiction or control by virtue of any constitutional or incorporation provisions contract or provision of any law.

CITY COUNCIL: Means the City Council of the City of West Jordan.

CODE ENFORCEMENT LIEN: Means a lien recorded to collect outstanding civil penalties, administrative fees, and costs.

CODE ENFORCEMENT PERFORMANCE BOND: Means a bond posted by a responsible person to ensure compliance with this Code, applicable State titles, a judicial action, or an administrative code enforcement order.

CODE ENFORCEMENT SUPERVISOR: Means the Supervisor of the Ordinance Code Enforcement Division.

ENFORCEMENT OFFICIAL: Means a person authorized to enforce violations of this Code or applicable State codes.

FINANCIAL INSTITUTION: Means a person or entity that holds a recorded mortgage or deed of trust on a property.

GOOD CAUSE: Means an incapacitating illness; death; lack of proper notice; unavailability due to unavoidable, unpreventable, or extenuating emergency or circumstance; if a required act causes an imminent and irreparable injury; and acts of nature adverse to performing required acts.

IMMINENT LIFE SAFETY HAZARD: Means a condition that creates a present, extreme, and immediate danger to life, property, health, or public safety.

LEGAL INTEREST: Means a interest that is represented by a document, such as a deed of trust, quitclaim deed, mortgage, judgment lien, tax or assessment lien, mechanic's lien, or other similar instrument that is recorded with the County Recorder.

NOTICE OF COMPLIANCE: Means a document issued by the City, representing that a property complies with the requirements outlined in the notice of violation.

NOTICE OF SATISFACTION AND RELEASE OF JUDGMENT: Means a document or form approved by the Code Enforcement Supervisor or his or her designee, which indicates that all outstanding civil penalties and costs have been either paid in full, or that the City

city has negotiated an agreed amount, or that a subsequent administrative or judicial decision has resolved the outstanding debt. In addition to the satisfaction of the financial debt, the property must also be in compliance with the requirements outlined in the notice of violation.

NOTICE OF VIOLATION: Means a written notice prepared by an enforcement official that informs a responsible person of code violations and orders them to take certain steps to correct the violations.

OATH: Includes affirmations and oaths.

PERSON: Means any natural person, firm, joint venture, joint stock company, partnership, association, club, company, corporation, business trust, organization, or the manager, lessee, agent, sergeant, officer, or employee of any of them, or any other entity that is recognized by law as the subject of rights or duties.

PROPERTY OWNER: Means the record owner of real property based on the County Assessor's records.

PUBLIC NUISANCE: Means any condition caused, maintained, or permitted to exist that constitutes a threat to the public's health, safety, and welfare, or that significantly obstructs, injures, or interferes with the reasonable or free use of property in a neighborhood or community or by any considerable number of persons. A public nuisance also has the same meaning as set forth in the Utah Code Annotated.

RESPONSIBLE PERSON: Means a person who is alleged to have caused, encouraged, aided, allowed, facilitated, or maintained a violation of this Code or applicable State codes. This, including but is not limited to the property owner, tenant, person with a legal interest in the real property, and/or any person in possession of the real property, etc.

WRITTEN: Includes handwritten, typewritten, photocopied, completed form, computer printed document, or facsimile, sent by facsimile, emailed, texted, or sent in any other electronic or digital format. (Ord. 18-31, 9-11-2018; amd. Ord. 21-04, 2-10-2021)

16-1A-11: ACTS INCLUDE CAUSING, AIDING, AND ABETTING:

Whenever any act or omission is made unlawful in this title, it may include causing, permitting, aiding, or abetting such act or omission. (Ord. 18-31, 9-11-2018)

ARTICLE B. SERVICE REQUIREMENTS SECTION:

16-1B-1: Service Of Process

16-1B-2: Constructive Notice Of Recorded Documents

16-1B-1: SERVICE OF PROCESS:

A. Initial Service- Unless specified otherwise, Whenever service is required to be given under this title for enforcement purposes, the document(s) shall be served by any of the following methods, unless different provisions are otherwise specifically stated to apply:

169 1. Regular mail, postage prepaid, to the ~~last known address of the registered agent,~~
170 owner(s) as shown on the records of the County Assessor's office or other responsible
171 person(s);

172 2. Posting the notice conspicuously on the property. If not inhabited or occupied, ~~t~~The
173 notice must also be mailed as in subsection A1 of this section. The form of the posted notice
174 shall be approved by the Code Enforcement Supervisor or ~~his or her~~their designee;

175 3. Personal service pursuant to Utah Rules of Civil Procedure rule 4(d)(1) or rule
176 4(d)(5); or

177 4. Published in a newspaper of general circulation where the identity or whereabouts
178 of the person to be served are unknown and cannot be ascertained through reasonable
179 diligence, or where service is impracticable under the circumstances, or where there exists
180 good cause to believe that the person to be served is avoiding service of process~~Publication~~
181 ~~in a newspaper of general circulation once per week for four (4) weeks where the identity~~
182 ~~or whereabouts of the person to be served are unknown and cannot be ascertained through~~
183 ~~reasonable diligence, where service is impracticable under the circumstances, or where~~
184 ~~there exists good cause to believe that the person to be served is avoiding service of~~
185 ~~process.~~

186 B. Ongoing Documents to be served. Ongoing documents that are required to bme served
187 may be served in any method above or by regular US Mail. Service by regular mail in the
188 manner described above shall be deemed served on the third day after the date of mailing.

189 C. If service complies with the requirements of this section, it shall be ~~deemed a~~valid
190 ~~service~~ even if a party claims not to have received the service and it shall not affect the
191 validity of any proceedings taken under this title.

192 D. The failure to serve all responsible person(s) shall not affect the validity of any
193 proceedings against any other responsible person that was successfully served. (Ord. 18-
194 31, 9-11-2018)

195
196 16-1B-2: CONSTRUCTIVE NOTICE OF RECORDED DOCUMENTS:

197 Whenever a document is recorded with the County Recorder as authorized or required by
198 this title or applicable State codes, recordation shall provide constructive notice of the
199 information contained in the recorded documents. (Ord. 18-31, 9-11-2018)

200
201 ARTICLE C. GENERAL AUTHORITY AND OFFENSES
202 SECTION:

203 16-1C-1: General Enforcement Authority

204 16-1C-2: Adoption Of Policy And Procedures

205 16-1C-3: Authority To Inspect

206 16-1C-4: Power To Arrest

207 16-1C-5: False Information Or Refusal Prohibited

208 16-1C-6: Failure To Obey A Subpoena

209
210 16-1C-1: GENERAL ENFORCEMENT AUTHORITY:

211 A. Whenever the Code Enforcement Supervisor or enforcement official finds that a
212 violation of this Code or applicable State codes has occurred or continues to exist,
213 the appropriate administrative enforcement procedure may be used, ~~as outlined in~~
214 ~~this title.~~ The Code Enforcement Supervisor or any designated enforcement official
215 has the authority and power necessary to gain compliance with the provisions of
216 this Code and applicable State codes. These powers include the power to issue
217 notices of violation and administrative citations, inspect public and private
218 property, ~~revoke or suspend a city-issued license,~~ abate public and private property,
219 and use ~~whatever~~ judicial and administrative remedies ~~are~~ available under this
220 Code or applicable State codes. (Ord. 18-31, 9-11-2018)

221 B. ~~Whenever the Animal Control Services Administrator or Animal Control~~
222 ~~Officer finds that a violation of this Code or applicable State codes has~~
223 ~~occurred or continues to exist, the appropriate administrative enforcement~~
224 ~~procedure may be used. the Animal Control Administrator or Animal Control~~
225 ~~Officer has the authority and power necessary to gain compliance with the~~
226 ~~provisions of this Code and applicable State codes. These powers include the~~
227 ~~power to issue notices of violation and administrative citations. NOTE: any~~
228 ~~removal of animals must be done through appropriate judicial order as~~
229 ~~further defined in set forth by this Chapter.~~

230
231 16-1C-2: ADOPTION OF POLICY AND PROCEDURES:

232 The ~~Mayor~~ ~~mayor~~ or ~~mayor's designee is authorized to~~ develop policies and
233 procedures, consistent with this title, relating to the hearing procedures, scope of
234 hearings, subpoena powers, and other matters relating to the Administrative Code
235 Enforcement Hearing Program. ~~However, any such policies and procedures shall not~~
236 ~~be inconsistent with this title or State or Federal law. If no policies and procedures~~
237 ~~are specifically adopted by the mayor, the procedure for administrative hearings, as~~
238 ~~found in Title 63G, Chapter 4 of the Utah State Code shall be used insofar as they do~~
239 ~~not conflict with this title.~~ (Ord. 18-31, 9-11-2018; amd. Ord. 21-11, 3-24-2021)

240
241 ~~The mayor or ayor's designee develops policies and procedures to regulate the hearing~~
242 ~~process for any violation of this Code and applicable State codes that are handled pursuant~~
243 ~~to the administrative abatement procedures, the emergency abatement procedures, the~~
244 ~~demolition procedures, or the administrative citation procedures.~~

245 A.

246 ~~The mayor or mayor's designee shall issue and publish policies, procedures, and~~
247 ~~rules for the conduct of all hearings which may include: an explanation of the~~
248 ~~hearing process, the types of evidence that will be permitted, the length of the~~
249 ~~hearing, the issues to be addressed, how witnesses will be examined.~~

250
251 ~~The mmayor or mmayor's designee may issuedevelop policies and procedures~~
252 ~~regarding the disqualification and replacement of an Administrative Law Judge~~

253 B.

254 C. ~~A.—The mmayor or mmayor’s designee is authorized to may develop policies and~~
255 ~~procedures, consistent with this title, to assist in the assessment of civil penalties for~~
256 ~~administrative citations.~~

257
258 ~~Any such policies and procedures shall not be inconsistent with this title or State or~~
259 ~~Federal law.~~

260
261 16-1C-3: AUTHORITY TO INSPECT:

262 A. Subject to State and Federal law, the Code Enforcement Supervisor, ~~Animal Control~~
263 ~~Supervisor~~, or any designated enforcement official is authorized to ~~may~~ enter upon
264 any property, ~~or~~ premises, ~~or air space~~ to ascertain whether the provisions of this
265 Code or applicable State codes are being obeyed and to make any examinations and
266 surveys as may be necessary in the performance of the enforcement duties. This
267 may include the taking of photographs, ~~video~~, samples, or other physical evidence.
268 All inspections, entries, examinations, and surveys shall be done in a reasonable
269 manner based upon appropriate cause, ~~subject to State and Federal law.~~

270
271 B. If the responsible person refuses to allow the enforcement official to enter the
272 property, the enforcement official ~~shall may~~ obtain an ~~appropriate search~~
273 ~~administrative~~ warrant (from any ~~Judge judge~~ or ~~Magistrate magistrate~~ of
274 competent jurisdiction). ~~The enforcement official will follow the procedures in Utah~~
275 ~~Rules of Criminal Procedure, Rule 40 (k).~~ (Ord. 18-31, 9-11-2018)

276
277 16-1C-4: ~~POWER TO ARREST~~ REPEALED:

278 ~~Subject to other applicable law, the Code Enforcement Supervisor or any designated~~
279 ~~enforcement official is authorized to arrest, without a warrant, any person whenever there~~
280 ~~is reasonable cause to believe that the person has committed a violation of this Code or~~
281 ~~applicable State codes in the enforcement official's presence. If allowed by law, tThe Code~~
282 ~~Enforcement Supervisor or enforcement official can arrest a person by issuing an~~
283 ~~administrative citation. (Ord. 18-31, 9-11-2018)~~

284
285 16-1C-5: FALSE INFORMATION OR REFUSAL PROHIBITED:

286 ~~It shall be unlawful for any person to willfully make a false statement or refuse to give his~~
287 ~~or her name or address with intent to deceive or interfere with a City employee when in the~~
288 ~~performance of his or her official duties under the provisions of this title. A violation of this~~
289 ~~section is a Class B misdemeanor~~
290 ~~A person commits a cclass C misdemeanor if, with the intent of misleading an enforcement~~
291 ~~official as to the person's identity, birth date, or place of residence, the person knowingly~~
292 ~~refuses to give their name, -gives a false name, birth date, or address to a peace officer in~~
293 ~~the lawful discharge of the peace officer's official duties. (Ord. 18-31, 9-11-2018)~~

294
295 16-1C-6: FAILURE TO OBEY A SUBPOENA:

It is unlawful for any person to refuse or fail to obey a subpoena issued for an administrative code enforcement hearing. Failure to obey a subpoena constitutes contempt and may be prosecuted as a Class B misdemeanor. (Ord. 18-31, 9-11-2018)

CHAPTER 2

ADMINISTRATIVE ~~CODE ENFORCEMENT~~ HEARING PROCEDURES

ARTICLE A. GENERAL PROVISIONS

SECTION:

16-2A-1: Authority

16-2A-2: Notice Of Violation

16-2A-3: Failure To Bring Property Into Compliance

16-2A-4: Inspections

16-2A-1: AUTHORITY:

~~The City may abate~~ Any condition caused, maintained, or permitted to exist in violation of any provisions of this Code or applicable State codes ~~that constitutes a violation may be abated by the City~~ pursuant to the procedures set forth in this article. (Ord. 18-31, 9-11-2018)

16-2A-2: NOTICE OF VIOLATION ~~/ ADMINISTRATIVE CITATION~~ CONTENTS:

A. ~~Whenever the Code Enforcement Supervisor or any designated enforcement official determines that a violation of this Code or applicable State codes has occurred or continues to exist, the Code Enforcement Supervisor or enforcement official may choose to proceed under the administrative abatement procedures. If this procedure is used, a notice of violation shall be issued to a responsible person.~~ The notice of violation ~~/ administrative citation~~ shall include the following information:

1. Name of property owner and any other known responsible persons;
2. Street address of violation;
3. Date violation observed;
4. All code sections violated and description of ~~condition of the property that violates the applicable codes~~ the violation;

~~—5. A statement explaining the type of remedial action required to permanently correct outstanding violations, which may include corrections, repairs, demolition, removal, or other appropriate action;~~

~~6. A specific date to correct the violations, which date shall be at least fourteen (14) calendar days from the date of service;~~

~~—7. Explanation of the consequences should the responsible person fail to comply with the terms and deadlines as prescribed in the notice of violation, which may include, but is not limited to, criminal prosecution; civil penalties; revocation of permits; recodation of the notice of violation; withholding of future Municipal permits; abatement of the violation; costs; administrative fees; and any other legal remedies;~~

339 ~~—8. The amount of the civil penalty on each violation and the penalty will immediately~~
340 ~~accrue daily, up to the maximum allowed by State law~~this chapter, until the property is
341 ~~brought into compliance;~~

342 96. Explanation that only one notice of violation is required for any 12-month period,
343 and that civil penalties begin immediately upon any subsequent violations of the notice.
344 The responsible person may request a hearing on the renewed violations by following the
345 same procedure as provided for the original notice~~the revocation of certain permits or~~
346 licenses may require a waiting period before the license can be reapplied for;

347 107. Procedures to request a hearing as provided in section 16-2E-3 of this chapter,
348 and consequences for failure to request one.

349 B. —B. The notice of violation~~of violation~~ shall be served by one of the methods of
350 service listed in section 16-1B-1 of this title.

351 CC. More than one notice of violation may be issued against the same responsible
352 person, if it encompasses different dates, or different violations.

353 DD. Failure to include all items listed in subsection A of this section ~~shall not affect the~~
354 ~~validity of~~ does not invalidate the notice of violation. Any defect in the notice may be
355 amended ~~fifteen (15)~~ calendar days prior to any administrative hearing. (Ord. 18-31, 9-11-
356 2018)

357 16-2A-3: FAILURE TO BRING ~~PROPERTY VIOLATION~~ INTO COMPLIANCE:

358 ~~—A. If a responsible person fails to bring a violation into compliance by the date set forth~~
359 ~~in the notice of violation, civil penalties shall be owed to the City for each subsequent day of~~
360 ~~violation, according to the City Consolidated Fee Schedule uniform fee schedule, up to~~
361 ~~maximum amounts allowed by State law, pursuant to subsection 16-2A-2A8 of this~~
362 ~~article. Payment of the imposed penalty shall not excuse the failure to correct the violations,~~
363 ~~nor shall it bar any further enforcement action authorized by State law or this title.~~

364 ~~—B. Failure to comply with the notice of violation is a Class B misdemeanor. (Ord. 18-31, 9-~~
365 ~~11-2018)~~

366 16-2A-4: INSPECTIONS:

367 It shall be the duty of ~~t~~The responsible person served with a ~~n~~Notice of Violation~~citation~~ to
368 request an inspection by the Code Enforcement Supervisor or ~~his~~the designated
369 enforcement official when ~~his or her~~the property ~~at issue~~ has been brought into
370 compliance. It is prima facie evidence that the violation remains on the property if no
371 inspection is requested. Civil penalties accumulate ~~daily~~ until the property has been
372 inspected and a notice of compliance is issued. Reinspection fees shall be assessed if more
373 than one inspection is necessary. (Ord. 18-31, 9-11-2018)

374 ARTICLE B. EMERGENCY ABATEMENT OF PROPERTY

375 SECTION:

376 16-2B-1: Authority

377 16-2B-2: Procedures

16-2B-3: Notice Of Emergency Abatement

16-2B-1: AUTHORITY:

A. Whenever the Code Enforcement Supervisor ~~or Fire Marshall determines~~ determines in writing that an imminent life safety hazard exists that requires immediate correction or elimination, the Code Enforcement Supervisor may exercise the following powers without prior notice to the responsible person:

1. Order the immediate vacation of any tenants, and prohibit occupancy until all hazards are corrected or eliminated;
2. Post the premises as unsafe, substandard, or dangerous;
3. Board, fence, or secure the building or site;
4. Raze or grade that portion of the building or site to prevent further collapse, and remove any hazard to the general public;
5. Make any minimal emergency repairs as necessary to eliminate any imminent life safety hazard; or
6. Take any other action appropriate to eliminate the emergency.

B. Subject to State and Federal law, the Code Enforcement Supervisor ~~or Fire Marshall~~ has the authority, based on appropriate cause, to enter the property without a search warrant or court order to accomplish the above listed acts to abate the imminent life safety hazard.

C. The responsible person shall be liable for all costs associated with the abatement of the life safety hazard. Costs may be recovered pursuant to this title. (Ord. 18-31, 9-11-2018)

D. A copy of the written determination shall be submitted to the City Attorney's Office.

16-2B-2: PROCEDURES:

A. The Code Enforcement Supervisor ~~or Fire Marshall~~ shall pursue only the minimum level of correction or abatement as necessary to eliminate the immediacy of the hazard. Costs incurred by the City during the emergency abatement process shall be assessed and recovered against the responsible person through the procedures outlined in ~~the "remedies" section of~~ this title.

B. The Code Enforcement Supervisor ~~or Fire Marshall~~ may also pursue any other administrative or judicial remedy to abate any remaining violations. (Ord. 18-31, 9-11-2018)

16-2B-3: NOTICE OF EMERGENCY ABATEMENT:

After an emergency abatement, the City shall notify, in writing, the owner ~~and any or~~ responsible person of the abatement action taken. This abatement notice and invoice shall be served within ~~fourteen (14)~~ calendar days of completion of the abatement. Notice shall be served in accordance with 16-1B-1 of this Code. (Ord. 18-31, 9-11-2018)

ARTICLE C. DEMOLITIONS

SECTION:

425 16-2C-1: Authority
426 16-2C-2: Procedures
427
428 16-2C-1: AUTHORITY:
429 Whenever the Code Enforcement Supervisor, building official, fire inspector, or other
430 designated City representative determines that a property or building requires demolition,
431 any one of them may order the offending structure to be demolished or removed, ~~or~~
432 ~~exercise any or all of the powers listed in section 16-2B-1 of this chapter~~ once appropriate
433 notice has been given ~~to a responsible person~~ pursuant to the [Uniform Code for the](#)
434 [Abatement of Dangerous Buildings](#) ~~Abatement of Dangerous Buildings Code~~ ~~or the State~~
435 ~~Fire Codes~~ ~~as required under State law~~. The responsible person shall be liable for all costs
436 associated with the demolition. Costs may be recovered pursuant to this title. [The "Uniform](#)
437 [Code for the Abatement of Dangerous Buildings" \(hereinafter "UCADB"\), 1997 edition, is](#)
438 [hereby adopted for the purposes of this chapter, insofar as it does not conflict with city law.](#)
439 (Ord. 18-31, 9-11-2018)
440
441 16-2C-2: PROCEDURES:
442 Once the Code Enforcement Supervisor has determined that the [City-city](#) building official or
443 the fire inspector has complied with all of the notice requirements of the applicable laws,
444 the property will be abated pursuant to the abatement remedy. Other legal remedies may
445 also be pursued. (Ord. 18-31, 9-11-2018)
446
447 ARTICLE D. ADMINISTRATIVE CITATIONS
448 SECTION:
449 16-2D-1: Declaration Of Purpose
450 16-2D-2: Authority
451 16-2D-3: Procedures
452 16-2D-4: [Contents Of Administrative Citation](#) ~~Repealed~~
453 16-2D-5: [Civil Penalties Assessed](#) ~~Repealed~~
454
455 16-2D-1: DECLARATION OF PURPOSE:
456 In addition to criminal methods of enforcement, the [City-city Council-council](#) finds that
457 there is a need for an alternative method of enforcement for violations of this Code and
458 applicable State codes. The City Council further finds that an appropriate method of
459 enforcement is an administrative citation program.
460 ~~The procedures established in this article shall be in addition to criminal, civil, or any other~~
461 ~~legal remedy established by law that may be pursued to address violations of this Code or~~
462 ~~applicable State codes.~~ (Ord. 18-31, 9-11-2018)
463
464 16-2D-2: AUTHORITY:
465 A. Any person violating any provision of this [Code-code](#) or applicable State codes may be
466 issued an administrative citation by an enforcement official ~~as provided in this article.~~

Commented [KG1]: The ADBC requires property owner...

Commented [KG2]: he "Uniform Code for the Abatement of Dangerous Buildings" (hereinafter "UCADB"), 1997 edition, published by the International Conference of Building Officials, is hereby adopted might be some language

Commented [KG3]: looks like this is 15-5-202 may need reference

Commented [KG4]: this is redundant

467 B. A civil penalty shall be assessed by means of an administrative citation issued by the
468 enforcement ~~official, and~~ official and shall be payable directly to the City Treasurer's Office.

469 C. Penalties assessed by means of an administrative citation shall be collected in
470 accordance with the procedures specified in ~~the remedies section of~~ this title. (Ord. 18-31,
471 9-11-2018)

472
473 16-2D-3: PROCEDURES:

474 A. Upon discovering any violation of this ~~Code code~~ or applicable State codes an
475 enforcement official may issue an administrative citation to a responsible person. ~~The~~
476 ~~administrative citation shall be served on the responsible person in any manner set~~
477 ~~forth in section 16-1B-1 of this title.~~ The administrative citation shall be issued on a form
478 approved by the ~~Code Enforcement Supervisor~~ City Attorney's Office.

479 B. If the responsible person is a business, the enforcement official shall attempt to locate
480 the business owner and issue the administrative citation to the business owner. If the
481 enforcement official can only locate the manager of the business, the administrative
482 citation may be given to the manager of the business. A copy of the administrative citation
483 ~~may also~~ ~~shall~~ may be served on the business owner, ~~and~~ ~~or~~ the registered agent of the
484 business, ~~or any other responsible person~~ in the manner prescribed in section 16-1B-1 of
485 this title.

486 C. If the administrative citation is ~~being served and~~ issued personally ~~pursuant to~~
487 ~~subsection 16-1B-1A3 of this title,~~ the enforcement official shall attempt to obtain the
488 signature of that person on the administrative citation. If the responsible person refuses or
489 fails to sign the administrative citation, the failure or refusal to sign shall not affect the
490 validity of the citation and subsequent proceedings.

491 D. If the administrative citation cannot be served and issued personally, the
492 administrative citation may be issued and served in any manner described in subsection
493 16-1B-1 ~~A1 or A2~~ of this title.

494 E. The administrative citation shall ~~also~~ contain the signature of the enforcement official.

495 F. Compliance with the procedures in this section shall be deemed to provide the
496 responsible person being cited with actual or constructive notice of the administrative
497 citation for purposes of any proceedings taken under this article. (Ord. 18-31, 9-11-2018)

498
499 16-2D-4: CONTENTS OF ADMINISTRATIVE CITATION:

500 A. The administrative citation shall identify the date and location of the violations and
501 the approximate time the violations were observed.

502 B. The administrative citation shall identify the code sections violated and the titles of
503 those sections.

504 C. The administrative citation shall state the amount of penalty imposed for the
505 violations.

506 D. The administrative citation shall explain how the penalty shall be paid, the time
507 period by which the penalty shall be paid, and the consequences of failure to pay the
508 penalty.

509 E. The administrative citation shall identify the right ~~to and~~ ~~procedures to~~ request a
510 hearing ~~and the procedures to do so.~~

F. The citation shall contain the signature of the enforcement official and the signature of the responsible person, if he or she can be located, as outlined in section 16-2D-3 of this article title.

G. Failure to include all items listed in this section shall not affect the validity of the notice of violation citation. Any defect in the notice citation may be amended fifteen (15) calendar days prior to any administrative hearing. (Ord. 18-31, 9-11-2018)

16-2D-5: CIVIL PENALTIES ASSESSED:

~~A. The mayor is authorized to develop policies and procedures, consistent with this title, to assist in the assessment of civil penalties for administrative citations.~~

B. Civil penalties shall be assessed immediately for each violation listed on the administrative citation. The penalties shall be those established in the City uniform fee schedule. Consolidated Fee Schedule.

~~C.~~ Payment of the penalty shall not excuse the failure to correct the violations, nor shall it bar any further enforcement action authorized by State law or this title. (Ord. 18-31, 9-11-2018; amd. Ord. 21-04, 2-10-2021)

ARTICLE E. ADMINISTRATIVE ~~CODE ENFORCEMENT~~ HEARING PROCEDURES SECTION:

16-2E-1: Declaration Of Purpose

16-2E-2: Authority And Scope Of Hearings

16-2E-3: Request For Administrative ~~Code Enforcement~~ Hearing

16-2E-4: Default Hearings And Orders

16-2E-5: Notification Of Administrative ~~Code Enforcement~~ Hearing

16-2E-6: Disqualification Of Administrative Law Judge

16-2E-7: Powers Of The Administrative Law Judge

16-2E-8: Procedures At Administrative ~~Code Enforcement~~ Hearing

16-2E-9: Failure To Attend Administrative ~~Code Enforcement~~ Hearing

16-2E-10: Administrative Code Enforcement Order

16-2E-11: Failure To Comply With Order

16-2E-1: DECLARATION OF PURPOSE:

The City Council finds ~~that there is a need~~ it necessary to establish uniform procedures for administrative ~~code enforcement~~ hearings conducted pursuant to this Code in the City. It is the purpose and intent of the City-city Council council intends to afford due process of law to any person who is directly affected by an administrative ~~code enforcement~~ action. Due process of law includes notice, an opportunity to participate in the administrative hearing, and an explanation of the reasons justifying the administrative action. These procedures are also intended to establish a forum to efficiently, expeditiously, and fairly resolve issues raised in any administrative code enforcement action. (Ord. 18-31, 9-11-2018)

16-2E-2: AUTHORITY AND SCOPE OF HEARINGS:

Enforcement of City Code violations may be conducted through the Administrative Law Judge Program. The Administrative Law Judge is authorized to hear all matters concerning code violations. The Administrative Law Judge shall make findings and rulings based on evidence presented at a hearing and shall assess any necessary fines or sanctions. The mayor is authorized to develop policies and procedures, consistent with this title and State and Federal law, to regulate the hearing process for any violation of this Code and applicable State codes that are handled pursuant to the administrative abatement procedures, the emergency abatement procedures, the demolition procedures, or the administrative citation procedures. (Ord. 18-31, 9-11-2018; amd. Ord. 21-04, 2-10-2021)

16-2E-3: REQUEST FOR ADMINISTRATIVE ~~CODE ENFORCEMENT~~ HEARING:

A. Within ~~fourteen (14)~~ calendar days from the date of service of one of the following notices, a responsible person has the right to request an administrative ~~code enforcement~~ hearing to challenge the identified code violations:

1. Notice of violation;
2. Notice of itemized bill for costs; or
3. Administrative citation.

B. The request for hearing shall be made in writing and filed with the ~~Administrative Law Judge and the City's Director of Community Preservation.~~ City Recorder:

1. Using a form approved by the City Attorney's Office. or
2. In any written manner that reasonably complies with this section. This section shall be liberally construed.
3. The request shall contain the case number or citation number, the address of the violation, the mailing address of the responsible person filing the request, the residential address of the responsible person filing the request, a description of the reasons a hearing is being requested, and the signature of the responsible person filing the request.

C. Within ~~fourteen~~ seven (14) calendar days after receiving the written notice of the request for hearing, ~~The Administrative Law Judge shall set a hearing, to be held within sixty (6450) calendar days of the written hearing request, and the Administrative Law Judge shall serve the notice of administrative code enforcement hearing set forth in section 16-2E-5 of this article upon the City and responsible person.~~

D. Failure to request a hearing as provided shall constitute a waiver of the right to a hearing and a waiver of the right to challenge the action.

E. ~~The Administrative Law Judge shall set a hearing, to be held within sixty (60) calendar days of the written hearing request.~~ (Ord. 18-31, 9-11-2018)

16-2E-4: DEFAULT HEARINGS AND ORDERS:

A. A default hearing may be requested by the city in any case that has outstanding or unpaid civil penalties, fines, fees ~~and~~ or costs due to the ~~c~~City before collection, if a hearing on that case has not already been held.

~~B. —B.~~ At the default hearing, the responsible person shall have the opportunity to present evidence to show that good cause exists as to why the Administrative Law

Judge should not issue an order of default. The Administrative Law Judge lacks jurisdiction to hear or address any other matters at a default hearing and shall not accept any evidence not relevant to showing that good cause exists as to why the Administrative Law Judge should not issue an order of default. A case in default shall be considered a judgment on the merits unless otherwise specified by the Administrative Law Judge. (Ord. 18-31, 9-11-2018)

C. Notice of a default hearing must be served according to section 16-2E-5(D).

16-2E-5: NOTIFICATION OF ADMINISTRATIVE ~~CODE ENFORCEMENT~~ HEARING:

A. Written notice of the day, time, and place of the hearing shall be served on the responsible person and ~~City's Director of Community Preservation~~appropriate division by the Administrative Law Judge as soon as practicable prior to the date of the hearing, but in no event less than ~~14~~seven (7)~~ten (10)~~ calendar days ~~of when the Administrative Law Judge set the hearing prior to the hearing.~~

B. The format and contents of the hearing notice shall be in accordance with established rules and policies, ~~promulgated in advance by the Administrative Law Judge, which may include an explanation of the hearing process, the types of evidence that will be permitted, the length of the hearing, the issues to be addressed, and how witnesses will be examined.~~

C. The notice of hearing shall be served upon the city by personally serving notice on the ~~city~~City recorder~~Recorder~~, ~~pursuant to subsection 16-1B-1A of this title, by certified U.S. mail, postage prepaid.~~

D. —D. The notice of hearing shall be served personally on the responsible person, business owner, or registered agent pursuant to subsection 16-1B-1(A) of this title,

E. Written notice of a default hearing must be served by certified U.S. mail, ~~postage prepaid to the registered agent, to the last known address of the owner(s) as shown on the records of the County Assessor's office, to the registered vehicle owner, or to other responsible person(s) as appropriate, addressed to the responsible person at mailing address listed on the request for hearing as required by subsection 16-2E-3B of this article, or, if service cannot be effectuated personally or by mail, by publication pursuant to section 16-1B-1A of this title.~~ (Ord. 18-31, 9-11-2018; amd. Ord. 21-04, 2-10-2021)

16-2E-6: DISQUALIFICATION OF ADMINISTRATIVE LAW JUDGE:

The Administrative Law Judge is subject to disqualification may be disqualified for bias, prejudice, interest, or any other reason for which a Judge may be disqualified in a court of law. The mayor is authorized to promulgate, consistent with this title, rules and procedures for disqualification and replacement, as approved by the City Council. (Ord. 18-31, 9-11-2018; amd. Ord. 21-04, 2-10-2021)

16-2E-~~7~~6: POWERS OF THE ADMINISTRATIVE LAW JUDGE:

A. The Administrative Law Judge has the authority to hold hearings, determine if violations of City-city ordinances exist, order compliance with City-city ordinances, and enforce compliance as provided in this title on any matter subject to the provisions of this title.

Commented [PB5]: This is already addressed in 16-1C-2

B. The Administrative Law Judge may continue a hearing based on good cause shown by one of the parties to the hearing, in ~~a written letterwriting to the~~served on the Administrative Law Judge, ~~copied to the~~ the City, and -other party or parties, by regular U.S. mail.

1. The Administrative Law Judge must enter on the record the good cause on which a continuance is granted and;

2. ~~Sserve his the~~ findings and continuance on the City-city and responsible person pursuant to subsection 16-2E-5C or D of this article as applicable.

C. The Administrative Law Judge, at the request of any party to the hearing, may sign subpoenas for witnesses, documents, and other evidence where the attendance of the witness for the admission of evidence is deemed necessary to decide the issues at the hearing.

1. All costs related to the subpoena, including witness and mileage fees, shall be borne by the party requesting the subpoena.

2. The ~~Administrative Law Judge~~Mayor ~~shall~~may develop policies and procedures relating to the issuance of subpoenas in administrative code enforcement hearings, including the form of the subpoena and related costs.

D. The Administrative Law Judge has continuing jurisdiction over the subject matter of an administrative code enforcement hearing for the purposes of:

1. ~~g~~GGranting a continuance;

2. ~~O~~OOrdering compliance by issuing an administrative code enforcement order using any remedies available under the law;

3. ~~e~~Ensuring compliance of that order, which includes the right to authorize the City city to enter and abate a violation. ~~This does not include the ability to enter property to seize an animal on an animal control case except Animal Control issues that require the seizure of an animal;~~

4. ~~modifying~~Modifying an administrative code enforcement order; or, where extraordinary circumstances exist, granting a new hearing.

~~F. — E. The Administrative Law Judge has the authority to require a responsible person found liable by the Administrative Law Judge to post a code enforcement performance bond to ensure compliance with an administrative code enforcement order. The Administrative Law Judge does not have the authority to order a vicious animal destroyed. Destruction of Aanimals is done through criminal action or seeking an order from a court of competent jurisdiction.~~ (Ord. 18-31, 9-11-2018)

16-2E-87: PROCEDURES AT ADMINISTRATIVE ~~CODE ENFORCEMENT~~ HEARING:

~~A. — A.~~ Administrative ~~code enforcement~~ hearings are intended to be informal in nature. Formal rules of evidence and discovery do not apply; however, an informal exchange of discovery may be ~~required~~conducted. Any request for discovery must be in writing and served on the other party in a manner specified in either subsection 16-2E-5(C) or ~~(D) of this article~~ no ~~less more~~ than ~~twenty eight~~twenty eight (28)~~seven~~ calendar days ~~before the hearing date~~after the request for a hearing is filed. If notice of the hearing was given less than 28 calendar days prior to the hearing, the request for

discovery shall be served on the other party no less than 3 days after receiving notice of the hearing.

B. Responses to discovery are due no more than seven days after receipt of the request. The party receiving the discovery request shall have fourteen (14) calendar days to serve their responses in a manner specified in either subsection 16-2E-5C or D of this article. If the hearing is scheduled less than 14 calendar days after the request is received, the party receiving the discovery request shall server their responses at least two (2) days prior to the hearing.

C. Failure to request discovery in a timely manner shall not be a basis for a continuance.

D. Complainant information is protected and shall not be released unless the complainant is a witness at the hearing.

E. The procedure and format of the administrative hearing shall follow the standard procedures promulgated by the Administrative Law Judge established by the Mayor.

BF. The City-city bears the burden of proof at an administrative code enforcement hearing to establish the existence of the violation of this Codecode, asserted in the Notice of Violation, notice of itemized bill for costs, administrative citation, notice of demolition, or notice of emergency abatement.

-GG. The standard of proof to be used in all administrative hearings is by the Administrative Law Judge in deciding the issues at an administrative hearing is proof by a preponderance of the evidence.

-DH. Each party shall have the opportunity to cross-examine witnesses and present evidence in support of his or her casethe party'stheir case.

1. A written declaration signed under penalty of perjury may be accepted in lieu of a personal appearance.

2. Testimony may be given by via telephone or other electronic means.

3. If a party is not represented and has no witnesses, they may testify and present evidence accordingly.

EI. All hearings are open to the public. They Hearings shall be recorded by audio tape.

J. Hearings are shall be held at City Hall or other appropriate City facility. Zoom or electronic Hearings may be conducted online hearings are permitted when approved by the ALJAdministrative Law Judge. 2 However, Hhearings may be held in part at the location of the violation if, in the determination of the Administrative Law Judge, that will help in his the adjudication of the case.

-F.K. The responsible person has a right to be represented by an attorney. If an attorney will be representing the responsible person at the hearing, a Nnotice of Aappearance notice of the attorney's name, address, and telephone number must be given to the City-city at least one dayseven days prior to the hearing. If notice is not givenIf the Nnotice of Aappearance is not timely filed, the hearing may be continued at the City's-city's request, and all costs of the continuance assessed to the responsible person.

G. No new hearing shall be granted, unless the Administrative Law Judge determines that extraordinary circumstances exist which justify a new hearing. (Ord. 18-31, 9-11-2018)

16-2E-98: FAILURE TO ATTEND ADMINISTRATIVE CODE ENFORCEMENT HEARING:

726 A. Any party whose property or actions are the subject of any ~~administrative code~~
727 ~~enforcement~~ hearing and who fails to appear at the hearing is deemed to waive the
728 right to a hearing.

729 B. ~~When a party fails to appear, a default judgment Such waiver~~ shall be entered as a
730 judgment in favor of the ~~Citycity~~, by the Administrative Law Judge, ~~provided that proper~~
731 ~~notice of the hearing has been provided, as set forth in this title.~~ (Ord. 18-31, 9-11-2018)

732
733 C. Any motion to set aside a default judgement:

734 1. Shall be filed with the Administrative Law Judge no later than within 415 days
735 from the date of the administrative order; and:

736 2. Shall use the standards of Utah Rules of Civil Procedure 60(b). If a timely motion
737 to set aside the default judgment is received, and good cause is shown, the Administrative
738 Law Judge may grant the motion and reschedule a hearing. The Administrative Law Judge
739 may require the moving party to pay the costs incurred by the city.

740
741 16-2E-109: ADMINISTRATIVE ~~CODE ENFORCEMENT~~ ORDER:

742 A. ~~A.~~ Prior to the issuance of an administrative ~~code enforcement~~ order by the
743 Administrative Law Judge, the parties may enter into a stipulated agreement, which
744 must be signed by both parties.

745 1. This agreement, if approved by the Administrative Law Judge, shall be entered by
746 the Administrative Law Judge as the administrative ~~code enforcement~~ order.

747 2. Entry of this agreement shall constitute a waiver of the right to a hearing and the
748 right to appeal.

749 B. ~~B.~~ Once the presentation of evidence and testimony is concluded in the
750 administrative ~~code enforcement~~ hearing, the Administrative Law Judge shall issue an
751 administrative ~~code enforcement~~ order ~~that:~~

752 ~~Includes Findings of Fact and Conclusions of Law;~~

753 1. ~~that a~~ Affirms, modifies, or rejects the notice or citation; and states the legal and factual
754 basis for ~~his~~ the decision;

755 2. ~~The Administrative Law Judge~~ May ~~may~~ assess an amount of civil penalties and costs
756 that are due pursuant to the City-city Consolidated Fee Schedule ~~uniform fee schedule~~
757 and the procedures in this ~~title~~ title;

758 3. May condition the total or partial assessment of civil penalties on the responsible
759 person's ability to complete compliance by specified deadlines.

760 4. May revoke a kennel permit, an animal license, or the right to possess animals.

761 5. May revoke or suspend a business license;

762 6. May revoke or suspend an alcohol license;

763 7. May order the forfeiture of an animal along with an appropriate deadline for the
764 forfeiture;

765 8. The Administrative Law Judge ~~M~~ may ~~order the responsible person to post a~~
766 performance bond to ensure compliance with the order.

767 C. The Administrative Law Judge may order the City-city to enter the property and abate
768 all violations; ~~except for the seizure and removal of animals, which may include removing~~
769 ~~animals kept in violation of this Code.~~

770 ~~—D. The Administrative Law Judge may revoke a kennel permit, an animal license, or the~~
771 ~~right to possess animals as provided in this Code.~~

772 ~~—E. As part of the administrative code enforcement order, the Administrative Law Judge~~
773 ~~may condition the total or partial assessment of civil penalties on the responsible person's~~
774 ~~ability to complete compliance by specified deadlines.~~

775 ~~—FD.~~ The Administrative Law Judge may schedule ~~subsequent~~ review hearings as ~~may be~~
776 necessary or as requested ~~by a party to the hearing~~ to ensure compliance with the
777 administrative ~~code enforcement~~ order.

778 ~~—GE. The Administrative Law Judge may order the responsible person to post a~~
779 ~~performance bond to ensure compliance with the order.~~

780 ~~—HFE.~~ The administrative ~~code enforcement~~ order shall become final on the date of the
781 signing of the order.

782 ~~—IGE.~~ The administrative ~~code enforcement~~ order shall be served on all parties by any one
783 of the methods listed in subsection 16-2E-5(C) or (D) of this article within ~~fourteen (14)~~
784 calendar days of becoming final. (Ord. 18-31, 9-11-2018)

785
786 16-2E-104: FAILURE TO COMPLY WITH ORDER:

787 A. Upon the failure of the responsible person to comply with the terms and deadlines set
788 forth in the administrative ~~code enforcement~~ order, the City-city may use all appropriate
789 legal means to recover the civil penalties and administrative costs ~~to obtain compliance.~~

790 ~~B. B—~~ After the Administrative Law Judge issues an administrative issuance of the
791 ~~code enforcement~~ order, the Administrative Law Judge shall monitor the violations
792 and determine compliance. ~~If the Administrative Law Judge determines there has~~
793 ~~been a failure to comply, the Administrative Law Judge may:~~

- 794 1. ~~If the Administrative Law Judge determines there has been a failure to comply with~~
795 ~~the administrative code enforcement order, he may modify. Modify his the order;~~
796 2. ~~May or~~ issue new orders, including assessing fines and penalties, up to the
797 maximum allowed by law, or
798 3. ~~authorizing. Authorize~~ the City-city to abate the violation, ~~as he determines~~
799 ~~necessary to achieve compliance.~~ (Ord. 18-31, 9-11-2018)

800
801
802
803
804 ARTICLE F. ADMINISTRATIVE ENFORCEMENT APPEALS

805 SECTION:

806 ~~16-2F-1: Appeal Of Administrative Code Enforcement Hearing Decision~~

807
808 16-2F-1: APPEAL OF ADMINISTRATIVE ~~CODE ENFORCEMENT~~ HEARING DECISION:

A. Any person adversely affected by any decision made ~~under this Title in the exercise of the provisions of this title~~ may file a petition for review of the decision or order with the District Court within ~~thirty (30)~~ calendar days after the date the administrative ~~code enforcement~~ order becomes final, ~~as set forth in subsection 16-2E-10H of this chapter.~~

B. ~~All administrative remedies must be exhausted prior to seeking~~ No person may challenge ~~in a~~ District Court ~~an review of the~~ Administrative Law Judge's decision, ~~until that person has exhausted his or her administrative remedies.~~

C. ~~Within thirty (30) calendar days after submitting the petition, t~~The party petitioning for appeal shall request a copy of the record of the proceedings, including transcripts of hearings ~~within thirty (30) calendar days after submitting the petition, when necessary.~~ The Administrative Law Judge shall not submit copies of files or transcripts to the reviewing court until the party petitioning for appeal has paid all required costs.

—1. If a transcript of a hearing cannot be prepared because the ~~tape~~ recording is incomplete or unintelligible, the District Court may, in its discretion, remand the matter to the Administrative Law Judge for a supplemental proceeding to complete the record. The District Court may limit the scope of the supplemental proceeding to issues that, in the court's opinion, need to be clarified. The Administrative Law Judge will create the record as required by the District Court.

D. The District Court's review is limited to the record for the administrative code enforcement order that is being appealed. The court shall not accept nor consider any evidence that is not part of the record of that decision.

E. The courts shall:

1. Presume that the Administrative Law Judge's decision and orders are valid; and

2. Review the record only to determine whether the decision was arbitrary, capricious, or illegal; or review the record according to the appropriate standard established by State law. (Ord. 18-31, 9-11-2018)

CHAPTER 3

ADMINISTRATIVE AND JUDICIAL REMEDIES

ARTICLE A. RECORDATION OF NOTICES OF VIOLATIONS

SECTION:

16-3A-1: Declaration Of Purpose

16-3A-2: Authority

16-3A-3: Procedures For Recordation

16-3A-4: Service Of Notice Of Recordation

16-3A-5: Failure To Request

16-3A-6: Notice Of Compliance - Procedures

16-3A-7: Prohibition Against Issuance Of Municipal Permits

16-3A-8: Cancellation Of Recorded Notice Of Violation

16-3A-1: DECLARATION OF PURPOSE:

851 The City Council finds that there is a need for alternative methods of enforcement for
852 violations of this Code and applicable State codes that are found to exist on real property.
853 The City Council further finds that an appropriate method of enforcement for these types of
854 violations is the issuance and recordation of notices of violation.

855 The procedures established in this article shall be in addition to criminal, civil, or any other
856 remedy established by law that may be pursued to address the violation of this Code or
857 applicable State codes. (Ord. 18-31, 9-11-2018)

858

859 16-3A-2: AUTHORITY:

860 Whenever the Code Enforcement Supervisor determines that any real property or other
861 cited violation has not been brought into compliance as required in this title, the Code
862 Enforcement Supervisor ~~has the authority to~~ may record the notice of violation or
863 administrative code enforcement order with the Recorder's Office of Salt Lake County.
864 (Ord. 18-31, 9-11-2018)

865

866 16-3A-3: PROCEDURES FOR RECORDATION:

867 A. If an administrative hearing is held, and an order is issued in the City's favor, the Code
868 Enforcement Supervisor or enforcement official may record the administrative ~~code~~
869 ~~enforcement~~ order with the Recorder's Office of Salt Lake County.

870 B. The recordation shall include the name of the property owner, the parcel number, the
871 legal description of the parcel, and a copy of the notice of violation or administrative code
872 enforcement order. (Ord. 18-31, 9-11-2018)

873

874 16-3A-4: SERVICE OF NOTICE OF RECORDATION:

875 A notice of the recordation shall be served on the responsible person and the property
876 owner pursuant to any of the methods of service set forth in section 16-1B-1 of this title.
877 (Ord. 18-31, 9-11-2018)

878

879 16-3A-5: FAILURE TO REQUEST:

880 The failure of any person to file a request for an administrative code enforcement hearing
881 when served with a notice of violation shall constitute a waiver of the right to an
882 administrative hearing and shall not affect the validity of the recorded notice of violation.
883 (Ord. 18-31, 9-11-2018)

884

885 16-3A-6: NOTICE OF COMPLIANCE - PROCEDURES:

886 A. When the violations have been corrected, the responsible person or property owner
887 shall request an inspection ~~of the property~~ from ~~the Code Enforcement Supervisor~~ the
888 appropriate enforcement official.

889 B. Upon receipt of a request for inspection, the ~~Code Enforcement Supervisor or his~~
890 ~~designee~~ enforcement official shall reinspect the property as soon as practicable to
891 determine whether the violations listed in the notice of violation or the order have been
892 corrected, and whether all necessary permits have been issued and final inspections have

been performed. Any daily fees shall be suspended until ~~the Code Enforcement Supervisor or his designee can reinspect the property.~~the property is reinspected

C. The ~~Code Enforcement Supervisor~~appropriate enforcement official shall serve a notice of compliance to the responsible person or property owner in the manner provided in section 16-1B-1 of this title, if the ~~Code Enforcement Supervisor~~enforcement official determines that:

1. All violations listed in the recorded notice of violation or order have been corrected;
2. All necessary permits have been issued and finalized;
3. All civil penalties assessed ~~against the property~~ have been paid or satisfied; and
4. The party requesting the notice of compliance has paid all administrative fees and costs.

D. If the ~~Code Enforcement Supervisor~~ Enforcement Official denies a request to issue a notice of compliance, ~~upon request~~ the ~~Code Enforcement Supervisor~~enforcement official shall serve the responsible person with a written explanation setting forth the reasons for the denial. The written explanation shall be served by any of the methods of service listed in section 16-1B-1 of this title. (Ord. 18-31, 9-11-2018)

16-3A-7: PROHIBITION AGAINST ISSUANCE OF MUNICIPAL PERMITS:

The City may withhold business licenses; permits for kennels; or permits for any alteration, repair, or construction pertaining to any existing or new structures or signs on the property, or any permits pertaining to the use and development of the real property or the structure until a notice of compliance has been issued ~~by the Code Enforcement Supervisor.~~ The City may not withhold permits that are necessary to obtain a notice of compliance or that are necessary to correct serious health and safety violations. (Ord. 18-31, 9-11-2018)

16-3A-8: CANCELLATION OF RECORDED NOTICE OF VIOLATION:

The Code Enforcement Supervisor or responsible person shall record the notice of compliance with the Recorder's Office of Salt Lake County. Recordation of the notice of compliance shall have the effect of canceling the recorded notice of violation. (Ord. 18-31, 9-11-2018)

ARTICLE B. ADMINISTRATIVE CIVIL PENALTIES

SECTION:

16-3B-1: Authority

~~16-3B-2: Procedures For Assessing Civil Penalties~~

~~16-3B-32: Determination Of Civil Penalties~~

~~16-3B-43: Modification Of Civil Penalties~~

~~16-3B-54: Failure To Pay Penalties~~

16-3B-1: AUTHORITY:

A. Any person violating any provision of this Code or applicable State codes may be subject to the assessment of civil penalties for each violation.

935 B. Each and every day a violation of any provision of this ~~Code-code~~ or applicable State
936 codes exists is a separate violation subject to the assessment of civil penalties, up to the
937 maximum allowed by law. ~~No additional notice is required for these separate violations.~~

938 C. Civil penalties cannot be assessed when a criminal case has been filed for the same
939 date and violation, because fines will be assessed with the criminal case.

940 D. Interest may be assessed per ~~City-city~~ policy on all outstanding civil penalties balances
941 until the case has been paid in full.

942 E. Civil penalties for violations of any provision of this ~~Code-code~~ or applicable State
943 codes may be assessed pursuant to the ~~City-city Consolidated Fee Schedule with a~~
944 ~~maximum fine of \$750 per violation.~~ ~~uniform fee schedule.~~ (Ord. 18-31, 9-11-2018)

945
946 **16-3B-2: PROCEDURES FOR ASSESSING CIVIL PENALTIES:**

947 ~~—A. If a responsible person fails to bring a violation into compliance within fourteen (14)~~
948 ~~calendar days of service of the notice of violation, civil penalties shall be owed to the City~~
949 ~~for each and every subsequent day of violation. No additional notice is required for these~~
950 ~~subsequent days of violation, unless an appeal has been filed.~~

951 ~~—B. Civil penalties are assessed and owing immediately for any violation of this Code or~~
952 ~~applicable State codes for an administrative citation. (Ord. 18-31, 9-11-2018)~~

953
954 **16-3B-32: DETERMINATION OF CIVIL PENALTIES:**

955 A. Civil penalties shall be assessed per day pursuant to the ~~City-city Consolidated Fee~~
956 ~~Schedule uniform fee schedule~~ for a notice of violation unless brought into compliance by
957 the due date.

958 B. Civil penalties shall continue to accrue until the violation(s) has/have been brought
959 into compliance with this ~~Code-code~~ or applicable State codes, or until the total amount of
960 civil penalties has reached the maximum allowed by law per violation. (Ord. 18-31, 9-11-
961 2018)

962
963 **16-3B-43: MODIFICATION OF CIVIL PENALTIES:**

964 A. ~~Upon completion of the notice of violation or administrative enforcement order, The~~
965 ~~the~~ Administrative Law Judge may modify the civil penalties on a finding of good cause.

966 B. Civil penalties may be waived or modified by the Administrative Law Judge if there is
967 a finding of good cause based on the responsible person's claim of legal nonconforming use
968 or approved conditional use and:

- 969 1. The ~~City's-city's~~ need to verify the claim; or
970 2. The responsible person's filing of an application for either use before expiration of
971 the date to correct.

972 C. The parties may negotiate a modification of civil penalties in a written stipulation or
973 agreement to gain expeditious compliance with this ~~Codecode~~, the administrative ~~code~~
974 ~~enforcement~~ order, or if otherwise the interest of resolving the matter. (Ord. 18-31, 9-11-
975 2018)

976
977 **16-3B-54: FAILURE TO PAY PENALTIES:**

The failure of any person to pay civil penalties assessed within the specified time may result in the ~~Code Enforcement Supervisor's~~ City pursuing any legal remedy to collect the civil penalties as provided in all laws, rules, and regulations. (Ord. 18-31, 9-11-2018)

ARTICLE C. ABATEMENT OF VIOLATIONS OF PROPERTY
SECTION:

16-3C-1: Authority To Abate

16-3C-2: Procedures For Abatement

16-3C-1: AUTHORITY TO ABATE:

Subject to State and Federal law, the Code Enforcement Supervisor is authorized to enter upon any property or premises to abate the violation of this Code-code and applicable State codes. The Code Enforcement Supervisor is authorized to assess all costs for the abatement to the responsible person and use any remedy available under the law to collect the costs. If additional abatements are necessary within two ~~(2)~~ years, treble costs may be assessed against the responsible person(s) for the actual abatement. (Ord. 18-31, 9-11-2018)

16-3C-2: PROCEDURES FOR ABATEMENT:

A. Once the procedures set forth in this title have been completed, the violation may be abated by City-city personnel or by a private contractor acting under the direction of the Citycity.

B. City personnel or a private contractor may enter upon private property in a reasonable manner to abate the ordinance violation ~~as specified in the notice of violation or as directed in the~~ administrative ~~code enforcement~~ order.

C. If the responsible person abates the violation before the City performs the actual abatement but after the deadline for bringing the property into compliance with this Code code set forth in a notice of violation or administrative ~~code enforcement~~ order, the Code code Enforcement Supervisor may still assess applicable costs incurred by the City-city against the responsible person.

D. When the abatement is completed, a notice of costs describing the work performed and an itemized bill of the total abatement costs shall be prepared by the Code Enforcement Supervisor. The notice shall contain the names and addresses of the responsible persons of each parcel, and the tax parcel number.

E. The Code Enforcement Supervisor shall serve the notice of costs and the itemized bill of costs on the responsible person(s) ~~including property owner~~ in any manner authorized by ~~subsection 16-1B-1A of this title~~ within ~~fourteen (14)~~ calendar days. The notice shall demand full payment within ~~twenty (20)~~ calendar days of the date of the notice to the City Treasurer.

F. The notice of costs and itemized bill shall inform the responsible person of their right to request a hearing (for the limited purpose of disputing the costs for the abatement) and how to do so. (Ord. 18-31, 9-11-2018)

1021 ARTICLE D. COSTS
1022 SECTION:
1023 16-3D-1: Declaration Of Purpose
1024 16-3D-2: Authority
1025 16-3D-3: Notification Of Assessment Of Reinspection Fees
1026 16-3D-4: Failure To Timely Pay Costs
1027
1028 16-3D-1: DECLARATION OF PURPOSE:
1029 A. The ~~City-city Council council~~ finds that there is a need to recover costs incurred by
1030 enforcement officials and other ~~City-city~~ personnel who spend considerable time ~~inspecting~~
1031 ~~and reinspecting properties~~ ~~enforcing code~~ throughout the ~~City-city~~ in an effort to ensure
1032 compliance with this ~~Code-code~~ or applicable State codes.
1033 B. The ~~City-city Council council~~ further finds that the assessment of costs is an
1034 appropriate method to recover expenses incurred for actual costs of abating violations,
1035 reinspection fees, ~~mailing costs~~, filing fees, attorney fees, Administrative Law Judge fees,
1036 title search, and any additional actual costs incurred by the ~~City-city~~ for each individual
1037 case. The assessment and collection of costs shall not preclude the imposition of any
1038 administrative or judicial civil penalties or fines for violations of this Code or applicable
1039 State codes. (Ord. 18-31, 9-11-2018)
1040
1041 16-3D-2: AUTHORITY:
1042 A. Whenever actual costs are incurred by the ~~City-city on a property~~ to obtain
1043 compliance with provisions of this ~~Code-code~~ and applicable State codes, the ~~Code~~
1044 ~~appropriate Enforcement Official or~~ Enforcement Supervisor may assess costs against the
1045 responsible person.
1046 B. Once a notice of violation has been issued, the ~~property-violation~~ will be reinspected
1047 one time. Any additional inspections shall be subject to reinspection fees pursuant to the
1048 City ~~Consolidated Fee Schedule~~ ~~uniform fee schedule~~. (Ord. 18-31, 9-11-2018)
1049
1050 16-3D-3: NOTIFICATION OF ASSESSMENT OF REINSPECTION FEES:
1051 A. Notification of reinspection fees shall be provided on the notice of violation served to
1052 the responsible person(s).
1053 B. Reinspection fees assessed or collected pursuant to this article shall not be included in
1054 any other costs assessed.
1055 C. The failure of any responsible person to receive notice of the reinspection fees shall
1056 not affect the validity of any fees imposed under this article. (Ord. 18-31, 9-11-2018)
1057
1058 16-3D-4: FAILURE TO TIMELY PAY COSTS:
1059 The failure of any person to pay assessed costs by the deadline specified in the invoice shall
1060 result in accrued interest ~~{and a possible late fee s}~~, ~~if allowed by and~~ pursuant to ~~City-city~~
1061 policy and the City ~~fee schedule~~ ~~Consolidated Fee Schedule~~. (Ord. 18-31, 9-11-2018)
1062
1063 ARTICLE E. INJUNCTIONS

1064 SECTION:
1065 16-3E-1: Civil Violations - Injunctions
1066
1067 16-3E-1: CIVIL VIOLATIONS - INJUNCTIONS:
1068 In addition to any other remedy provided under this [Code code](#) or State codes, including
1069 criminal prosecution or administrative remedies, ~~any provision of this Code may be~~
1070 ~~enforced by injunction issued in the Third District Court upon a suit brought by the City.~~
1071 ~~the City may enforce any provision of this code by seeking judicial orders, including~~
1072 ~~injunctions in Third District Court.~~ (Ord. 18-31, 9-11-2018)
1073
1074 ARTICLE F. PERFORMANCE BONDS
1075 SECTION:
1076 16-3F-1: Performance Bond Required
1077
1078 16-3F-1: PERFORMANCE BOND REQUIRED:
1079 A. As part of any notice, order, or action, the Administrative Law Judge ~~has the authority~~
1080 ~~to~~may require responsible persons to post a performance bond to ensure compliance with
1081 this Code, applicable State codes, or any judicial action. The bond shall be posted in the
1082 manner determined by the Administrative Law Judge.
1083 B. If the responsible person fails to comply with the notice, order, or action, the bond will
1084 be forfeited to the [City city](#). The bond will not be used to offset the other outstanding costs
1085 and fees associated with the case.
1086 C. Forfeiture of performance bonds shall not be considered part of any punishment or
1087 fine regarding the underlying violation. (Ord. 18-31, 9-11-2018)
1088
1089 CHAPTER 4
1090 RECOVERY OF CODE ENFORCEMENT PENALTIES AND COSTS
1091
1092 ARTICLE A. CODE ENFORCEMENT TAX LIENS
1093 SECTION:
1094 16-4A-1: Declaration Of Purpose
1095 16-4A-2: Procedures For Tax Liens Without A Judgment
1096 16-4A-3: Procedures For Tax Liens With A Judgment
1097 16-4A-4: Cancellation Of Code Enforcement Tax Lien
1098
1099 16-4A-1: DECLARATION OF PURPOSE:
1100 The ~~City city Council council~~ finds that recordation of code enforcement tax liens will assist
1101 in the collection of civil penalties, administrative costs, and administrative fees assessed by
1102 the administrative code enforcement hearing program or judicial orders. The ~~City city~~
1103 ~~Council council~~ further finds that collection of civil penalties, costs, and fees assessed for
1104 code enforcement violations is important in deterring future violations and maintaining the
1105 integrity of the ~~City's city's~~ code enforcement system. The procedures established in this

1106 article shall be used to complement existing administrative or judicial remedies that may
1107 be pursued to address violations of this [Code-code](#) or applicable State codes. (Ord. 18-31, 9-
1108 11-2018)

1109

1110 16-4A-2: PROCEDURES FOR TAX LIENS WITHOUT A JUDGMENT:

1111 A. Once the [City-city](#) has abated a property for weeds, garbage, refuse, or unsightly or
1112 deleterious objects or structures, the Code Enforcement Supervisor may prepare three ~~(3)~~
1113 copies of the Itemized Statement of Costs incurred in the removal and destruction of the
1114 violations and deliver them to the City Treasurer within ~~ten-(10)~~ calendar days after
1115 completion of the work of removing the violations.

1116 B. The Code Enforcement Supervisor shall send, by registered mail to the property
1117 owner's last known address, a copy of the Itemized Statement of Costs informing him or
1118 her that a code enforcement tax lien is being recorded for the amount of actual costs of
1119 abatement. Payment shall be due within ~~twenty-(20)~~ calendar days from the date of
1120 mailing.

1121 C. Unless otherwise provided for by law, after sending the Itemized Statement of Costs,
1122 the Code Enforcement Supervisor may record a code enforcement tax lien against the
1123 property with the County Treasurer's Office.

1124 D. Unless otherwise provided for by law, the failure of any person with a financial
1125 interest in the property to actually receive the notice of the lien shall not affect the validity
1126 of the lien or any proceedings taken to collect the outstanding costs of abatement. (Ord. 18-
1127 31, 9-11-2018)

1128

1129 16-4A-3: PROCEDURES FOR TAX LIENS WITH A JUDGMENT:

1130 Unless otherwise provided for by law, once a judgment has been obtained from the
1131 appropriate court or judicial forum assessing costs against the responsible person(s), the
1132 Code Enforcement Supervisor may record a code enforcement tax lien against any real
1133 property owned by the responsible person(s). (Ord. 18-31, 9-11-2018)

1134

1135 16-4A-4: CANCELLATION OF CODE ENFORCEMENT TAX LIEN:

1136 Once payment in full is received for the outstanding civil penalties and costs, or the amount
1137 is deemed satisfied pursuant to a subsequent administrative or judicial order, the Code
1138 Enforcement Supervisor shall either record a notice of satisfaction and release of judgment,
1139 or provide the property owner or financial institution with the notice of satisfaction and
1140 release of judgment so that it can record this notice with the County Assessor's Office, as
1141 set forth by law. The notice of satisfaction and release of judgment shall include the same
1142 information as provided for in the original code enforcement tax lien. Such notice of
1143 satisfaction and release of judgment shall cancel the code enforcement tax lien. (Ord. 18-31,
1144 9-11-2018)

1145

1146 ARTICLE B. WRIT OF EXECUTION

1147 SECTION:

1148 16-4B-1: Recovery Of Costs By Writ Of Execution

1149
1150 16-4B-1: RECOVERY OF COSTS BY WRIT OF EXECUTION:
1151 After obtaining a judgment, the Code Enforcement Supervisor may collect the obligation by
1152 use of all appropriate legal means. This may include the execution on personal property
1153 owned by the responsible person by filing a writ with the applicable court. (Ord. 18-31, 9-
1154 11-2018)
1155
1156 ARTICLE C. WRIT OF GARNISHMENT
1157 SECTION:
1158 16-4C-1: Recovery Of Costs By Writ Of Garnishment
1159
1160 16-4C-1: RECOVERY OF COSTS BY WRIT OF GARNISHMENT:
1161 After obtaining a judgment, the Code Enforcement Supervisor may collect the obligation by
1162 use of all appropriate legal means. This may include the garnishment of paychecks,
1163 financial accounts, and other income or financial assets by filing a writ with the applicable
1164 court. (Ord. 18-31, 9-11-2018)



MINUTES OF THE CITY OF WEST JORDAN
COMMITTEE OF THE WHOLE
Wednesday, March 20, 2024 – 6:00 PM
Approved April 10, 2024
8000 S Redwood Road, 3rd Floor
West Jordan, UT 84088

WORK SESSION 6:00 pm

1. CALL TO ORDER

- COUNCIL:** Chair Zach Jacob, Vice Chair Chad Lamb, Council Member Bob Bedore, Council Member Kelvin Green, Council Member Kent Shelton, Council Member Kayleen Whitelock
- STAFF:** Assistant City Attorney Chase Ames, Council Office Director Alan Anderson, Senior Assistant City Attorney Patrick Boice, Mayor Dirk Burton, Public Works Director Brian Clegg, Assistant City Administrator Jamie Davidson, Public Works Operations Manager Jason Duffin, Policy Analyst & Public Liaison Warren Hallmark, Code Enforcement Officer Brock Hudson, Assistant Planner Megan Jensen, Senior Planner Tayler Jensen, Judge Ronald Kunz, Community Development Director Scott Langford, City Administrator Korban Lee, Fire Chief Derek Maxfield, Council Office Clerk Cindy Quick, Deputy Police Chief Jeremy Robertson, Police Chief Ken Wallentine

Chair Jacob called the meeting to order at 6:00 pm and noted that Council Member Bloom was absent.

2. DISCUSSION TOPICS

a. **Discussion of policy related to West Jordan City Code Title 7 Motor Vehicles & Traffic regarding reclassifying parking violations from a criminal offense to a civil violation**

Council Member Green proposed removing the criminal aspect of parking violations to prioritize civil processes over involving police officers. He pointed out discrepancies between the city ordinance, which hadn't been updated since 2001, and changes in the State code from 2016. He and Council Member Whitelock reviewed the code together.

He sought Council Member approval to update the current ordinance to align with state code, suggesting requiring parking within 12 inches of the curb instead of 18 inches, which mirrored state code provisions.

Discussion regarding specific provisions such as bus zones, whether or not to prohibit parking for more than 72 hours, and how to administer the issuing of tickets, with Council Member Green highlighting proposed changes. Mayor Burton questioned the necessity of including certain details in city code if they were already addressed in state code. Council Members discussed various proposed amendments, including parking restrictions during snow removal months and regulations on parking RVs and trailers on public streets.

Concerns were raised about the potential impact on enforcement and staffing requirements. Council Members debated the effectiveness of transitioning parking violations to civil matters and potential implications for residents.

Council Members expressed mixed opinions on various provisions, with some advocating for further consideration and clarification before making a decision. The discussion concluded with plans to revisit the proposal after additional review and assessment of potential impacts.

Council Member Whitelock asked to move Item 2d forward for discussion. With no objection Chair Jacob moved Item 2d forward.

d. Discussion regarding possible amendments to West Jordan City Code Section 8-5-2 regarding the costs of sidewalk, curb, and gutter maintenance, repair, and replacement in the city.

Public Works Director Brian Clegg explained that the proposed amendment aimed to shift sidewalk repair fees from residents to the city in an effort to expedite repairs. Currently, residents are often unwilling to cover repair costs, resulting in delays. He highlighted cases where tree roots caused sidewalk damage and outlined the process for addressing such issues, including trimming roots and, if necessary, removing trees with resident permission. Mr. Clegg emphasized the need for efficient repairs to address safety hazards and mentioned funding from B & C road funds for this purpose.

Council Member Whitelock inquired about potential abuse of the system, to which Mr. Clegg clarified that residents would still be responsible for damage caused by heavy objects on sidewalks. He assured that funding was allocated for repairs without additional budgetary demands for now, however they may need a small increase over time.

Mr. Clegg also mentioned plans to offer reimbursement to residents hiring contractors for repairs, up to a certain amount. The Council expressed support for the amendment, with Council Member Green suggesting collaboration with Chase for further input. Additionally, Mr. Clegg pointed out that the city also offered residents a tree waiver to replace removed trees in their yards.

b. Discussion of proposed Title 13 amendments, specifically 13-2-3: Definitions.

Assistant Planner Megan Jensen highlighted the lack of defined regulations for the storage of commercial vehicles in the City Code, which has posed enforcement challenges. Civil Prosecutor Paul Dodd elaborated on a previous case that the city lost due to ambiguous definitions, emphasizing the need for clarity in the code to facilitate enforcement efforts. He expressed concern with lack of consensus in previous attempts to address the issue.

Council Member Green raised concerns that the proposed definition might make various activities illegal, citing examples of residents with work vehicles or trailers that could be

Senior Assistant City Attorney Patrick Boyce explained the State controlled alcohol licensing, and the City issued permits. Mr. Boyce recommended simplifying Title 17 to be more user friendly with clearer authority for the Licensing Department. He said the proposed amendments reduced Title 17 from around 33 pages to 8 pages and asked the Council for direction.

Council Member Green expressed support for the simplified Title 17 and shared the opinion that Title 17 needed to refer to Title 16 regarding license revocation. Mr. Boyce agreed that reference to Title 16 needed to be added.

Council Member Whitelock suggested changing language in 17-2-4E to clarify temporary closure versus permanent closure. The Council discussed extending the closure timelines from the current 10-day regulation to a 30-60 day period. Staff would investigate related State provisions. Council Member Whitelock suggested clarifying acceptable identification for alcohol permits to align with state definitions. Council Member Bloom noted that State regulations did not recognize foreign forms of identification for purchase of alcohol. A majority of the Council appeared to support bringing proposed amendments to a future Council meeting with changes discussed that evening.

f. Discussion of proposed amendments to Title 7 – Parking

Senior Assistant City Attorney Patrick Boyce presented proposed amendments to Title 7 regarding parking and explained proposed changes to the fee schedule. He said many of the proposed amendments would bring Title 7 into compliance with State Code. Council Member Green expressed support for the proposed amendments.

Mr. Boyce spoke of enforcement highlighting the need for additional personnel and time to implement the program. The Council discussed proposed amendments and advocated for public education. Council Member Whitelock noted necessary grammatical edits and planned to coordinate with staff after the meeting.

3. ADMINISTRATIVE ITEMS

None

4. ADJOURN

At 9:57 pm, Council Member Green moved to adjourn the meeting. Chair Jacob seconded the motion, which passed by unanimous vote (7-0).

I certify that the foregoing minutes represent an accurate summary of what occurred at the meeting held on September 18, 2024. This document constitutes the official minutes for the West Jordan Committee of the Whole meeting.

Cindy M. Quick, MMC
Council Office Clerk

Approved this 9th day of October 2024



REQUEST FOR COUNCIL ACTION

Action: Request feedback from Council

Meeting Date Requested : 10/16/2024

Presenter: Greg Davenport

Deadline of item : 11/30/2024

Applicant: West Jordan Public Utility Department

Department Sponsor: Public Utilities

Agenda Type: DISCUSSION TOPICS

Presentation Time: 10 Minutes

(Council may elect to provide more or less time)

1. AGENDA SUBJECT

Presentation of 2024 West Jordan Water Conservation Plan

2. EXECUTIVE SUMMARY

This is a state mandated update to the current West Jordan Water Conservation Plan. City staff is hoping to get feedback from the council that it might include in the final report.

3. TIME SENSITIVITY / URGENCY

The City must adopt a new Water Conservation Report in 2024 to meet State Law.

4. FISCAL NOTE

Programs included in this report are currently funded through department resources or through water fees paid to Jordan Valley Water Conservancy District.

5. PLANNING COMMISSION RECOMMENDATION

This has not been brought before the Planning Commission.

6. STAFF ANALYSIS

This report is a draft version of what the City could adopt as its water conservation plan. This report shows that we are under the goals set by the state for our area. We propose continuing our current efforts to reduce the gallons per capita day our residents require. We also propose adding additional measures to our plan including leak reduction methods.

7. MOTION RECOMMENDED

No motion required.

8. MAYOR RECOMMENDATION

No recommendation.

9. PACKET ATTACHMENT(S)

- 2019 West Jordan Conservation Plan (*Current, adopted plan - expiring 2024*)
- Draft Conservation Report September 2024 (*proposed update - must be submitted to state before end of 2024*)

10. OTHER INFORMATION

West Jordan Committee of the Whole Meeting

Council Staff Review



Item Name: 2024 West Jordan Water Conservation Plan
Department: Public Utilities
Action Needed: Discussion Item; Input requested from Council

ITEM SUMMARY

The Council is being asked to provide input on the proposed West Jordan Conservation Plan. As mandated by state law, the City of West Jordan must adopt an updated Water Conservation Report in 2024, and feedback provided by council to Admin staff would consequently be incorporated into and included with the report.

POSSIBLE COUNCIL DIRECTION

Council may choose to:

1. Move the item forward to a future Council Meeting for consideration and possible final action;
2. Continue the item for to a future Committee of the Whole meeting;
3. As applicable, refer the item to the Planning Commission, a Council Subcommittee, or an Ad Hoc Committee;
4. Table the item indefinitely;
5. Make requests of Council Staff, Administrative Staff, or the Mayor for information by way of four agreeing Council Members.

BACKGROUND & TIMELINE

The final draft would be proposed for action, as a resolution, to Council in a future Council Meeting (prior to December 31, 2024).

The previous plan, submitted in 2019, [can be found online here](#) but is also included within the PrimeGov packet.

COUNCIL OFFICE ANALYSIS

The [Water Conservation Act](#) requires each water conservancy district and public water system with over 500 connections to submit an updated water conservation plan every five years. As found within the report itself, West Jordan has 28,670 residential, 1,408 commercial, 556 institutional, and 104 industrial connections, respectively.

Per Utah's Department of Natural Resources, a water conservation plan "outlines existing and proposed water conservation measures that will be taken by the water provider and end culinary water user to help conserve water and limit or reduce per capita consumption." Water conservancy districts and retail water providers who do not submit a timely plan will not be eligible for state funding.

As reported in the RCA, West Jordan is not meeting the general water conservancy goals established by the State for the area. Consequently, specific measures of implementation are addressed on page 16 within the plan, and are summarized accordingly:

1. **Water Conservation Committee:** The city will have a sustainability committee that will evaluate progress in water conservation efforts and provide guidance to the City Council. They will discuss water conservation efforts annually and report to the City Council with suggestions for improvements.
2. **Water Conservation Plan:** The city will post the adopted water conservation plan on its website when adopted and review the number of visitors looking at the site and downloading the plan each year.
3. **Public Educational Outreach:** The city will continue to promote water conservation through public education programs and provide water conservation information in the online semiannual water quality report. They will also provide links to Jordan Valley's website for education and training programs.
4. **Promote Rebates:** The city will provide links to rebates, incentives, and rewards offered by Jordan Valley Water Conservancy (West Jordan Water wholesaler) and review the number of incentives given to West Jordan residents each year.
5. **Water Bill Comparison:** The city will provide a section on each customer's bill that compares current usage to the customer's previous 13 months of usage with a reminder to conserve water.
6. **Water Efficient Landscaping Ordinance:** The city encourages residents to install water-efficient landscaping through thoughtful landscape ordinances and will monitor the permits issued adhering to landscape code annually.
7. **Drought Management Plan:** The city will continue to monitor and improve its adopted drought management plan and coordinate with the City Council yearly in response to Jordan Valley drought levels.

Staff has also outlined an evaluation process, which is found on page 19 of the plan, and summarized below:

1. The City of West Jordan Council and staff conduct an annual assessment of conservation goal progress.

2. The evaluation process includes determining annual water use and Gallons Per Capita Day (GPCD) by collecting data on supply, demand, and population.
3. Conservation needs are assessed by identifying water savings gaps using projections and setting participation levels for conservation programs to address the gaps.
4. Water use and participation analytics are prepared and analyzed, focusing on different sectors like residential, Commercial, Industrial, indoor, outdoor, and land area usage.
5. Prioritization and planning for the next year involve allocating budgets based on water use statistics, targeting specific users and areas, and tracking progress throughout the year based on program participation levels.

Potential discussion questions:

- A. What cities, if any, are meeting the goals of the state, and what are those cities doing that West Jordan isn't (if anything)?
- B. Compared to other cities, to what extent do West Jordan residents take advantage of rebates and incentives (smart watering technology, flip your strip, etc.)?
- C. What steps are being taken to ensure there are adequate water supplies for future needs and developments?

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This Council Staff Review (CSR) has been created to complement the existing Request for Council Action (RCA) form submitted for the respective item.

While appropriate details may be repeated or referenced within a CSR, please refer to the RCA for department staff analysis and reporting, Planning Commission and/or Mayoral recommendations, fiscal impact, and other helpful information, as appropriate.



2019 WATER CONSERVATION PLAN UPDATE

City of West Jordan
7960 South 4000 West
West Jordan, Utah 84088

CITY OF WEST JORDAN

2019 WATER CONSERVATION PLAN UPDATE

Prepared by:

Tim T. Heyrend, M.S., P.E.

Utilities Manager

City of West Jordan

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Introduction

The City of West Jordan is located in the center of the Salt Lake Valley and is currently experiencing phenomenal, and rapid growth. In 2000 West Jordan had a population of 78,788, and in 2018 the United States Census Bureau estimated the population at 115,522, a 46% increase. Providing a high-quality drinking water supply to meet the needs of our residents is the highest of priorities for city leaders and water planners. A portion of the forecasted water supply comes from water conservation in the form of a reduction in per capita water use of 25% from the year 2000 to 2025. If this goal is met, the City will have reduced consumption from 227 gallons per capita per day (gpcd) to 170 gpcd. The Utah State Legislature reemphasized its commitment to water conservation by implementing the water conservation plan act. This legislation requires water systems to update and submit a water conservation plan to the Utah Division of Water Resources every 5 years.

The purpose of the 2019 City of West Jordan (City) Water Conservation Plan (Plan) update is to provide a guidance document of conservation goals or Best Management Practices (BMPs) for the city to use for the next five years. The Plan includes data and graphs to support conservation goal implementation by presenting reductions in per capita residential water use.

Water System Profile

Service Area

There are just over 32 square miles within the City boundaries of West Jordan. The City's drinking water system serves the area within the City boundaries except for a 1.2 square mile area in the north part of the City that is served by Kearns Improvement District (KID) (Figure 1).

Types of Use

The City's drinking water system currently delivers annually about 13,810 ac-ft to 27,017 residential customers and 7,684 ac-ft to 1,233 commercial, 635 institutional, and 122 industrial customers throughout the City, see Table 1. The majority of the City's water (88%) comes from Jordan Valley Water Conservancy District (JVWCD) and is distributed throughout the City via multiple City-owned pump stations, storage reservoirs, and transmission pipelines.

The drinking water system supplies both indoor and outdoor water uses to most of these customers. Secondary water use from canals is limited to less than 7% of the total water in the City. Residential and commercial users are located throughout the City, while Industrial users are in the southwest area.

Table 1. Water System Use (acre-feet) by Connection Type

Year	Residential	Commercial	Institutional	Industrial
2015	12039	4919	1406	1411
2016	11959	6723	741	
2017	11886	5769		
2018	13810	1960	4159	971

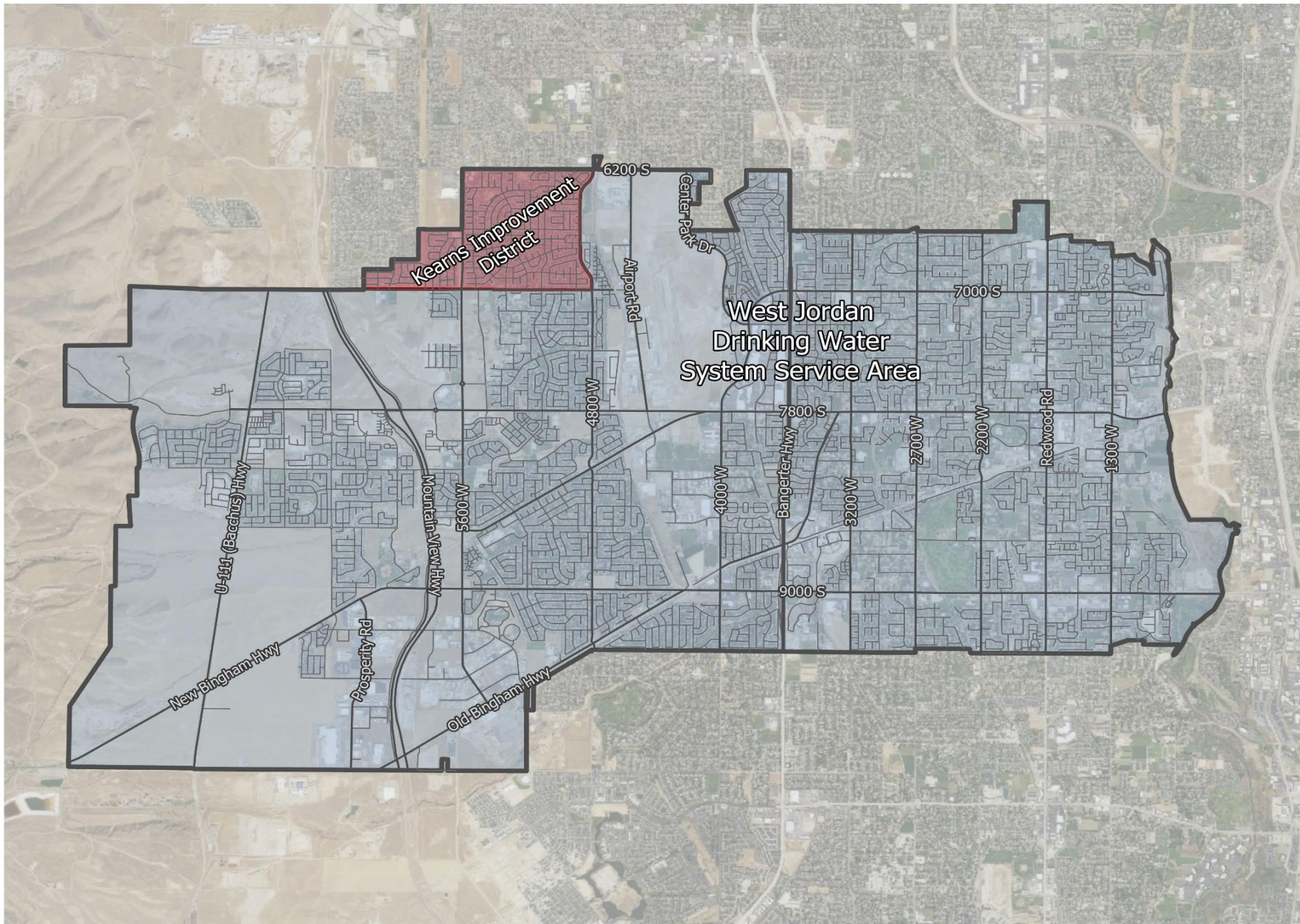


Figure 1: West Jordan Drinking Water System Service Area

Population

In 2017, the City of West Jordan had an estimated population of 113,905 residents according to the U.S. Census Bureau. Census and State of Utah estimates indicate a net increase of 10,193 residents between 2010 and 2017. Growth rate projections estimated the city's 2018 population at 115,522 residents. The Governor's Office of Management & Budget projected that the city would reach 118,872 residents by 2020 and 135,254 by 2030. Figure 2 displays population projections through 2060. Table 2 provides total historical, current, and future population and those served by West Jordan's water system, excluding about 12,000 residents served by KID.

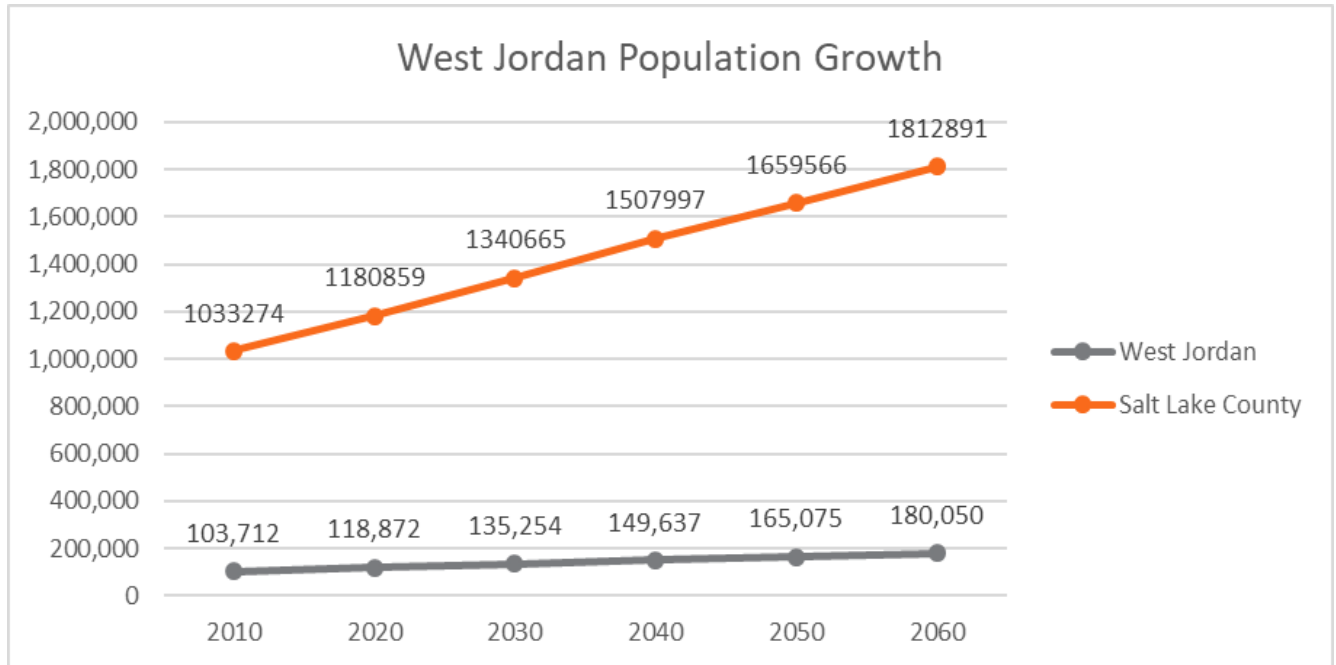


Figure 2 West Jordan Population Growth

Source: Governor's Office of Planning & Budget, 2012 Baseline Projections, U.S. Census Bureau

Table 2. Population Past, Current, and Future

Year	Total Population	Population Served Water by West Jordan System
2000	78,036	68,336
2005	95,620	85,418
2010	106,511	94,500
2015	112,171	100,171
2018	115,522	102,500
2020	118,871	106,871
2025	127,063	115,063
2030	135,254	123,254
2040	149,637	137,637
2050	165,075	153,075
2060	180,050	168,050

WATER USE

Annual Drinking Water Use

The City owns and maintains four wells and recently completed drilling of an additional well to be placed into service by spring 2021. The City annually samples and monitors the water quality from the City's wells. The City has conducted a source water assessment and has implemented a groundwater protection program for each well source, including a groundwater protection ordinance. The program has identified protection zones around each well and catalogued every potential contamination source within those zones. A risk assessment was conducted to evaluate the current safeguards to prevent or reduce pollution from entering drinking water sources. The water produced from City wells is mixed and blended with other water sources as it enters the water distribution system.

Annual Secondary Water Use

Secondary irrigation water in the City is supplied from five canals to a small portion of the City. This includes city parks, housing developments, a golf course, two public schools and several homes and businesses on the eastern portion of the City. Secondary water usage represents less than 7% of the total water used in the City; however, secondary water sources are expected to be distributed and used more in the future, see Table 3. A breakdown of type of use and indoor and outdoor applications is shown in Table 4. Figure 3 presents the yearly gallons per capital per day usage.

Table 3. Current and Past Per Capita Water Use by Source (acre-feet) 2000 to 2018

Year	JVWCD Supply	City Wells	Secondary Supply	Totals	Population Served*	Per Capita Use (gpcd)
2000	13,715	3,652		17,367	68,336	227
2005	15040	1980	150	17170	85,418	179
2010	16520	2924	1300	20744	94,500	196
2015	18983	1723	374	21081	100,171	186
2018	21173	1888	544	23605	102,500	206

*Does not include ~12,000 people in Oquirrh Shadows serviced by Kearns Improvement District

The Current 2018 gallons per capita per day (gpcd) = 206 gallons and includes residential, commercial, industrial, and institutional water use.

Future Water Use

Based on the City's population projections shown in Table 2, the population served by the City's water system is estimated to be approximately 115,063 by the year 2025. The City has adopted the State of Utah water conservation goal to reduce per capita water use by 25% by the year 2025 using year 2000 per capita water use as the benchmark. The City's per capita water use in 2000 was about 227 gpcd (gallons per capita per day). Therefore, the goal is to reduce water use to 170 gpcd by 2025. Per capita or per person water use is calculated by dividing the total water used in the City in gallons by the total water service population.

Table 4. 2018 Average GPCD Water Use by Type and Indoor vs. Outdoor

2018 Connections	Indoor (Winter Use)	Potable (Outdoor)	Non-Potable (Secondary)	Total
27,017 Residential	63	57	NA	120
1,233 Commercial	11	6	NA	17
635 Institutional	7	29	2	38
122 Industrial	7	1.7	NA	8
Total	88	94	2	184

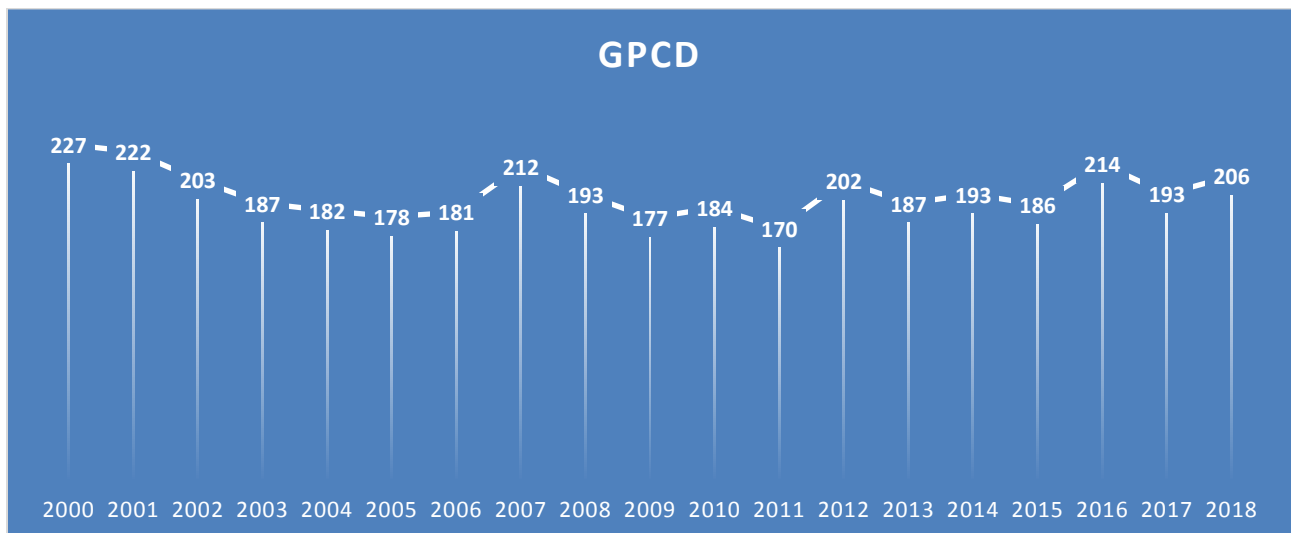


Figure 3. Average Gallons per Capita per Day (GPCD) by Year.

Current water use (2018) in the City has risen since the City reached the water conservation goal of 170 gpcd in 2011 and now averages 206 gpcd, see Figure 3. Precipitation in 2018 was 10.50 inches, a very low precipitation year. The 2011 water year produced 23.64 inches of rain when compared to 13.45 inches in 2016, the highest year of water use at 214 gpcd. High Industrial water use in the City can skew the total gallons per capita water rate higher. It is anticipated that more accurate population data will be available after the 2020 U.S. Census count, leading to better defined GPCD rates.

Table 5 presents projected water use with the current gallons per capita rate of 206 and compares this to the goal of 170 gallons per capita by 2025. At the current water use rate the

water demand is projected to be 26,498 acre-feet per year in 2025. With efficient water use the demand could be as low as 21,912 acre-feet per year. This represents a reduction of 4,586 ac-ft in the year 2025 with a maximum water purchasing cost savings of \$2,823,917 per year of water not purchased at \$615.79 per acre-foot (current west-side wholesale water contract cost).

Table 5. Projected Water Use at 206 GPCD and 170 GPCD Conservation Goal

Year	Population Served by City Water	Projected Water Use at Current 206 gpcd (acre-feet/yr)	Efficient Water Use at 170 gpcd (acre-feet/yr)	Water Savings (acre-feet/yr)	Cost Savings
2020	106,871	24612	21717	2895	\$1,782,449
2025	115,063	26498	21912	4586	\$2,823,917
2030	123,254	28384	23472	4912	\$3,024,957
2035	130,446	30041	24842	5199	\$3,201,454
2040	137,637	31697	26211	5486	\$3,377,951
2045	145,356	33474	27681	5793	\$3,567,395
2050	153,075	35252	29151	6101	\$3,756,838

Gpcd = gallons per capita per day

RELIABLE WATER SUPPLY

The City water supply is well established with multiple drinking water and secondary water sources. The City contracts with JWCD for treated drinking water delivery, and owns and uses underground water rights for wells, canal shares for surface irrigation, and spring rights for City ponds and the Cemetery. Some of these rights have early priority dates and the City maintains an adequate future allotment of rights for the future needs of the residents. Due to sulfate contamination of the underground aquifer on the west side of the City from mining activities on the Oquirrh Mountain bench, well production rates are voluntarily reduced to allow time for remediation wells to recover and treat the sulfate plume. Thus, the City currently relies heavily on JWCD water to make up for the loss of water that could be pumped from City Wells. These underground water rights will be fully utilized in the future. Table 5 presents the supply sources and quantities that the City owns. Figure 4 compares projected water needs with and without conservation measures to the reliable water supply through 2050.

Table 5: Reliable Source Supply

Source	Acre-Feet per Year
JWCD (Contract)	19,800 (Expandable)
Wells (Water Rights)	18,000
Canal Shares	1,167
Springs	43
Total	39,010

From: West Jordan Water Resources Report 2005 and Water Rights Update 2016

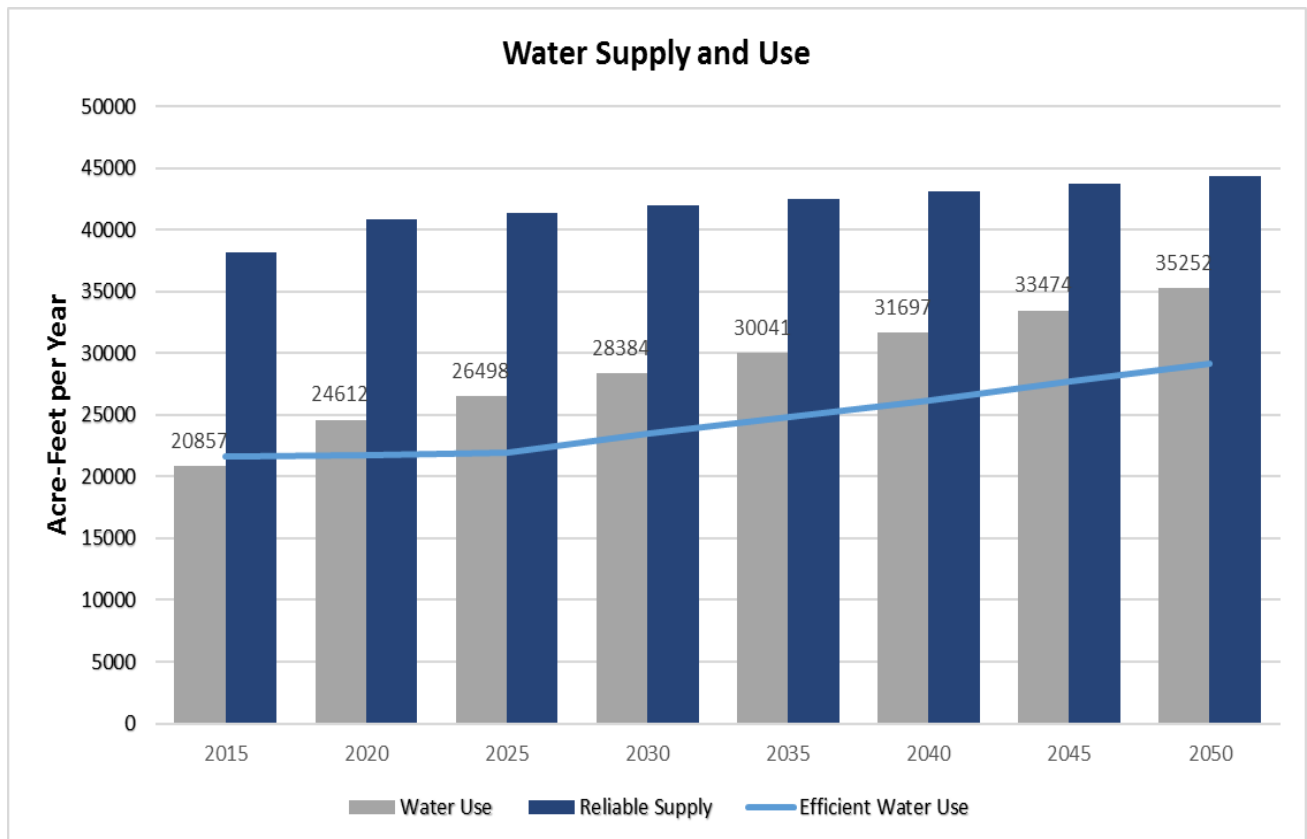


Figure 4. Water Supply and Use

WATER LOSS CONTROL

The City utilizes a radio read metering system that provides fixed interval meter readings for all water connections in the City. Separate commercial, institutional and industrial landscape meters are required on all new development. Meters are read monthly and observed for anomalously high data, whereupon the customer is notified and City personnel assist in determining the reason. The Commercial meters are replaced regularly based on usage in gallons. Construction water use is metered and accounted for with every construction project. City facilities such as parks and buildings are metered. Currently, the City does not calibrate any meters, but instead replaces older meters. 2018 Revenue losses for unaccounted water amounted to \$1.7 Million based on \$2.19 per 1,000 gallons. Water losses are tracked annually and are presented in Table 6.

Table 6: Water Produced vs. Metered, Percent Loss

Year	Produced (ac-ft)	Metered (ac-ft)	Difference (acre-feet)	% Difference	Lost Revenue
2008	20,026	19,463	563	(2.8)	\$401,764.51
2009	18,544	17,465	1,079	(5.8)	\$769,989.17
2010	19,444	18,177	1,267	(6.5)	\$904,148.55
2011	18,293	17,149	1,144	(6.3)	\$816,374.06
2012	21,900	21,436	464	(2.1)	\$331,116.75
2013	20,550	20,321	229	(1.1)	\$163,417.54
2014	20,769	19,919	850	(4.1)	\$606,571.64
2015	21,229	19,285	1,944	(9.1)	\$1,387,265.01
2016	22,409	20,155	2,254	(10.1)	\$1,608,485.26
2017	21,839	18,386	3,453	(15.8)*	\$2,464,108.07
2018	23,816	21,426	2,390	(7.1)	\$1,705,536.72

*City switched financial software resulting in incorrect data transfers and meter totals for this year. Compare metered totals from 2016 and 2018 to 2017.

Lost Revenue based on \$2.19/1,000 gallons

CITY WATER RATES

City water rates are used to cover the cost to operate and maintain 505 miles of pipe and deliver 7.2 billion gallons of water annually. Water rates fund the personnel and equipment necessary to deliver safe and reliable water to the residents and businesses. Periodic rate adjustments are necessary to cover inflation and rising wholesale water costs.

Residential customers pay a base rate and an additional tiered rate based on the volume of water consumed. Commercial rates are based on meter size with an additional tiered rate based on the water consumed. The tiered rate encourages water conservation, which is one of the City's best management practices. The current water rates for the City's drinking water system are summarized in Table 7.

Table 7: Water Rates by Usage Rate Tiers

Residential Monthly Water Rate in addition to a \$35.35 Fixed Charge		Commercial Monthly Tiered Rate in addition to a Fixed Charge based on Meter Size	
Rate per thousand Gallons	Volume (Gallons)	Rate per thousand Gallons	Volume (Gallons)
\$2.19	0-7,000	\$1.91	0-200
\$2.53	7,001-20,000	\$2.20	201-5,000
\$2.90	Over 20,000	\$2.52	>5,000

WATER CONSERVATION GOALS

The Citywide conservation goals address the following circumstances:

- Water use in the summer months is almost four times the water use in the winter months. As a result, the promotion of more efficient outdoor water usage provides the greatest potential for water conservation.
- Water use during dry years is significantly higher than in normal water years. Promotion of more drought tolerant landscaping also provides an opportunity for water conservation.
- The City would like to encourage a water conservation culture throughout the water system.
- Potential for further indoor and outdoor conservation still exists.

The following water conservation goals have been identified by the City to aid in the overall goal of 25% reduction in per capita water use by 2025:

- The City will continue to implement the water conservation measures currently in effect.
- The City's water rate structure has been reviewed annually and adjusted based on cost of operations. The City will consider future rate adjustments to encourage wise water use.
- The City will promote a water conservation culture by continued public education and promoting JWCDC Water Savers Programs.

Water Conservation Measures

The City is already implementing, and will continue to implement, the following water conservation measures.

A portion of City staff responsibilities include periodic review of water conservation efforts, implementation of conservation efforts and reporting to City administration the progress towards reaching the City's water conservation goals.

New City water projects use rock scape land cover with low water use trees and shrubs instead of turf grass.

The City has a commercial landscape ordinance that requires all new non-residential developments to install water efficient landscapes as codified in Title 13, Chapter 13, Section 13 of the municipal code.

- Requires metering and monitoring of irrigation systems.

- Establishes a baseline landscape water consumption allowance for each month of the year through the required use of a water allowance worksheet that promotes conservation.
- Provides for monthly monitoring of irrigation use compared to the baseline water consumption allowance.
- Provides for a City water audit for habitual exceedance of the baseline water consumption allowance.

Irrigation of public landscaped areas is monitored by the City to promote conservation.

- Six of the City's parks and public landscaped areas use secondary water from canals for irrigation instead of the use of drinking water for irrigation. These parks include Brown's Meadow Park, Constitution Park, Veteran's Memorial Park, Plum Creek Park, the Soccer Complex, and the Cemetery.
- All City park irrigation systems are metered to monitor water use.
- The City is funding and implementing a SCADA controlled irrigation system for parks to allow for more efficient watering.
- The City drinking water system staff provides water usage reports to the parks department staff to allow for continued monitoring of water use for efficiency.

The City has an active public education program that promotes water conservation to residential and commercial water users.

1. Water conservation information is provided annually to customers within the West Jordan City Water Quality Report.
 - a) Informs customers of water conservation goals.
 - b) Promotes indoor and outdoor conservation strategies.
 - c) Refers customers to conservewater.utah.gov for real-time watering recommendations.
2. The City maintains a Water Conservation page on their website.
 - a) Provides a lawn watering guide that promotes conservation.
 - b) Discusses need for conservation and City conservation efforts.
 - c) Provides links to water conservation resources including Jordan Valley Water Conservancy District (www.jvwcd.org), the Slow the Flow program (www.slowtheflow.org), and the Governor's Water Conservation Team (conservewater.utah.gov).
3. The City provides a section on each customer's water bill that compares current usage to the customer's previous 13 months of usage along with a reminder to conserve water.

The City has adopted the International Plumbing Code (IPC) which requires installation of water-saving fixtures in new construction (Municipal Code: 10-1-5). Maximum flow rates as defined by IPC 604.4 are as follows:

- Shower head: 2.5 gpm at 80 psi
- Sink faucet: 2.2 gpm at 60 psi
- Toilet: 1.6 gal per flush

The City has adopted an inclining block water rate structure that encourages conservation through increased rates for high water use (see Table 7).

- Rates have been updated regularly since the year 2000.
- An annual review of water rates is performed based on cost of operations with consideration for conservation.

Existing City code provides for drought management of water use (Municipal code: 9-6).

The City has organized a Sustainability Committee (previously called the Water Conservation Committee) with citizen representatives that holds meetings to provide guidance on City water conservation efforts.

Proposed Additional Conservation Measures

The following conservation measures are proposed by the City for potential future implementation.

New Conservation Measures:

The City proposes to perform periodic review of commercial and residential landscape ordinances to ensure balance between aesthetics and water wise landscape and irrigation standards.

Past West Jordan City Conservation Measures for Future Consideration:

The City has distributed conservation information packets advertising water conservation programs to customers either in individual mailings or as bill inserts.

The City acquired a grant from Jordan Valley Water Conservancy District to study and implement a project that targeted high water users and sent custom reports of their water consumption compared to the “average similar customer” and the “efficient similar customer.” Similar customers are determined by similar lot size, meter size, etc.

In 2019 (27) residents participated in the Toilet Rebate Program through JWWCD for a total of \$3,449.30. The City has implemented an ultra-low-flush toilet (ULFT) rebate program. Between 2006 and 2009, the City provided more than 500 rebates for ULFTs.

In 2019 (26) residents participated in the Flip Your Strip Program through JWWCD for a total of \$12,841.24. The City has implemented a water-wise plant rebate program which offered \$50 rebates for plants on the waterwiseplant.utah.gov plant list if the plants are placed such that it is watered separately from turf grass. Between 2006 and 2009, the City provided more than 80 rebates for water-wise plants.

In 2019 City residents (14) received funding for LocalScapes from JWWCD for a total of \$1,517.34. The City has presented annual Water-Wise Landscape Awards to 2 residential and 2 commercial customers.

The City has conducted a 4th Grade Water Conservation Education Program. The program assisted 4th grade teachers in teaching principles of water conservation and distributed conservation packets that included low-flow shower heads and faucet aerators. Between 2006 and 2009, over 2,000 packets were distributed.

Other Potential Conservation Measures for Future Consideration:

The Utah Division of Water Resources published the Conservation Best Management Practices (BMPs). This template recommends 38 BMPs for water conservation in Utah.

Table 8. Cost of Water Conservation Program

Fiscal Year	City Funds	JVWCD Grants	Total Expenditures
2009-2010	1,350	0	1,350
2010-2011	348	0	348
2011-2012	3,375	0	3,375
2012-2013	0	0	0
2013-2014	0	0	0
2014-2015	6,600	50,000	56,000
2015-2016	0	0	0
2016-2017	0	0	0
2017-2018	0	0	0

Table 9. Water Conservation Implementation Plan Table

Best Management Practices	Plan of Implementation
Encourage JVWCD Water Savers Rebates	These programs are “Flip Your Strip”, “Localscapes Rewards”, “Toilet Rebate Program”, and “Smart Controller Program”
Water Bill Comparison	Continue to provide 13 month usage comparison on customer water bills with a reminder to conserve water.
Landscape Consultations	Refer Residents to JVWCD for a Free Landscape Consultation
Irrigation of Public Landscaped Areas	Promote conservation for public irrigated areas: Use secondary water at facilities where secondary water is available. Continue to meter water use at all parks and provide water usage reports to the parks department to monitor efficient water use. Implement SCADA controlled irrigation systems for parks to allow for more efficient watering.
Public Education Program	Promote water conservation to residential and commercial water users: Provide water conservation information in the annual Water Quality Report. Maintain and promote the City’s water conservation webpage.
Conservation Water Rates	City has adopted an inclining block water rate structure that encourages conservation that has been updated regularly. Consider water conservation during annual review of water rates.
Drought Management Ordinance	Municipal Code (9-6): Provides for management of water use during drought conditions.
Sustainability Committee	Regular meetings with citizen representatives to provide guidance on City water conservation efforts.

Appendix

West Jordan Conservation Ordinance City Code

13-13-1: PURPOSE AND SCOPE:

A. Purpose: The purpose of this chapter is to prescribe landscaping requirements that establish minimum standards and incentives to:

1. Improve the community's image and identity;
2. Enhance property values and buffer noncomplementary land uses;
3. Conserve water by improving irrigation efficiency and selecting water conserving plants;
4. Encourage innovation in design;
5. Improve long term landscape health and maintenance;
6. Improve ability of landscaped areas to accept stormwater to increase groundwater available to plants and decrease demands on stormwater systems;
7. Encourage a healthy urban forest and a diversity of plants suited to local conditions;
8. Improve community sustainability, including energy conservation, air quality and water quality; and
9. Improve the safety, comfort and aesthetics of public spaces by mitigating noise, glare and heat.

13-13-3: FEES AND SUBMITTALS:

- e. Designation of "landscape zones", as defined in section [13-2-3](#) of this title, grouping plants with similar water needs;
- b. Water conserving landscape worksheet: Outline the percentage of landscaped area coverage from water conserving shrubs, perennials and ground cover species expected after plant maturity, not including tree canopies.
- c. Landscape water allowance worksheet: Submit to the city and property owner annual and monthly landscape water allowances based on the worksheet calculations. Water use for the sixty (60) day plant establishment period is exempt (see city of West Jordan landscape guidelines handbook for annual water allowance calculation).
- d. Irrigation audit worksheet: The results of the irrigation audit shall be submitted on this worksheet. (2001 Code § 89-6-703; amd. 2009 Code; Ord. 11-01, 3-23-2011)

13-13-6: MATERIALS AND STANDARDS:

A. Irrigation Systems: When landscaping is required, a permanent irrigation system shall be installed to help ensure survival of plants, unless the landscape plans specifically indicate that the plants will not require artificial irrigation for establishment or to remain healthy. All irrigation systems and components shall be selected and designed for the most efficient use of water. Microspray, bubblers, deep root watering systems and drip irrigation are suggested. Irrigation shall be

designed and installed with suitable emitters or spray heads to avoid overspray beyond the area requiring irrigation.

- C. Trees: Not less than seventy five percent (75%) of trees specified on the landscape plan shall be water conserving species selected from the city of West Jordan recommended plant list. Street trees in parking strips and parking lots shall be selected from the city of West Jordan street tree list. The recommended plant list and street tree list are contained in the landscape guidelines handbook which is available at the city's development department office or can be viewed on the city's development department webpage. At planting, all deciduous trees shall have a minimum trunk size of one and one-half inches (1.5") in caliper at four feet (4') above grade and all evergreen trees shall have a minimum height of five feet (5'). Vegetation, organic mulch or gravel shall be used around the base of trees and the trees shall be staked.
- D. Shrubs, Herbaceous Perennial And Ground Cover Plants: Not less than seventy five percent (75%) of shrubs, herbaceous perennial and ground cover plants specified on the landscape plan shall be water conserving species, selected from the city of West Jordan recommended plant list. All shrubs shall be two (2) gallon minimum and have a minimum height or spread of eighteen inches (18") depending on the plant's natural growth habit. All perennials shall be one gallon minimum. Ground cover crowns, plugs or containers shall be in a number and spacing sufficient by species to provide forty percent (40%) surface coverage at maturity.
- E. Turf Grasses: Turf grasses shall comprise not more than twenty five percent (25%) of the total landscaped area. Use of water conserving grasses, selected from the city of West Jordan recommended plant list is encouraged. This list is contained in the landscape guidelines handbook which is available at the city's development department office or can be viewed on the city's development department webpage. Permeable artificial turf may be substituted for turf grass.
- G. Mulch: Bark, shredded plant material, compost, and gravel between one-fourth inch (0.25") and three inches (3") in diameter may be used as mulch for plants. Mulch shall be a minimum three inches (3") in depth and placed to prevent it from migrating out of the landscape area onto adjacent roads or walkways.

13-13-8: PARK STRIP LANDSCAPING:

4. Plants:

- a. Not less than seventy five percent (75%) of shrubs, herbaceous perennial and ground cover plants used in the park strips shall be water conserving species, selected from the City of West Jordan recommended plant list. This list is in the Landscape Guidelines Handbook which is available on the City's Development Department webpage or at the City's Development Office. Plants shall meet the size and growth standards outlined in section [13-13-6](#) of this chapter.

- b. Up to twenty five percent (25%) of the plant coverage in the park strip may be turf grass. Turf is not permitted in park strips with a slope greater than thirty percent (30%). Permeable artificial turf may be substituted for turf grass.
 - c. Plants shall be of sufficient number and spacing to provide forty percent (40%) surface coverage at maturity, not including tree canopies. For properties with two (2) or more street frontages, the adjacent park strip on each street frontage is calculated separately.
5. Mulch: Mulch shall meet the requirements of section [13-13-6](#) of this chapter.
6. Hardscape, Ornamental Gravel, Rocks And Boulders: Gravel, rocks and boulders may be used as a landscape material on up to sixty percent (60%) of the park strip area. Mulch shall be sized and placed to prevent it from migrating out of the landscape area onto adjacent roads or walkways.

Pavers, pavement and other hardscape are permitted in park strips subject to the following limitations:

- a. Pavers: Ornamental concrete, brick or natural stone pavers, may be used in up to sixty percent (60%) of a park strip's area.
- a. Adjacent To Residential Developments: Unless part of a previously approved master plan, development plan or streetscape plan, single-family and two-family residential developments adjacent to arterial streets shall contain a minimum ten foot (10') landscaped area, with plants arranged and approved by the City's Parks Department and the City's Urban Forester. The required ten foot (10') landscaped area shall be installed by the developer following provisions contained in this chapter from the back of sidewalk to the adjacent property line. Xeric plants should be used extensively and may be used exclusively and shall be used as much as possible. The required street wall shall be installed beyond the landscaped area adjacent to the property line. The required ten foot (10') landscaped area adjacent to single-family and two-family residential shall be dedicated to the City.
- b. Adjacent To Commercial, Office, Industrial, Institutional And Multi-Family Developments: Unless part of a previously approved master plan, development plan or streetscape plan, commercial, office, industrial, institutional and multi-family developments adjacent to arterial streets shall contain a minimum ten foot (10') landscaped area. The required ten foot (10') landscaped area shall be installed between the back of sidewalk to the adjacent development line (parking area, building area, etc.) along the entire area adjacent to the arterial street. Decorative or retaining walls no greater than two feet (2') in height may be installed in this area. Decorative boulders may be installed in this area. The required ten foot (10') landscaped area adjacent to commercial, office, industrial and multi-family developments shall be installed and maintained by the commercial, office, industrial, institutional and multi-family development. This area may be counted as part of the development's overall landscaping percentage requirement. The landscaped area shall comply with the provisions governing landscaping in this chapter. Xeric plants should be used extensively and may be used exclusively and shall be used as much as possible.

13-13-13: WATER CONSERVATION:

- A. Intent: The city intends to meter, monitor, and require adjustments to irrigation systems to improve awareness of water consumption, promote careful landscape design and maintenance, and encourage water conservation.

- B. Applicability: Applies to all properties that are required to build and maintain a separate water meter for landscape use.
- C. Establish Usage Baseline Landscape Water Allowance: The baseline landscape water consumption allowance shall be established for each month of the year using the water allowance worksheet in the city of West Jordan landscape guidelines handbook (available at the city's development department office or on the city's development department webpage).
- D. Monitoring: Water consumption records may be monitored monthly by the city. Businesses may receive an annual usage report by mail, with a comparison of their monthly landscape water allowance monthly allowance against actual water consumption data. Each month that a customer's water consumption exceeds one hundred thirty percent (130%) of the monthly landscape water allowance, the city may notify the property owner by mail.
- E. Irrigation System Adjustments: After the first month in which a landscape exceeds one hundred thirty percent (130%) of its monthly landscape water allowance, a free irrigation audit and timing clock adjustment is provided by the city upon owner's request. After the third month in which a landscape exceeds one hundred thirty percent (130%) of its monthly landscape water allowance, an irrigation audit and timing clock adjustment may be required by the city to determine if the water allowance should be adjusted and locate any leaks, maladjusted sprinkler heads, design flaws, or scheduling changes that should be made in order to meet the monthly allowance. (Ord. 11-01, 3-23-2011)

CITY OF WEST JORDAN

2024 WATER CONSERVATION PLAN

APRIL 24

BY: GREG DAVENPORT



Background

Water is one of Utah’s most precious resources.

In 1998 the Utah state legislature passed the “Water Conservation Plan Act” which requires culinary water providers with 500 or more connections to submit water conservation plan updates to the Utah Division of Water every five years. The City of West Jordan completed its first water conservation plan in 1999. Updates have been submitted in 2004, 2009, 2014, and 2019.

This 2024 Water Conservation Plan Update satisfies the requirements of this Act.

A copy of this plan is available on the website of the City of West Jordan as a resource for every customer’s conservation efforts.

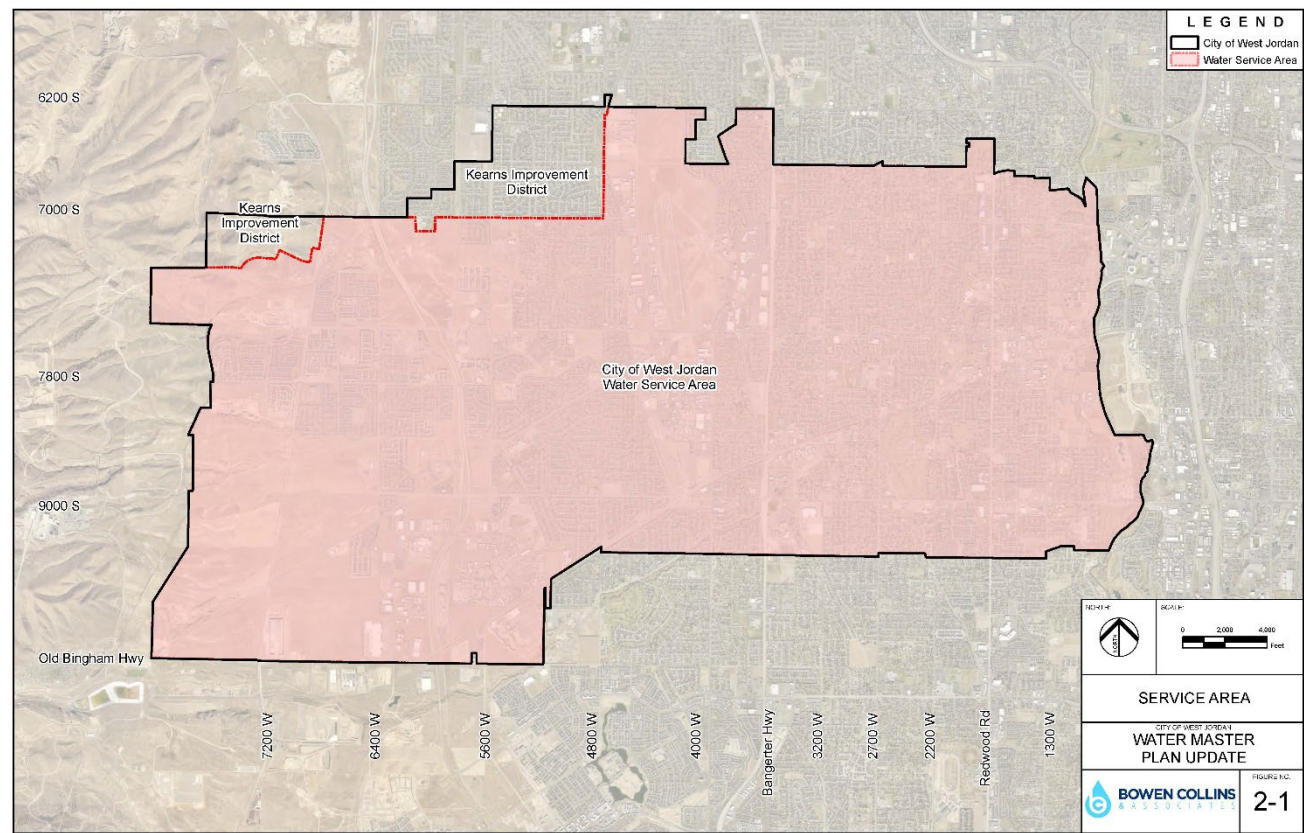
This plan was adopted by the West Jordan City Council on _____ 2024.

Resolution No. 24-XX

(Copy of Resolution will placed here.)

System Profile

The City of West Jordan is in the center of the Salt Lake Valley. According to the US census bureau, the City has a total area of over 32 square miles, with a small portion (1.7 square miles) served by Kearns Improvement District. The City of West Jordan’s water utility service area is shown below.



The City of West Jordan is one of the largest municipalities in the State of Utah and is still growing. Kem C. Gardner Institute estimates that the city currently has over 120,000 residents and provides safe drinking water to over 107,000 customers. The City currently provides water in 6 pressure zones and provides an average of 17.5 million gallons of water every day to consumers. Providing high quality drinking water is a high priority for our leaders and planners.

Water Connections

The City currently provides water to residential, commercial, industrial, and institutional customers. Commercial and industrial demand is mostly consumed inside facilities and is consistent year-round. Residential and institutional demand see a significant change in the summer as outside watering demands increase. Most of the City’s conservation efforts have been focused on reducing outside watering demands.

The current water connections for the City of West Jordan since the last conservation plan update are shown below.

Water Connections

Year	Residential	Commercial	Institutional	Industrial
2020	27,924	1,345	571	113
2021	28,089	1,377	556	106
2022	28,343	1,380	556	104
2023	28,670	1,408	556	104

Water Supply

The majority of the water delivered to West Jordan residents is purchased from Jordan Valley Water Conservancy District (JVWCD) through 13 physical connections.

The City updated their JVWCD contract in June 2021 bringing the contract volume to 20,000 acre-ft. This contract value is a minimum value, and the City is allowed to take an additional 20% without penalty or change to the contract, bringing the total potential JVWCD supply volume to 24,000 acre-ft.

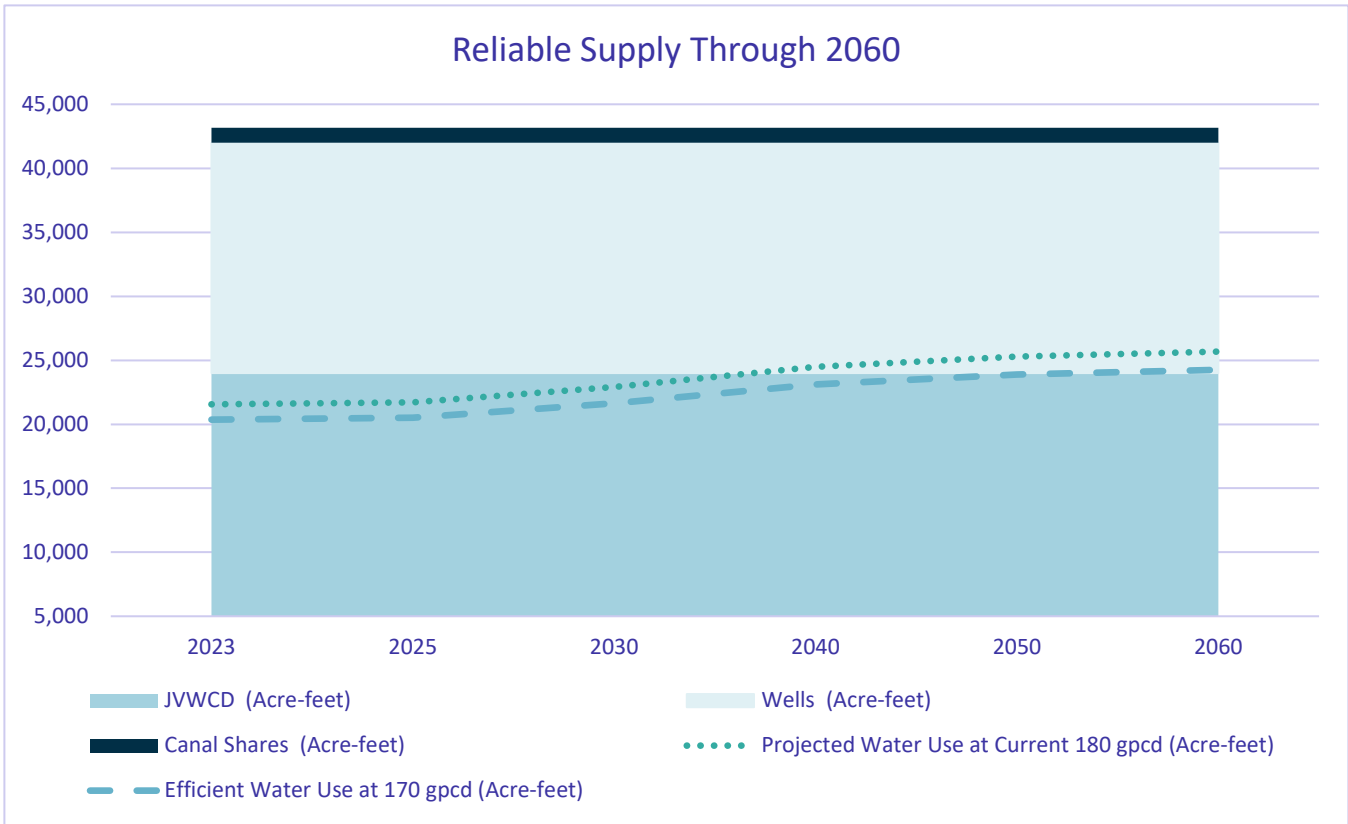
In addition to the JVWCD water, the City has four culinary water wells that can be used to supply water to residents. Wells are mostly used in the summer months to provide culinary water during peak days. Groundwater rights purchased by the City are listed in the table below.

Besides culinary water supply, the City also has canal shares that supply secondary water to large City parks. This water supply is also included in the table below.

Water Supply

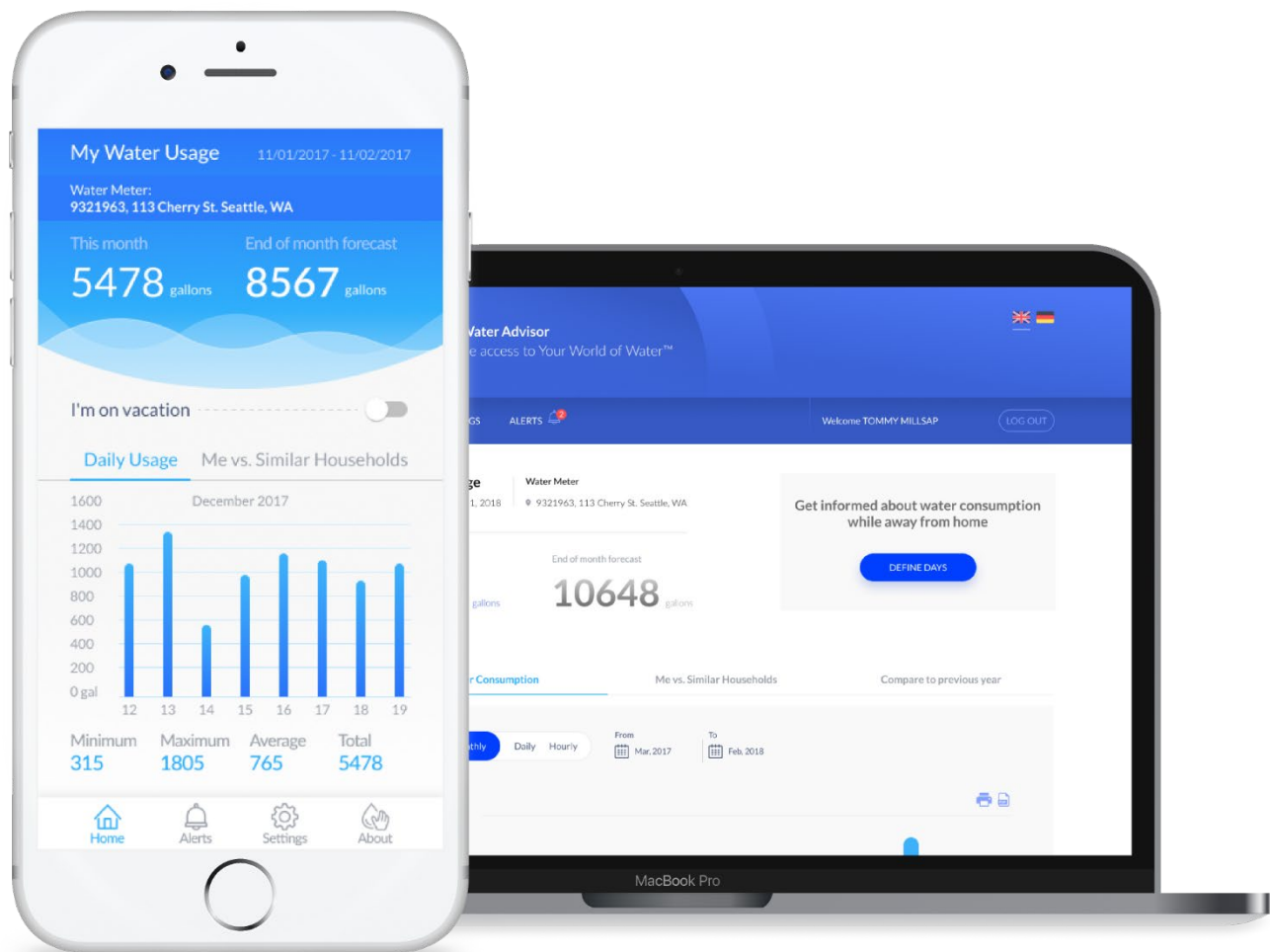
Name of Supplier	Normal Yield (Acre-Ft)	Future Water Supply (Acre Feet)
Jordan Valley Water Conservation District (Contract)	21,000	24,000
Culinary Well Water * (Include water rights)	2,000	18,000
Secondary Water * (Include water rights)	500	1,200
Totals	23,500	43,200

The City currently has enough supply for the proposed increase in population if current conservation goals are met.



System Leak Prevention / Loss

Every culinary water connection in West Jordan is metered with an Advanced Metering Infrastructure (AMI) system that transmits data every day to a central tower instead of being read once a month. Collecting data every day allows the City to share up to date information with our customers by using application based technology called MY Water Advisor.



This application can allow customers to monitor daily usage, set alarms when usage is too high and alert the customer if a leak is detected.

All West Jordan water meters are ultra sonic and do not require moving parts to read the meter. Accuracy is within 98 percent. When customers are concerned about reading and usage, staff is available to check meter accuracy and handle complaints. These meters are warrantied for 20 years and are replaced as needed.

The City employs construction crews that are on call each day to repair water leaks in the City system. The most common leaks occur during winter months and involve a service line connection to a main line or a leak inside the meter box. Main line repairs are less frequent but are still typically fixed by City crews within 4 hours of reporting.

Typical loss rate for the City is under 7 percent annually. In 2023 the City produced or purchased 21,228 acre feet of culinary water. The City sold 19,599 acre feet of culinary water. Cost of this loss is \$951,061.00.



Water Billing Rate Structure

The current billing structure, adopted by West Jordan City Council, is shown below.

Residential Monthly Water Rate in addition to a Fixed Charge based on Meter Size		Irrigation Only Connection - Monthly Water Rate in addition to a Fixed Charge based on Meter Size		Commercial Monthly Tiered Rate in addition to a Fixed Charge based on Meter Size	
Rate per Thousand Gallons	Volume (Gallons)	Rate per Thousand Gallons	Volume (Gallons)	Rate per Thousand Gallons	Volume (Gallons)
\$2.30	0-7,000	\$2.30	0-7,000	\$2.30	0-7,000
\$3.72	7,001-25,000	\$3.57	7,001-25,000	\$2.60	7,001-25,000
\$3.93	25,001-50,000	\$3.72	25,001-50,000	\$2.75	25,001-50,000
\$4.18	50,001-100,000	\$3.83	50,001-100,000	\$2.91	50,001-100,000
\$4.85	over 100,000	\$4.59	over 100,000	\$3.21	over 100,000

This billing structure also includes a Base Meter Rate as shown below.

Residential Monthly Water Meter Charge		Irrigation Only Monthly Water Meter Charge		Commercial Monthly Water Meter Charge	
Meter Size	Rate	Meter Size	Rate	Meter Size	Rate
¾"	\$20.40	¾"	\$20.40	¾"	\$20.40
5/8"	\$20.40			5/8"	\$30.60
1"	\$20.40	1"	\$45.90	1"	\$45.90
1 – ½"		1 – ½"	\$71.40	1 – ½"	\$71.40
2"		2"	\$102.00	2"	\$102.00
3"		3"	\$327.42	3"	\$327.42
4"		4"	\$698.48	4"	\$698.48
6"		6"	\$1,266.00	6"	\$1,266.00
8"		8"	\$1,899.01	8"	\$1,899.01
10"		10"	\$2,772.11	10"	\$2,772.11

The current tiered system based on water use has helped the City to meet its conservation goals by providing a financial incentive to customers to save water. The more water used, the higher the rate charged by the City.

Water Use

The 2030 regional water use goal for Salt Lake County is 187 gallons per capita day (GPCD).

In 2000, West Jordan adopted a water conservation goal of reducing per capita water use by 25 percent by the year 2025. In 2000, an average resident used approximately 227 gallons of water in a day. By 2025, West Jordan desires to keep water demand below 170 gallons per capita day.

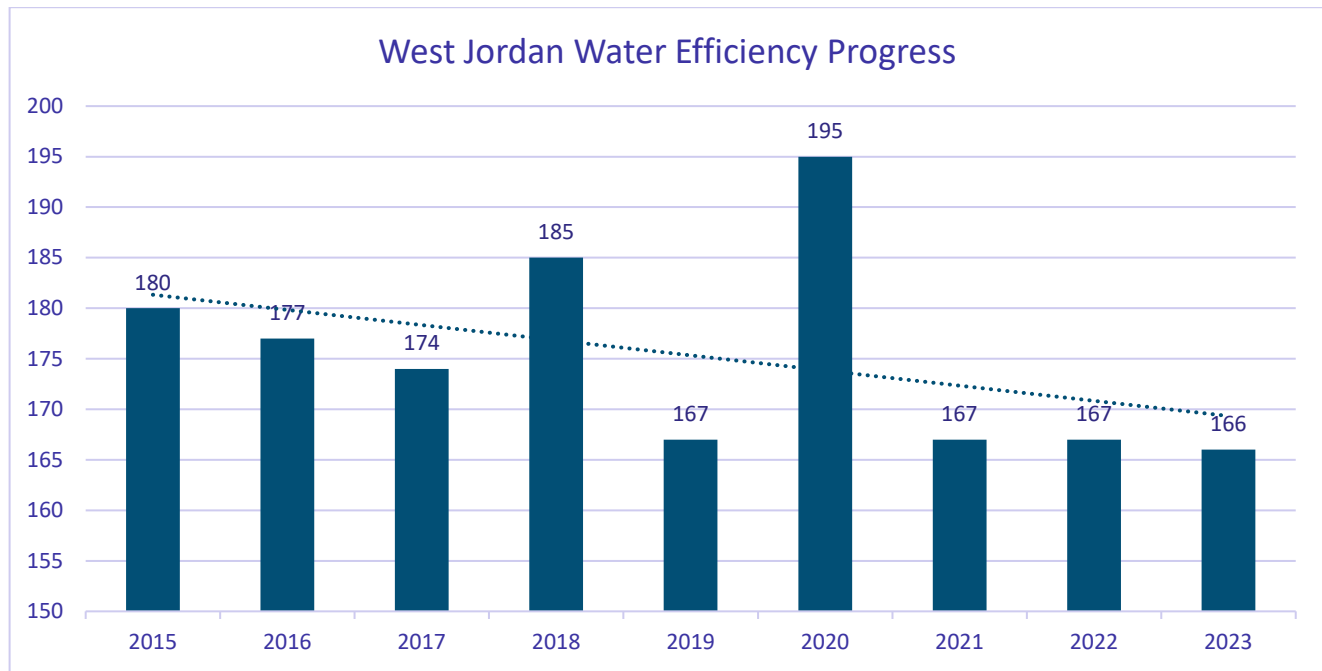
The table below shows total water use by connection type.

Water Use Information

Year	Residential Use (Acre Ft)	Commercial Use (Acre-Ft)	Institutional Use (Acre-Ft)	Industrial Use (Acre-Ft)
2020	15919	2611	2556	1162
2021	13597	2682	1731	1358
2022	12727	3642	1796	1350
2023	12653	3679	1964	1303

In 2023 West Jordan water customers kept demand below 170 gallons per capita day as shown in the table below.

Water Use (GPCD)				
2023 Connections	Indoor Use (gpcd)	Outdoor Use (gpcd)	Secondary Use (gpcd)	Total
28670 Residential	53.0	52.6	NA	105.6
1,408 Commercial	15.4	15.3	NA	30.7
556 Institutional	8.2	8.2	2.7	19.1
104 Industrial	5.5	5.4	NA	10.9
Total	82.1	81.5	2.7	166.3
*Use based on total water sold to retail customers (Does not include loss)				



Water Conservation Goal

The City has an adopted water conservation goal of 170 GPCD as its water conservation goal. As shown in the chart above it has met this goal multiple times in the previous 5 years. To stay within this goal the City has taken proactive steps to encourage water conservation. These programs are listed below.

Current Water Conservation Programs

The City currently uses the following best management practices:

Educational Resources

Water conservation information is provided annually to customers within the West Jordan City Water Quality Report. The report informs customers of the City's water conservation goals, promotes indoor and outdoor conservation strategies, and refers customers to conservewater.utah.gov for real time watering recommendations.

The City also provides a section on each customer's water bill that compares current usage to the customers previous 13 months of usage along with a reminder to conserve water.

Customers also have access to the following Jordan Valley Educational programs and incentives.

1. Slow the Flow:

"Slow the Flow: Save H₂O" is a public information and education campaign launched by JWCD in 1999. In 2001, it was adopted by the Governor's Water Conservation Team (a team which consisted of five of Utah's largest water districts and DWRe) as a statewide



initiative to raise awareness and connect Utahns to water conservation tips, tools, and resources. The campaign has continued to evolve over the years. Future adjustments to the campaign may be appropriate to emphasize new water conservation opportunities for Utahns.

2. Locascapes

A recent focus of JWCD has been to educate communities about Locascapes®—a simplified approach to landscaping for Utah. Locascapes use 66 percent less water than typical landscapes while reducing maintenance, increasing curb appeal and providing better landscape functionality.



What sets Locascapes apart from previous approaches to water-efficient landscaping is that it offers a comprehensive solution to major landscape challenges faced by homeowners while also saving water. Education efforts include community outreach, online and in-person classes, a learning exhibit at JWCDC's demonstration garden, and partnerships with industry professionals.

3. Jordan Valley Conservation Garden Park

With more than nine acres of exhibits, pathways and Utah-friendly plants, Conservation Garden Park (Garden) is Salt Lake County's premier destination for information about water-efficient landscaping. A list of the Garden's primary activities and programs include:

Community Classes: Garden classes teach Utahns how to design, install, or maintain Utah-friendly landscapes.

Educational Exhibits: More than 40 educational exhibits teach and reinforce principles of water-efficient landscaping.

Work and Learn Workshops: Participants work alongside staff to help maintain the Garden while learning important skills hands-on.

Plant Database: JWCDC maintains a searchable database of Utah-friendly plants on the Garden's website.



Existing Incentives Programs:

Localscapes Rewards

Because landscapes that use the Localscapes method are more sustainable and water thrifty, JWCWD provides incentives for residents within its service area to install Utah-friendly Localscapes. Applicants apply through [Utahwatersavers.com](https://utahwatersavers.com).

West Jordan residents received \$27,912.23 in 2023 from the Localscapes reward program.

Flip Your Strip

Park strips are one of the easiest places to begin the transition to a more Utah-friendly landscape because they require minimal landscape design and are usually on their own sprinkler zone. A rebate of \$1.00 per square foot is available to homeowners who convert their park strips from lawn to a water-efficient design. Only park strips with existing lawn qualify for the program. Finished projects must include 60% plant coverage, drip irrigation, and mulch. The rebate increases to \$1.25 per square foot for participants who attend a free park strip class.



In 2023 West Jordan residents received \$7,761.87 from the Flip your Strip Program.

Toilet Rebates

Toilets use more water than any other indoor fixture and because toilets manufactured before 1994 use more gallons of water per flush, replacing them is an easy way to conserve water.

Through the Toilet Replacement Program, receive up to \$100 for replacing an old toilet with a new, WaterSense-labeled one.

Applications are submitted through [Utahwatersavers.com](https://utahwatersavers.com).



In 2023 West Jordan residents received \$1,297.10 in rebates from this program.

Smart Controller Rebates

Smart controllers can turn irrigation systems on and off based on local weather and landscape conditions. A statewide smart controller rebate program, funded by DWR, rebates Homeowners 50 percent of the cost of a WaterSense labeled smart controller, up to \$150. Applications are submitted through [Utahwatersavers.com](https://utahwatersavers.com).

In 2023 West Jordan residents received \$7,411.10 in rebates from this program.

Existing Physical Improvements

Grass removal and replacement

West Jordan has received multiple grants to remove turf in non-active play areas through the City. These locations include Pioneer Hall, City Hall and Constitution Park.

Existing Regulations

Water Efficiency Standards

West Jordan has updated its own landscaping regulations two times in the last five years to give residents more flexibility in planning and installing waterwise landscaping. Current regulations are compliant with State and Jordan Valley Water Conservancy District rules.

Proposed Conservation Measures – Implementation Plan

The City is already implementing, and will continue to implement the following water conservation measures that will help the City to meet its water conservation goals.

Proposed 2025 Implementation Plan

Best Management Practice	Plan of Implementation	Timeline / Performance Measure
Water Conservation Committee	City sustainability committee will have regular meetings to evaluate progress in reduced water conservation efforts and provide guidance to City Council. Include information on water use, estimated water demand, estimated water savings due to conservation, break down of indoor and outdoor use, effectiveness of water conservation efforts.	Committee to discuss each year the water conservation efforts of the City and report to City Council with suggestions for improvements.
Water Conservation Plan	City to post adopt water conservation plan and post plan on City website when adopted.	Review each year the number of visitors looking at the site and downloading the plan.

	Water conservation web page will include A link that provides a lawn watering guide that promotes conservation. Conservation strategies for indoor and outdoor usage. Links to Jordan Valley Water Conservancy District conservation page.	Improve traffic to the website by ten percent through advertising. Consider additional advertising to bring more residents to the page.
Public Educational Outreach	The City has an active public education program that promotes water conservation to all its customers. The City will continue to provide water conservation information in the online semiannual water quality report. This report will inform customers of City conservation goals, promote indoor and outdoor water saving strategies, refer customers to conservewater.utah.gov.	Review each year the number of visitors looking at the site. Refer customers to report in City newsletter each year.
Public Educational Outreach	City provides links to Jordan Valley web site. This site provides adult efficient water use education and training like Locascapes and invites them to tour the demonstration garden located in West Jordan.	Review each year the number of visitors looking at the site. Coordinate yearly with Jordan Valley to find the number of residents that attended classes.
Promote rebates offered in your service area	Provide links to rebates, incentives, and rewards offered by Jordan Valley Water Conservancy (West Jordan Water wholesaler)	Review each year the number of incentives given to West Jordan residents. Coordinate yearly with Jordan Valley to find the number of residents that qualified for incentives and rewards.
Water Bill Comparison	Provide a section on each customer's bill that compares current usage to customer's previous 13 months of usage with a reminder to conserve water.	

Water Efficient Landscaping Ordinance	West Jordan encourages residents to install water efficient landscaping through thoughtful landscape ordinances. Assign City Staff to update ordinances as state law changes.	Coordinate yearly with Building Department to See permits issued adhering to landscape code prior to occupancy. Coordinate yearly prior to Sustainability meeting on water conservation to verify ordinances are up to date.
Drought Management Plan	West Jordan will continue to monitor and improve currently adopted drought management plan. (City Code 9-6)	Meet with Jordan Valley yearly to set drought management level. Coordinate with City council yearly in response to Jordan Valley drought level. Coordinate yearly prior to Sustainability meeting on drought management level and plan.
Water Pricing		
Tiered Water Rates based on use.	West Jordan will continue to charge tiered rates based on use. Higher charges for greater use.	Meet yearly with City Council to determine effectiveness of tiered rate pricing system. Receive approval for continued use.
Physical System		
Utilize waterwise landscaping at City owned facilities.	Install & maintain efficient irrigation, utilize water-wise landscaping & smart controller technology at new and existing agency facilities. Apply for grants to remove park landscaping in non-active areas that is not waterwise.	Review existing park properties that do not utilize waterwise landscaping. Report to Sustainability committee each year status of City owned landscaping. Apply yearly for grants that would reduce irrigation demands for existing city facilities.
Leak Mitigation	Research better leak mitigation measures and programs	Coordinate yearly prior to Sustainability meeting on leak mitigation.

Evaluation Process

City of West Jordan Council and staff will perform an annual assessment of its conservation goal progress based on the following criteria:

1. Determine annual water use and GPCD
 - a. Collect data (supply, demand, and population)
 - b. Adjust projections and estimate water demand for the following year
2. Assess conservation need
 - a. Determine water savings gap using latest projections (ex. demand, population, and density)
 - b. Set needed conservation program participation levels to overcome identified gap (either maintain plan trajectory or escalate resource allocation)
3. Prepare and analyze water use and participation analytics
 - a. Breakdown progress in residential, CII, indoor, outdoor, land area, use
 - b. Assess effectiveness of classes, advertising, marketing, and program participation
4. Prioritize and plan for the next year
 - a. Prioritize advertising and marketing budgets using water use stats for targeting users and areas
 - b. Track progress through year based on program level participation

West Jordan Water Conservation Team

West Jordan Public Information Officer – Marie Magers

Utility Director – Greg Davenport

Public Services Director – Cory Fralick

Utility Engineering Manager – David Murphy

Water Superintendent – Travis Martin

Grants Coordinator – Jeremy Olsen



REQUEST FOR COUNCIL ACTION

Action: Request feedback from Council

Meeting Date Requested : 10/16/2024

Presenter: Ray McCandless

Deadline of item :

Applicant: City of West Jordan

Department Sponsor: Community Development

Agenda Type: DISCUSSION TOPICS

Presentation Time: 10 Minutes

(Council may elect to provide more or less time)

1. AGENDA SUBJECT

Discussion of proposed amendments to city code sections 13-17-2, 12-3-2 and 13-5L-7 to establish sign standards for the Planned Community Hillside (PCH) Zone.

2. EXECUTIVE SUMMARY

The Council is being asked to discuss and provide input on a proposed amendment to City Code, Sections 13-17-2, 12-3-2 and 13-5L-7 (Ordinance 24-40) to establish sign standards for the Planned Community Hillside (PCH) zone where there currently are none.

3. TIME SENSITIVITY / URGENCY

None

4. FISCAL NOTE

N/A

5. PLANNING COMMISSION RECOMMENDATION

On August 20, 2024, the Planning Commission reviewed this request and in a 5-0 vote, recommended that the City Council approve the proposed changes with the added recommendation that the heading of City Code, Section 13-17-2 include a reference to Administrative Conditional Uses to be consistent with the table of permitted and conditional uses as shown in the proposed text.

6. STAFF ANALYSIS

In 2021, the Planned Community Hillside Zoning Ordinance (PCH) was approved to guide the development of the Terraine (formerly Wood Ranch) master planned community, however, no sign standards specific to the PCH zone were ever developed in conjunction with that process. The proposed text amendment will establish sign standards for the PCH Zone where there currently are none. Since the PCH zone is a Planned Community zone, the proposed standards match those of the Planned Community (PC) zoning district, the only difference being that Roof Signs have been added as a permitted use to the table of permitted and conditional uses in City Code, Section 13-17-2. (As a side note, Roof Signs were added to accommodate a proposed roof sign which will act as an entryway feature for the Terraine Development). The proposed text amendment is included as Attachment A.

III. FINDINGS OF FACT:

City Code, Section 13-7D-6.B; Zoning Text Amendment: Amendment to the text of this title or of any other land use regulation title in this code shall be recommended for approval by the planning commission to the city council only if affirmative determinations are made regarding each of the following criteria:

Criteria 1: *The proposed amendment conforms to the general plan and is consistent with the adopted goals, objectives and policies described therein;*

Discussion: The 2023 General Plan states the following:

“Signs are an integral element in the urban fabric of the City. They contribute to the character of different areas and are often a major prominent identifying feature”.

- Consider sign design and location as an integral part of all development, not as an after-thought.
- Properly manage the density of signage to reduce visual “clutter” and avoid an overly distracting urban environment.
- Regulate the size and location of all signs so they do not detract from the City’s positive appearance nor impede the safety of vehicles and pedestrians.

Establishing sign standards for the PCH Zone is necessary to manage the density, size, type and location of signage in the PCH Zone.

Staff Opinion: The proposed amendment is consistent with the purposes, goals, objectives and policies of the adopted general plan and future land use map.

Criteria 2: *The proposed amendment is appropriate given the context of the request and there is sufficient justification for a modification to this title;*

Discussion: Title 12 of City Code states that “consistent sign control is necessary” and that the “provisions of this title are made to establish reasonable, objective and constitutional time, place, and manner regulations for all signs in the city which are visible to the public. Within those legal constraints, sign regulations adopted under this title are necessary to protect the general public health, safety, welfare, convenience and aesthetics; to protect and enhance property values; and to protect and enhance the natural setting of the city...” Sign standards are in place for the other zoning districts and should likewise apply to the PCH Zone.

Staff Opinion: The proposed amendment is appropriate given the context of the request and there is sufficient justification for a modification to this title.

Criteria 3: *The proposed amendment will not create a conflict with any other section or part of this title or the general plan;*

Discussion: The proposed amendment will only impact the PCH zone. Staff has not found, at this point, any conflicts with any other sections of the 2009 City Code or the general plan.

Staff Opinion: The proposed amendment will not create a conflict with any other section or part of this title or the general plan.

Criteria 4: *The proposed amendment does not relieve a particular hardship, nor does it confer any special privileges to a single property owner or cause, and it is only necessary to make a modification to this title in light of corrections or changes in public policy.*

Discussion: The draft ordinance as written will only impact the PCH zone and will update the West Jordan City Code. The amendment will not relieve a particular hardship or grant special privileges to any one person or entity but will result in consistent sign regulation.

Staff Opinion: The proposed amendment does not relieve a particular hardship, nor does it confer any special privileges to a single property owner or cause, and it is only necessary to make a modification to this title in light of corrections or changes in public policy.

7. MOTION RECOMMENDED

For discussion and input only. No formal action is required at this time.

8. MAYOR RECOMMENDATION

N/A

9. PACKET ATTACHMENT(S)

10. OTHER INFORMATION

N/A

West Jordan Committee of the Whole Meeting

Council Staff Review



Item Name: Sign Standards for the Planned Community Hillside (PCH) Zone
Department: Community Development
Action Needed: Discussion Item; Input requested from Council

ITEM SUMMARY

The Council is being asked to provide feedback on proposed amendments to city code sections 13-17-2, 12-3-2, and 13-5L-7, which establishes sign standards for the Planned Community Hillside (PCH) Zone, for which there are currently none.

POSSIBLE COUNCIL DIRECTION

Council may choose to:

1. Move the item forward to a future Council Meeting for consideration and possible final action;
2. Continue the item for to a future Committee of the Whole meeting;
3. As applicable, refer the item to the Planning Commission, a Council Subcommittee, or an Ad Hoc Committee;
4. Table the item indefinitely;
5. Make requests of Council Staff, Administrative Staff, or the Mayor for information by way of four agreeing Council Members.

BACKGROUND & TIMELINE

In 2021, the Planned Community Hillside Zoning Ordinance (PCH) was approved for the Terraine master planned community, but specific sign standards for this zone were never created. The proposed amendment aims to establish these sign standards, aligning them with those of the Planned Community (PC) zoning district, with the addition of Roof Signs as a permitted use.

The Planning Commission reviewed the proposal and via a 5-0 vote, have recommended that the City Council approve the changes. The Commission also included a recommendation to have the heading of City Code, Section 13-17-2, include a reference to Administrative Conditional Uses, as to be consistent with the table of permitted and conditional uses as shown in the proposed text.

COUNCIL OFFICE ANALYSIS

The proposed amendments are as follows:

13-5L-7: Land Use Regulations

- Subsection I amended as to add reference to Title 13, chapter 17.

13-17-2: Types of Signs permitted in Zoning Districts

West Jordan Committee of the Whole Meeting

Council Staff Review



- Explanation of table amended, adding an “administrative conditional use (AC)” distinction and adding a “zoning administrator” as an alternate step in the approval process (otherwise only by the planning commission).
- PCH Zone is added to the table of Zoning Districts, specifying which items are permitted, deemed conditional or administrative conditional use, respectively.
- “Roof” is added as a sign type.

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This Council Staff Review (CSR) has been created to complement the existing Request for Council Action (RCA) form submitted for the respective item.

While appropriate details may be repeated or referenced within a CSR, please refer to the RCA for department staff analysis and reporting, Planning Commission and/or Mayoral recommendations, fiscal impact, and other helpful information, as appropriate.

AMENDMENTS TO THE WEST JORDAN CITY SIGN CODE AND PCH ZONE ALLOWING ROOF SIGNS IN THE PCH ZONE

13-5L-7: LAND USE REGULATIONS:

I. Signs. Sign regulations are found in title 12 ([Sign Regulations](#)) and in title 13, chapter 17 ([Signs](#)).

13-17-2: TYPES OF SIGNS PERMITTED IN ZONING DISTRICTS:

The following table lists the sign types that are allowed in each zoning district. Signs identified as "permitted" (P) are allowed by right. Signs identified as "conditional" (C) or "administrative conditional use" (AC) must be approved by the planning commission or zoning administrator pursuant to the standards and procedures for conditional uses set forth in chapter 7, article E of this title. All permitted and conditional use signs shall comply with all applicable requirements of this title and title 12 of this code. Blank spaces in the table indicate that a particular sign is not allowed in the zone.

[Add the following column and "Roof row" to the existing table, with the remainder of the "Roof row" to be "blank" and the remainder of the table to remain the same.]

https://codelibrary.amlegal.com/codes/westjordanut/latest/westjordan_ut/0-0-0-52102

Sign Type	Zoning District ¹
	PCH
A-frame	
Animated	
Awning	P
Bench	P
Billboard sign, digital display	
Billboard sign, nondigital display	
Changeable copy	P

Directional	P
Directory	P
Electronic/LED	
Freeway oriented	
Historic markers	P
Inflated display	
Kiosk	AC
Monument 4 feet or less in height	AC
Monument over 4 feet in height	AC
Nameplate	P
Neighborhood entryway	P
Neighborhood entryway monument	P
Off premises development	AC
Planned center gateway sign	
Planned center sign	
Pole	
Pylon, major	
Pylon, minor	
Roof	P
Sculptured	AC
Suspended	AC

Temporary promotional	P
Village center advertisement sign	
Wall	AC

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22 Notes:

23 1. See section [12-3-4](#) of this code for sign regulations in the city center (CC) and west side
 24 planning area (WSPA) zones. See section [12-3-5](#) of this code for sign regulations in the transit
 25 station overlay district (TSOD).

26 2. See section [12-3-3](#) of this code for exceptions/qualifications.

27 3. Signs may be approved by the planning commission and city council through the
 28 development plan process, and through the site plan process. Following completion of the plan
 29 and plat approval processes, any new or replacement signs shall be subject to administrative
 30 conditional permit application and approval.

31 (2001 Code § 89-6-1106; amd. 2009 Code; Ord. 10-20, 7-28-2010; Ord. 13-04, 2-27-2013; Ord.
 32 14-22, 6-11-2014; Ord. 14-29, 8-27-2014; Ord. 16-50, 11-16-2016)

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47 **12-3-2: SIGN STANDARDS:**

Sign Type	Sign Standards				
	Maximum Area	Maximum Height/ Projection/ Width	Density	Spacing	Front Setback
A-frame signs ¹	10 sq. ft. per sign face with a maximum of 2 sign faces	Height: 4'	1 per business	75' from any other sign	Signs must be within 20' of the primary entrance to the business
Animated signs	Integrated in the design of another approved sign and not to exceed 25% of the area of such sign	n/a	n/a	n/a	n/a
Awning signs ¹	Sign: 25% of the building facade Copy or design: 50% of the awning area	Height: 5' Projection: 3' or 33% of window height whichever is less	n/a	n/a	Awnings shall not project into any public right of way
Billboards ¹	300 sq. ft.	Height: 35'	See subsection 12-3-3D of this chapter for density	Not less than 500' from any other billboard	10'
Bus bench/shelter signs ^{1,2}	Bench sign: 16 sq. ft. Shelter sign : 22 sq. ft.	Bench sign height: 42" Shelter sign height: 6'	One at each UTA bus stop	500' from any other bench/shelter sign and 50' from any	A minimum distance between the front edge of the bench or

				other freestanding sign, except pole signs. There is no required separation between pole signs and bus bench/shelter signs	shelter and the face of the adjacent curb of 48" on state roads and 24" on city streets
Changeable copy signs ¹	Integrated with another approved sign and not to exceed 30% of the area of such sign	n/a	n/a	n/a	n/a
Directional signs ¹	6 sq. ft. 6 sq. ft. per individual sign area on a single pole, if approved with a sign development plan	Height: 6' 12' if approved with a sign development plan	See Spacing	50' from any other freestanding sign, unless approved as part of a sign development plan	Public use directional signs may be located within public rights of way Other directional signs: 18"
Directory signs	50 sq. ft.	Height: 10'	1 for each primary entrance into a commercial, industrial or office complex	n/a	10'
Electronic/LED	Integrated with another approved sign up to	n/a	n/a	n/a	n/a

	50% of sign area				
Freeway oriented signs ¹	950 sq. ft. For master planned developments having 5,000 linear feet or more of frontage on a freeway, not more than 1 sign may be up to 1,500 sq. ft., including the area of any shopping center logo	Height: 50' For master planned developments having 5,000 linear feet or more of frontage on a freeway, not more than 2 signs may be up to 72' in height	See Spacing	1 sign for each 800' of highway frontage	n/a
Historical markers ¹	8 sq. ft.	Height: 6'	n/a	n/a	10'
Inflated sign display ¹	n/a	Height: 25'	1 per commercial complex or 1 for each business not located in a commercial complex	200' from any other freestanding sign	In compliance with setbacks of the zone in which the sign is located
Kiosk sign ¹	Overall kiosk sign: 12'x4'6" Sign panels: 7 (1'x4')	Height: 12'	n/a	300' from any other kiosk sign; 50' from any other freestanding sign	n/a

Monument signs 4' or less in height ¹	20 sq. ft. The architectural element shall not be considered part of the sign area	Height: 4' above grade or 6' above the elevation of the nearest sidewalk, whichever is greater A domed, gabled shaped architectural element may extend 1' above the sign for a maximum height of 7' and may incorporate a building address but no other copy or logo shall be permitted within this area	1 for each agricultural sales or service business	n/a	4' except for corner properties and all driveways, where the minimum setback is 15'
Monument signs over 4' in height ¹	50 sq. ft. on sites with less than 250' of street frontage 78 sq. ft. on sites with more than 250' of street frontage The architectural element shall not be considered part of	Height: All monument signs shall sit on a base no greater than 2' in height. The sign itself shall not exceed 6' in height A domed, gabled or similar shaped architectural element may extend 1' above the sign for a cumulative height of 9' and may incorporate a	1 for sites having only 1 business For all other sites, as approved on a sign development plan	Not less than 100' from any other freestanding sign	4' except for corner properties and all driveways, where the minimum setback is 15'

	the sign are a	building address but no other copy or logo shall be permitted within this area Width: The total width of the sign shall not exceed 13'			
Neighborhood entryway monument sign ¹	20 sq. ft.	Height: 4' above grade or 6' above the elevation of the nearest sidewalk, whichever is greater	2 per main entrance along collector and arterial streets for each planned development and subdivision	50' from other monument sign, 100' from any other entrance or pole sign	20'
Neighborhood entryway sign ¹	20 sq. ft.	Height: Incorporated into a wall to assume the approved wall height	2 per main entrance along collector and arterial streets	50' from other neighborhood entryway sign, 100' from any other monument or pole sign	10', outside of clear vision area
Off premises development signs ¹	32 sq. ft.	Height: 12'	1 sign per 100 residential units in a development	50' from any other freestanding sign or structure	18"
Planned center gateway sign ¹	n/a, except as dictated by maximum height and minimum vehicle/ped	Height: 30'	1 per 15 acres of total planned development area and included in an	150' from any other pole, pylon, planned center sign or planned center gateway sign,	Support columns shall be placed outside of clear vision area

	estrian clearances		approved sign plan	100' from any monument sign and 50' from any other freestanding sign, except bus bench and bus shelter signs	
Planned center sign ¹	250 sq. ft.	Height: 25'	1 per frontage onto an arterial/collector right of way	200' from any other pole sign, 150' from any monument sign and 50' from any other freestanding sign, except bus bench and bus shelter signs	n/a
Pole signs ¹	80% of the street frontage of the lot upon which the sign will be located, up to a maximum of 200 sq. ft.	Height: 25'	1 sign per 200' of street frontage and 1 additional sign for developments with 400' or more of street frontage For corner lots, each frontage shall be computed separately	200' from any other pole sign, 150' from any monument sign and 50' from any other freestanding sign, except bus bench and bus shelter signs. There is no required separation between pole signs and bus bench/shelter signs	18"
Pylon sign, minor	64 sq. ft.	Height: 12'	Approved as an element of	Not less than 150' from any other	18"

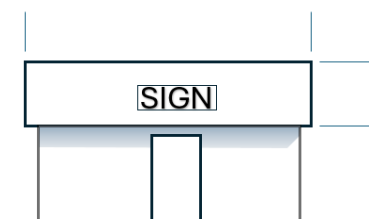
			a sign development plan	freestanding sign	
Pylon sign, major	200 sq. ft.	Height: 25'	Approved as an element of a sign development plan	200' from any other pylon sign or pole sign, 150' from any monument sign, and 75' from any other freestanding sign	18"
Roof Sign	Sign area shall not exceed 50% of roof area as viewed looking directly at the building 3.4	Roof signs shall not exceed 4' in height or extend above the peak of the roof to which it is attached or beyond the gable end of the roof and shall be set back at least 2' from the front edge of the roof.	Maximum of 2 signs per overall development and no more than 1 sign per building	n/a	n/a
Sculptured signs	As approved by planning commission	Height: 8' above grade or 10' above the elevation of the nearest sidewalk, whichever is greater	n/a	n/a	10'
Suspended signs	4 sq. ft.	n/a	n/a	n/a	n/a
Temporary promotional signs ¹	Wall banners: 40 sq. ft.	Wall banners: n/a	Wall banners: 1 per business	Wall banners: n/a Freestanding signs: 25'	Wall banners shall be securely attached to

	Freestanding signs: 24 sq. ft.	Freestanding sign height: 6'	plus 1 additional banner for a business located in a building having a front face of 150 linear feet or more Freestanding signs: 1 per business. Sign shall be securely attached to the ground	from any other freestanding sign	the building facade Freestanding signs: 18" Searchlights: 50' from the edge of any street pavement
Village center advertisement signs	15% of building facade; max. 100 sq. ft./sign	No higher than second level/story of parking structure or commercial building	As approved in the development plan	n/a	n/a
Wall signs ¹	15% of each facade of a building	Height: n/a Projection from building: Not more than 18"	1 for each business occupying a building	n/a	n/a

Notes:

- See section [12-3-3](#) of this chapter for exceptions and qualifications.
- See also subsection [8-8-8B](#) of this code, subsection [12-2-3F4](#) of this title and subsection [12-3-3C](#) of this chapter.

[3. Sign area \(as measured around the perimeter of the sign letters\) shall not exceed 50% of the roof area as viewed looking directly at the building.](#)



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59 4. Roof signs shall be constructed entirely of metal or other noncombustible material. Signs
60 shall be certified by a professional engineer to ensure structural stability.

61 (2001 Code § 89-6-1107; amd. 2009 Code; Ord. 10-20, 7-28-2010; Ord. 11-08, 3-23-2011; Ord.
62 14-29, 8-27-2014; Ord. 16-33, 8-24-2016; Ord. 16-50, 11-16-2016)

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**MINUTES OF THE REGULAR MEETING OF THE WEST JORDAN PLANNING AND
ZONING COMMISSION HELD AUGUST 20, 2024 IN THE WEST JORDAN COUNCIL
CHAMBERS**

PRESENT: Ammon Allen, Tom Hollingsworth, John Roberts, Trish Hatch, and Jay Thomas.
George Winn and Emily Gonzalez were excused.

STAFF: Scott Langford, Larry Gardner, Ray McCandless, Duncan Murray, Julie Davis,
Paul Brockbank

1. Text Amendments – Sign Code/PCH Zone; Amend the 2009 West Jordan Municipal Code Sections 13-17-2, 12-3-2 and 13-5L-7 to establish sign standards for the Planned Community Hillside (PCH) Zone including allowing Roof Signs in the PCH Zone; City-wide applicability; City of West Jordan (applicant)

Ray McCandless said when the PCH zone was adopted three years ago, sign standards specific to the PCH were not adopted. Staff felt that it is important that each standalone zone is represented. The proposed standards mimic those in the P-C zone with a couple of exceptions. There is a correction to the reference of where sign standards are found. The only new sign type for this district is roof sign. Roof signs allow a wayfinding or placemaking sign on a building to identify the overall development. This is similar to the library sign on the south side of the West Jordan library with letters that are up to 4 feet high. With the standards in place, staff felt that it could be permitted instead of conditional.

Based on the analysis and findings contained in the staff report, staff recommended that the Planning Commission forward a positive recommendation to the City Council for the text amendment regarding the Sign Code/PCH Zone.

Trish Hatch asked why a separate code is needed for the PCH zone instead of just using the PC zone standards, and if there are any other opportunities for a PCH zone in the city.

Ray McCandless said there is still a lot of vacant property outside of the city that may apply sometime in the future, but it is limited. He said it is good practice to have sign standards specific to each zoning district. The P-C sign standards are close to what is proposed.

Trish Hatch was concerned to think that a roof sign will take the visual impact on the hills even higher.

Ray McCandless explained that the code limits the number of roof signs to two per development (not phase) and is limited to a percentage of the roof area looking straight at it. He didn't feel it will be a problem.

Ammon Allen suggested that the paragraph before the table in 13-17-2 be updated to include a reference to administrative conditional use. He asked if roof signs are allowed in any other zone, and if they need to be added.

Scott Langford said they were part of the discussion with the creation of the Transit Station Overlay Districts, but they were never included.

Ammon Allen asked how it is decided who gets the signs or if a homeowner could request one.

Ray McCandless said a qualifier as to what 'development' is could be added.

Ammon Allen asked what it is about the Terraine development that the PCH zone should be the only place that roof signs are allowed.

Duncan Murray explained that entryway signs can be an important feature to some developments. Smaller subdivisions might have a small monument sign, but the PCH zone must have at least 400 contiguous acres. The entryway feature is used to create a sense of neighborhood or community. The developer of a 650-acre development would like to build an entryway feature using a large shed near an entrance that could house storage or seasonal decorations and equipment. The sign would be placed on the roof of the building or the gable, so the building serves two purposes.

Scott Langford said it is very common for a master planned community to have placemaking signage. The Highlands community was approved to have stone obelisks at subdivision entries. During the four years they have worked through the entitlement process with Terraine, the focus had been mostly design. The developer was told to refer to the PC zone for signage for the time being. However, as the project moves ahead, he thought that the roof sign lends itself to the unique throwback design and architecture in the master plan. This type of signage was common in the 40's and 50's. This seemed to make sense to staff as they discussed potential monuments to the community. It is unique to the PCH zone, but the commission and/or council could make a counter proposal. He explained that the cleanest way to include this sign is to add it into the code instead of updating the complicated MDA document, which also points to the code.

John Roberts asked if there is anything to limit the utility of the sign, such as digital advertising, and if they could limit the total square footage.

Larry Gardner said the proposed code limits the sign to 50% of the roof area, which he felt was reasonable. Digital display would be prohibited, and billboards are a different type of signage.

Ammon Allen opened the public hearing.

Further public comment was closed at this point for this item.

There was a discussion regarding a maximum square footage in addition to 50% of the roof area. Information regarding how the sign would be placed was given. The building in Terraine will probably be set back 600-700 feet from U-111 so a larger size is needed than what a business 50 feet from the road would need. The purpose of the sign is to advertise the community and is conceptually going to be about 200 square feet. There will probably be lights shining down on the letters, but that would be subject to a photometric plan regulation. There would not be electronic display on this type of sign.

Commissioners Hatch and Roberts agreed that the proposed code language is sufficient to keep the signage to a reasonable level, and their concerns had been assuaged.

MOTION: John Roberts moved, based on the information and findings set forth in the staff report and upon the evidence and explanations received today, to forward a positive recommendation to the City Council for the text amendment regarding the Sign Code/PCH Zone with the amendment to include 'administrative conditional (AC)' in the descriptive language in 13-17-2. The motion was seconded by Trish Hatch and passed 5-0 in favor. George Winn and Emily Gonzalez were absent.

1 **THE CITY OF WEST JORDAN, UTAH**
2 **ORDINANCE NO. 24-40**

3 **AN ORDINANCE AMENDING THE 2009 WEST JORDAN CITY CODE**
4 **(ADDING SIGN STANDARDS, INCLUDING ROOF SIGN STANDARDS,**
5 **FOR THE PLANNED COMMUNITY HILLSIDE ZONE [PCH ZONE]);**
6 **AMENDING CERTAIN SECTIONS IN TITLES 12 (SIGN REGULATIONS)**
7 **AND 13 (ZONING REGULATIONS)**

8 WHEREAS, the City of West Jordan (“City”) adopted West Jordan City Code (“City Code”) in 2009; and the City Council of the City (“Council” or “City Council”) desires to amend certain Sections in Titles 12 (Sign Regulations) and 13 (Zoning Regulations) (“**proposed City Code amendments**”); and

12 WHEREAS, the Planning Commission of the City (“**Planning Commission**”) held a public hearing and provided a recommendation on August 20, 2024, regarding the proposed City Code amendments, which are all land use regulations in the land use titles; and determined the following, pursuant to City Code Section 13-7D-6B:

- 16 1. The proposed City Code amendments conform to the General Plan and are consistent with the adopted goals, objectives and policies described therein;
- 18 2. The proposed City Code amendments are appropriate given the context of the request and there is sufficient justification for a modification to the land use titles;
- 20 3. The proposed City Code amendments will not create a conflict with any other section or part of the land use titles or the General Plan; and
- 22 4. The proposed City Code amendments do not relieve a particular hardship, nor do they confer any special privileges to a single property owner or cause, and they are only necessary to make a modification to the land use titles in light of corrections or changes in public policy; and

25 WHEREAS, the City Council held a public hearing on September 25, 2024, regarding the proposed City Code amendments, and finds it to be in the best interest of the public health, safety, and welfare of the residents of the City to adopt the proposed City Code amendments.

28 NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH AS FOLLOWS:

30 **Section 1. Amendment of City Code Provisions.** Certain City Code Sections in Titles 12 (Sign Regulations) and 13 (Zoning Regulations) are amended as shown in Attachment 1 (legislative version and clean version) to this Ordinance.

33 **Section 2. 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.

35 **Section 3. Effective Date.** This Ordinance shall become effective immediately upon posting or publication as provided by law and upon (i) the Mayor signing the Ordinance, (ii) the City Council duly overriding the veto of the Mayor as provided by law, or (iii) the Mayor failing to sign or veto the Ordinance within fifteen (15) days after the City Council presents the Ordinance to the Mayor.

PASSED BY THE CITY COUNCIL OF THE CITY OF WEST JORDAN, UTAH, THIS
DAY OF 2024.

CITY OF WEST JORDAN

By: _____
Zach Jacob
Council Chair

ATTEST:

Cindy M. Quick, MMC
Council Office Clerk

Voting by the City Council

"YES"

"NO"

Council Chair Zach Jacob

☐☐

Council Vice-Chair Chad Lamb

☐☐

Council Member Kelvin Green

☐☐

Council Member Pamela Bloom

☐☐

Council Member Kent Shelton

☐☐

Council Member Kayleen Whitelock

☐☐

Council Member Bob Bedore

☐☐

PRESENTED TO THE MAYOR BY THE CITY COUNCIL ON _____.

Mayor's Action: _____ Approve _____ Veto

By: _____
Mayor Dirk Burton Date

ATTEST:

Tangee Sloan, CMC
City Recorder

86
87 **STATEMENT OF APPROVAL/PASSAGE** (check one)
88

89 _____ The Mayor approved and signed Ordinance No. 24-40.
90

91
92 _____ The Mayor vetoed Ordinance No. 24-40 on _____ and the
93 City Council timely overrode the veto of the Mayor by a vote of _____ to _____.
94

95
96 _____ Ordinance No. 24-40 became effective by operation of law without the
97 Mayor's approval or disapproval.
98
99

100 _____
101 Tangee Sloan, CMC
102 City Recorder
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106 **CERTIFICATE OF PUBLICATION**

107 I, Tangee Sloan, certify that I am the City Recorder of the City of West Jordan, Utah, and that
108 a short summary of the foregoing ordinance was published on the Utah Public Notice Website on the
109 _____ day of _____ 2024. The fully executed copy of the ordinance is
110 retained in the Office of the City Recorder pursuant to Utah Code Annotated, 10-3-711.
111

112
113 _____
114 Tangee Sloan, CMC
115 City Recorder
116

117
118 *(Attachment on the following pages)*
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Attachment 1 to

133

ORDINANCE NO. 24-40

134

AN ORDINANCE AMENDING THE 2009 WEST JORDAN CITY CODE

135

(ADDING SIGN STANDARDS, INCLUDING ROOF SIGN STANDARDS,

136

FOR THE PLANNED COMMUNITY HILLSIDE ZONE [PCH ZONE]);

137

AMENDING CERTAIN SECTIONS IN TITLES 12 (SIGN REGULATIONS)

138

AND 13 (ZONING REGULATIONS)

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(See the following pages for the legislative version and the clean version)

141

**AMENDMENTS TO THE WEST JORDAN CITY SIGN CODE AND PCH
ZONE ALLOWING ROOF SIGNS IN THE PCH ZONE**

13-5L-7: LAND USE REGULATIONS:

I. Signs. Sign regulations are found in title 12 (Sign Regulations) and in title 13, chapter 17 (Signs).

13-17-2: TYPES OF SIGNS PERMITTED IN ZONING DISTRICTS:

The following table lists the sign types that are allowed in each zoning district. Signs identified as "permitted" (P) are allowed by right. Signs identified as "conditional" (C) or "administrative conditional use" (AC) must be approved by the planning commission or zoning administrator pursuant to the standards and procedures for conditional uses set forth in chapter 7, article E of this title. All permitted and conditional use signs shall comply with all applicable requirements of this title and title 12 of this code. Blank spaces in the table indicate that a particular sign is not allowed in the zone.

[Add the following column and "Roof row" to the existing table, with the remainder of the "Roof row" to be "blank" and the remainder of the table to remain the same.]

https://codelibrary.amlegal.com/codes/westjordanut/latest/westjordan_ut/0-0-0-52102

Sign Type	Zoning District ¹
	PCH
A-frame	
Animated	
Awning	P
Bench	P
Billboard sign, digital display	
Billboard sign, nondigital display	

Changeable copy	P
Directional	P
Directory	P
Electronic/LED	
Freeway oriented	
Historic markers	P
Inflated display	
Kiosk	AC
Monument 4 feet or less in height	AC
Monument over 4 feet in height	AC
Nameplate	P
Neighborhood entryway	P
Neighborhood entryway monument	P
Off premises development	AC
Planned center gateway sign	
Planned center sign	
Pole	
Pylon, major	
Pylon, minor	
Roof	P
Sculptured	AC

Suspended	AC
Temporary promotional	P
Village center advertisement sign	
Wall	AC

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23 Notes:

24 1. See section [12-3-4](#) of this code for sign regulations in the city center (CC) and west side
25 planning area (WSPA) zones. See section [12-3-5](#) of this code for sign regulations in the transit
26 station overlay district (TSOD).

27 2. See section [12-3-3](#) of this code for exceptions/qualifications.

28 3. Signs may be approved by the planning commission and city council through the
29 development plan process, and through the site plan process. Following completion of the plan
30 and plat approval processes, any new or replacement signs shall be subject to administrative
31 conditional permit application and approval.

32 (2001 Code § 89-6-1106; amd. 2009 Code; Ord. 10-20, 7-28-2010; Ord. 13-04, 2-27-2013; Ord.
33 14-22, 6-11-2014; Ord. 14-29, 8-27-2014; Ord. 16-50, 11-16-2016)

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46 **12-3-2: SIGN STANDARDS:**

Sign Type	Sign Standards				
	Maximum Area	Maximum Height/ Projection/ Width	Density	Spacing	Front Setback
A-frame signs ¹	10 sq. ft. per sign face with a maximum of 2 sign faces	Height: 4'	1 per business	75' from any other sign	Signs must be within 20' of the primary entrance to the business
Animated signs	Integrated in the design of another approved sign and not to exceed 25% of the area of such sign	n/a	n/a	n/a	n/a
Awning signs ¹	Sign: 25% of the building facade Copy or design: 50% of the awning area	Height: 5' Projection: 3' or 33% of window height whichever is less	n/a	n/a	Awnings shall not project into any public right of way
Billboards ¹	300 sq. ft.	Height: 35'	See subsection 12-3-3D of this chapter for density	Not less than 500' from any other billboard	10'
Bus bench/shelter signs ^{1,2}	Bench sign: 16 sq. ft. Shelter sign : 22 sq. ft.	Bench sign height: 42" Shelter sign height: 6'	One at each UTA bus stop	500' from any other bench/shelter sign and 50' from any	A minimum distance between the front edge of the bench or

				other freestanding sign, except pole signs. There is no required separation between pole signs and bus bench/shelter signs	shelter and the face of the adjacent curb of 48" on state roads and 24" on city streets
Changeable copy signs ¹	Integrated with another approved sign and not to exceed 30% of the area of such sign	n/a	n/a	n/a	n/a
Directional signs ¹	6 sq. ft. 6 sq. ft. per individual sign area on a single pole, if approved with a sign development plan	Height: 6' 12' if approved with a sign development plan	See Spacing	50' from any other freestanding sign, unless approved as part of a sign development plan	Public use directional signs may be located within public rights of way Other directional signs: 18"
Directory signs	50 sq. ft.	Height: 10'	1 for each primary entrance into a commercial, industrial or office complex	n/a	10'
Electronic/LED	Integrated with another approved sign up to	n/a	n/a	n/a	n/a

	50% of sign area				
Freeway oriented signs ¹	950 sq. ft. For master planned developments having 5,000 linear feet or more of frontage on a freeway, not more than 1 sign may be up to 1,500 sq. ft., including the area of any shopping center logo	Height: 50' For master planned developments having 5,000 linear feet or more of frontage on a freeway, not more than 2 signs may be up to 72' in height	See Spacing	1 sign for each 800' of highway frontage	n/a
Historical markers ¹	8 sq. ft.	Height: 6'	n/a	n/a	10'
Inflated sign display ¹	n/a	Height: 25'	1 per commercial complex or 1 for each business not located in a commercial complex	200' from any other freestanding sign	In compliance with setbacks of the zone in which the sign is located
Kiosk sign ¹	Overall kiosk sign: 12'x4'6" Sign panels: 7 (1'x4')	Height: 12'	n/a	300' from any other kiosk sign; 50' from any other freestanding sign	n/a

Monument signs 4' or less in height ¹	20 sq. ft. The architectural element shall not be considered part of the sign area	Height: 4' above grade or 6' above the elevation of the nearest sidewalk, whichever is greater A domed, gabled shaped architectural element may extend 1' above the sign for a maximum height of 7' and may incorporate a building address but no other copy or logo shall be permitted within this area	1 for each agricultural sales or service business	n/a	4' except for corner properties and all driveways, where the minimum setback is 15'
Monument signs over 4' in height ¹	50 sq. ft. on sites with less than 250' of street frontage 78 sq. ft. on sites with more than 250' of street frontage The architectural element shall not be considered part of	Height: All monument signs shall sit on a base no greater than 2' in height. The sign itself shall not exceed 6' in height A domed, gabled or similar shaped architectural element may extend 1' above the sign for a cumulative height of 9' and may incorporate a	1 for sites having only 1 business For all other sites, as approved on a sign development plan	Not less than 100' from any other freestanding sign	4' except for corner properties and all driveways, where the minimum setback is 15'

	the sign are a	building address but no other copy or logo shall be permitted within this area Width: The total width of the sign shall not exceed 13'			
Neighborhood entryway monument sign ¹	20 sq. ft.	Height: 4' above grade or 6' above the elevation of the nearest sidewalk, whichever is greater	2 per main entrance along collector and arterial streets for each planned development and subdivision	50' from other monument sign, 100' from any other entrance or pole sign	20'
Neighborhood entryway sign ¹	20 sq. ft.	Height: Incorporated into a wall to assume the approved wall height	2 per main entrance along collector and arterial streets	50' from other neighborhood entryway sign, 100' from any other monument or pole sign	10', outside of clear vision area
Off premises development signs ¹	32 sq. ft.	Height: 12'	1 sign per 100 residential units in a development	50' from any other freestanding sign or structure	18"
Planned center gateway sign ¹	n/a, except as dictated by maximum height and minimum vehicle/ped	Height: 30'	1 per 15 acres of total planned development area and included in an	150' from any other pole, pylon, planned center sign or planned center gateway sign,	Support columns shall be placed outside of clear vision area

	estrian clearances		approved sign plan	100' from any monument sign and 50' from any other freestanding sign, except bus bench and bus shelter signs	
Planned center sign ¹	250 sq. ft.	Height: 25'	1 per frontage onto an arterial/collector right of way	200' from any other pole sign, 150' from any monument sign and 50' from any other freestanding sign, except bus bench and bus shelter signs	n/a
Pole signs ¹	80% of the street frontage of the lot upon which the sign will be located, up to a maximum of 200 sq. ft.	Height: 25'	1 sign per 200' of street frontage and 1 additional sign for developments with 400' or more of street frontage For corner lots, each frontage shall be computed separately	200' from any other pole sign, 150' from any monument sign and 50' from any other freestanding sign, except bus bench and bus shelter signs. There is no required separation between pole signs and bus bench/shelter signs	18"
Pylon sign, minor	64 sq. ft.	Height: 12'	Approved as an element of	Not less than 150' from any other	18"

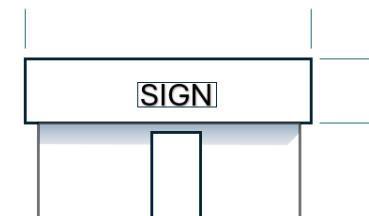
			a sign development plan	freestanding sign	
Pylon sign, major	200 sq. ft.	Height: 25'	Approved as an element of a sign development plan	200' from any other pylon sign or pole sign, 150' from any monument sign, and 75' from any other freestanding sign	18"
Roof Sign	Sign area shall not exceed 50% of roof area as viewed looking directly at the building ^{3.4}	Roof signs shall not exceed 4' in height or extend above the peak of the roof to which it is attached or beyond the gable end of the roof and shall be set back at least 2' from the front edge of the roof.	Maximum of 2 signs per overall development and no more than 1 sign per building	n/a	n/a
Sculptured signs	As approved by planning commission	Height: 8' above grade or 10' above the elevation of the nearest sidewalk, whichever is greater	n/a	n/a	10'
Suspended signs	4 sq. ft.	n/a	n/a	n/a	n/a
Temporary promotional signs ¹	Wall banners: 40 sq. ft.	Wall banners: n/a	Wall banners: 1 per business	Wall banners: n/a Freestanding signs: 25'	Wall banners shall be securely attached to

	Freestanding signs: 24 sq. ft.	Freestanding sign height: 6'	plus 1 additional banner for a business located in a building having a front face of 150 linear feet or more Freestanding signs: 1 per business. Sign shall be securely attached to the ground	from any other freestanding sign	the building facade Freestanding signs: 18" Searchlights: 50' from the edge of any street pavement
Village center advertisement signs	15% of building facade; max. 100 sq. ft./sign	No higher than second level/story of parking structure or commercial building	As approved in the development plan	n/a	n/a
Wall signs ¹	15% of each facade of a building	Height: n/a Projection from building: Not more than 18"	1 for each business occupying a building	n/a	n/a

Notes:

- See section [12-3-3](#) of this chapter for exceptions and qualifications.
- See also subsection [8-8-8B](#) of this code, subsection [12-2-3F4](#) of this title and subsection [12-3-3C](#) of this chapter.

3. Sign area (as measured around the perimeter of the sign letters) shall not exceed 50% of the roof area as viewed looking directly at the building.



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58 4. Roof signs shall be constructed entirely of metal or other noncombustible material. Signs
59 shall be certified by a professional engineer to ensure structural stability.

60 (2001 Code § 89-6-1107; amd. 2009 Code; Ord. 10-20, 7-28-2010; Ord. 11-08, 3-23-2011; Ord.
61 14-29, 8-27-2014; Ord. 16-33, 8-24-2016; Ord. 16-50, 11-16-2016)

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REQUEST FOR COUNCIL ACTION

Action: Request feedback from Council

Meeting Date Requested : 10/16/2024

Presenter: Cory Fralick

Deadline of item :

Applicant:

Department Sponsor: Public Services Parks

Agenda Type: DISCUSSION TOPICS

Presentation Time: 20 Minutes

(Council may elect to provide more or less time)

1. AGENDA SUBJECT

Discussion of proposed amendments to Title 8-14-7 - Grave Decorations

2. EXECUTIVE SUMMARY

A discussion concerning revisions to the grave decoration policy came before the City Council during a Committee of the Whole meeting on January 17, 2024. At that time the Council gave direction to Dave Naylor, the cemetery sexton, and Cory Fralick on the direction they would like the discussion to go. The Council appeared to request (1) that the time period for holiday decorations on graves be no less than ten days, (2) that seasonal allowances be considered during the winter months, and (3) that the experience and consideration of the professional sexton be used in developing the overarching policies.

The proposed revisions to city code delete the decoration specifics from Section 8-14-7. Wording on minimum decorations timeframes surrounding holidays is inserted to allow for a baseline allowance on for holiday decorations. An attached policy is included to cover the decoration specifics. This policy will allow for consistent and clear applications of decoration requirements. The policy is in line with other municipal cemetery regulations across the state.

3. TIME SENSITIVITY / URGENCY

No significant urgency. Winter holidays are coming up. The major summer decoration holidays have passed.

4. FISCAL NOTE

No fiscal impact

5. STAFF ANALYSIS

Policy relating to grave decorations (addressing prohibited items, perishables, location, dimensions, attachments, cleanup, etc.) have been removed from code, and instead established as an administrative document that can be revised as necessary; current and updated versions of the grave decoration policy will be posted for public reference at the cemetery.

6. MAYOR RECOMMENDATION

7. PACKET ATTACHMENT(S)

- A. 8-14-7 Grave Decorations (Redline)
- B. 8-14-7 Grave Decorations (Clean)

- C. Grave Decoration Policy
- D. Minutes from January 17, 2024

8. OTHER INFORMATION

West Jordan Committee of the Whole Meeting

Council Staff Review



Item Name: Grave Decoration Policies for the City Cemetery

Department: Public Services / Parks

Action Needed: Discussion Item; Input requested from Council

ITEM SUMMARY

The Council is being asked to provide feedback on the proposed revisions relating to grave decorations policies for the city cemetery.

POSSIBLE COUNCIL DIRECTION

Council may choose to:

1. Move the item forward to a future Council Meeting for consideration and possible final action;
2. Continue the item for to a future Committee of the Whole meeting;
3. As applicable, refer the item to the Planning Commission, a Council Subcommittee, or an Ad Hoc Committee;
4. Table the item indefinitely;
5. Make requests of Council Staff, Administrative Staff, or the Mayor for information by way of four agreeing Council Members.

BACKGROUND & TIMELINE

Council most recently discussed grave decorations in the [January 17, 2024 Committee of the Whole Meeting](#), and ultimately requested that: 1) the time period for holiday decorations on graves be no less than 10 days, 2) that seasonal allowances be considered during the winter months, and 3) that the experience and consideration of the professional sexton be used in developing the overarching policies.

COUNCIL OFFICE ANALYSIS

Section 8-14-7 of West Jordan Code, as previously written, was four paragraphs in length and has been revised, simplified, and consolidated into a singular paragraph.

Specifications as to type, dimensions, and timing have been removed from code, as the amendment provides authority to the cemetery sexton to revise policy as necessary, prioritizing the safety of the public and city staff.

Regulations for grave decorations will be posted at the cemetery and updated as appropriate and will otherwise allow for holiday decorations to be setup three days prior to and left for seven days following the respective holiday.

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West Jordan Committee of the Whole Meeting

Council Staff Review



This Council Staff Review (CSR) has been created to complement the existing Request for Council Action (RCA) form submitted for the respective item.

While appropriate details may be repeated or referenced within a CSR, please refer to the RCA for department staff analysis and reporting, Planning Commission and/or Mayoral recommendations, fiscal impact, and other helpful information, as appropriate.

1 8-14-7: GRAVE DECORATIONS:

2 Regulations for grave decorations are necessary for the safety of the public and city employees. The
3 cemetery sexton, or other designee, shall adopt policies to address the type of decorations which may
4 be left at the cemetery, the dimensions of said decorations, and the timing during which the decorations
5 may be left. The adopted policy shall be posted at the cemetery. The adopted policy shall allow for
6 holiday decorations to be set up three days prior to a holiday recognized by policy and left up for a
7 minimum of seven days after such holiday. ~~To properly maintain the cemetery and provide public safety~~
8 ~~to the city employees and cemetery visitors, the City sets forth the following grave decoration~~
9 ~~regulations:~~

10 ~~—A.—Approved Types: Living flowers, artificial flowers (including floral pieces), and flags are the only~~
11 ~~approved grave decorations permitted within the cemetery. Glass, including vases, and other containers~~
12 ~~are strictly prohibited and will be removed and disposed of if found. Fencing, dividers, railings, coping,~~
13 ~~hedges, trees, shrubs, embossing or depression, or any other markers to delineate the plot or block's~~
14 ~~corners or boundaries are not permitted, unless approved by the city administrator or designee.~~

15 ~~—B.—Dimensions: Grave decorations shall not exceed eighteen inches (18") in height or extend beyond~~
16 ~~the mandatory six inch (6") mow strip around the headstone.~~

17 ~~—C.—Timing: Subject to the exception herein, artificial flowers may be used only during November~~
18 ~~through March. Notwithstanding these approved months, artificial flowers may be used within the~~
19 ~~cemetery on any state recognized holiday but only if placed within the container or receptacle provided~~
20 ~~in the grave marker. Grave decorations will be removed (i) on the next scheduled Tuesday if there is no~~
21 ~~state recognized holiday within the previous week or week after the placement of the grave~~
22 ~~decorations, (ii) on the second Tuesday following a state recognized holiday, or (iii) when live flowers~~
23 ~~appear dead or floral pieces are past their useful life or otherwise appear unsightly, as determined in the~~
24 ~~sole discretion of the cemetery sexton or assigned designee.~~ (Ord. 17-30, 6-14-2017; amd. Ord. 19-48,
25 12-11-2019, Effective at 12 noon on January 6, 2020; Ord. 22-30, 12-7-2022)

1 8-14-7: GRAVE DECORATIONS:

2 Regulations for grave decorations are necessary for the safety of the public and city employees. The
3 cemetery sexton, or other designee, shall adopt policies to address the type of decorations which may
4 be left at the cemetery, the dimensions of said decorations, and the timing during which the decorations
5 may be left. The adopted policy shall be posted at the cemetery. The adopted policy shall allow for
6 holiday decorations to be set up three days prior to a holiday recognized by policy and left up for a
7 minimum of seven days after such holiday. (Ord. 17-30, 6-14-2017; amd. Ord. 19-48, 12-11-2019,
8 Effective at 12 noon on January 6, 2020; Ord. 22-30, 12-7-2022)

CITY OF WEST JORDAN

GRAVE DECORATION POLICY

To properly maintain the aesthetics of the cemetery and provide public safety to the City employees and cemetery visitors, the City sets forth the following grave decoration policy:

- A. **Prohibited Items:** Glass vases, jars or containers of any kind, solar lights, fencing, dividers, railings, coping, hedges, trellises, shepherd's hooks, rocks, statues, windsocks, chimes, ceramic items, beverage containers, and objects of a similar nature. These items make it difficult to maintain the cemetery grounds and pose safety hazards to visitors, employees, and equipment. Please do not place items of value on graves. The city will not be held liable for stolen or missing items.
- B. **Perishables:** When live flowers appear dead, floral pieces are past their useful life, or perishable items appear unsightly the items will be removed, at the discretion of the cemetery sexton or assigned designee.
- C. **Decoration Location:** Decorations cannot extend beyond the mandatory six-inch (6") mow strip around the headstone between March 1 and November 15.
- D. **Decoration Dimensions:** Potted plants, artificial flowers, or other decorations must be less than twenty four inches (24") in height.
- E. **Attachments:** Any attached fixtures, decorations, or elements that are attached to the headstone or are within the six-inch (6") mow strip that do not comply with this policy will be removed.
- F. **General Decoration Cleanup:** Decorations will be cleaned up every Tuesday other than the exceptions outlined in section (G).
- G. **Holiday Decoration Cleanup:** Potted plants, artificial flowers, and other decorations will be allowed for three days prior to the recognized holidays listed in section (H). Christmas decorations are allowed for the whole month of December and will be removed on the second Tuesday in January.
- H. **Grave Decoration Recognized Holidays:** All state-recognized holidays will be recognized including the following: Valentine's Day, Easter, Mother's Day, Father's Day, and Halloween. Holidays in this section are recognized by the State of Utah as state-recognized holidays and recognized by policy as high-volume cemetery holidays.

Council Member Whitelock asked to move this agenda item to later in the meeting. Hearing no objection, Chair Jacob progressed to Agenda Item 2c.

c. *Discussion regarding Section 8-14-7 Grave Decorations to allow more flexibility to family members as to what can be placed on graves and the length of time items may remain*

Council Member Whitelock informed the Council about concerns from multiple residents regarding the placement and duration of items on graves. Both Council Member Whitelock and Council Member Bloom proposed an amendment to Section 8-14-7, allowing grave decorations from mid-October until the week after Easter to offer residents more flexibility.

Vice Chair Lamb raised concerns about staff having contact information for everyone involved and inquired about the process for contacting family members regarding grave decorations. Council Member Bedore proposed including a requirement for a name and contact information on items placed in the cemetery.

Council Member Green expressed comfort with the proposed timeframe but suggested expanding the types of allowed decorations while maintaining the established 18-inch height restriction.

Parks Division Manager Dave Naylor expressed concern regarding the aesthetics of the cemetery with the proposed six-month period. He received opposite complaints before the current ordinance was in place, and suggested a balance was needed. Council Member Green wanted something that was easy for staff to administer.

The Council and staff discussed possible timeframes. Mr. Naylor believed a one-month period for grave decorations during winter months would probably work. Responding to Council Member Lamb's question about the fate of decorations collected by staff, it was reported they were typically discarded except for those deemed to have value.

Mr. Naylor introduced the new Cemetery Sexton Craig Hudson. City Administrator Korban Lee asked if the Council would be willing to let the Sexton set the clean-up dates, taking the many factors involved into consideration. Mr. Hudson said there was a lot going on in the cemetery year-round, and suggested educating the public was important. He said he believed a strong written policy was important, with flexibility to consider individual situations.

Chair Jacob suggested letting staff draft a policy for Council review. Council Member Whitelock expressed the opinion that the policy should include some definite "guard rails", along with flexibility for the Sexton. Mayor Burton appreciated flexibility for the Sexton to help him be more effective in his job.

Council Member Green mentioned the need for a discussion regarding expanding cemetery space in the near future.

d. *Discussion on the maximum amount of fines for code enforcement violations*