The Regular Meeting of the West Valley City Council will be held on Tuesday, August 23, 2016, at 6:30 PM, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

Posted August 18, 2016 at 10:30 AM

A G E N D A

1. Call to Order

2. Roll Call

3. Opening Ceremony: Councilmember Tom Huynh

4. Special Recognitions

5. Approval of Minutes:

   A. August 16, 2016

6. Awards, Ceremonies and Proclamations:

   A. Proclamation Declaring August 27, 2016 as Lights On After School Day in West Valley City in Support of American Preparatory Academy's Afterschool Programs

7. Comment Period:

(The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to five minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall approach the microphone.

- West Valley City does not discriminate on the basis of race, color, national origin, gender, religion, age or disability in employment or the provision of services.
- If you are planning to attend this public meeting and, due to a disability, need assistance in understanding or participating in the meeting, please notify the City eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required. The person to contact for assistance is Nichole Camac.

All comments shall be directed to the Mayor. No person addressing the City Council during the comment period shall be allowed to comment more than once during that comment period. Speakers should not expect any debate with the Mayor, City Council or City Staff; however, the Mayor, City Council or City Staff may respond within the 30-minute period.)

A. Public Comments

B. City Manager Comments

C. City Council Comments

8. Resolutions:

A. 16-133: Authorize the Execution of a Sponsorship Agreement Between West Valley City and Land O' Frost

B. 16-134: Authorize the Purchase of 250 Sig Sauer P320 Pistols as Single Platform Primary Duty Weapons for the Police Department

9. Consent Agenda:

A. Reso. 16-135: Authorize the City to Accept a Grant of Temporary Construction Easement from Metalfab, Inc. for Property Located at 2453 South 2570 West (Parcel 15-21-403-003)

B. Reso. 16-136: Authorize the City to Accept a Grant of Temporary Construction Easement from VUU Corporation for Property Located at 2644 West 2365 South (Parcel 15-21-254-015)

10. Motion for Executive Session

11. Adjourn

MINUTES OF COUNCIL REGULAR MEETING – AUGUST 23, 2016

THE WEST VALLEY CITY COUNCIL MET IN REGULAR SESSION ON TUESDAY, AUGUST 23, 2016, AT 6:39 P.M. IN THE COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR PRO TEM VINCENT.

THE FOLLOWING MEMBERS WERE PRESENT:

Don Christensen, Councilmember At-Large
Tom Huynh, Councilmember District 1
Steve Buhler, Councilmember District 2
Steve Vincent, Councilmember District 4

ABSENT:

Ron Bigelow, Mayor
Lars Nordfelt, Councilmember At-Large
Karen Lang, Councilmember District 3

STAFF PRESENT:

Paul Isaac, Acting City Manager/ HR Director
Nichole Camac, City Recorder

Eric Bunderson, City Attorney
Jim Welch, Finance Director
Lee Russo, Police Chief
John Evans, Fire Chief
Layne Morris, CPD
Kevin Astill, Parks and Recreation Director
Sam Johnson, Strategic Communications Director
Jake Arslanian, Public Works Department

OPENING CEREMONY

Councilmember Tom Huynh conducted the Opening Ceremony. He requested members of the City Council, City staff, and the audience to rise and recite the Pledge of Allegiance.

APPROVAL OF MINUTES OF REGULAR MEETING HELD AUGUST 16, 2016

The Council considered the Minutes of the Regular Meeting held August 16, 2016. There were no changes, corrections or deletions.

DRAFT

Councilmember Christensen moved to approve the Minutes of the Regular Meeting held August 16, 2016. Councilmember Buhler seconded the motion.

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

PROCLAMATION DECLARING AUGUST 27, 2016 AS LIGHTS ON AFTER SCHOOL DAY IN WEST VALLEY CITY IN SUPPORT OF AMERICAN PREPARATORY ACADEMY'S AFTERSCHOOL PROGRAMS

Councilmember Buhler read the proclamation declaring August 27, 2016 as Lights On After School Day in West Valley City in Support of American Preparatory Academy's Afterschool Programs.

COMMENT PERIOD

A. **PUBLIC COMMENTS**

Paul Nichols, 5329 W 4100 S, stated that he is concerned about traffic along 4100 South. He indicated that he rarely sees an officer on the road and has expressed his concern to the Chief but nothing is being done.

Larry Thorpe, 1966 W Wilson Ave, indicated his comments are regarding conditional use application C-24-2016 that is currently before the Planning Commission. He indicated that the property in question is located at 2455 South 3600 West and is zoned Manufacturing. Mr. Thorpe stated that the property was originally a Mervyn's building but this has been out of business for several years and other businesses have occupied the building. A buffer zone agreement was signed with the original property in the early 1980's that required the property owner to install a landscaping buffer between the property and the residential zone where his parents and many other residents live. Mr. Thorpe stated that Boart Longyear, a mining company, now wants to occupy this property and they are proposing to remove the landscaping buffer. He indicated that this company will turn the property into a junkyard and will remove the trees and greenscape and install asphalt in its place. Mr. Thorpe stated that the neighborhood is strongly opposed to this use and would request that it be denied.

Richard Taylor, 3650 S 3503 W, stated he is looking to promote his book through West Valley resources and will donate all proceeds to West Valley City. He indicated that he had a stroke in the year 2000 and an angel came to him and healed him of it. He wants to reach out to the community and share his message to the people of West Valley.

David Madsen, 6902 W 4065 S, stated that he is a member of the Community Council for Orchard Elementary. He indicated that the parking lot at Orchard

DRAFT

Elementary has been a significant problem but Granite School District has set aside funds to fix this. He indicated that there is a portion of the road that belongs to the City and he has learned that there are funds available to rectify the problem but it cannot be done before the winter. Mr. Madsen stated that it is very important the issue is fixed before it snows because cars get stuck and safety for children becomes a problem.

Amber Johnson, 7116 Lochness Avenue, expressed the same concern at Orchard Elementary. She indicated that it is important the road is fixed before winter.

Scott Johnson, 7116 Lochness Avenue, stated that he too is concerned about road issues at Orchard Elementary. He stated he pushes cars out daily during the winter and wants to ensure children are kept safe.

Terrie Bishop, 3528 Vespa Drive, stated that she would like to express her concern regarding C-27-2016 that is before the Planning Commission. She indicated that Boart Longyear's existing location is covered in weeds, garbage, and is unmaintained. Ms. Bishop stated that it doesn't make sense to remove the landscape buffer and install gravel.

David Thorpe, 2528 S 3460 W, stated that he is also opposed to application C-27-2016. He stated that he is concerned about the nature of the business, the way it operates, and the poor appearance of the existing location.

B. **CITY MANAGER COMMENTS**

Paul Isaac stated that C-27-2016 is scheduled for the Planning Commission meeting of September 14th. He encouraged residents to attend this meeting and express their concerns.

C. **CITY COUNCIL COMMENTS**

Councilmember Christensen clarified the grade change for the road issues at Orchard Elementary.

Councilmember Vincent stated that the Public Works Director, Russ Willardson, is aware of the Orchard Elementary road issue and will hopefully be able to resolve the issue.

RESOLUTION NO. 16-133, AUTHORIZE THE EXECUTION OF A SPONSORSHIP AGREEMENT BETWEEN WEST VALLEY CITY AND LAND O' FROST

Mayor Pro Tem Vincent discussed proposed Resolution No. 16-133 that would authorize the execution of a Sponsorship Agreement between West Valley City and Land O' Frost.

DRAFT

Written information previously provided to the City Council included the following:

Land O' Frost desires to advertise their products by being a sponsor of West Valley City recreation programs. Land O' Frost is willing to pay Parks and Recreation $12,000 in return for having their name on youth sport uniforms and signs.

Land O' Frost is a food distributor to grocery stores. They have chosen to advertise their products across the country by sponsoring local recreational programs. West Valley City is one of their target markets.

Land O' Frost proposes to pay the Parks & Recreation Department $12,000 for a one-year sponsorship of youth recreation programs. In return, Land O' Frost requires the recreation programs to put their name and logo on team uniforms, distribute coupons to the teams, provide a banner that will be displayed at the programs, and promote their company in other ways listed in the contract.

Parks and Recreation often uses sponsorships as a way to offset the cost of programs and keep participation prices affordable. The requests of Land O' Frost are similar to sponsorships that West Valley City has accepted in past years.

Upon inquiry by Mayor Pro Tem Vincent there were no further questions from members of the City Council, and he called for a motion.

Councilmember Huynh moved to approve Resolution No. 16-133 that would authorize the execution of a Sponsorship Agreement between West Valley City and Land O' Frost

Councilmember Christensen seconded the motion.

A roll call vote was taken:

Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Christensen	Yes
Mayor Pro Tem Vincent	Yes

Unanimous.

RESOLUTION NO. 16-134, AUTHORIZE THE PURCHASE OF 250 SIG SAUER P320 PISTOLS AS SINGLE PLATFORM PRIMARY DUTY WEAPONS FOR THE POLICE DEPARTMENT

DRAFT

Mayor Pro Tem Vincent discussed proposed Resolution No. 16-134 that would authorize the purchase of 250 Sig Sauer P320 Pistols as Single Platform Primary Duty Weapons for the Police Department.

Written information previously provided to the City Council included the following:

To improve officer safety the Police Department would like to supply all sworn personnel with a single platform primary duty weapon. The weapon chosen due to its versatility in conforming to a range of hand sizes is the Sig Sauer P320 Pistol. There is a one time cost of $44,697.00 to make this conversion. These funds are available within the Police Department's current training supplies budget.

The Police Department recognizes the need to move all officers to a single platform primary duty weapon to improve officer safety. The Training Section of the Police Department has done significant research into the make, model and caliber of weapon that would meet the Department's needs and has determined that the Sig Sauer P320, 9 mm pistol is that weapon.

The Police Department is also at a point in the hiring process and the regular replacement of current weapons, where the purchase of a significant number of firearms is necessary, making this an opportune time to make this conversion to the Sig Sauer P320.

The Police Department has worked with the regional Sig Sauer representative and with Adamson Police Products to purchase 250 Sig Sauer P320 Pistols for the total price of $44,697.00. This cost is significantly less than the other two bids solicited. The cost includes three ammunition magazines for each weapon and a generous trade-in allowance for the Glock firearms and ammunition magazines currently owned by the Department.

The monies for this purchase have been set aside and are available in the Police Department's training supplies budget. No additional monies from the City are required to complete this purchase.

Currently the Police Department supplies all its sworn personnel with some model of Glock Pistol as their primary duty weapon. Policy also allows officers to purchase a variety of makes and models of handguns of various calibers for use as a primary duty weapon. This means that in a prolonged gun fight, such as an active shooter at a school, officers currently may not be able to share ammunition, magazines, or have the familiarity to be able to pick up and use the weapon of a fallen officer to continue the fight until the threat is abated.

The Sig Sauer P320 Pistol is a 9 mm pistol in which the trigger and actual firing mechanisms can be moved into various gun housings of various grip sizes. This is a

DRAFT

capability unique to this particular weapon and also substantially reduces future costs associated with transitioning frame sizes. The magazines which hold the ammunition can also be used in any of the housings, no matter the grip size.

This versatility alleviates all the concerns regarding sharing ammunition and magazines, and that of familiarity with another officer's weapon, while still comfortably adjusting the grip size of the weapon to the hand of the individual officer. Policy would be changed to reflect the Sig Sauer P320 as the only authorized primary duty weapon.

Councilmember Buhler questioned whether administration approves of this purchase. Mr. Isaac replied yes.

Upon inquiry by Mayor Pro Tem Vincent there were no further questions from members of the City Council, and he called for a motion.

Councilmember Buhler moved to approve Resolution No. 16-134 that would authorize the purchase of 250 Sig Sauer P320 Pistols as Single Platform Primary Duty Weapons for the Police Department.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Christensen	Yes
Mayor Pro Tem Vincent	Yes

Unanimous.

CONSENT AGENDA

A. **RESOLUTION NO. 16-135, AUTHORIZE THE CITY TO ACCEPT A GRANT OF TEMPORARY CONSTRUCTION EASEMENT FROM METALFAB, INC. FOR PROPERTY LOCATED AT 2453 SOUTH 2570 WEST (PARCEL 15-21-403-003)**

Mayor Pro Tem Vincent discussed proposed Resolution No. 16-135 that would authorize the City to accept a Grant of Temporary Construction Easement from Metalfab, Inc. for property located at 2453 South 2570 West (parcel 15-21-403-003).

Written information previously provided to the City Council included the following:

DRAFT

The Metalfab, Inc. property is one of the properties which will be affected and benefitted by construction of the Pole Line Drive Storm Drain Project. This project will pipe open sections of storm drain and upsize existing storm drain piping between 2365 South and SR-201. The Grant of Temporary Construction Easement along the southerly 20 feet of Grantor's property will allow for the regrading of an existing drainage ditch which currently flows to the east, to now flow to the west and into a new storm drain line in 2570 West. The Grant of Temporary Construction Easement will run for a period of six months from the commencement of construction. Compensation for the Grant of Temporary Construction Easement is $875.00 based upon a Compensation Estimate prepared by City staff.

B. **RESOLUTION NO. 16-136, AUTHORIZE THE CITY TO ACCEPT A GRANT OF TEMPORARY CONSTRUCTION EASEMENT FROM VUU CORPORATION FOR PROPERTY LOCATED AT 2644 WEST 2365 SOUTH (PARCEL 15-21-254-015)**

Mayor Pro Tem Vincent discussed proposed Resolution No. 16-136 that would authorize the City to Accept a Grant of Temporary Construction Easement from VUU Corporation for property located at 2644 West 2365 South (parcel 15-21-254-015).

Written information previously provided to the City Council included the following:

The VUU Corporation property is one of the properties which will be affected and benefitted by construction of the Pole Line Drive Storm Drain Project. This project will pipe open sections of storm drain and upsize existing storm drain piping between 2365 South and SR-201. The Grant of Temporary Construction Easement along the Easterly 10 feet of Grantor's property will allow for the removal of existing 36 inn RCP storm drain piping and installation of 42 inch RCP storm drain piping along the easterly 10 feet of Grantor's property. The Grant of Temporary Construction Easement will run for a period of six months from the commencement of construction. Compensation value for the Grant of Temporary Construction Easement was determined to be $150.00 based upon a Compensation Estimate prepared by City staff. However, the owner has declined payment for the Grant of Temporary Construction Easement.

Upon inquiry by Mayor Pro Tem Vincent there were no further questions from members of the City Council, and he called for a motion.

Councilmember Buhler moved to approve Resolution Nos. 16-135 and 16-136 as

DRAFT

presented on the Consent Agenda.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

Mr. Buhler	Yes
Mr. Huynh	Yes
Mr. Christensen	Yes
Mayor Pro Tem Vincent	Yes

Unanimous.

MOTION TO ADJOURN
Upon motion by Councilmember Christensen all voted in favor to adjourn.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE REGULAR MEETING OF TUESDAY, AUGUST 23, 2016, WAS ADJOURNED AT 7:16 P.M. BY MAYOR PRO TEM VINCENT.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the West Valley City Council held Tuesday, August 23, 2016.

_____
Nichole Camac
City Recorder

DRAFT

Brian Masarone
Nominated by Levi Martinez

Brian really went out of his way to teach me the skills I will need to know to succeed at my new position here at WVC. He is great with the public and always goes above and beyond, making sure that they are always happy. He shows great appreciation to his employees as well as the temps that work with us every day. I am making a good transition working here and I owe it all to Brian. He is dedicated to the city and has been for 15 years.

ITEM#: Ord 16-39
FISCAL IMPACT: _____
FUNDING SOURCE: _____
ACCOUNT #: _____
BUDGET OPENING REQ'D

ISSUE:

Application:	Z-8-2016 – Jacketta Rezone
Applicant:	Steve Glezos
Location:	6087 West Parkway Boulevard
Size:	8.25 Acres

SYNOPSIS:

Change the zoning from A-1 (Agriculture, minimum lot size 1 acre) to A (Agriculture, minimum lot size ½ acre)

BACKGROUND:

Steve Glezos, representing the Jacketta and Kearney Families, has requested a zone change for 8.25 acres located at approximately 6087 West Parkway Boulevard. The requested change is from A (Agriculture, minimum lot size 1 acre) to A (Agriculture, minimum lot size ½ acre). Surrounding zones include A-1 and A to the north, east and west and R-1-10 to the south. The subject property is designated as rural residential, which anticipates 1 unit per acre in the West Valley City General Plan.

The applicant has submitted a concept plan which shows the subject property being subdivided into 11 lots with each being over 21,780 square feet in size. According to the conceptual plan, the average lot size has been calculated at 22,876 square feet, which equates to a density of 1.76 units per acre.

For the development agreement, the applicant has indicated that he will follow the City's single family home standards. For reference, some of these standards are summarized below:

- Minimum rambler size: 2,000 square feet with a multi-level size of 3,000 square feet.
- Minimum garage size: 3 car (2 car allowed in certain instances)
- Exterior materials allowed: brick, stone and fiber cement siding
- Further material restrictions: fiber cement siding limited to 75 of exterior
- Minimum roof pitch: 6/12
- Architectural shingles required

RECOMMENDATION:

The Planning Commission approved this application.

SUBMITTED BY:

Steve Lehman
Current Planning Manager

WEST VALLEY CITY, UTAH

ORDINANCE NO. 16-39

Date Adopted: 9/6/2016
Effective Date: 9/9/2016

AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 6087 WEST PARKWAY BOULEVARD FROM ZONE 'A-1' (AGRICULTURE MINIMUM LOT SIZE 1 ACRE) TO 'A' (AGRICULTURE, MINIMUM LOT SIZE ½ ACRE).

WHEREAS, the West Valley City Planning Commission has reviewed and made a recommendation to the City Council concerning the proposed zoning change pursuant to Chapter 9 Title 10 Utah Code Annotated 1953, as amended, and the West Valley City Zoning Ordinance; and

WHEREAS, a public hearing before the City Council of West Valley City was held after being duly advertised as required by law; and

WHEREAS, the City Council of West Valley City finds that such zoning change should be made; and

NOW THEREFORE, BE IT ORDAINED by the City Council of West Valley City, State of Utah:

Section 1. ZONING CHANGE.

The property described in Application Z-8-2016, filed by Steve Glezos and located at approximately 6087 West Parkway Boulevard, is hereby reclassified from Zone 'A-1' (Agriculture, minimum lots size 1 acre) to 'A' (Agriculture, minimum lot size ½ acre), said property being more particularly described as follows:

<u>Parcel #: 14-26-127-027</u>

Beginning West 495.56 feet and South 568.77 feet from the North Quarter Corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence South 03°41'45" East 754.57 feet; thence South 89°55'32" West 453.49 feet; thence North 0°04'54" West 357.58 feet along the West line of Subdivision; thence North 89°55'33" East 190.72 feet; thence North 89°55"06" East 50.0 feet; thence North

0°04’54” West 665.35 feet; thence North 81°51’00” East 148.31 feet; thence South 03°41”45” East 291.29 feet to the point of beginning. (Being part of lot 4, Jacketta Acres 2nd Amended Subdivision)

Parcel #: 14-26-127-010

Lot 1, Jacketta Acres 2nd Amended.

Parcel #: 14-26-127-008

Lot 2, Jacketta Acres 2nd Amended.

Section 2. ZONING MAP AMENDMENT

The West Valley City Zoning Map shall be amended to show the change.

Section 3. The City Recorder is hereby directed to record this Ordinance with the Salt Lake County Recorder’s Office.

Section 4. This Ordinance shall become effective immediately upon posting as required by law.

PASSED AND APPROVED this 6th day of September 2016.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Z-8-2016 MINUTES
WEST VALLEY CITY PLANNING COMMISSION MEETING
JULY 13, 2016

Z-8-2016
West Valley Joint Venture
6087 West Parkway Blvd.
A-1 to A
8.25 Acres

Steve Glezos, representing the Jacketta family, has requested a zone change for 8.25 acres located at approximately 6087 West Parkway Boulevard. The request is to change the zoning from A-1 (Agriculture, minimum lot size of 1 acre) to A (Agriculture, minimum lot size of ½ acre).

The property is bordered by agricultural zoning on the north, east and west. Property to the south is zoned R-1-10 and is part of the Courtney Meadows Phase 2 Subdivision. The subject property is designated as rural residential, which anticipates 2 or fewer units per acre in the West Valley City General Plan.

Development Proposal

The applicant has submitted a concept plan, which staff has included as part of the analysis. The plan shows the subject property being subdivided into 11 lots with each being over 21,780 square feet in size. The concept plan does not include the existing lots on the west side of 6085 West. These lots are currently occupied with single family dwellings. However, the developer wanted to include them in the rezone application in the event they wanted to subdivide them in the future.
According to the conceptual plan, the average lot size has been calculated at 22,876 square feet, which equates to a density of 1.76 units per acre.

As a reminder, the concept plan is provided to give the Planning Commission an idea of the potential number of lots and to show how the property could be developed. Generally speaking, concept plans have not been engineered, meaning that storm drainage, access, topography and utilities have not been accounted for. For this reason, concept plans are subject to change.

Development Agreement

A development agreement is required for this application. Section 7-14-105 (3)(q) of the West Valley City Zoning Ordinance states: "All new subdivisions involving a rezone of property, or a PUD, shall participate in a development agreement that addresses housing size, quality, exterior finish materials, streetscapes, landscaping, etc. The standards outlined in Section 7-14-105 (3)(l)(iii) shall be used as a minimum in all development agreements to address housing quality and exterior finish materials. These standards may be increased for a PUD."

For the development agreement, the applicant has indicated that he will follow the City's single family home standards. For reference, these standards are summarized below:

- Minimum rambler size: 2,000 square feet
- Minimum multi-level size: 3,000 square feet
- Minimum garage size: 3 car (2 car allowed in certain instances)
- Exterior materials allowed: brick, stone and fiber cement siding
- Further material restrictions: fiber cement siding limited to 75 of exterior
- Minimum roof pitch: 6/12
- Minimum number of points required for a rambler from design features list: 250
- Minimum number of points required for a multi-level from design features list: 300
- Architectural shingles required

Staff Alternatives:

1. Approval of the zone change from A-1 to A subject to a development agreement that includes the standards outlined in the ordinance.

2. Continuance, for other reasons determined at the public hearing.

Applicant:
Steve Glezos
West Valley Joint Venture
P.O. Box 571164
Salt Lake City, UT 84130

Discussion: Commissioner Matheson noted that one of the main reasons to change to an Agricultural zone is so animals can be kept on the property, typically horses in this area. Steve Glezos said Mr. Jacketta and his daughter live in adjacent modular homes on the property. The modular homes don't fit in with the long term plan of the property owner. They are being rezoned now. As they vacate, the modular homes will be removed so they are in compliance with the surrounding homes.

Motion: Commissioner Winters moved to approve Z-8-2016.

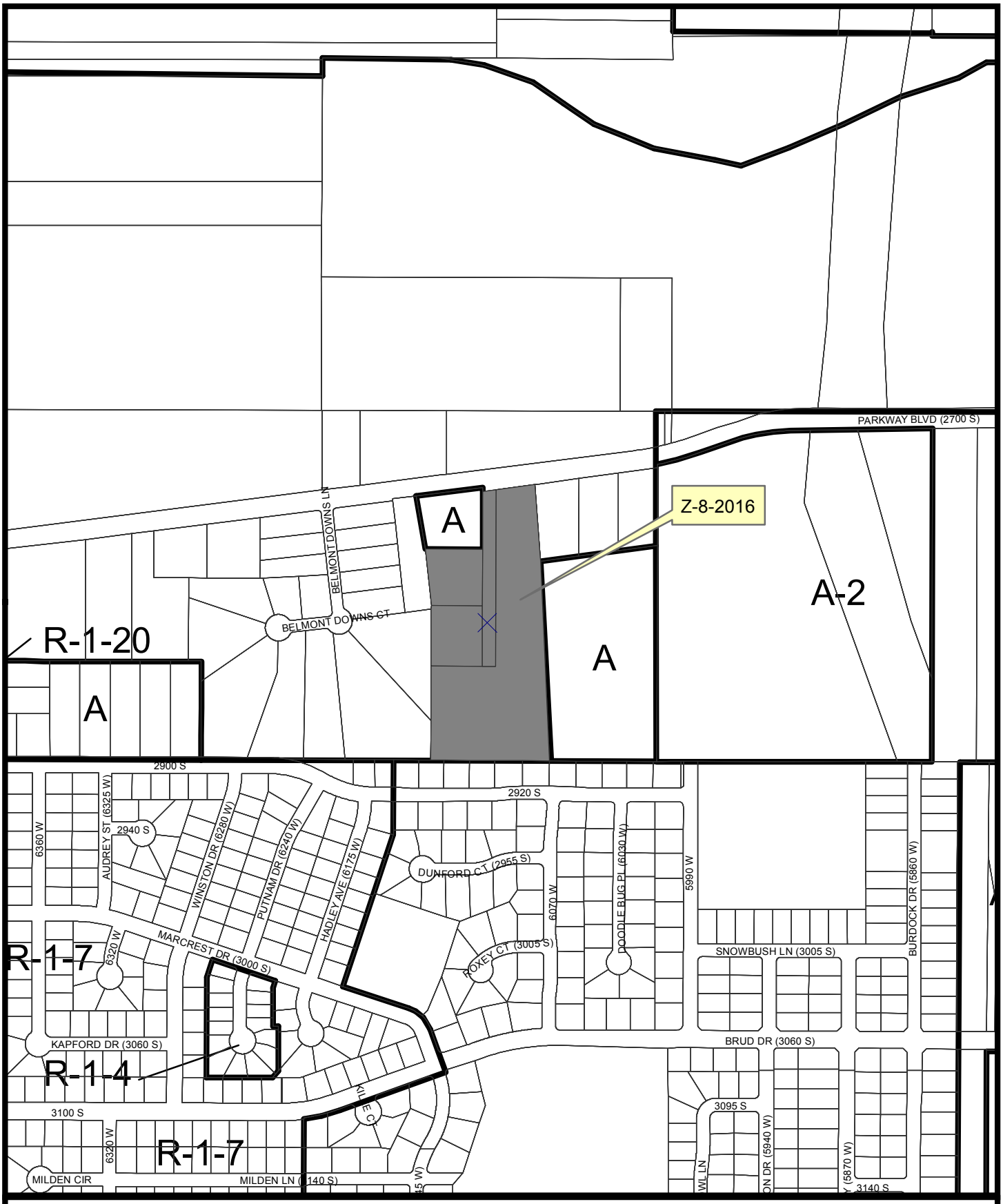
Commissioner Tupou seconded the motion.

Roll call vote:

Commissioner Fuller	Yes
Commissioner Lovato	Yes
Commissioner Matheson	Yes
Commissioner McEwen	Yes
Chair Meaders	Yes
Commissioner Tupou	Yes
Commissioner Winters	Yes

Commissioner Woodruff Yes

Unanimous – Z-8-2016 – Approved



0 250 500 Feet

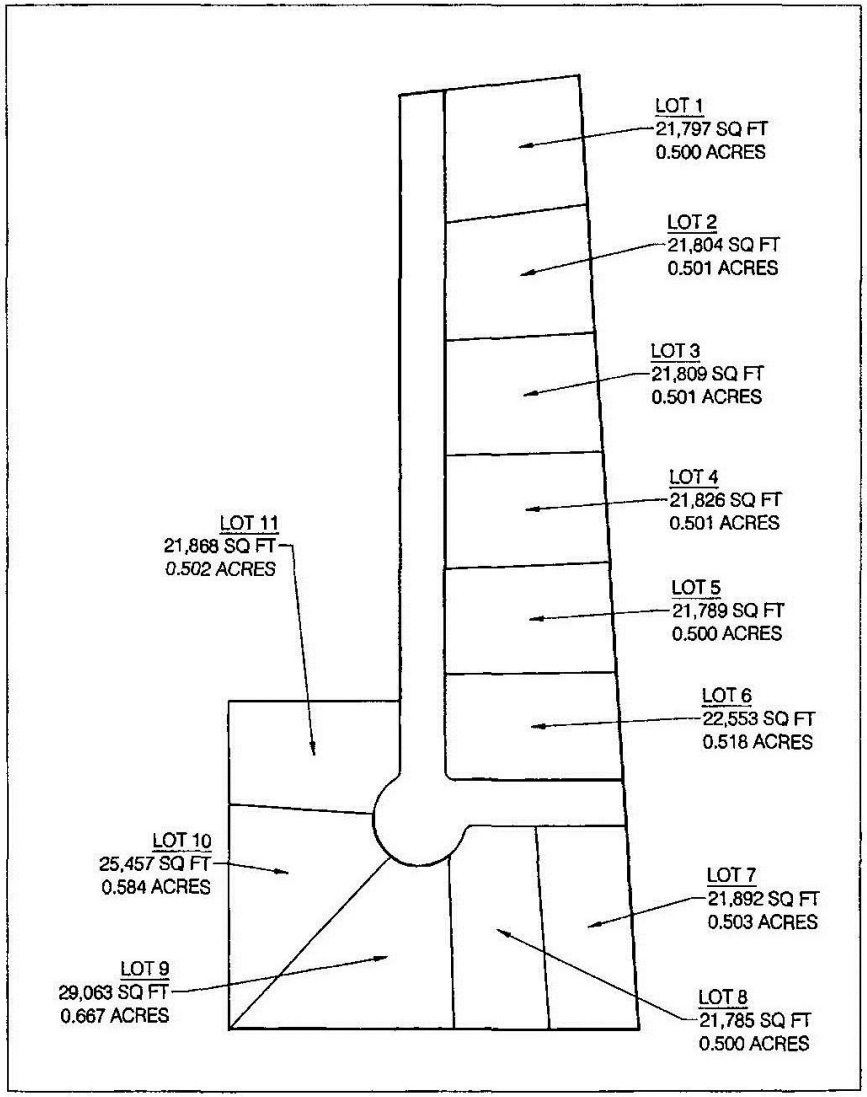
Z-8-2016
Steve Glezos
6085 West Parkway Boulevard

N

Z-8-2016 STEVE GLEZOS, representing the Jacketta family, is requesting a **zone change** for 8.25 acres located at approximately 6085 West Parkway Boulevard. The request is to change the zoning from A-1 (Agriculture, minimum lot size of 1 acre) to A (Agriculture, minimum lot size of ½ acre). (Staff - **Steve Lehman** at 801-963-3311)

Z-8-2016 STEVE GLEZOS, representing the Jacketta family, is requesting a **zone change** for 8.25 acres located at approximately 6085 West Parkway Boulevard. The request is to change the zoning from A-1 (Agriculture, minimum lot size of 1 acre) to A (Agriculture, minimum lot size of ½ acre). (Staff - **Steve Lehman** at 801-963-3311)

Z-8-2016 STEVE GLEZOS, representing the Jacketta family, is requesting a **zone change** for 8.25 acres located at approximately 6085 West Parkway Boulevard. The request is to change the zoning from A-1 (Agriculture, minimum lot size of 1 acre) to A (Agriculture, minimum lot size of ½ acre). (Staff - **Steve Lehman** at 801-963-3311)



JACKETTA ACRES CONCEPT

Z-8-2016 STEVE GLEZOS, representing the Jacketta family, is requesting a **zone change** for 8.25 acres located at approximately 6085 West Parkway Boulevard. The request is to change the zoning from A-1 (Agriculture, minimum lot size of 1 acre) to A (Agriculture, minimum lot size of ½ acre). (Staff - **Steve Lehman** at 801-963-3311)

Item: _____
Fiscal Impact: N/A
Funding Source: N/A
Account #: N/A

Budget Opening Required: ☐

ISSUE:

A resolution authorizing the City to enter into a development agreement with Tony & Karen Jacketta.

SYNOPSIS:

This resolution authorizes a development agreement between the City and Tony & Karen Jacketta to set standards for a new subdivision at 6087 West Parkway Boulevard.

BACKGROUND:

Steve Glezos, representing the Jacketta family, has submitted a rezone application (Z-8-2016) to change 7.25 acres from A-1 (agriculture, minimum lot size 1 acre) to A (agriculture, minimum lot size ½ acre). The proposed use for the subject property will be a new single family home subdivision.

For this development agreement, the applicant has requested to simply follow the latest housing standards as well as the standards found in the A Zone.

RECOMMENDATION:

City staff and the Planning Commission recommend approval to the City Council.

SUBMITTED BY:

Steve Lehman
Current Planning Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH TONY AND KAREN JACKETTA FOR APPROXIMATELY 7.25 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 6087 WEST PARKWAY BOULEVARD.

WHEREAS, Tony and Karen Jacketta (herein and collectively "Developer") own real property within the limits of West Valley City, Utah, on which Developer proposes to develop a single family residential project (herein the "Project"); and

WHEREAS, Developer has voluntarily represented to the West Valley City Council that it will enter into this binding development agreement (herein "Agreement"); and

WHEREAS, Developer is willing to design and develop the Project in a manner that is in harmony with the City's Master Plan and long-range development objectives, and which addresses the more specific planning issues set forth in this Agreement; and

WHEREAS, West Valley City, acting pursuant to its authority under §10-9a-101 *et seq.*, Utah Code Annotated 1953, as amended, and City ordinances and land-use policies, has made certain determinations with respect to the proposed Project, and in the exercise of its legislative discretion, has elected to approve this Agreement; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the Agreement between West Valley City and Developer is hereby approved in substantially the form attached, and that the Mayor and City Manager are hereby authorized to execute said Agreement for and on behalf of the City, upon approval of the final form of the Agreement by the City Attorney's Office.

PASSED, APPROVED and MADE EFFECTIVE this _____day of_____, 2016.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (herein the "Agreement") is entered into this _____ day of _____, 20____, by and between Tony and Karen Jacketta, individuals domiciled in the state of Utah, (herein and collectively "Developer") for the land to be included in or affected by the project located at approximately 6087 West Parkway Boulevard in West Valley City, Utah, and West Valley City, a municipal corporation and political subdivision of the State of Utah (herein the "City").

RECITALS

WHEREAS, Developer owns approximately 7.25 acres of real property located at approximately 6087 West Parkway Boulevard in West Valley City, Utah, as described in Exhibit "A" (the "Property"), on which Developer proposes to establish minimum standards for a new residential development (the "Project"); and

WHEREAS, Developer has voluntarily represented to the West Valley City Council that it will enter into this binding Agreement; and

WHEREAS, Developer is willing to restrict the property in a manner that is in harmony with the objectives of the City's master plan and long-range development objectives, and which addresses the more specific development issues set forth in this Agreement, and is willing to abide by the terms of this Agreement; and

WHEREAS, the City, acting pursuant to its authority under the Utah Municipal Land Use, Development, and Management Act, U.C.A. §10-9a-101, *et seq*., and its ordinances, resolutions, and regulations, and in furtherance of its land-use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Affected Property**. The legal description of the Property contained within the Project boundaries is attached as Exhibit "A." No additional property may be added to or removed from this description for the purposes of this Agreement except by written amendment to this Agreement executed and approved by Developer and the City.

2. **Reserved Legislative Powers**. Nothing in this Agreement shall limit the future exercise of police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land-use plans, policies, ordinances and regulations after the date of this Agreement, provided that the adoption and exercise of such power shall not restrict Developer's vested rights to develop the Project as provided herein. This Agreement is not intended to and does not bind the West Valley City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

3. **Compliance with City Design and Construction Standards**. Developer acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all applicable laws and requirements of the City necessary for development of the Project, including the payment of fees, and compliance with the City's design and construction standards.

4. **Specific Design Conditions**. The Project shall be developed and constructed as set forth in the specific design conditions set forth in Exhibit "B". The Project shall also comply with all requirements set forth in the minutes of the Planning Commission and City Council hearings on this matter.

5. **Agreement to Run With the Land**. This Agreement shall be recorded in the Office of the Salt Lake County Recorder, shall be deemed to run with the Property, and shall encumber the same; and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property.

6. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning also the responsibilities arising hereunder. This restriction on assignment is not intended to prohibit or impede the sale by Developer.

7. **No Joint Venture, Partnership or Third Party Rights**. This Agreement neither creates any joint venture, partnership, undertaking or business arrangement between the parties hereto nor conveys any rights or benefits to third parties, except as expressly provided herein.

8. **Integration. Modification, and Entire Agreement**. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature and may only

be modified by a subsequent writing duly executed and approved by the parties hereto. Exhibits "A" and "B" are hereby incorporated into this Agreement.

9. **Notices.** Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for whom intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as follows:

TO DEVELOPER:	Tony and Karen Jacketta 2794 South 6100 West West Valley City, UT 84128
TO CITY:	West Valley City Wayne Pyle, City Manager 3600 Constitution Blvd. West Valley City, Utah 84119
WITH A COPY TO:	West Valley City Attorney's Office Attn: Brandon Hill 3600 Constitution Blvd. West Valley City, Utah 84119

Any party may change its address by giving written notice to the other party in accordance with the provisions of this section.

10. **Choice of Law and Venue**. Any dispute regarding this Agreement shall be heard and settled under the laws of the State of Utah. Any Utah litigation regarding this Agreement shall be filed in the Third District Court in Salt Lake City, Utah. Any federal litigation regarding this Agreement shall be filed in the United States District Court for the District of Utah in Salt Lake City, Utah.

11. **Court Costs**. In the event of any litigation between the parties arising out of or related to this Agreement, the prevailing party shall be entitled to an award of reasonable court costs, including reasonable attorney's fees.

12. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waivers of any term, condition, or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

APPROVED AS TO FORM
WVC Attorney's Office

By: _____

Date: _____

TONY JACKETTA

_____

State of _____)
:ss
County of _____)

On this _____ day of _____, 2016, personally appeared before me Tony Jacketta, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and affirmed that he executed the foregoing document.

_____
Notary Public

(Additional signature follows)

KAREN JACKETTA

_____

State of _____)
:ss
County of _____)

On this _____ day of _____, 2016, personally appeared before me Karen Jacketta, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and affirmed that she executed the foregoing document.

_____
Notary Public

EXHIBIT A

Legal Description

Parcel #: 14-26-127-027

Beginning West 495.56 feet and South 568.77 feet from the North Quarter Corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence South 03°41'45" East 754.57 feet; thence South 89°55'32" West 453.49 feet; thence North 0°04'54" West 357.58 feet along the West line of Subdivision; thence North 89°55'33" East 190.72 feet; thence North 89°55"06" East 50.0 feet; thence North 0°04'54" West 665.35 feet; thence North 81°51'00" East 148.31 feet; thence South 03°41"45" East 291.29 feet to the point of beginning. (Being part of lot 4, Jacketta Acres 2nd Amended Subdivision)

Parcel #: 14-26-127-010

Lot 1, Jacketta Acres 2nd Amended.

EXHIBIT B

Development Standards

1. All homes shall be built in accordance with the standards outlined in Section 7-14-105 of the West Valley City Zoning Ordinance.

Item: _____
Fiscal Impact: N/A
Funding Source: N/A
Account #: N/A

Budget Opening Required: ☐

ISSUE:

A resolution authorizing the City to enter into a development agreement with Keith & Tonette Kearney.

SYNOPSIS:

This resolution authorizes a development agreement between the City and Keith & Tonette Kearney to set standards for a new subdivision at 6087 West Parkway Boulevard.

BACKGROUND:

Steve Glezos, representing the Kearney family, has submitted a rezone application (Z-8-2016) to change 1.0 acres from A-1 (agriculture, minimum lot size 1 acre) to A (agriculture, minimum lot size ½ acre). The proposed use for the subject property will be a new single family home subdivision.

For this development agreement, the applicant has requested to simply follow the latest housing standards as well as the standards found in the A Zone.

RECOMMENDATION:

City staff and the Planning Commission recommend approval to the City Council.

SUBMITTED BY:

Steve Lehman
Current Planning Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH KEITH AND TONETTE KEARNEY FOR APPROXIMATELY 1 ACRE OF PROPERTY LOCATED AT APPROXIMATELY 2834 SOUTH 6100 WEST.

WHEREAS, Keith and Tonette Kearney (herein and collectively "Developer") own real property within the limits of West Valley City, Utah, on which Developer proposes to develop a single family residential project (herein the "Project"); and

WHEREAS, Developer has voluntarily represented to the West Valley City Council that it will enter into this binding development agreement (herein "Agreement"); and

WHEREAS, Developer is willing to design and develop the Project in a manner that is in harmony with the City's Master Plan and long-range development objectives, and which addresses the more specific planning issues set forth in this Agreement; and

WHEREAS, West Valley City, acting pursuant to its authority under §10-9a-101 *et seq.*, Utah Code Annotated 1953, as amended, and City ordinances and land-use policies, has made certain determinations with respect to the proposed Project, and in the exercise of its legislative discretion, has elected to approve this Agreement; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the Agreement between West Valley City and Developer is hereby approved in substantially the form attached, and that the Mayor and City Manager are hereby authorized to execute said Agreement for and on behalf of the City, upon approval of the final form of the Agreement by the City Attorney's Office.

PASSED, APPROVED and MADE EFFECTIVE this _____day of_____, 2016.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (herein the "Agreement") is entered into this _____ day of _____, 20____, by and between Keith and Tonette Kearney, individuals domiciled in the state of Utah (herein and collectively "Developer"), for the land to be included in or affected by the project located at approximately 2834 South 6100 West in West Valley City, Utah, and West Valley City, a municipal corporation and political subdivision of the State of Utah (herein the "City").

RECITALS

WHEREAS, Developer owns approximately 1 acre of real property located at approximately 2834 South 6100 West in West Valley City, Utah, as described in Exhibit "A" (the "Property"), on which Developer proposes to establish minimum standards for a new residential development (the "Project"); and

WHEREAS, Developer has voluntarily represented to the West Valley City Council that it will enter into this binding Agreement; and

WHEREAS, Developer is willing to restrict the property in a manner that is in harmony with the objectives of the City's master plan and long-range development objectives, and which addresses the more specific development issues set forth in this Agreement, and is willing to abide by the terms of this Agreement; and

WHEREAS, the City, acting pursuant to its authority under the Utah Municipal Land Use, Development, and Management Act, U.C.A. §10-9a-101, *et seq*., and its ordinances, resolutions, and regulations, and in furtherance of its land-use policies, has made certain determinations with respect to the proposed Project, and, in the exercise of its legislative discretion, has elected to approve this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Affected Property**. The legal description of the Property contained within the Project boundaries is attached as Exhibit "A." No additional property may be added to or removed from this description for the purposes of this Agreement except by written amendment to this Agreement executed and approved by Developer and the City.

2. **Reserved Legislative Powers**. Nothing in this Agreement shall limit the future exercise of police power by the City in enacting zoning, subdivision, development, transportation, environmental, open space, and related land-use plans, policies, ordinances and regulations after the date of this Agreement, provided that the adoption and exercise of such power shall not restrict Developer's vested rights to develop the Project as provided herein. This Agreement is not intended to and does not bind the West Valley City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

3. **Compliance with City Design and Construction Standards**. Developer acknowledges and agrees that nothing in this Agreement shall be deemed to relieve it from the obligation to comply with all applicable laws and requirements of the City necessary for development of the Project, including the payment of fees, and compliance with the City's design and construction standards.

4. **Specific Design Conditions**. The Project shall be developed and constructed as set forth in the specific design conditions set forth in Exhibit "B". The Project shall also comply with all requirements set forth in the minutes of the Planning Commission and City Council hearings on this matter.

5. **Agreement to Run With the Land**. This Agreement shall be recorded in the Office of the Salt Lake County Recorder, shall be deemed to run with the Property, and shall encumber the same; and shall be binding on and inure to the benefit of all successors and assigns of Developer in the ownership or development of any portion of the Property.

6. **Assignment.** Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned to any other party, individual or entity without assigning also the responsibilities arising hereunder. This restriction on assignment is not intended to prohibit or impede the sale by Developer.

7. **No Joint Venture, Partnership or Third Party Rights**. This Agreement neither creates any joint venture, partnership, undertaking or business arrangement between the parties hereto nor conveys any rights or benefits to third parties, except as expressly provided herein.

8. **Integration. Modification, and Entire Agreement**. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature and may only

be modified by a subsequent writing duly executed and approved by the parties hereto. Exhibits "A" and "B" are hereby incorporated into this Agreement.

9. **Notices.** Any notices, requests, or demands required or desired to be given hereunder shall be in writing and should be delivered personally to the party for whom intended, or, if mailed by certified mail, return receipt requested, postage prepaid to the parties as follows:

TO DEVELOPER:	Keith and Tonette Kearney 2834 South 6100 West West Valley City, UT 84128
TO CITY:	West Valley City Wayne Pyle, City Manager 3600 Constitution Blvd. West Valley City, Utah 84119
WITH A COPY TO:	West Valley City Attorney's Office Attn: Brandon Hill 3600 Constitution Blvd. West Valley City, Utah 84119

Any party may change its address by giving written notice to the other party in accordance with the provisions of this section.

10. **Choice of Law and Venue**. Any dispute regarding this Agreement shall be heard and settled under the laws of the State of Utah. Any Utah litigation regarding this Agreement shall be filed in the Third District Court in Salt Lake City, Utah. Any federal litigation regarding this Agreement shall be filed in the United States District Court for the District of Utah in Salt Lake City, Utah.

11. **Court Costs**. In the event of any litigation between the parties arising out of or related to this Agreement, the prevailing party shall be entitled to an award of reasonable court costs, including reasonable attorney's fees.

12. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties. One or more waivers of any term, condition, or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provision.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

APPROVED AS TO FORM
WVC Attorney's Office

By: _____

Date: _____

KEITH KEARNEY

_____

State of _____)
:ss
County of _____)

On this _____ day of _____, 2016, personally appeared before me Keith Kearney, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and affirmed that he executed the foregoing document.

_____
Notary Public

(Additional signature follows)

TONETTE KEARNEY

_____

State of _____)
:ss
County of _____)

On this _____ day of _____, 2016, personally appeared before me Tonette Kearney, whose identity is personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and affirmed that she executed the foregoing document.

_____
Notary Public

EXHIBIT A

Legal Description

Parcel #: 14-26-127-008

Lot 2, Jacketta Acres 2nd Amended.

EXHIBIT B

Development Standards

1. All homes shall be built in accordance with the standards outlined in Section 7-14-105 of the West Valley City Zoning Ordinance.

Item: _____
Fiscal Impact: N/A
Funding Source: N/A
Account #: N/A

Budget Opening Required: ☐

ISSUE:
A zone text change to define and create standards for lodging facilities.

SYNOPSIS:
West Valley City staff is recommending a zoning ordinance amendment to define and create standards for lodging facilities. The term "lodging facility" would replace hotel, motel and extended stay hotel.

In 2004, the City adopted the Commercial Design Standards for new commercial development including hospitality. Staff occasionally evaluates recently completed developments to ensure that the City's ordinances are yielding the type of development desired by the City. Upon a recent evaluation of lodging facilities, staff saw significant differences between lodging facilities developed within the City including ones developed under the Commercial Design Standards. The attached spreadsheet details the results of staff's evaluation.

West Valley already has several lodging facilities with little or no amenities and relatively basic architectural design. With the limited amount of commercial ground remaining in the City, staff believes the City should raise the bar on the quality of lodging facilities to encourage higher value commercial development, reduce calls for service and improve the overall quality and appearance of commercial development. With these objectives in mind, staff drafted the proposed ordinance.

The City's General Plan includes the goal to promote high quality commercial development, reinvestment and redevelopment. The proposed ordinance will help the City achieve this goal.

In summary, the proposed ordinance, which is attached, requires:

- a minimum height of 3 stories,
- the use of brick, stone or comparable material whenever stucco or fiber cement siding is used,
- a porte-cochere (a porch large enough for automobiles to pass through),
- at least six amenities from a list of amenities,
- a minimum average room size,
- compliance with the Commercial Design Standards and
- a restroom in each guest room.

If adopted, these standards would apply to all lodging facilities that are new development, redevelopment or retrofits of existing buildings.

RECOMMENDATION:
City staff and the Planning Commission recommend approval of the zone text change.

SUBMITTED BY:
Steve Pastorik, AICP
Assistant CED Director/Planning Director

Name	Address	# of Rooms	Acres	Stories	Materials	Porte-Cochere	Total Bldg Area	Sq. Ft./ Room	Pool	Hot Tub	Fitness Room	Business Center	Airport Shuttle	Meeting Rooms	Common Breakfast Space	Restaurant	Total Assessed Value	Total Assessed Value/Room	# Police Calls for Service	Calls/ Room
Home 2 Suites	4028 W Parkway Blvd	94	2.51	4	Stucco	Yes	47,259	503	Y	Y	Y	Y		Y	Y		$5,511,600	$58,634	40	0.43
TownePlace	5473 W High Market Dr	81	2.04	4	Stone, Stucco	Yes	57,364	708	Y	Y	Y	Y		Y	Y		$6,631,100	$81,865	36	0.44
My Place	3074 S Decker Lake Dr	63	2.11	4	Stone, Fiber Cement	No	31,000	492							Y		Not Available	Not Available	1	*
Staybridge*	3038 S Decker Lake Dr	90	4.03	3	Stone, Stucco	Yes	70,846	787	Y	Y	Y	Y		Y	Y		$13,683,300	$76,018	52	0.58
Holiday Inn Express*	3036 S Decker Lake Dr	90	4.03	3	Brick, Stucco	Yes	70,846	787	Y	y	Y	Y		Y	Y		$13,683,300	$76,018	56	0.62
Embassy Suites	3524 S Market St	162	3.21	7	Laminate, Stucco	Yes	161,519	997	Y	Y	Y	Y		Y	Y	Y	$17,845,300	$110,156	129	0.80
Crystal Inn	2254 W City Center Ct	122	2.75	3	Brick, Stucco	Yes	68,672	563	Y	Y	Y	Y	Y	Y	Y		$7,160,800	$58,695	69	0.57
Country Inn	3422 S Decker Lake Dr	82	2	3	Stucco, Vinyl	No	45,442	554	Y	Y		Y	Y	Y	Y		$4,985,600	$60,800	104	1.27
La Quinta	3540 S 2200 W	59	1.3	3	Stucco	Yes	35,238	597	Y	Y	Y			Y	Y		$2,967,300	$50,293	69	1.17
Sleep Inn	3440 S Decker Lake Dr	74	1.67	2	Stucco	Yes	27,657	374					Y	Y	Y		$3,640,600	$49,197	18	0.24
Value Place	1646 W 3500 S	121	2.28	4	Stone, Stucco	No	52,844	437									$4,589,300	$37,928	348	2.88
Extended Stay America	2310 W City Center Ct	122	3	3	Stucco	No	52,944	434									$5,140,500	$42,135	142	1.16
Comfort Inn/Baymont	2229 W City Center Ct	108	2	4	Stucco	Yes	47,708	442	Y	Y	Y	Y	Y	Y	Y		$4,449,700	$41,201	141	1.31
Total Rooms		1,268																	1205	0.95

*Staybridge and Holiday Inn Express are on the same parcel and the buildings are attached
Police calls are from 2015

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

Draft Date: 8/9/2016

Date Adopted: _____

Date Effective: _____

AN ORDINANCE AMENDING SECTIONS 7-1-103, 7-6-1002, 7-6-1103, 7-6-1204, 7-6-1504, 7-6-1505, 7-6-1702, 7-9-104, 7-9-106, 7-22-304, 17-1-101, 17-12-116, 17-12-117, 17-12-120, 17-23-122, AND 17-29-106 AND ENACTING SECTION 7-14-219 OF THE WEST VALLEY CITY MUNICIPAL CODE TO ESTABLISH A DEFINITION OF AND REGULATIONS FOR LODGING FACILITIES.

WHEREAS, Title 7 of the West Valley City Municipal Code establishes regulations concerning the use and development of land throughout the City; and

WHEREAS, facilities offering lodging services are a critical component of economic development and the promotion and establishment of thriving commercial centers; and

WHEREAS, the development of facilities offering high level lodging services offers substantial value to commercial areas and creates support for other commercial services; and

WHEREAS, lodging facilities without high quality amenities and aesthetics generate large burdens for the City's police force and other emergency services; and

WHEREAS, the City wishes to promote the further development of high quality lodging facilities in the City, both for the redevelopment of existing properties and for new development; and

WHEREAS, the City has a variety of lodging facilities offering few amenities and a need for additional high quality facilities; and

WHEREAS, City data shows that lodging facilities with few amenities and poor aesthetics reduce the value of commercial properties and offer substantially less support to surrounding development; and

WHEREAS, the City's best lodging facilities have made major contributions to the

surrounding commercial and residential developments and have been a significant resource in the City's effort to develop sustainable, high quality commercial, business, and cultural centers; and

WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to amend Sections 7-1-103, 7-6-1002, 7-6-1103, 7-6-1204, 7-6-1504, 7-6-1505, 7-6-1702, 7-9-104, 7-9-106, 7-22-304, 17-1-101, 17-12-116, 17-12-117, 17-12-120, 17-23-122, and 17-29-106 and to enact Section 7-14-219 of the West Valley City Municipal Code;

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

Section 1. Repealer. Any provision of the West Valley City Municipal Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Amendment. Sections 7-1-103, 7-6-1002, 7-6-1103, 7-6-1204, 7-6-1504, 7-6-1505, 7-6-1702, 7-9-104, 7-9-106, 7-22-304, 17-1-101, 17-12-116, 17-12-117, 17-12-120, 17-23-122, and 17-29-106 of the West Valley City Municipal Code are hereby amended as follows:

7-1-103. DEFINITIONS.

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

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

(1) "Accessory Building" means a detached building clearly incidental to and located upon the same lot occupied by a primary building and subordinate in height and area to the primary building, but can be at least 14 feet in height. Also, a building clearly incidental to an agriculture or animal care land use located on a lot in an agricultural zone, which lot meets the minimum lot size for such zone.

(2) "Accessory Use" means a use customarily incidental and subordinate to the primary use

or building and located on the same lot therewith. A use which dominates in area, extent or purpose, the primary use or building shall not be considered an accessory use.

(3) "Agriculture" means land used for the production of food through the tilling of the soil, the raising of crops, horticulture and gardening, but not including the keeping or raising of domestic animals or fowl, except household pets, and not including any agricultural industry or business.

(4) "Agricultural Industry or Business" means the processing of raw food products by packaging, treating and/or intensive feeding. Agricultural industry includes, but is not limited to, animal feed yards, the raising of fur-bearing animals, food packaging and/or processing plants, commercial poultry or egg production, commercial greenhouses, and similar uses as determined by the Planning Commission. For purposes of the Manufacturing M-Zone, agricultural industry does not include a non-animal food processing plant located in a Redevelopment Project Area.

(5) "Airport" means any landing area, runway or other facility designed, used or intended to be used either publicly or by any person or persons for the landing and taking off of aircraft, including all necessary taxiways, aircraft storage and tie-down areas, hangars and other necessary buildings and open spaces.

(6) "Alcohol Establishment" means all licensed businesses involved in the sale, manufacture or distribution of alcoholic beverages for retail or wholesale purposes, excluding off-premises beer retailers.

(7) "Alcoholic Products" means all products that contain at least 63/100 of 1% alcohol by volume or at least 1/2 of 1% alcohol by weight and are obtained by fermentation, infusion, decoction, brewing distillation or any other process that uses any liquid or combination of liquids, whether drinkable or not, to create alcohol in an amount greater than the amount prescribed in this definition. Alcoholic Products do not include common extracts, vinegars, ciders, essences, tinctures, food preparations, or over-the-counter drugs and medicines that otherwise come within the definition.

(8) "Alley" means a public way which generally affords a secondary means of vehicular access to abutting properties and not intended for general traffic circulation.

(9) "Alteration" means a physical change or addition to a site, building, or structure.

(10) “Alternative Financial Service Provider” means Car Title Loan Businesses, Check

Cashing Businesses, Pawnbrokers, Unchartered Financial Service Providers, and any businesses or entities offering similar services.

(11) "Amenity" means an aesthetic, recreation, or service component integrated into a development in order to increase its desirability within a community or its marketability to the public.

(12) "Animal" means any of a kingdom of living being typically differing from plants in capacity for spontaneous movement and rapid motor response to stimulation.

(13) "Animal Training" means the training of two or more animals for remuneration. Animals may be boarded on the premises or transported to the premises for each scheduled training period.

(14) "Applicant" means a person, firm, association, partnership, private corporation, public corporation, or any combination thereof, requesting a modification or approval as required by this Title. An applicant shall be listed as the owner of the property for which the modification or approval is being requested or may be the legally designated agent of the owner.

(15) "Arterial Street, Major" means a street for which the principal function is movement of large volumes of traffic from collector streets. Providing access to abutting land is a secondary function.

(16) "Arterial Street, Minor" means a street for which the principal function is movement of traffic. Providing access to abutting land is a secondary function.

(17) "Attached" means a physical connection between buildings, or parts of buildings, and may consist of either a common wall or an overhead roof structure or canopy which may be either enclosed or unenclosed.

(18) "Automobile Sales and Service" means the sales, repair and maintenance of automobiles and trucks. Such uses may include, but are not limited to, sales lots, body shops, transmission shops, lube centers, tire stores, car washes as a primary use, and auto glass shops, among other things. This definition does not include retail sales of auto parts and supplies where no service or repair is performed on the premises.

(19) "Basement" means a story partly underground. A basement shall be counted as a story for purposes of height measurement if over one-half of its total height is above grade.

(20) "Billboard" means a freestanding, outdoor sign located on industrial, commercial, or residential property if the sign is designed or intended to direct attention to a business, product, or service that is not sold, offered, or existing on the property where the sign is located. "Billboard" includes, where applicable, any sign structure, including any necessary devices, supports, appurtenances, and lighting that is part of or supports an outdoor sign.

(21) "Brew Restaurant" means a business licensed to sell beer for on-premises consumption in connection with a bonafide restaurant where the revenue from the sale of beer is less than 30 percent of the gross dollar volume. A Brew Restaurant is also licensed to brew beer in batch sizes that provide enough beer for the sale and consumption on site in connection with the restaurant, or for retail carry-out sale in containers holding less than 2 liters.

(22) "Brew Restaurant and Liquor Retailer" means a Brew Restaurant that also has a liquor license subject to the applicable provisions of the Alcoholic Beverage Control Act.

(23) "Buildable Area" means that portion of a lot that may be developed after required setbacks are deducted.

(24) "Building" means any structure having a roof supported by columns or walls, for the housing or enclosure of persons, animals or chattels.

(25) "Building Coverage" means the percentage of a lot that is, or may be, covered by buildings.

(26) "Building Height" means the vertical distance from the grade to the highest point of the coping of a flat roof, or to the deck line of a mansard roof, or to a point midway between the lowest part of the eaves or cornice and ridge of a hip roof.

(27) "Building, Primary" means the principal building or one of the principal buildings upon a lot, or the building or one of the principal buildings housing a principal use upon a lot.

(28) "Canopy" means a roofed structure not completely enclosed by walls supported by structural supports extending to the ground directly underneath and providing a protective shield for pedestrian walkways and/or automobiles. This definition does not include carports.

(29) “Car Title Loan” means taking possession of or an interest in an automobile title

in exchange for consideration or extending a loan. This definition includes businesses facilitating car title loans or matching customers with Car Title Loan businesses located elsewhere. This definition does not include a federal or state chartered bank, industrial bank, savings and loan, or credit union.

(30) “Cargo Container” A prefabricated metal structure designed for use as an individual shipping container in accordance with international standards for overseas shipping, or designed to be mounted on a rail car as freight, or designed and built for use as an enclosed truck trailer in accordance with US Department of Transportation standards.

(31) "Carport" means a private garage not completely enclosed by walls or doors supported by structural supports extending to the ground directly underneath the carport.

(32) “Check Cashing” means cashing a check for consideration or extending a Deferred Deposit Loan and shall include any other similar types of businesses, including but not limited to businesses licensed by the State pursuant to the Check Cashing Registration Act. The term Check Cashing shall include neither federal or state chartered banks, industrial banks, savings and loan, and credit unions nor fully automated stand-alone services located inside of an existing building, so long as the automated service incorporates no signage in the windows or outside of the building.

(33) "Church" means a building, together with its accessory buildings and uses, where persons regularly assemble for religious worship, and which buildings, together with its accessory buildings and uses, is maintained and controlled by a non-profit religious body organized to sustain public worship.

(34) "City" means West Valley City.

(35) "City Attorney's Office" means the Law Department of West Valley City.

(36) "City Council" means the City Council of West Valley City.

(37) "City/County Health Department" means the Salt Lake City/County Health Department which is authorized to act as the Health Department for West Valley City.

(38) "City Manager" means the chief executive officer of West Valley City.

(39) "City Recorder" means the West Valley City Recorder.

(40) “Club” License shall mean a license issued pursuant to Chapter 5, Title 32A, UCA as amended and subject to the applicable provisions of the Alcoholic Beverage

Control Act. A Club License means and includes a "Dining Club License," "Equity Club License," "Fraternal Club License," and "Social Club License" as defined herein.

a. Dining Club License shall entitle the licensee to sell and allow the consumption of alcoholic beverages on premises determined by the commission to meet the requirements in Chapter 5, 32A, Section 101(3)(a)(ii)(C) and maintains at least 50% of its total club business from the sale of food, not including: mix for alcoholic beverages or service charges.

b. Equity Club License shall entitle the licensee to sell and allow the consumption of alcoholic beverages on premises that is organized and operated solely for social, recreational, patriotic, or fraternal purposes and:

    i. has members and limits access to a member or a guest of the member

    ii. owns, maintains, or operates a substantial recreational facility in conjunction with a club house such as a golf course or tennis facility; and

    iii. has at least 50% of the total membership having full voting rights and an equal share of the equity of the club or one class of membership with the same.

c. Fraternal Club License shall entitle the licensee to sell and allow the consumption of alcoholic beverages on premises that is organized and operated solely for social, recreational, patriotic, or fraternal purposes and;

    i. has members and limits access to a member or a guest of a member; and

    ii. has no capital stock and exists solely for the benefit of its members and their beneficiaries for a lawful social, intellectual, educational, charitable, benevolent, moral, fraternal, patriotic, or religious purpose carried on through voluntary activity of its members in their local lodges; and

    iii. has a representative form of government and lodge system in which there is a supreme governing body. Local lodges subordinate to the supreme governing body, however designated, may admit members in accordance with the laws of the fraternal. Local lodges are required by the laws of the fraternal to hold regular meetings at least monthly and regularly engage in programs involving member participation to implement the purposes in (c)(ii) of this Section. Local lodges shall own or lease building space for

lodge activities.

d. Social Club License means a license that does not meet the requirements of a Dining Club, Equity Club or Fraternal Club License or seeks to qualify as a Social Club and is approved by the commission as such.

(41) "Collector Street" means a street which carries traffic from minor streets to the arterial street system, including the principal entrance streets of residential developments and the primary circulating streets within such developments.

(42) "Commercial" means any use involving the exchange, buying, or selling of goods or services for gain or economic profit.

(43) "Commercial Complex" means two or more commercial uses, whether on one lot under one ownership or on several adjacent lots under separate ownership, which are dependent on one another to meet minimum standards for parking, vehicular circulation, or landscaping; or which are approved as elements in an overall site plan under a conditional use or subdivision application.

(44) "Community and Economic Development Department" means the Community and Economic Development Department of West Valley City.

(45) "Community Use" means uses which have the primary purpose of serving the educational, recreational, religious, or governmental needs of the community in general. Such uses may include churches, public and private educational institutions, private non-profit recreation grounds, public parks, public buildings, public facilities, cemeteries, and other similar uses. This definition shall not include detention facilities, half-way houses, alcohol rehabilitation centers, and other similar uses, or buildings that provide lodging or serve as a residence in addition to the community use.

(46) “Concert” means an assembly of 125 or more patrons at any given time at a reception center, concert venue, concert hall, dance hall, club licensee or any other location, one-time or recurring, where the predominant purpose is to provide musical performances or any other form of indoor or outdoor public recreation (see definitions) or community event (see definition) for which tickets are sold or entry fees are charged.

(47) “Concert Hall” means any establishment which is not a concert venue but holds events which meet the classification of a concert, possesses the appropriate license and is in compliance with all laws, rules and regulations.

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

(49) "Conditional Use" means a land use that, because of its unique characteristics or potential impact on the municipality, surrounding neighbors, or adjacent land uses, may not be compatible in some areas or may be compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts.

(50) "Conditional Use Permit" means a permit issued by the City outlining the requirements of approval for a conditional use and including written conditions, as well as final, approved development plans, if applicable.

(51) "Condominium" means the ownership of a single unit in a multi-unit project, together with an undivided interest in common in the common areas and facilities of the property. "Condominium" also means "planned unit development" as defined in this Section, except where the context clearly indicates otherwise.

(52) "Consolidated Fee Schedule" means the schedule of fees adopted as Chapter 1-2 of the City Code.

(53) "Convalescent Center" means any commercial establishment where three or more persons suffering from, afflicted with, or convalescing from any infirmity, disease, or ailment are customarily kept, boarded, or housed for remuneration. The term "Convalescent Center" shall include "nursing home," but shall not include hospitals.

(54) "Convenience Store" means any building which contains less than 5,000 square feet of net floor area and which is generally used for the retail sale of prepackaged food, produce and/or other non-food commodities.

(55) "Cul-de-sac" means a minor street with only one outlet and having an appropriate terminal for the safe and convenient reversal of traffic.

(56) "Dairy" means a commercial establishment for the manufacture or processing of dairy products.

(57) “Dance Hall” means a place of assembly, open to the public, where dances, parties, receptions, concerts and other gatherings are held. Dance halls may operate as for-profit or not-for-profit organizations. Dance halls may provide live entertainment, serve alcoholic beverages according to the ABCA and may serve catered meals, provided the owner or operator holds the appropriate licenses and permits.

(58) "Day Care/Preschool Center" means any facility, at a nonresidential location, operated by a person qualified by the State of Utah, which provides children with day care and/or preschool instruction as a commercial business.

(59) "Dedication of Land" refers to land set aside by the subdivider to be used by the public, such land being conveyed to the City.

(60) “Deferred Deposit Loan” means a transaction where:

a. a person presents to a check cashing business a check written on that person’s account; and

b. the check cashing business:

i. provides the maker an amount of money that is equal to the face value of the check less any fee or interest charged for the transaction; and

ii. agrees not to cash the check until a specific date.

(61) "Density" means the number of dwelling units per gross acre of land.

(62) “Detention Facility/Jail” means any facility operated to house offenders in a secure setting for the duration of their confinement; or any facility providing assessment, stabilization and/or treatment services for parole violating offenders and/or non-compliant probationers.

(63) "Development" means any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, or drilling operations.

(64) "Development Agreement" means an agreement negotiated and entered into by the City and a property owner or developer, pursuant to a proposed development within the City, that shall run with the land and be binding on all successors and assigns of the property owner or developer.

(65) "Development Plan" means all plans, studies, plats, statements, reports and information required by applicable provisions of this Title.

(66) "Director of Health" means the legally designated Director of the Salt Lake City/County Health Department or any representative authorized by such official to act in his or her behalf.

(67) "Dwelling" means any building, or portion thereof, which is designed for residential occupancy, except ~~hotels or motels~~ lodging facilities.

(68) "Dwelling, Single-family" means a building arranged or designed to have one dwelling unit for occupancy by one family on one lot.

(69) "Dwelling, Two-family" means a building arranged or designed to be occupied by two families, the structure having only two dwelling units under one ownership, i.e., duplex, on one lot.

(70) "Dwelling, Three-family" means a building arranged or designed to be occupied by three families, the structure having only three dwelling units under one ownership, i.e., triplex, on one lot.

(71) "Dwelling, Four-family" means a building arranged or designed to be occupied by four families, the structure having only four dwelling units under one ownership, i.e., four-plex, on one lot.

(72) "Dwelling, Multiple-family" means a building arranged or designed to be occupied by more than four families on one or more lots.

(73) "Dwelling Group" means a group of two or more dwellings located on a parcel of land in one ownership and having any yard or court in common.

(74) "Dwelling Unit" means one or more rooms connected together in a structure in which doors and hallways provide shared access to common living facilities, which include provisions for sleeping, eating, cooking and sanitation, for not more than one family.

(75) "Easement" means a non-profitable interest in property owned by another that entitles its holder to a specific use on, under, or above said property.

(76) "Elderly Person" means a person who is 60 years of age or older, who desires or needs to live with other, elderly persons in a group setting, but who is capable of living independently.

(77) "Entrance" means the location of ingress to a room, building or lot.

(78) "Exit" means the location of egress from a room, building or lot.

~~(79) "Extended Stay Hotel" means a hotel in which provisions for cooking are made in individual rooms or suites, and in which guests stay for more than 30, but less than 180, days.~~

~~(80)~~ (79) "Family" means:

a. Any number of persons living together in a dwelling unit, sharing common living

facilities, who are related by blood, marriage, or adoption and including up to three additional unrelated adults for which each unrelated person owning or operating a motor vehicle shall have an off-street parking space, meeting all requirements of this Title, in addition to required parking for the dwelling; or

b. One to four unrelated adults living together in a dwelling unit, sharing common living facilities, and sharing possession, use, and responsibility of the entire unit and property associated with that unit, whose relationship is of a continuing nontransient domestic character, living as a single, self-governing housekeeping unit, without extensive supervision or control by a non-resident landlord, innkeeper, or property owner, for which each person owning or operating a motor vehicle shall have an off-street parking space meeting all requirements of this Title.

~~(81)~~ (80) "Fast Food Establishment" means any establishment whose principal business is the sale of foods, frozen desserts or beverages to the customer in a ready-to-consume state and whose principal method of operation includes the following characteristics:

a. Foods, frozen desserts or beverages are usually served in edible containers or in paper, plastic or other disposable containers;

b. The consumption of foods, frozen desserts or beverages is not restricted to tables and counters inside the establishment or on a dining patio immediately adjacent thereto; and

c. The establishment provides drive-in, drive-through and/or walk-up service.

~~(82)~~ (81) "Fence" means solid or open (50 percent or more open) walls, hedges (dense row of shrubs or low trees), trees, beams, wood, metal, vinyl or plastic structures, constructed for the purpose of obscuring the view into the yard, to prevent trespass, or for ornamental or decorative purposes.

~~(83)~~ (82) "Final Plat" means a map of a subdivision, required of all minor subdivisions and major subdivisions prepared for final approval and recordation, which has been accurately surveyed, so that streets, alleys, blocks, lots and other divisions thereof can be identified; such plat being in conformity with the ordinances of the City and Title 57, Utah Code Annotated, 1953, as amended.

~~(84)~~ (83) "Fire Department" means the West Valley City Fire Department.

~~(85)~~ (84) "Flood" or "Flooding" means a general and temporary condition of partial or complete inundation of normally dry land areas from:

a. The overflow of inland or tidal waters; and/or

b. The unusual and rapid accumulation or runoff of surface waters from any source.

~~(86)~~ (85) "Flood Control and Storm Drainage Ordinance" means the West Valley City Flood Control and Storm Drainage Ordinance as presently adopted and amended in the future.

~~(87)~~ (86) "Flood, One Hundred Year" means a flood having a one percent chance of being equaled or exceeded in any given year.

~~(88)~~ (87) "Flood, Ten Year" means a flood having a 10 percent chance of being equaled or exceeded in any given year.

~~(89)~~ (88) "Floodplain, One Hundred Year" means that area adjacent to a drainage channel which may be inundated by a 100 year flood.

~~(90)~~ (89) “Food vending unit” means a unit that is manually pushed (cart) or pulled behind a vehicle (trailer) and is not motorized as to move on its own power, which remains stationary in one location, is temporary in nature and not placed in a permanent way on the property, which is used for the sale of food items for immediate consumption, including non-alcoholic beverages.

~~(91)~~ (90) "Freeway" means a street with fully controlled access designed to link major destination points. A freeway is designed for high speed traffic with a minimum of four travel lanes.

~~(92)~~ (91) "Frontage" means all property fronting on one side of the street between intersecting or intercepting streets, or between a street and a right-of-way, waterway, end of dead-end streets, or political subdivision boundary, measured along the street line. An intercepting street shall determine only the boundary of the frontage on the side of the street which it intercepts.

~~(93)~~ (92) "Garage, Private" means a structure, enclosed by walls and a roof, accessory to a residential dwelling which is intended primarily for the storage of private vehicles belonging to the residents of that dwelling. A private garage may either be attached to or detached from the dwelling. A garage is considered to be attached if the garage and dwelling have a roof or wall in common.

~~(94)~~ (93) "Garage, Public" means a building or portion thereof, other than a private garage designed or used for servicing, repairing, equipping, hiring, selling or storing motor-driven vehicles.

~~(95)~~ (94) “Garden Center” means a place of business where retail and wholesale products and produce are sole to the consumer. These centers, which may include a nursery and/or greenhouses, import most of the items sold, and may include plants, nursery products and stock, potting soil, hardware, power equipment and machinery, hoses, rakes, shovels and other garden variety tools and utensils.

~~(96)~~ (95) "General Plan" means a document that the City has adopted, which sets forth general guidelines for proposed future development of the land within the City, as set forth in State law and City ordinances. The General Plan includes what is also commonly referred to as a "master plan."

~~(97)~~ (96) "Grade" means the natural grade, as established by the elevation of the existing surface of the land prior to commencement of construction of any improvements proposed or any previous site disturbance. Natural grade, when not readily established due to prior modifications in terrain, shall be fixed by reference elevations and slopes at points where the prior disturbance appears to meet the undisturbed portions of the subject property or the adjacent property's natural grade. The estimated natural grade shall tie into the elevation and slopes of adjoining properties without creating a need for retaining walls, or abrupt differences in the visual slope and elevation of the land and not change the direction or flow of runoff water. For the purpose of measuring the height of any building from natural grade, the measurement shall be the vertical distance from natural grade to the highest point of the coping of a flat roof, or to the deck line of a mansard roof, or to a point midway between the lowest part of the eaves or cornice and ridge of a hip roof. This measurement shall occur at any point within the building plane where height occurs. For buildings having no wall adjoining the street, the grade shall be the average level of the ground (finished surface) adjacent to the exterior walls of the building. All walls approximately parallel to and not more than five feet from a street line are to be considered as adjoining a street.

~~(98)~~ (97) "Grading/Site Development Ordinance" means the West Valley City Grading/Site Development Ordinance as presently adopted and as amended in the future.

~~(99)~~ (98) "Home Child Care" means care for children who are non-family members in an occupied dwelling by the resident of that dwelling at least twice a week for more than three children, but fewer than seven children. The total number of children being cared for shall include children under the age of six years residing in the dwelling, who are under the supervision of the provider during the period of time the child care is provided. This definition shall not apply to care being provided strictly to family members. When a caregiver cares for only one child under age two, the group size, at any given time, shall not exceed six, except that one additional school age child may be cared for before and after school hours and on school holidays and during vacation periods; or when a caregiver cares for children who are all two years of age or older, the group's size shall not exceed six, except that two additional children of six years of age or older may be cared for before and after school hours and on school holidays and during vacations.

~~(100)~~ (99) "Home Occupation" means any lawful use conducted within a dwelling and carried on by persons residing in the dwelling unit, which use is clearly incidental and secondary to the use of the dwelling and does not change the residential character. The home occupation typically allows the home to be used for receiving mail and maintaining a business telephone.

~~(101)~~ (100) "Home Preschool" means a preschool program for non-family members in an occupied dwelling, by residents of that dwelling, in which lessons are provided for not more than ten children for each session of instruction. Sessions shall last for not more than four hours and shall not overlap. Individual children may attend only one preschool session in any 24-hour period.

~~(102)~~ (101) "Hospital" means an establishment that offers medical care more intensive than out-patient medical services and offers facilities and beds for use beyond a 24-hour period for individuals requiring diagnosis, treatment or cure for illness, injury, deformity, infirmity, abnormality, disease, or pregnancy and which regularly makes available, among other things, clinical laboratory services, diagnostic X-ray services, and treatment facilities for surgery or obstetrical or other definitive medical treatment of similar extent.

~~(103) "Hotel" means a building designed for or occupied by five or more guests who are for compensation lodged, with or without meals and in which no provision is made for cooking in any individual room or suite.~~

~~(104)~~ (102) "Household Pet" has the meaning set forth in Section 7-2-132 and Section 23-3-107.

~~(105)~~ (103) “Indoor Public Recreation” means a concert, fair, festival, bazaar, athletic contest, or other event held, shown or presented within an indoor structure, which 500 or more patrons may attend, or any event subject to UCA 63C-11-101 et seq. regardless of size.

~~(106)~~ (104) "Instructional Facilities" means facilities used for private commercial instruction in arts, crafts, physical fitness or other skills. Such skills may include, but are not limited to aerobics, ceramics/pottery, dance, gymnastics, martial arts, music or painting.

~~(107)~~ (105) "Intensity" means the concentration of activity, such as a combination of the number of people, cars, visitors, customers, hours of operation, outdoor advertising, etc. Also, the size of buildings or structures, the most intense being higher, longer and/or wider.

~~(108)~~ (106) "Intensive Retail Service" means a use engaged in providing retail sale, rental, service, processing, or repair of items primarily intended for consumer or household use, such as but not limited to the following: groceries, drugs, cards and stationery, notions, books, cosmetics and specialty items, plants, hobby materials, toys, handcrafted items, apparel, photography services, household electronic equipment, sporting equipment, small appliances, art supplies, paint and wallpaper, office supplies, hardware, and garden supplies, and automotive parts and accessories, excluding service and installation.

~~(109)~~ (107) "Junk" means any salvaged, discarded, or scrapped copper, brass, iron, steel, metal, rope, rags, batteries, paper, trash, plastic, rubber, tires, waste, or other articles or materials commonly designated as junk; or dismantled, wrecked or inoperable motor vehicles or parts thereof.

~~(110)~~ (108) "Junk Yard" means the use of any lot, portion of a lot, or tract of land for the sale, storage, keeping, or disassembly of junk or discarded or salvaged material, provided that this definition shall be deemed not to include such uses which are clearly accessory and incidental to any agricultural use permitted in the zone.

~~(111)~~ (109) "Kennel" means any place where 3 or more animals over six months of age

are kept for the primary purpose of sale or for the boarding, care, or breeding of which a fee is charged or paid.

~~(112)~~ (110) "Kennel, Sportsman's" means a kennel for the keeping of three to five dogs for noncommercial use which is located on a lot of at least one acre.

~~(113)~~ (111) "Landscaping" means the improvement of property through the addition of plants and the eradication of weeds and other deleterious material. Landscaping includes trees and may also include a combination of shrubbery, lawn, and vegetative or non-vegetative permeable groundcover. These may be further complemented with earth berms, walls and fences, all harmoniously combined to produce an aesthetic effect appropriate for the intended use. Landscaping may be designed to enhance and preserve natural features of a site, to make land more attractive for residential or other uses, to screen unattractive uses, or to act as buffers to visually separate different types of uses.

~~(114)~~ (112) "Less Intensive Retail Service" means, as used with respect to parking requirements, a retail sales use having more than 75 percent of the gross floor area used for display, sales, and related storage of bulky commodities, including furniture and large appliances, lumber and building materials, carpeting and floor covering, air conditioning and heating equipment, and similar goods, which uses have demonstrated low parking demand generation per square foot of gross floor area.

~~(115)~~ (113) “Light Industrial” means the indoor manufacturing, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, and packaging of such products, and incidental storage, sales, and distribution of such products, which does not produce noise, odors, vibration, hazardous waste materials, or particulate that will disturb or endanger neighboring properties.

(114) “Lodging Facility” means any establishment outside a single family residential zone or the RM zone where lodging or overnight accommodations are offered, with or without compensation.

~~(116)~~ (115) "Lot" means an individually described plot of land occupied, or capable of being occupied, by one building or group of buildings, together with such yards, open spaces and yard areas as are required by this Title and the Subdivision Ordinance, and having full frontage on and unrestricted access to a dedicated street.

~~(117)~~ (116) "Lot, Corner" means a lot abutting on two intersecting or intercepting streets, where the interior angle of intersection or interception does not exceed 135 degrees.

~~(118)~~ (117) "Lot, Interior" means a lot other than a corner lot.

~~(119)~~ (118) "Lot Line Adjustment" in a subdivision means the relocation of the property boundary line between two adjoining lots with the consent of the owners of record, as long as no new dwelling lot or housing unit results from the relocation.

~~(120)~~ (119) "Lot Split" shall refer to the division of a property which may be divided into no more than two legal size lots.

~~(121)~~ (120) "Lot Width" means the distance between the side lot lines measured along a straight line at the minimum required front setback. The width of a corner lot is the lesser of the two distances from the abutting streets to the interior lot lines opposite those streets.

~~(122)~~ (121) "Major Street Plan" means the plan which defines the future alignments of streets and their rights-of-way, including maps or reports or both, which has been approved by the Planning Commission and City Council as provided in Title 10, Chapter 9, Sections 23 and 25, Utah Code Annotated 1953, as amended.

~~(123)~~ (122) "Manufacturer of Alcoholic Products" means to distill, brew, rectify, mix, compound, process, ferment or otherwise make an Alcoholic Product for personal use or for sale or distribution to others, except Brew Restaurants, Brew Restaurant and Liquor Retailers, and Small Brewers.

~~(124)~~ (123) "Minor Street" means a street for which the principal function is access to abutting land. Traffic movement is a secondary function.

~~(125)~~ (124) “Mobile food vending vehicle” means a fully enclosed motorized vehicle mounted food service establishment operated by a vendor standing within the frame of the vehicle which is used for the sale of food items for immediate consumption, including non-alcoholic beverages. This vehicle must move on its own power and is not manually pushed, pulled or towed by another vehicle.

~~(126)~~ (125) "Mobile Home" means a structure that is transportable in one or more sections, built on a permanent chassis and designed to be used without a permanent foundation when connected to the required utilities. It does not include recreational vehicles or travel trailers.

~~(127)~~ (126) "Mobile Home Park" means any plot of ground upon which two or more mobile homes, occupied for dwelling or sleeping purposes, are located, regardless of whether or not a charge is made for such accommodation.

~~(128)~~ (127) "Mobile Home Space" means a plot of ground within a mobile home park which is designed for the accommodation of one mobile home.

~~(129)~~ (128) "Mobile Home Stand" means that part of a mobile home space which has been reserved for the placement of one mobile home with appurtenant structures or additions.

~~(130)~~ (129) "Mobile Home Subdivision" means a residential subdivision designed for the express purpose of offering lots under separate ownership for the placement of mobile homes.

~~(131)~~ (130) "Motorized outdoor recreation equipment" means motorized equipment, or equipment commonly using a motor, used in off road/recreational activities. This includes but is not limited to: boat, snowmobile, race car, dune buggy, ATV, water craft, off road motorcycle, etc.

~~(132)~~ (131) "Natural Drainage Course" means any natural watercourse which is open continuously for flow of water in a definite direction or course.

~~(133)~~ (132) "Natural Waterways" means those areas varying in width along streams, creeks, gullies, springs or washes which are natural drainage channels and in which areas no buildings shall be constructed.

~~(134)~~ (133) “Neighborhood Grocery” means a retail establishment with 5,000 square feet or less which offers the consumer food and other household products. Neighborhood markets may include in-store bakeries, fresh meat counters, and fresh produce, among other things. Neighborhood markets shall not include motor fuel sales.

~~(135)~~ (134) "Neighborhood Service Establishment" means low impact retail and service uses which supply necessities that usually require frequent purchasing with a minimum of consumer travel. Such uses may include, but are not limited to, bakery, bookstore, dry cleaning, hair styling shops, ice cream shop, coin laundry, medical/dental clinics, pet shop, pharmacy, photography supply, shoe repair, tailor and the like.

~~(136)~~ (135) "Nonconforming Structure" means a structure that:

a. Legally existed before its current zoning designation; and

b. Because of subsequent zoning changes, does not conform to the zoning regulation's setback, height restrictions, or other regulations that govern the structure.

~~(137)~~ (136) "Nonconforming Use" means a use of land that:

a. Legally existed before its current zoning designation;

b. Has been maintained continuously since the time the zoning regulation governing the land changed; and

c. Because of subsequent zoning changes, does not conform to the zoning regulations that now govern the land.

~~(138)~~ (137) "Official Map" means the public street map adopted by the City Council as provided in Title 10, Chapter 9, Sections 23 through 25, Utah Code Annotated 1953, as amended.

~~(139)~~ (138) "Off-Premises Beer Retailer" means a licensed place of business wherein beer is sold in original containers to be consumed off the premises in accordance with the Alcoholic Beverage Control Act and the West Valley City Code.

~~(140)~~ (139) "Open Storage" means storage of materials, debris, salvage, equipment, or vehicles in a space open to the sky.

~~(141)~~ (140) “Outdoor Public Recreation” means:

a. A concert, fair, festival, bazaar, athletic contest, or other similar event held out of doors, which 1,500 or more patrons may attend, or

b. Any racing event involving motorized vehicles, regardless of the number of patrons, or

c. Any event subject to UCA 63C-11-101 et seq. regardless of size.

~~(142)~~ (141) "Outdoor Recreation" means recreation uses which customarily occur in an outdoor, unenclosed area, and which may be commercial or noncommercial in nature. Such uses may include golf courses, equestrian trails and facilities, campgrounds, automobile or motorcycle racetracks, rodeo grounds, and other similar uses.

~~(143)~~ (142) "Overpressure" means a sudden increase in air pressure resulting from an above-ground explosion, traveling at the speed of sound, which may cause damage to buildings or structures in its path. Effects of overpressure would generally be reduced as distance from the source increases.

621 ~~(144)~~ (143) "Owner" means the owner in fee simple of real property as shown in the
622 records of the Salt Lake County Recorder's Office and includes the plural as well as the
623 singular, and may mean either a natural person, firm, association, partnership, private
624 corporation, public or quasi-public corporation, or any combination thereof.
625 ~~(145)~~ (144) "Package Agency" means a retail liquor location operated under a contractual
626 agreement with the Utah State Department of Alcoholic Beverage Control by a person
627 other than the State who is authorized to sell package liquor for consumption off the
628 premises of the Agency. Package agencies are generally operated as an accessory use to
629 a restaurant, dining, or social club.
630 ~~(146)~~ (145) "Parcel of Land" means a contiguous quantity of land, in the possession of, or
631 owned by, or recorded as the property of, the same owner.
632 ~~(147)~~ (146) "Parking Lot" means an open area, other than a street, used for parking of
633 five or more automobiles and available for public use, whether free, for compensation, or
634 as an accommodation for clients or customers.
635 ~~(148)~~ (147) "Parking Space" means a space within a building, lot or parking lot for the
636 parking or storage of one automobile, recreation vehicle or motorized outdoor recreation
637 equipment unit.
638 ~~(149)~~ (148) “Patio Cover” means a single-story shade structure covering a patio or deck
639 area consisting of a solid or open roof, open sides, and structural supports, attached to or
640 detached from the primary dwelling, which is used only for recreational, outdoor
641 purposes and which is not used as a carport, garage, storage room, or habitable living
642 space.
643 ~~(150)~~ (149) "Pawnbroker" means any person who loans money on deposit of personal
644 property or deals in the purchase, exchange or possession of personal property on
645 condition of selling the same back again to the pledgor or depositor, or who loans or
646 advances money on personal property by taking chattel mortgage security thereon and
647 takes or receives such personal property into his possession, and who sells the
648 unredeemed pledges, together with such new merchandise as will facilitate the sale of
649 same.
650 ~~(151)~~ (150) "Permanent Cosmetics" means a mark or design made on or under the skin
651 by a process of pricking or ingraining an indelible pigment, dye, or ink in the skin for

652 masking discolorations or cosmetically enhancing facial features which shall follow the
653 natural line of the feature and shall be limited to eyeliner, eyebrows or lip coloring
654 procedures only.
655 ~~(152)~~ (151) "Permanent Cosmetic Establishment" means an establishment engaging in
656 permanent cosmetics as a secondary use to an establishment employing
657 Cosmetologist/Barber(s), Esthetician(s), Electrologist(s), or Nail Technician(s) licensed
658 by the State under 58-11a-101, et seq., Utah Code Annotated 1953 as amended,
659 excluding tattoo establishments and home occupations.
660 ~~(153)~~ (152) "Permitted Use" means a specific use authorized in a particular zone which
661 does not require Planning Commission review and approval.
662 ~~(154)~~ (153) "Person" means any individual, firm, trust, partnership, public or private
663 association or corporation.
664 ~~(155)~~ (154) "Planned Unit Development" means an integrated design for development of
665 residential, commercial or industrial uses, or combination of such uses, in which one or
666 more of the regulations, other than use regulations, of the District in which the
667 development is to be situated, is waived or varied to allow flexibility and initiative in site
668 and building design and location in accordance with an approved plan and imposed
669 general requirements as specified in this Title. A planned unit development may be:
670 a. The development of compatible land uses arranged in such a way
671 as to provide desirable living environments that may include
672 private and common open spaces for recreation, circulation and/or
673 aesthetic uses;
674 b. The conservation or development of desirable amenities not
675 otherwise possible by typical development standards; and
676 c. The creation of areas for multiple use that are of benefit to the
677 neighborhood.
678 ~~(156)~~ (155) "Planning Commission" means the West Valley City Planning Commission.
679 ~~(157)~~ (156) "Preliminary Plat" means the initial map of a proposed land division or
680 subdivision required only for major subdivisions.
681 ~~(158)~~ (157) "Primary Use" means the principal use for which a property may be utilized
682 as allowed by this Title. A building which houses a primary use is considered to be the

primary building.

~~(159)~~ (158) "Private Nonprofit Recreational Grounds and Facilities" means nonprofit recreational grounds and facilities operated by an association incorporated under the provisions of the Utah Nonprofit Corporation and Cooperation Act or a corporation sole.

~~(160)~~ (159) "Protection Strip" means a strip of land bordering a subdivision, or a street within a subdivision, which serves to bar access of adjacent property owners to required public improvements installed within the subdivision until such time as the adjacent owners share in the cost of such improvements.

~~(161)~~ (160) "Public Park" means a park, playground, swimming pool, golf course or athletic field within the City, which is under the control, operation or management of the State, a State agency, the County or West Valley City.

~~(162)~~ (161) "Public Utility" means every common carrier, gas corporation, electrical corporation, wholesale electrical cooperative, telephone corporation, telegraph corporation, water cooperation, sewerage corporation, heat corporation, or independent energy producer where a service is performed for, or a commodity delivered to the public generally.

~~(163)~~ (162) "Public Way" means any road, street, alley, lane, court, place, viaduct, tunnel, culvert or bridge laid out or erected as such by the public, or dedicated or abandoned to the public, or made such in any action by the subdivision of real property, and includes the entire area within the right-of-way.

~~(164)~~ (163) "Public Works Department" means the Public Works Department of West Valley City.

~~(165)~~ (164) "Reasonable Notice" means notice that meets the following requirements:

a. Posted notice of the hearing or meeting in at least three public places within the City and published notice of the hearing or meeting in a newspaper of general circulation in the City; or
b. Actual notice of the hearing or meeting.

~~(166)~~ (165) “Reception Center” means building, together with its accessory buildings and uses, which is a place of assembly with the predominant purpose of hosting single events or a series of events, either of which is not to exceed a seventy-two (72) hour period,

occurring alone or as part of another activity or business, to which the public is invited or, upon payment of an admission charge, is permitted to watch, listen, or participate, or which is conducted for the purpose of holding the attention of, gaining the attention of, diverting the attention of, or amusing guests or patrons, including:

a. presentations by single or multiple performers, such as a hypnotist, pantomime, comedian, musical song or dance act, play, concert, any type of contest, sporting event, exhibition, carnival, rodeo or circus act, athletic competition, demonstration of talent, show, review, or any other similar activity which may be attended by members of the public;

b. dancing to live or recorded music;

c. the presentation of recorded music played on equipment by a person commonly known as a “DJ” or “disk jockey;” or

d. any other event promoted by a bona fide incorporated association, non-profit organization, corporation, church, or political organization, recognized subordinate lodge, chapter, or public fairs, stock and other animal shows, celebrations, fiestas, occasional athletic contests and similar events. Public, private and charter schools are exempt from this section.

~~(167)~~ (166) "Recreation, Commercial" means recreational facilities operated as a business and open to the general public for a fee, such as golf driving ranges and baseball batting ranges.

~~(168)~~ (167) "Recreation Vehicle" means any vehicle which is designed to be transported on its own wheels and is intended to be used as temporary living quarters for travel, recreation or vacation purposes. Recreation vehicles may or may not include one or all of the accommodations and facilities provided in a mobile home. This term shall include the terms "vacation vehicle," "truck-camper," "tent-trailer," "motor home," or "travel

745 trailer."

746 ~~(169)~~ (168) "Recreational Facility Beer Retailer" means a business licensed to sell beer
747 and permit consumption thereof at recreation facilities, excluding public parks. Under
748 this license, no beer is sold in the original containers, but must first be emptied into
749 suitable temporary containers. All sales and deliveries are made directly to the ultimate
750 consumer. Beer is not permitted, or consumed, except that which is purchased on the
751 licensed premises.

752 ~~(170)~~ (169) “Regional Shopping Mall” means a shopping center with three or more
753 department stores, a combined building size over 500,000 square feet and a minimum site
754 area of 50 acres.

755 ~~(171)~~ (170) "Religious Institution" means a building which is used primarily for religious
756 worship and related religious activities.

757 ~~(172)~~ (171) "Reservation of Land" refers to land set aside for public use within a
758 subdivision, such land to be developed and maintained by the subdivider or by the
759 residents of the subdivision.

760 ~~(173)~~ (172) "Residence" means a permanent domicile or dwelling place, abode, or
761 habitation that is intended as a primary home or dwelling, as opposed to a place of
762 temporary, limited, or transient visit.

763 ~~(174)~~ (173) "Residential Facility for Elderly Persons" means a single family or multiple
764 family dwelling unit that is owned by one of the residents, an immediate family member
765 of one of the residents, or is a facility for which the title has been placed in trust for a
766 resident, which complies with all existing land use ordinances and is occupied on a 24
767 hour per day basis by eight or fewer elderly persons in a family-type arrangement.

768 ~~(175)~~ (174) "Restaurant" means any place of business where the predominant purpose is
769 the preparation of food and drinks which are served and offered for sale or sold for
770 human consumption on or off the premises at a facility which may be equipped to offer
771 supplemental entertainment.

772 ~~(176)~~ (175) "Restaurant Liquor Retailer" means a restaurant that maintains a liquor
773 license subject to the applicable provisions of the Alcoholic Beverage Control Act.

774 ~~(177)~~ (176) "Restaurant On-Premises Beer Retailer" means a licensed place of business
775 in connection with a bona fide restaurant wherein beer is sold for consumption on the

776 premises provided that the sale of beer is less than 30 percent of the gross dollar volume
777 in accordance with the Alcoholic Beverage Control Act and the West Valley City Code.
778 ~~(178)~~ (177) "Right-of-way" means a public or private strip of land used or intended to be
779 used for a street, sidewalk, sanitary or storm sewer, drainage, or other use.
780 ~~(179)~~ (178) "Sanitary Landfill" means a land disposal site where solid waste is disposed
781 of using sanitary landfilling techniques including, but not limited to, an engineered
782 method of disposing of solid waste on land in a manner that does not create a nuisance or
783 health hazard and that protects the environment by spreading the waste in thin layers,
784 compacting it to the smallest practical volume, confining it to the smallest practical area
785 and covering it with soil by the end of each working day, or as often as may be directed
786 by the Board of Health.
787 ~~(180)~~ (179) "Schematic Plan" means a sketch prior to the preliminary plat for major
788 subdivisions or prior to final plat in the case of minor subdivisions to enable the
789 subdivider to save time and expense in reaching general agreement with the Planning and
790 Zoning Division as to the form of the plat and the objectives of these regulations.
791 ~~(181)~~ (180) "School" means:
792 a. An institution recognized as satisfying the
793 requirements of public education and having
794 an academic curriculum similar to that
795 ordinarily given in public schools. This
796 definition does not apply to home
797 occupations represented as schools, i.e.,
798 dance, music, crafts, child nurseries, etc.
799 b. For purposes of sexually-oriented
800 businesses, "school" means an institution of
801 learning or instruction primarily catering to
802 minors, whether public or private, who is
803 licensed as such a facility by either the City
804 or the State. This definition shall include,
805 but not be limited to, preschools,
806 kindergartens, elementary schools, junior

high schools, middle high schools, senior high schools, or any special institution of learning under the jurisdiction of the State Department of Education, but not including trade schools, charm schools, dancing schools, music schools or similar limited schools, nor public or private universities or colleges.

~~(182)~~ (181) "Secondhand Store" means any location of a store, office or place of business which is engaged in the purchase, barter, exchange or sale of any secondhand merchandise of value or in the business of dealing in secondhand goods. Secondhand store shall not be meant to include a place of business dealing in the purchase, barter, exchange or sale of used motor vehicles and trailers, but shall include any business which buys or sells five or more firearms per year.

~~(183)~~ (182) "Shopping Center" means a group of architecturally unified commercial establishments built on a site which is planned, developed, owned and managed as an operating unit.

~~(184)~~ (183) "Sidewalk" means a passageway for pedestrians, excluding motor vehicles.

~~(185)~~ (184) "Site Plan" means a plan of existing or proposed development which graphically shows existing and proposed topography, buildings, structures, landscaping, streets, property lines, essential dimensions, and any other information deemed necessary by the City.

~~(186)~~ (185) "Small Brewer" means a Brew Restaurant with or without a liquor license which in addition to retail sale and on-site consumption in connection with a restaurant, markets beer wholesale in an amount not to exceed (60,000) barrels per year where revenue from the sale of beer is less than 30 percent of the gross dollar volume of the business, including what is commonly known as a microbrewery.

~~(187)~~ (186) "Sound Wall" means a concrete or masonry wall constructed adjacent to a major arterial street or freeway for the purpose of creating a noise and access barrier. A sound wall may exceed the six-foot height limitations found in Section 7-2-118.

~~(188)~~ (187) "Special District" means all entities established under the authority of Title

838 17A and any other governmental or quasi-governmental entity that is not a county,
839 municipality, school district, or unit of the State.
840 ~~(189)~~ (188) "Stable, Private" means a detached accessory building for the keeping of
841 horses owned by the occupants of the premises and not kept for remuneration, hire or
842 sale.
843 ~~(190)~~ (189) "Stable, Public" means a stable other than a private stable.
844 ~~(191)~~ (190) "State Store" means an outlet for the sale of package liquor located on
845 premises owned or leased by the State of Utah and operated by State Employees. This
846 term does not apply to restaurants, club licensees, or package agencies.
847 ~~(192)~~ (191) "Story" means the space within a building having clear headroom of seven
848 feet or over; on a second floor, all finished or unfinished space having clear headroom of
849 seven feet or over for a minimum horizontal distance of eight feet.
850 ~~(193)~~ (192) "Story, Half" means a story with at least two of its opposite sides situated in a
851 sloping roof, the floor area of which does not exceed two-thirds of the floor immediately
852 below it.
853 ~~(194)~~ (193) "Street" means public rights-of-way, including highways, avenues,
854 boulevards, parkways, roads, lanes, walks, alleys, viaducts, subways, tunnels, bridges,
855 public easements, and other ways.
856 ~~(195)~~ (194) "Structure" means anything constructed or erected on or below the ground,
857 including signs and billboards, but not including fences or walls used as fences which are
858 six feet or less in height.
859 ~~(196)~~ (195) "Structural Alterations" means any change in supporting members of a
860 building or structure, such as bearing walls, columns, beams or girders.
861 ~~(197)~~ (196) "Studios" means a facility used for the instruction of specialized talents and
862 skills.
863 ~~(198)~~ (197) "Subdivider" means the owner of the real property proposed to be
864 subdivided, including any successors or assigns.
865 ~~(199)~~ (198) "Subdivision" means:
866 a. any land that is divided, re-subdivided or proposed to be divided into two or
867 more lots, parcels, sites, units, plots, or other division of land for the purpose,
868 whether immediate or future, for offer, sale, lease, or development either on

the installment plan or upon any and all other plans, terms, and conditions.

b. "Subdivision" includes:

i. The division or development of land whether by deed, metes and bounds description, devise and testacy, lease, map, plat or other recorded instrument; and

ii. Except as otherwise provided in this subsection, divisions of land for all residential and nonresidential uses, including land used or to be used for commercial, agricultural, and industrial purposes.

c. "Subdivision" does not include:

i. A bona fide division or partition of agricultural land for the purpose of joining one of the resulting separate parcels to a contiguous parcel of unsubdivided agricultural land, if neither the resulting combined parcel nor the parcel remaining from the division or partition violates an applicable zoning ordinance;

ii. A recorded agreement between owners of adjoining properties adjusting their mutual boundaries if:

1. No new lot is created; and

2. The adjustment does not result in a violation of applicable zoning ordinances; or

a. A recorded document, executed by the owner of record, revising the legal description of more than one contiguous parcel of property into one legal description encompassing all such parcels of property.

d. The joining of a subdivided parcel of property to another parcel of property that has not been subdivided does not constitute a "subdivision" under this subsection as to the unsubdivided parcel of property or subject the unsubdivided parcel to the provisions of Chapter 7-19, "Subdivision."

~~(200)~~ (199) "Subdivision, Major" means all subdivisions including but not limited to subdivisions of 10 or more lots, or any size subdivision requiring any new street or extension of the local governmental facilities.

~~(201)~~ (200) "Subdivision, Minor" means any subdivision of land that results in nine or fewer lots, provided that each lot thereby created has frontage on an improved public street or streets, and providing further that there is not created by the subdivision any new street or streets.

~~(202)~~ (201) "Substantial Improvement" means any repair, reconstruction or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure, either:

a. Before the improvement or repair is started; or
b. If the structure has been damaged and is being restored, before the damage occurred.
c. For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure. The term, however, does not include either:
    i. Any project for improvement of a structure to comply with existing state or local health, sanitary or safety code specifications which are solely necessary to assure safe living conditions; or
    ii. Any alteration of a structure listed on the National Register or Historic Places or a State Inventory of Historic Places.

~~(203)~~ (202) "Supermarket" means a retail establishment with net floor area over 5000 square feet which offers the consumer a full range of food, and other household products. Supermarkets may include in-store bakeries, fresh meat counters, pharmacies, and fresh produce, among other things.

~~(204)~~ (203) “Supplemental Entertainment” means entertainment which is present at restaurants, for which no tickets are sold or entry fees are charged, and is funded, if at all, solely by the restaurant operators and unsolicited patron gratuity.

~~(205)~~ (204) "Survey Monument" means a mark affixed to a permanent object along a line of survey to furnish a survey control.

~~(206)~~ (205) "Tattoo" means a mark or design made on or under the skin by a process of pricking or ingraining an indelible pigment, dye, or ink in the skin, excluding permanent

931 cosmetics.

932 ~~(207)~~ (206) "Tattoo Establishment" means any location, place, area, structure, or business
933 used for the practice of tattooing or the instruction of tattooing, excluding permanent
934 cosmetics establishments.

935 ~~(208)~~ (207) “Tavern" means a licensed place of business wherein the primary or main
936 business is that of selling beer for consumption on the premises in accordance with the
937 Alcoholic Beverage Control Act and the West Valley City Code, specifically 17-2-118
938 and includes a beer bar, parlor, lounge, cabaret, and night club where the revenue from
939 the sale of beer exceeds 30 percent of the revenue from the sale of food although food
940 need not be sold.

941 ~~(209)~~ (208) “Temporary Non-Residential Building" means a building incidental to
942 construction work, such as a construction trailer, or a temporary sales office for the sale
943 or lease of dwelling units.

944 ~~(210)~~ (209) “Temporary Residential Storage Container” means a fully enclosed structure
945 uniquely designed for short term storage of household or remodeling goods and for
946 portable use via transport vehicle. These structures can be represented by a variety of
947 sizes but do not have permanent foundations.

948 ~~(211)~~ (210) "Temporary Use" means a use which is not permanent, but is transient or
949 seasonal in nature.

950 ~~(212)~~ (211) "Towing and Impound Yard" means the temporary storage of vehicles that
951 have been towed, carried, hauled, or pushed from public or private property for
952 impoundment in a public or private impound yard. This use does not include
953 "automotive sales and service" or "vehicle recycling facility."

954 ~~(213)~~ (212) "Transportation and Public Ways Ordinance" means the West Valley City
955 Transportation and Public Ways Ordinance as presently adopted and as amended in the
956 future.

957 ~~(214)~~ (213) "Truck Transfer Company" means a facility serving as a transfer or storage
958 point for a truck freight line and may include office, parking, dispatch, handling,
959 maintenance, and storage facilities.

960 ~~(215)~~ (214) “Turf Farm Equipment Manufacturing” means a commercial business
961 engaged in assembling, testing, storing, selling and/or repairing equipment, parts and

962 machinery used exclusively for sod harvesting.

963 ~~(216)~~ (215) "Twin Home" means a building arranged or designed to be occupied by two
964 families which have a common wall along a common lot line where the two families have
965 separate ownership.

966 ~~(217)~~ (216) “Unchartered Financial Service Provider” shall mean any business extending
967 loans, cash advances, short term credit, or similar financial services. This definition shall
968 exclude federal and state chartered banks, industrial banks, savings and loan, and credit
969 unions.

970 ~~(218)~~ (217) "Use" means any legal purpose for which a building, structure, or tract of
971 land may be designed, arranged, intended, maintained, or occupied; or any activity,
972 occupation, business, or operation legally carried on in a building, structure, or on a tract
973 of land.

974 ~~(219)~~ (218) "Variance" means a device which grants a property owner relief from certain
975 provisions of the Zoning Ordinance when the property owner has met the burden of
976 showing that all requirements of this Title and state law have been met.

977 ~~(220)~~ (219) "Vehicle Recycling Facility" means the outside storage of, or use of property
978 as a storage yard for, operative or inoperative automobiles or trucks; or junk yard, salvage
979 yard, tow truck service, or wrecker service, which may include but is not limited to:

980 a. outside storage of two or more used vehicles, or used vehicle parts
981 regardless of completeness, operational ability, condition, time
982 frame, or reason, or

983 b. the storage of any number of used vehicles or used vehicle parts
984 for the purpose of dismantling, stripping, salvaging or selling all
985 or part of the vehicle, except that the storage of any number of
986 vehicles or equipment within the confines of an enclosed building
987 shall not constitute a vehicle recycling facility and shall not be
988 required to comply with the design guidelines and site
989 requirements of this Ordinance. All other site requirements of the
990 underlying zone in which the facility is located will apply.
991 Notwithstanding any provisions of this Ordinance to the contrary,
992 "vehicle recycling facility" does not include "automotive sales and

service" as otherwise defined in the West Valley City Municipal Code.

~~(221)~~ (220) "Water and Sewer Improvement Districts" means the Granger/Hunter Improvement District, the Magna Improvement District, the Taylorsville-Bennion Improvement District, and any other water or sewer improvement district existing or hereinafter organized, whichever has jurisdiction over the land proposed to be subdivided.

~~(222)~~ (221) "Yard" means a space on a lot, unoccupied and unobstructed from the ground upward, by buildings, except as otherwise provided herein.

~~(223)~~ (222) "Yard, Front" means a space on the same lot with a building between the front of the building and the front lot line, and extending across the full width of the lot. The "depth" or setback is the minimum distance between the front lot line and the closest point of the front of the building. On corner lots, the front yard is the yard which the primary entrance to the building faces.

~~(224)~~ (223) "Yard, Rear" means a space on the same lot with a building, opposite the front yard, between the rear of the building and the rear lot line and extending the full width of the lot. The "depth" of the rear yard for determining the rear setback is the minimum distance between the rear lot line and the rear line of the building.

~~(225)~~ (224) "Yard, Side" means a space on the same lot with a building between the side line of the building and the side lot line and extending from the front yard to the rear yard. The "width" of the side yard shall be the minimum distance between the side lot line and the side line of the building.

~~(226)~~ (225) "Zoning" means the basic means of land use control employed by the City. Zoning divides the community into districts (zones), establishes land use standards in each district, specifies allowed uses, intensity and density of such uses, and the bulk of buildings on the land.

~~(227)~~ (226) "Zoning Ordinance" means the West Valley City Zoning Ordinance as presently adopted and as amended in the future.

7-6-1002. SCHEDULE OF USES.

The following schedule indicates by the symbol "P" the uses that shall be permitted in each Commercial Zone, and by the symbol "C," the uses which require a conditional use permit in accordance with the provisions of Chapter 7 of this Title. No other permitted or conditional uses are allowed, except as provided in Section 7-2-115. The symbol "X" means that the use is not allowed.

	Use	**C-1**	**C-2**	**C-3**
1.	Automobile sales and service	X	C	C
2.	Bank	P	P	P
3.	Business record storage within an enclosed building	X	C	C
4.	Car Title Loan Business	X	C	C
5.	Caretaker dwelling incidental to and above or behind a principal commercial use	C	C	C
6.	Check Cashing / Deferred Deposit Loan	X	C	C
7.	Commercial indoor recreation	C	P	P
8.	Commercial outdoor recreation	X	C	P
9.	Community use	P	P	P
10.	Commercial condominium	C	C	C
11.	Concert Venue, Concert Hall, Dance Hall	X	C	C
12.	Convenience store	C	C	P
13.	Day care; preschool	P	P	P
14.	Fast food establishment	X	C	P
15.	Fast food establishment which is located under the roof of a shopping center containing at least six other retail uses	C	P	P
16.	Greenhouse; garden supply	C	P	P
17.	Hardware store; home improvement center	X	C	P
18.	Hospital	X	C	P
~~19.~~	~~Hotel; motel; extended stay hotel~~	~~X~~	~~C~~	~~C~~
19.~~20.~~	Light manufacturing conducted within an enclosed building	X	X	C
20.	Lodging Facility	X	C	C
21.	Medical clinic; doctor's offices	P	P	P
22.	Neighborhood grocery	C	P	P
23.	Neighborhood service establishment	P	P	P
24.	Nursing home; convalescent center	C	P	P
25.	Off-premises beer retailer licensed outlet	P	P	P
26.	Office/warehouse -less than 50% interior storage; no outside storage or display permitted	X	C	P
27.	Office/warehouse -more than 50% interior storage; outside storage only as approved by Planning Commission	X	X	C
28.	Parking lots	P	P	P
29.	Parking structure	X	C	P
30.	Pawnshop	X	C	C
31.	Permanent Cosmetic Establishment	C	P	P
32.	Equity Club, Fraternal Club, Social Club	X	C	C
33.	Professional office	P	P	P
34.	Public utility installation (except lines and rights-of-way)	C	C	C

	Use	C-1	C-2	C-3
35.	Reception center	X	C	C
36.	Reception Center as an accessory use to a garden center	C	C	C
37.	Recreational facility beer retailer	X	C	P
38.	Residential uses in conjunction with a Regional Shopping Mall	X	C	C
39.	a. Restaurant Liquor Retailer, Dining club b. Brew Restaurant, Brew Restaurant and Liquor Retailer, Small Brewer c. Manufacturer of Alcoholic Products	X X X	C C X	C C X
40.	Restaurant, Restaurant on-premises beer retailer	C	P	P
41.	Retail department or specialty store with no outside storage or display	C	P	P
42.	Sale and/or storage of gasoline, diesel, and other fuels	C	C	C
43.	Sale and/or lease of mobile homes, travel trailers, campers, motorcycles, and other recreation vehicles	X	C	P
44.	Seasonal fruit/produce vendor stand as temporary use only	P	P	P
45.	"Self-Storage" facility with a maximum of 100' of frontage along any road	X	C	C
46.	Shopping center	C	C	C
47.	Signs (see Title 11, Sign Ordinance)	P	P	P
48.	State store or package agency	X	C	C
49.	Supermarket	C	C	P
50.	Tattoo establishment	X	X	C
51.	Temporary uses as allowed by Section 7-2-115	P	P	P
52.	Indoor or Outdoor Public Recreation	X	C	C
53.	Unchartered Financial Service Provider	X	C	C
54.	Uses customarily accessory to a listed permitted use	P	P	P
55.	Uses customarily accessory to a listed conditional use	P	P	P
56.	Veterinary hospital/indoor kennel	C	C	P

7-6-1103. CONDITIONAL USES.

The following are conditional uses in the Manufacturing Zone; no other conditional uses are allowed except as provided in Section 7-2-115:

(1) Automobile sales and service, vehicle recycling facilities, towing and impound yards, outside storage facilities

(2) Tavern

(3) Detention facilities; jails

(4) ~~Hotels; motels~~ Lodging Facilities

(5) Industrial condominiums/PUDs

(6) Kennels

(7) Chemicals, explosives and fuels manufacturing and/or storage, such as firewood, coal, etc.

(8) Residential uses accessory to a conference facility or community use and on the same lot with the primary use

(9) Truck transfer companies

(10) Sand and gravel excavation, processing or storage as a primary use or accessory to brick, concrete or asphalt products

(11) Uses which have open storage of over 50 percent of a lot or one acre, whichever is greater, that is used for the sale, open storage or open stockpiling of material, material intended for recycling, raw materials awaiting processing, or equipment storage

(12) State stores

(13) Private nonprofit clubs

(14) Sanitary landfills

(15) Agricultural industry

(16) Manufacturer of Alcoholic Products

(17) Check Cashing, Deferred Deposit Loan

(18) Car Title Loan Business

(19) Shopping Center

(20) Any development that is 10 acres or greater in size

(21) Any development that shares a common boundary with existing or proposed residential uses

(22) Reception Center, Dance Hall, Concert Venue, Concert Hall, Indoor or Outdoor Public Recreation.

(23) Reception Center as an accessory use to a garden center.

7-6-1204. PERMITTED USES.

Where an overall conceptual plan has been approved, as provided in this Chapter, the following permitted uses shall be allowed in the B/RP Zone; no other permitted uses are allowed, except as provided in Section 7-2-115:

(1) The following are permitted uses:

a. Apparel fabrication and other finished products made from fabrics, leathers, etc.
b. Bakeries, confectionery and related products
c. Commercial testing laboratories and services
d. Community uses
e. Data processing services
f. Day care/preschool centers
g. Educational services
h. Financial institutions
i. ~~Hotel, motel extended stay hotel~~ Lodging Facilities
j. Medical/optical offices, clinics, and laboratory services
k. Offices - business and/or professional
l. Printing, publishing and allied industries
m. Professional, scientific and controlling instruments
n. Protective functions
o. Research services
p. Restaurants, excluding fast-food with drive-through
q. Signs - low profile, park identification and flat signs as provided in Section 11-6-105 of the West Valley City Code
r. Spas/Health clubs
s. Storage/warehousing as necessary to maintain a principle use
t. Temporary buildings, incidental to construction, which are to be used only for storage of construction equipment and materials or as temporary, self-contained, rest room facilities
u. Other uses considered similar and compatible to the above

(2) The following accessory uses may be allowed in conjunction with a principle use in the Zone:

a. A caretaker's residence, which is provided incidental to a permitted use and is designed as an integral part of the building or structure in which the primary use is located.
b. Cafeterias and snack bars which are incidental to a permitted use and are provided essentially for the use of persons employed upon the premises and their quests.

c. Outside transmission and communication equipment which is necessary for the operation of the business.

d. Production and/or fabrication in conjunction with a permitted use.

All permitted uses shall be required to meet all of the requirements of this Title, including but not limited to the site plan requirements of Section 7-14-106.

7-6-1504. DEVELOPMENT PLAN

(1) A Development Plan shall be submitted as part of the application to rezone a property to the MXD zone, and must be approved simultaneously with the zone change to the MXD zone. Each MXD zone will have its own Development Plan, which guides all development within that particular zone. The Development Plan shall include a site plan, a pedestrian connection/trails plan, conceptual building elevations and design schemes, streetscape and building setback illustrations, a county recorder's property plat and aerial photograph (Sidwell map), and any other information typically required for a change in zoning.

(2) At least 25 percent of all mixed use developments shall be residential. In addition to the required residential component, the Development Plan must show uses from at least one of the following categories:

a. Office

b. Commercial

c. Light-Industrial

d. Institutional/Public

e. ~~Hotel~~ Lodging Facility/Entertainment

No one category of uses (including residential) may occupy more than 75 percent of the total floor area.

(3) The general categories and uses to be established within a mixed-use project shall be specified and enumerated in the Development Plan, which must be approved concurrently with the reclassification of an area to the MXD zone. The approved Development Plan shall be considered an integral part of the zoning regulations for the area represented. Substantial variation between the Development Plan and the Final Site Plan would require review and recommendation from the Planning Commission and approval from

the City Council. A substantial variation is any addition, modification, or alteration to a building or site plan that exceeds 20 percent of the gross floor area, site acreage, or exterior building surface or any change in use. All reductions in landscaping that total more than 600 square feet shall require approval from the Planning Commission.

7-6-1505. DEVELOPMENT CHARACTERISTICS

(1) The following are uses that could be considered for developments within the MXD zone. Some of these uses are not appropriate in some areas, and/or are not compatible with other uses. Also, some of these uses may not be compatible in certain configurations or in certain locations, while they may be compatible in a different layout. It is the responsibility of the developer to show that the mix of uses, the overall project design, and the location are appropriate and desirable. <u>Underlined</u> uses may not be located on individual pad sites or parcels. They must be part of a larger building or physically connected and integrated into the complex. Public utility installations shall be reviewed as a conditional use. Pawn shops, car title loans, check cashing, rent-to-own, sexually-oriented businesses, tattoo parlors, and body piercing are not allowed within the MXD zone.

Residential

- All types with covered parking - minimum five units/acre gross density

Office

- Professional Offices
- <u>Banks and Credit Unions</u>
- Medical Clinics
- Artist Studios

Commercial

- <u>Convenience Stores - with or without fuel sales</u>
- <u>Grocery Stores - maximum 40,000 square feet per tenant</u>
- <u>Grocery Retail - maximum 40,000 square feet per tenant</u>

- Nursing home, convalescent center

Light Manufacturing

- Radio and Television Broadcasting Studios - No outside storage
- Research and Development - No outside storage
- Veterinary Clinic /Indoor Kennel - No outside storage or activities
- Laboratories - No outside storage or activities

Institutional/Public

- Medical Clinics
- Colleges and Universities
- Day Care Facilities
- Museums
- Community Uses as defined in Section 7-1-103.

~~Hotel~~ Lodging Facility/Entertainment

- Lodging Facilities ~~Hotels~~ - Rooms off interior corridors
- Recreation - Indoor/Outdoor
- Restaurants and Club Licensees - without drive up windows
- Restaurants - with drive up windows
- Movie Theaters - Indoor
- Performing Art Theater - Indoor/Outdoor
- Health Clubs

(2) Uses may be mixed within a building or within an overall development, or both. However, the City encourages mixing uses within a building whenever possible.

(3) Developments within an MXD zone shall exhibit urban characteristics such as:

a. Minimal building setbacks
b. Large parkstrips and sidewalks
c. Community gathering spaces
d. Shared parking

e. Integrated public transit

f. Diverse and distinctive design features

(4) All developments shall provide at least 20 percent of the gross site area as open space. Open space shall typically include the following elements: cultivated landscaping, plazas, parks, urban trails/sidewalks, wetlands/indigenous landscaping, and community recreation space. A maximum of 50 percent of all open space may be hard surfaced. Streets, parking lots, driveways, and private yards are not considered open space.

(5) All lighting and signs shall be pedestrian scale, with a maximum sign height of 20 feet. Lights or signs on building faces may be higher than the 20 feet maximum. The City may approve larger scale lighting and/or signs of it can be shown that they are necessary for public safety or security purposes.

(6) Parking requirements shall be determined per existing City standards for each use. However, parking requirements may be reduced if it can be shown that shared parking is a viable alternative. The City prefers shared parking and reserves the right to limit the amount of parking within a project to promote the mixing of uses that would allow for shared parking.

(7) Site plans shall clearly indicate the mixture of land uses within the project area and the percentage of the overall site that each use occupies. Furthermore, site plans shall indicate the amount of parking prorated to each use and shall illustrate how public transit is to be integrated into the site.

(8) An additional site plan shall illustrate pedestrian movement throughout the project area, with trail hierarchies established based on levels of pedestrian use. The purpose of this plan is to demonstrate how effectively uses are mixed, and to determine the efficiency of the site layout. The plan shall provide convenient and attractive pedestrian connections through the mixing of land uses and quality design practices.

7-6-1702. PERMITTED USES.

The following are Permitted Uses in the Light Industrial Zone. No other Permitted Uses are allowed, except as provided in Section 7-2-115:

(1) Agriculture

(2) Commercial indoor recreation

(3) Community use

(4) Hospital

(5) ~~Hotel, extended stay hotel~~ Lodging facilities

(6) Light industrial uses , except uses listed below as Conditional Uses

(7) New automobile and semi-truck sales

(8) Office, medical or professional

(9) Public utility installation (except lines and rights-of-way)

(10) Retail incidental to a Permitted or Conditional Use

7-9-104. COMPUTATION OF OFF-STREET PARKING SPACES.

(1) The matrix on the following pages contains the minimum parking requirements for specific uses. The maximum percentage allowed for compact spaces is also given. Special requirements for each use are provided under the "Notes" column where appropriate.

(2) If, in the application of the requirements of this Title, a fractional number is obtained, any fraction will be disregarded.

(3) The number of parking spaces required by these schedules may be reduced or increased as a condition of the development review by the Planning Commission for conditional use applications or as approved by the Zoning Administrator or designee for permitted uses if it can be demonstrated through a parking study that the proposed use(s) would have a parking demand less than or in excess of the requirements stated in this Chapter. This parking study must be validated through empirical evidence, which is acceptable to the Zoning Administrator or designee, from similar uses. Parking studies which include the use of alternative modes of transportation to reduce the number of parking spaces required must be prepared by an engineer. Appeals of the decision of the Zoning Administrator are made to the Board of Adjustment as designated in Section 7-18-105.

USE		MINIMUM OFF-STREET PARKING REQUIREMENT	MAX. % COMPACT USES ALLOWED	NOTES
RESIDENTIAL				
	Handicapped or Group Home Housing	A minimum of 2 parking spaces plus 1 parking space for every 4 handicapped persons.	None	The Planning Commission may vary off-street parking needs in relation to the number of staff/employees required and the special needs of the residents.
	Mobile Home Dwelling within a Mobile Home Park	2 spaces per unit.	None	Parking one behind the other is permitted provided sufficient visitor parking is located within the park.
	Single Family Dwelling Two Family Dwelling Multiple Family Dwelling	2 spaces per unit.	None	Parking one behind the other arrangements for all required parking is prohibited, except for visitor parking for multiple family dwellings. Minimum off-street parking shall not be located within the minimum required front yard setback.
	Multiple Family Units: Studio Units One Bedroom Units Two Bedroom Units Three Bedroom Units	 1.3 spaces per unit 1.5 spaces per unit 1.75 spaces per unit 2 spaces per unit	25%	If the Planning Commission finds that reducing the 2 parking spaces per unit ratio is not detrimental to the surrounding area and will enhance the proposed development, it may reduce the parking ratio to these minimums for multi-family units in developments with at least 40 units.
HEALTH SERVICES				
	Assisted Living	0.6 spaces per dwelling unit		The Planning Commission may vary off-street parking needs in relation to the number of staff/employees required and the special needs of the residents.
	Churches, auditoriums, Assembly Halls, Mortuaries and other places of public assembly	1 space for each 6.5 feet of linear pew or 3.5 seats in an auditorium provided, however, that where a church building is designed or intended to be used by 2 congregations at the same time, an additional 50% of the minimum spaces required shall be provided.		
	Day care, Preschool and Nursery Schools	1 space per 300 square feet of gross floor area.	25%	If drop-off facilities are contemplated, they shall be designed to provide a continuous flow of vehicles to safely load and unload children without stacking on public streets. When drop-off facilities are provided, a reduction to the number of spaces required may be reduced as per Section 7-9-104.
	Hospitals	2 spaces per bed in the total facility.	25%	A traffic study may be required. Accessory units and clinics will be calculated as outlined in this Chapter.
	Medical, Dental Offices and Clinics	1 space per 250 square feet of gross floor area.	25%	
	Nursing Homes	1 space per 2.5 beds for nursing and convalescent homes.	None	

USE		MINIMUM OFF-STREET PARKING REQUIREMENT	MAX. % COMPACT USES ALLOWED	NOTES
	Veterinarians and Veterinary Hospitals	1 space per 200 square feet of gross floor area excluding kennel boarding area.	25%	
ENTERTAINMENT AND RECREATION				
	Amusement Center	1 space per 100 square feet of floor space.	25%	
	Bowling Alleys and Billiard Halls	5 parking spaces per alley and 2 spaces per billiard table.	25%	Ancillary uses such as restaurants shall comply with the specific requirements outlined in this Chapter.
	Commercial Riding Stables	1 space per 5 horses boarded on site.	None	
	Golf Courses Miniature Golf Courses Driving Ranges	6 spaces per hole 3 spaces per hole 1 space per hole	25%	Ancillary uses such as commercial pro shops and restaurants shall provide sufficient parking as required in this Chapter.
	Health Spas and Sports Complexes	1 space per 200 square feet of gross floor area.	25%	Ancillary uses such as restaurants to provide parking as required by this Chapter.
	Movie Theaters	1 space per 4 seats.	25%	
	Tennis, Handball and Racquetball facilities	3 spaces per court.	25%	Ancillary uses to provide sufficient additional parking as required by this Chapter.
COMMERCIAL				
	Auto Repair, Service and Auto Parts Sales	3 spaces for each service bay plus 1 space for every 300 square feet of retail sales area.	25%	If towing service is provided, sufficient area shall be located on-site for temporary storage of vehicles and the tow truck.
	Auto Sales	1 customer parking space per 400 square feet of gross floor area in the automobile sales area or 5 parking spaces, whichever requirement is greater.	25%	
	~~Hotels and Motels~~ Lodging Facilities	1 space per room.	25%	Ancillary uses such as restaurants or retail shops shall provide additional parking as identified for the specific use as required by this Chapter.
	Lumber Yards and Plant Nurseries	1 space per 500 square feet of indoor floor sales area.	25%	
	Professional Offices and Banks	1 space per 250 square feet of gross floor area for the first 20,000 square feet plus 1 space per 300 square feet of gross floor area in excess of 20,000 square feet.	25%	Drive up windows shall provide sufficient stacking room and sufficient area for 4 spaces from teller window. The Planning Commission may consider a reduction in parking stall width to 8'-6" for retrofits of existing warehouse buildings upon application as a conditional use.

USE		MINIMUM OFF-STREET PARKING REQUIREMENT	MAX. % COMPACT USES ALLOWED	NOTES
	Restaurants and Fast Food Establishments	1 space per 100 square feet of gross floor area or 1 space for each 4 seats whichever is greater plus .5 space for each employee on the highest employment shift with a minimum of 5 spaces for employee parking.	25%	Drive up windows shall provide sufficient stacking room and sufficient area for 4 spaces from place of order and 4 spaces from pick up window.
	Retail - Intensive General Merchandising including shopping centers and Adult Businesses	1 space per 250 square feet of gross floor area for the first 20,000 square feet plus 1 space per 300 square feet of gross floor area in excess of 20,000 square feet.	25%	
	Retail - Less Intensive: Furniture, Carpet	1 space per 600 feet of gross floor area.	25%	
	Sports Stadiums, Concert Venues, and Auditoriums (including school auditoriums)	1 space/4 seats.	25%	
	Dance Halls, Concert Halls, Club Licensees, Reception Centers, Semi-Nude Entertainment Businesses and other places of public assembly	1 space for each 50 square feet of gross floor area.	25%	
	Swimming Pools (Commercial and Public)	1 space per each 10 persons based on capacity load.	25%	
INDUSTRIAL				
	Detention Facility/Jail	2 spaces per 3 employees, 1 space per 20 inmates and 1 space per each service vehicle stored on site.		Parking spaces must be adequately sized for the vehicles being stored or parked on site.
	Manufacturing	1 space per 800 square feet of gross floor area devoted to manufacturing plus required parking for business vehicles	30%	Ancillary uses such as offices are to provide parking as required by this Chapter.
	Open Storage Uses in an approved industrial area	1 space per 5,000 square feet of open area being utilized for storage exclusive of access, landscaping, etc.		
	Research and Development	1 space per 350 square feet of gross floor area plus the required parking for business vehicles.	30%	
	Truck Transfer Companies	1 space for each 2 employees plus parking for each truck associated with the business.		

USE	MINIMUM OFF-STREET PARKING REQUIREMENT	MAX. % COMPACT USES ALLOWED	NOTES
Warehousing	1 space per 2,000 square feet of gross floor area.		No conversions of any portion of a warehouse use to any other use shall be permitted unless the parking requirements for such other uses are met.
OTHER			
Parking Spaces for uses not specified			The number of parking spaces for uses not specified herein shall be determined by the Zoning Administrator being guided, where appropriate, by the requirements set forth herein for uses which are similar to the use not specified. Appeals to the decision of the Zoning Administrator are made to the Board of Adjustment as designated in Section 7-18-105.

7-9-106. SHARED PARKING.

(1) When any land or building is under the same ownership or under a joint use agreement and is used for two or more purposes, the number of parking spaces is computed by multiplying the minimum amount of parking normally required for each land use by the appropriate percentage as shown in the following parking credit schedule for each of the five time periods shown. The number of parking spaces required is determined by totaling the resulting numbers in each column; the column total that generates the highest number of parking spaces then becomes the parking requirement.

	Weekday		Weekend		Nighttime
Use	Daytime (6 AM – 6 PM)	Evening (6 PM - Midnight)	Daytime (6 AM – 6 PM)	Evening (6 PM - Midnight)	(Midnight - 6 AM)
Office/Industrial	100%	10%	10%	5%	5%
General Retail	80%	90%	100%	70%	5%
~~Hotel, Motel, Inn~~ Lodging Facilities	75%	100%	75%	100%	100%
Restaurant	65%	100%	80%	100%	50%
Theater / Entertainment	40%	100%	80%	100%	10%
Meeting Center	50%	100%	100%	100%	10%
Multi-Family Residential	50%	90%	90%	90%	100%

All Other Uses	100%	100%	100%	100%	100%

(2) Neighboring property owners may share parking spaces if:

a. a permanent cross-access easement or other recorded agreement is established;

b. pedestrian access between the properties can be gained without utilizing a public or private street that is listed on the West Valley City Major Street Plan;

c. all of the parking must be located within a 400' radius of the main entrance of the use requesting the additional parking.

d. the combined parking required for all properties can be met as outlined in 7-9-105 or in 7-9-106(1) when involving two or more uses.

7-22-304. ARCHITECTURAL, LANDSCAPING, AND SITE PLAN STANDARDS.

Development within the Bangerter Highway Business Park Overlay Zone shall be evaluated based on the following criteria and information:

(1) Site plan drawn to a scale of 1"=20', showing the parcel intended for development and the surrounding existing development within 200 feet of the site. Site plans should generally conform to the information outlined in Section 7-14-107 of the West Valley City's Land Use and Development Management Act.

(2) Architectural renderings and elevations of proposed buildings. Relationships to surrounding uses shall be considered in respect to scale and massing of the proposed uses. Building design shall provide equally attractive sides of high quality, rather than placing all the emphasis on the front elevation of the structure, neglecting or downgrading the aesthetic appeal of the side or rear elevations of the structure. Visual variety, creativity, and the use of premier building materials with compatible color schemes are required for new construction. Shopping centers that include retail, convenience stores, or fast food restaurants shall be designed as an integrated development having no separate "pad" sites. Fast food and convenience stores shall be attached to the shopping center comprising one building.

(3) Landscaping. Landscape planting plans shall be submitted for review by the Planning Commission, showing plant botanical and common name, size, and condition. The ability of the landscaping to enhance the project through interest and variety shall be

evaluated. Clustering is encouraged to enhance building architecture and screen parking and loading areas. A minimum of two large scale deciduous trees, two medium sized ornamental trees, and two medium sized evergreen trees shall be installed for each 100 feet of frontage along the Bangerter Highway. The Planning Commission may vary the landscape standards when it is determined that the number of trees are not necessary to achieve the desired landscaping theme. Trees shall be a minimum of 2" DBH caliper in size. The interior site landscaping shall be designated to enhance the architecture of the building and aid in the screening of areas that are less visually appealing.

(4) Vertical elements. Multistory buildings are encouraged and, in the industrial areas, the office portion of the complex shall be oriented toward Bangerter Highway.

(5) The design of parking areas shall minimize the large, uninterrupted hard surface parking areas with landscaped islands. Parking lot access shall be evaluated as per West Valley City standards, Section 7-6-1006. Corner lots adjacent to the Bangerter Highway shall have no curb cuts closer than 200 feet from the corner lot line. Parking lots shall be designed such that berming, three-foot curb screen walls, hedges, and landscaping will screen automobiles from street views. Corner lots shall have a landscape element equal to twice the minimum setback abutting the street.

(6) Service and loading areas shall be screened from the adjacent arterial streets. Service areas and loading docks shall not be visible from any of the Bangerter Highway orientations and shall also be screened with walls or appropriate landscaping when adjacent to interior circulation streets. Coordinated maneuvering and loading docks are encouraged between separate businesses.

(7) Pedestrian or bicycle accommodations shall be evaluated as part of the conditional use review. Pedestrian access between businesses and to bus shelters are to be evaluated as part of the conditional use review by the Planning Commission. Pedestrian walkways will be designed to discourage access along the Bangerter Highway.

(8) Noise sources shall be identified from all areas such as trash dumpsters, mechanical areas, and loading docks. Screens shall be evaluated, which would include both walls and/or building design, to assure that these areas are not visible from the arterial streets or adjacent interior circulation streets.

(9) Site security lighting shall be designed to enhance the architectural design of the building. Pedestrian walkways shall include lighting.

(10) Sign plans shall be submitted for review by the Planning Commission. The Planning Commission shall not approve a development proposal without a sign plan. The emphasis shall be placed on architectural themes, and these signs shall be architecturally compatible with the buildings and the area. Low profile style monument signs will be encouraged. No temporary banner signs shall be allowed adjacent to the Bangerter Highway.

(11) Building setbacks. Generally, the setback standards shall be evaluated in respect to the underlying zoning requirements. The Planning Commission may increase the front yard setback for one to two story buildings to 30 feet, provided that the area is used for landscaping. Parking shall not be allowed within the minimum landscaped areas. Multiple story buildings above three stories shall be set back an additional 10 feet for each additional story in height. Buildings that have a staggered and varied front facade shall be allowed to maintain the minimum setback.

(12) Special site amenities. Emphasis shall be placed on providing site amenities to include courtyards, plazas, fountains, monuments, sculptures, and art.

(13) Use compatibility. The Planning Commission shall evaluate the trend of uses within area. The Planning Commission shall only approve those uses that are deemed compatible or consistent with the development that has occurred within the business park.

(14) ~~Uses such as a motel/hotel~~ Lodging facilities shall emphasize longer term lodging catering to a business community. Design emphasis shall include masonry, brick, or stone exteriors and internal room access.

(15) If a development has underlying codes, covenants, restrictions, or other private contractual agreements that are standard above and beyond West Valley City's requirements, the development shall secure approval of the various organizations prior to making application to the Planning Commission as a conditional use.

(16) Existing businesses currently located along the Bangerter Highway may continue and can expand with approval by the Planning Commission. Implementation of these design and development standards shall be considered in all proposed future expansions.

1352 (17) Outside storage will be limited to a maximum of 25 percent of the site or one
1353 acre, whichever is smaller. Screening of storage will be required. Vehicle or equipment
1354 display is not considered outside storage.
1355
1356
1357 **17-1-101. DEFINITIONS.**
1358 The following definitions shall be applicable throughout this Title, unless a different
1359 meaning is clearly intended:
1360 (1) "Alcoholic Beverage Licenses" means alcohol sale or consumption licenses as defined in
1361 Chapter 2 of this Title.
1362 (2) "Applicant" means any person applying for any license provided for in this Title. If the
1363 person is a partnership or corporation, then each partner, officer, or director is considered
1364 an applicant and must qualify accordingly.
1365 (3) "Application" means a formal written request for the issuance of any license permitted
1366 under this Title.
1367 (4) "Authorized Officers" means those persons authorized by the City or other entities to
1368 inspect businesses and enforce the provisions of this Title or other applicable regulations,
1369 including peace officers, ordinance enforcement officers, and employees of the Health
1370 Department, Fire Department, Planning and Zoning Division, Building Inspection
1371 Division, City Attorney's Office or the City Manager.
1372 (5) "Building Division" means the Building Division of the West Valley City Community
1373 and Economic Development Department.
1374 (6) "Business" means and includes all trades, occupations, professions, or activities engaged
1375 in within West Valley City, carried on for the purpose of gain or economic profit, except
1376 that the acts of employees rendering service to employers shall not be included in the
1377 term "business" unless otherwise specifically provided.
1378 (7) "Business Licensing Division" means the Business Licensing Division of the West
1379 Valley City Finance Department.
1380 (8) "Charitable" means for nonprofit benevolent purposes and includes the words patriotic,
1381 philanthropic, social service, religious, health, welfare, benevolent, educational, civic,
1382 cultural, or fraternal, either actual or purported.

1383 (9) "City," when spelled with a capital "C," means West Valley City.

1384 (10) "City Attorney's Office" means the West Valley City Law Department.

1385 (11) "City Manager" means the chief executive officer of West Valley City.

1386 (12) "City Recorder" means the West Valley City Recorder.

1387 (13) “Commercial Banking (Bank)” means a freestanding building, with or without a
1388 drive-up window, for the custody, loan, or exchange of money; for the extension of
1389 credit; and for facilitating the transmission of funds.

1390 (14) “Concert Hall” means any establishment which is not a concert venue but holds
1391 events which meet the classification of a concert, possesses the appropriate license and is
1392 in compliance with all laws, rules and regulations.

1393 (15) “Concert Venue” means the ‘E’ Center, USANA Amphitheater, Utah Cultural
1394 Celebration Center, Rocky Mountain Raceway, and Hale Center Theater.

1395 (16) "Consolidated Fee Schedule" means the schedule of fees listed in Chapter 1-2 of
1396 the City Code.

1397 (17) "Contributions" means and includes the words alms, money, subscription,
1398 property, or any donations under the guise of a loan of money or property.

1399 (18) "Conveyance" includes any public or privately owned vehicle, method or means
1400 of transporting people, bicycles, motorized or non-motorized vehicle, handcart, pushcart,
1401 lunch wagon or any other device or thing, whether or not mounted on wheels.

1402 (19) “Credit Union” means a financial institution that is open to the public and
1403 engaged in deposit banking, and that performs closely related functions such as making
1404 loans, investments, and fiduciary activities.

1405 (20) “Dance Hall” means a place of assembly, open to the public, where dances,
1406 parties, receptions, concerts and other gatherings are held. Dance halls may operate as
1407 for-profit or not-for-profit organizations. Dance halls may provide live entertainment,
1408 serve alcoholic beverages according to the ABCA and may serve catered meals, provided
1409 the owner or operator holds the appropriate licenses and permits.

1410 (21) “Department Stores” means a business is conducted wherein a variety of
1411 unrelated merchandise and services are housed enclosed and are exhibited and sold
1412 directly to the customer for whom the goods and services are furnished.

1413 (22) "Director" means the City Treasurer, or the Director of the Business Licensing

1414 Division, or the Director's authorized representative.

1415 (23) "Division" means the West Valley City Business License Division.

1416 (24) “Drive-In Motion Picture (Movie Theater, Drive-In)” means an open lot or part
1417 thereof, with its appurtenant facilities, devoted primarily to the showing of moving
1418 pictures on a paid admission basis to patrons seated in automobiles. This definition does
1419 not include an adult theater.

1420 (25) "Employee" means all individuals who work for an employer for salary or
1421 commission or wages and who are subject to the direction and control of such employer.
1422 (For example: number of employees leased or on payroll, number of employees working
1423 at, out of, or dispatched from the licensed location.)

1424 (26) "Engaging in Business" includes, but is not limited to, the sale of real or personal
1425 property at retail or wholesale; the bartering or trading of property or services; the
1426 manufacturing of goods or property; and the rendering of personal services for others for
1427 a consideration by persons engaged in any profession, trade, craft, business, occupation
1428 or other calling, except the rendering of personal services by an employee to his/her
1429 employer under any contract of personal employment.

1430 (27) "Fire Department" means the West Valley City Fire Department.

1431 (28) “Food Vending Unit” means a unit that is manually pushed (cart) or pulled behind
1432 a vehicle (trailer) and is not motorized as to move on its own power, which remains
1433 stationary in one location, is temporary in nature and not placed in a permanent way on
1434 the property, which is used for the sale of food items for immediate consumption,
1435 including non-alcoholic beverages.

1436 (29) "Goods, Wares, or Merchandise" shall include, but not be limited to, fruits,
1437 vegetables, farm products or provisions, dairy products, fish, game, poultry, meat, plants,
1438 flowers, appliances, wearing apparel, jewelry, ornaments, art work, cosmetics and beauty
1439 aids, health products, medicines, household needs or furnishings, confections, drinks, or
1440 food of any kind, whether or not for immediate consumption. This definition also
1441 includes tickets or passes for admittance to public recreations, shows, museums, theaters,
1442 and other similar public events when such tickets or passes are sold by a person other
1443 than the authorized sponsor or organizer of the event.

1444 (30) “Hardware Store” means a facility of 30,000 or fewer square feet gross floor area,

primarily engaged in the retail sale of various basic hardware lines, such as tools, builders' hardware, plumbing and electrical supplies, paint and glass, housewares and household appliances, garden supplies, and cutlery; if greater than 30,000 square feet, such a facility is a home improvement center.

(31) "Health Department" means the Salt Lake City/County Health Department.

(32) "Hearing Board" shall mean each and every member of the License Hearing Board of West Valley City. (Section 17-3-105 of this Title.)

(33) "Home Improvement Center" means an establishment selling various household goods, tools, and building materials, durable household goods (e.g., refrigerators, lawn care machines, washing machines), electronic equipment, household animal supplies, nursery products, etc. Retail stock (e.g., nursery items, lumber goods) may be kept outdoors. All such stock (except plant materials) shall be screened in accordance with the [city ordinance]. At least 75 percent of all indoor floor-good space shall be for retail sales.

~~(34) "Hotel" means an establishment providing, for a fee, sleeping accommodations and customary lodging services, including maid service, the furnishing and upkeep of furniture and bed linens, and telephone and desk service. Related ancillary uses may include but shall not be limited to conference and meeting rooms, restaurants, and recreational facilities. It may or may not include kitchen facilities.~~

~~(35)~~ (34) "Licensee" means the person who has obtained any type of license provided for in this Title. The term shall also include any employee or agent of the licensee.

(35) "Lodging Facility" means any establishment outside a single family residential zone or the RM zone where lodging or overnight accommodations are offered, with or without compensation.

(36) "Mobile food vending vehicle" means a fully enclosed motorized vehicle mounted food service establishment operated by a vendor standing within the frame of the vehicle which is used for the sale of food items for immediate consumption, including non-alcoholic beverages. This vehicle must move on its own power and is not manually pushed, pulled or towed by another vehicle.

~~(37) "Motel" A building or series of buildings in which lodging is offered for compensation, and which is distinguished from a hotel primarily by reason of providing~~

~~direct independent access to, and adjoining parking for, each rental unit.~~

~~(38)~~ (37) "Motor Vehicle" means any vehicle used for displaying, storing, or transporting articles for sale by a vendor, which is required to be licensed and registered by the Utah Division of Motor Vehicles.

~~(39)~~ (38) "Ordinance Enforcement Office" means the Ordinance Enforcement Office of the Community Preservation Department.

~~(40)~~ (39) "Participant" means a temporary business, not licensed as such, participating in a sales event.

~~(41)~~ (40) "Peddler" means any person who goes upon the premises of any private residence in the City, not having been invited by the occupant thereof, carrying or transporting goods, wares, merchandise or personal property of any nature and offering the same for sale; or offering to perform services in exchange for compensation. "Peddler" also includes any person who solicits orders and, as a separate transaction, makes deliveries to purchasers as part of a scheme to evade the provisions of this Ordinance.

~~(42)~~ (41) "Peddling" includes all activities ordinarily performed by a peddler, as such term is defined in this Section.

~~(43)~~ (42) "Person" means an individual, partnership, corporation, association, or other legal entity.

~~(44)~~ (43) "Place of Business" means each separate location maintained or operated by the licensee, whether or not under the same name, within the City from which business is engaged in.

~~(45)~~ (44) "Planning and Zoning Division" means the Planning and Zoning Division of the West Valley City Community and Economic Development Department.

~~(46)~~ (45) "Police Department" means the West Valley City Police Department.

~~(47)~~ (46) "Public Property" includes all government-owned parks, buildings, and facilities, and government-owned property within street rights-of-way, including any roadways and sidewalks.

~~(48)~~ (47) "Public Way" means all areas legally open to public use, such as public streets, sidewalks, roadways, highways, parkways, alleys, parks, as well as the areas surrounding and immediately adjacent to public buildings. "Public Way" also includes areas

designated for parking associated with public property.

~~(49)~~ (48) "Pushcart" means any wheeled vehicle approved by the Business Licensing Division in accordance with this Chapter, designed for carrying property and for being pushed by a person without the assistance of a motor or motor vehicle.

~~(50)~~ (49) "Racetrack" means a facility consisting of a paved roadway used primarily for the sport of automobile racing. A racetrack may include seating, concession areas, suites, and parking facilities, but does not include accessory offices, residences, or retail facilities. This definition shall also include any facility used for driving automobiles under simulated racing or driving conditions (test tracks, "shakedown" tracks, or other similar facilities), but which does not include seating, concession areas, or retail facilities for the general public.

~~(51)~~ (50) "Reception Center" means building, together with its accessory buildings and uses, which is a place of assembly with the predominant purpose of hosting single events or a series of events, either of which is not to exceed a seventy-two (72) hour period, occurring alone or as part of another activity or business, to which the public is invited or, upon payment of an admission charge, is permitted to watch, listen, or participate, or which is conducted for the purpose of holding the attention of, gaining the attention of, diverting the attention of, or amusing guests or patrons, including:

a. presentations by single or multiple performers, such as a hypnotist, pantomime, comedian, musical song or dance act, play, concert, any type of contest, sporting event, exhibition, carnival, rodeo or circus act, athletic competition, demonstration of talent, show, review, or any other similar activity which may be attended by members of the public;
b. dancing to live or recorded music;
c. the presentation of recorded music played on equipment by a person commonly known as a "DJ" or "disk jockey;" or
d. any other event promoted by a bona fide incorporated association, non-profit organization, corporation, church, or political organization, recognized subordinate lodge, chapter, or public fairs, stock and other animal shows, celebrations, fiestas, occasional athletic contests and similar events. Public, private and charter schools are exempt from this section.

~~(52)~~ (51) "Religious or Charitable Organization" means any organization that can provide written approval from the Internal Revenue Service that the organization has been granted tax-exempt status under Section 501(c) (3) of the Internal Revenue Code or its successor.

~~(53)~~ (52) "Sales Event" means an event lasting five days or less where two or more temporary merchants, not more than one of whom is licensed as a temporary merchant, display any goods, wares, or services at a location in the City for the purpose of sale or soliciting orders to be filled in the future for financial gain or profit.

~~(54)~~ (53) "Sidewalk" means all of that area legally open to public use as a pedestrian public way between the curb line and the legal building line of the abutting property.

~~(55)~~ (54) "Specified Anatomical Areas" means:

a. Less than completely and opaquely covered human genitals, pubic region, buttock, and female breast below a point immediately above the top of the areola; and

b. Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

~~(56)~~ (55) "Specified Sexual Activities" means:

a. Human genitals in a state of sexual stimulation or arousal;

b. Acts of human masturbation, sexual intercourse, or sodomy; or

c. Fondling or other erotic touching of human genitals, pubic region, or female breast.

~~(57)~~ (56) "Stand" means any showcase, table, bench, rack, handcart, pushcart, stall, or any other fixture or device that is used for the purpose of displaying, exhibiting, carrying, transporting, storing, selling, or offering for sale any food, beverages, goods, wares, or merchandise upon a sidewalk.

~~(58)~~ (57) "Street" means all of that area legally open to public use as public streets, and sidewalks, roadways, highways, parkways, alleys, and any other public way.

~~(59)~~ (58) a. "Temporary Business" means any business which intends to conduct business at any single place of business for 90 days or less, and whose place of business is located within the building confines of a licensed non-temporary business and:

i. Engages in a temporary business of selling and/or delivering goods, wares,

or services, or who conducts meetings open to the general public where franchise, distributorships, contracts, or business opportunities are offered to the public; or

ii. Sells, offers, or exhibits for sale any goods, wares, or services, franchises, distributorships, contracts, or business opportunities, during the course of, or any time within six months after, a lecture or public meeting pertaining to such goods, wares, services, franchises, distributorships, contracts, or business opportunities.

b. "Temporary Business" shall not include the following:

i. A person who shall occupy any business establishment for the purpose of conducting a permanent business therein; provided, however, that no person shall be relieved from the provisions of this Title by reason of a temporary association with any local dealer, trader, merchant, or auctioneer, or by conducting such temporary or transient business in connection with, as a part of, or in the name of any local dealer, trader, merchant, or auctioneer;

ii. Any sales of merchandise damaged by smoke or fire, or of bankrupt concerns, where such stock has been acquired from a merchant or merchants of the City regularly licensed and engaged in business; provided, however, no such stock of merchandise shall be augmented by new goods;

iii. A person who sells his/her own property that was not acquired for resale, barter, or exchange, and who does not conduct such sales more than twice during any calendar year;

iv. Art exhibits, where participating artists sell their original works, and which do not contain any sales(s) of artwork purchased or taken on consignment and held for resale, providing such art exhibits are sponsored by a local, responsible organization;

v. Religious or charitable organizations as defined in this Section;

vi. Sales of goods, wares, or services at a convention, meeting, or exposition that is not open to or advertised to the general public, to the extent such

sales are made to registered members of the sponsoring organization, provided the sponsoring organization or its designated agent delivers to the Director, at least 15 days in advance of such convention, meeting, or exposition, a statement of the organization's qualification for this exemption and a statement of the common interest or category of those who will be attending such convention, meeting, or exposition; and providing all persons selling or purchasing goods, wares, or services at such convention, meeting, or exposition shall wear or display, in a conspicuous manner, a tag stating the name of the sponsoring organization;

vii. Home occupations;

viii. A business that is specifically regulated under this Title, whether or not it is temporary; or

ix. Any business that requires a conditional use or temporary use permit, whether or not it is temporary.

~~(60)~~ (59) "Temporary Business Sponsor" means any person who leases or rents a building or portion of a building for the purpose of conducting a sales event with two or more participants.

~~(61)~~ (60) "Vendor" means any person, traveling by foot, wagon, vehicle, or any other type of conveyance from street to street, carrying, conveying, or transporting goods, wares, or merchandise and offering and exposing them for sale, or making sales and delivering articles to purchasers; or who, without traveling from place to place, exhibits, displays, sells, or offers for sale such products while on the public ways of the City. "Vendor" also includes any street vendor, hawker, huckster, itinerant merchant, or transient vendor. "Vendor" does not include a door-to-door peddler or solicitor.

~~(62)~~ (61) "Vehicle" means every device in, upon, or by which a person or property may be transported or drawn upon a street or sidewalk, including, but not limited to, devices moved by human power.

~~(63)~~ (62) "Violated" or "Violating" means that there exists reasonable cause to believe that any ordinance, code, statute, or law has been or is being violated, and is not limited to pleas of guilty or convictions for violating said ordinances, codes, statutes, or laws.

17-12-116. CONDUCT OF TAXICAB DRIVER.

It shall be unlawful for a taxicab driver, while engaged in operating a taxicab, to obstruct any street or sidewalk; make any loud or unusual noise, disturbance or outcry; use any indecent, profane or obscene language; or be guilty of any boisterous or loud talking or any disorderly conduct; or to harass, vex, annoy or disturb any passenger or other person; or to interfere with, obstruct or impede the free passage of passengers or other persons to or from any depot, theater, home, lodging facility~~hotel~~, public resort, train, or any other building or place; or to seize or grasp, or interfere with any person or package carried by or belonging to said passengers or persons.

17-12-117. CRUISING PROHIBITED.

All taxicabs licensed under the provisions of this Chapter are prohibited from indiscriminately soliciting passengers for hire or from cruising the streets of the City for the purpose of obtaining patronage for their cabs; and solicitation within the prohibition is hereby defined to consist of moving about the streets of the City soliciting or inviting business or customers or calling attention of members of the public to the taxicab by word of mouth, signals, nods or other signs from the taxicab while moving or by drawing up to the curb for that purpose or in any other manner calling attention to its service while going to or from its points of service. Cruising within this prohibition is declared to be moving about the streets of the City either indiscriminately or between fixed points for the purpose of obtaining patronage; provided, however, that taxicabs shall be permitted to receive or discharge passengers at public places or gatherings, such as theaters, lodging facilities~~hotels~~, public buildings and stadiums.

17-12-120. FRAUD PROHIBITED.

It shall be unlawful for the driver of any licensed public vehicle, or for any person soliciting patronage for any public vehicle, to induce or attempt to induce any person to employ him, by knowingly or wantonly misinforming or misleading such person as to the time or place of the arrival or departure of any railroad train or other conveyance, or the location of any

railroad depot, office, station or ticket office, or the location of any lodging facility~~hotel~~, public place or private residence within said City, or to practice any deceit, fraud or misrepresentation in any manner whatever relative to matters pertaining to his business.

17-23-122. BUSINESS LOCATION; SUPPLEMENTAL LICENSE.

(1) A dealer may conduct the licensed business only from the fixed permanent location as specified in the application for the license which shall be other than a lodging facility~~motel or hotel room generally used by transients~~.

(2) A dealer may not remove or relocate the location specified in the license for the business or open any additional location unless the person has applied for and obtained a supplemental license from the Business License Division.

17-29-106. PLACES OR PUBLIC ACCOMMODATION, RESORT OR AMUSEMENT DEFINED.

A place of public accommodation, resort or amusement within the meaning of this Chapter shall be deemed to include lodging facilities~~inns, taverns, roadhouses, motels, hotels~~, whether conducted for the entertainment of transient guests or for the accommodation of those seeking health, recreation or rest, restaurants, eating houses and any place where food is sold for consumption on the premises, buffets, saloons, barrooms, and any store, park or enclosure where spirituous or salt liquors are sold; ice cream parlors, confectioneries, soda fountains, and all stores where ice cream, ice and fruit preparations or their derivatives, or where beverages of any kind are retailed for consumption on the premises; dispensaries, clinics, hospitals, bathhouses, theaters, motion picture houses, music halls, concert halls, circuses, race courses, skating rinks, amusement and recreation parks, fairs, bowling alleys, golf courses, gymnasiums, shooting galleries, billiard and pool parlors, swimming pools, public libraries, garages, all public conveyances operated on land, water or in the air, as well as the stations and terminals thereof; public halls and public elevators of buildings and structures occupied by two or more tenants, or by the owner and one or more tenants. Nothing herein contained shall be construed to include any institution, club or place of accommodation which is in its nature distinctly private.

Section 3. Enactment. Section 7-14-219 is hereby enacted as follows:

7-14-219. ADDITIONAL STANDARDS FOR LODGING FACILITIES.

The following standards shall apply to all lodging facilities that are new development, redevelopment or retrofits of existing buildings:

(1) The minimum number of floors within the building shall be three. Any basement space shall not count toward meeting the minimum floor requirement.

(2) Where stucco or fiber cement siding are used as exterior materials, at least 25% of the exterior shall be brick, stone or another comparable material approved by the Planning Commission.

(3) A porte-cochere is required.

(4) At least six of the following seven amenities shall be included:

a. Swimming pool

b. Hot tub

c. Fitness room

d. Business center

e. Meeting rooms

f. Common breakfast space

g. Restaurant

(5) The minimum, overall average area per guest room shall be 500 square feet. This number shall be calculated by dividing the total lodging facility area by the total number of guest rooms that can be used by guests for lodging.

(6) All lodging facilities shall meet the Commercial Design Standards in Chapter 7-14.

(7) Each guest room within a lodging facility shall include a restroom. Lodging facilities with four or fewer guest rooms are exempt from this requirement.

(8) Lodging facilities are encouraged within commercial complexes where complimentary uses such as dining, shopping and entertainment are within close proximity.

(9) In addition to meeting these standards, existing buildings or structures being converted to be or include a lodging facility shall be brought into conformance with all applicable building codes.

Section 4. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 5. Effective Date. This Ordinance shall take effect immediately upon posting in the manner required by law.

PASSED and APPROVED this _____ day of _____, 2016.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

ZT-11-2016 MINUTES
JULY 13, 2016 PLANNING COMMISSION PUBLIC HEARING

ZONE TEXT CHANGE APPLICATION
ZT-11-2016
West Valley City

Amending Section 7-1-103 and adding Section 7-14-219 to define and create standards for lodging facilities

West Valley City staff is recommending a zoning ordinance amendment to change Section 7-1-103 and to add Section 7-14-219 to define and create standards for lodging facilities. The term "lodging facility" would replace hotel, motel and extended stay hotel and be defined as follows: "any establishment outside a single family residential zone where lodging or overnight accommodations are offered, with or without compensation."

Background

In 2004, the City adopted the Commercial Design Standards for new commercial development including hospitality. Staff occasionally evaluates recently completed developments to ensure that the City's ordinances are yielding the type of development desired by the City. Upon a recent evaluation of lodging facilities, staff saw significant differences between lodging facilities developed within the City including ones developed under the Commercial Design Standards. The attached spreadsheet details the results of staff's evaluation.

As seen in the attached spreadsheet, there are some projects that have virtually no amenities, have relatively small average room sizes and/or use only stucco as an exterior material. An example of a project with no amenities and a relatively small average room size is the Value Place Hotel at 1646 W 3500 S. This project has the lowest assessed value/guest room and the highest number of police calls/guest room. In other words, the guest rooms in this facility generate the highest demand for police service while yielding the lowest amount of revenue. An interesting general relationship in the data was those lodging facilities that had few or no amenities, relatively small average room sizes and/or stucco only exteriors had the highest calls for service per room and the lowest assessed value per room.

West Valley already has several lodging facilities with little or no amenities and relatively basic architectural design. With the limited amount of commercial ground remaining in the City, staff believes the City should raise the bar on the quality of lodging facilities to encourage higher value commercial development, reduce calls for service and improve the overall quality and appearance of commercial development. With these objectives in mind, staff drafted the proposed ordinance.

The City's General Plan includes the goal to promote high quality commercial development, reinvestment and redevelopment. The proposed ordinance will help the City achieve this goal.

Ordinance Summary

In summary, the proposed ordinance, which is attached, requires:

- a minimum height of 3 stories,
- the use of brick, stone or comparable material whenever stucco or fiber cement siding is used,
- a porte-cochere (a porch large enough for automobiles to pass through),
- at least six amenities from a list of amenities,
- a minimum average room size and
- compliance with the Commercial Design Standards.
- a restroom in each guest room

If adopted, these standards would apply to all lodging facilities that are new development, redevelopment or retrofits of existing buildings.

Staff Alternatives:

1. Approval.

2. Continuance, for reasons determined during the public hearing.

   Discussion: Clover Meaders asked if we have information on what types of calls are being received by the police. Brandon Hill said not all calls for service are criminal in nature. A few calls are for general complaints not necessarily pertaining to the lodging facilities. Calls include theft, vehicle break-ins, vandalism, etc. There is not a specific difference in the nature of offenses occurring at each hotel, however, a higher volume of calls tend to come from those facilities with lower rates and fewer amenities.

   Commissioner Lovato asked if a women's shelter would be considered a lodging facility. Brandon Hill answered that women's shelters are usually in apartment complexes or single family residential neighborhoods. For safety reasons, these facilities don't have signs on them that label them as shelters. He does not think shelters will be categorized as lodging facilities.

   Commissioner Fuller mentioned the Little America Hotel has two level units in combination with a high rise. He asked if the minimum three story requirement is an average or constant throughout. Brandon Hill said there is some flexibility in the three story requirement through a development agreement.

   Motion: Commissioner McEwen moved to approve ZT-11-2016.

   Commissioner Lovato seconded the motion.

   Roll call vote:

Commissioner Fuller	Yes
Commissioner Lovato	Yes
Commissioner Matheson	Yes
Commissioner McEwen	Yes
Chair Meaders	Yes
Commissioner Tupou	Yes

Unanimous – ZT-11-2016 – Approved

Item: _____
Fiscal Impact: N/A
Funding Source: N/A
Account #: N/A

Budget Opening Required: ☐

ISSUE:
A zone text change to amend the Multi-Family Residential Design Standards in Chapter 7-14 and the Residential Building Design Standards in the City Center Zone.

SYNOPSIS:
In 2006, the City adopted the Multi-Family Residential Design Standards for new multi-family residential developments. One of the recommended actions in the City's General Plan is to update the multi-family residential standards to promote higher quality multi-family residential in appropriate locations.

Staff took two important steps to determine what items needed to be updated in the ordinance. First, staff reviewed recently developed multi-family residential developments with the Planning Commission to see what projects met their expectations and which ones fell short. Second, staff reviewed quality multi-family residential developments in and out of the City and evaluated whether such projects far exceeded the standards or just met the standards.

In summary, the proposed ordinance:

- adds clarifying definitions,
- requires each unit to have a kitchen and bathroom
- requires garages for at least 50% of the units,
- sets minimum unit sizes,
- caps the amount of stucco and fiber cement siding,
- requires at least 20% brick or stone where stucco or fiber cement are used,
- increases the amount of building relief required and adds a building relief treatment option,
- increases the amount of window treatments required,
- requires at least 25% fenestration on primary façades,
- increases the amount of garage treatments required and adds more garage treatment options,
- increases the amount of roof articulation required,
- increases the roof pitch to 6/12 for pitched roofs,
- increases the number of amenities required and adds more amenity options and
- requires landscaping between driveways

The attached PowerPoint slides provide not only examples of projects that would meet the updated standards but also descriptions of how the projects meet the standards.

RECOMMENDATION:
City staff and the Planning Commission recommend approval of the zone text change.

SUBMITTED BY:
Steve Pastorik, AICP
Assistant CED Director/Planning Director

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

Draft Date: 8/10/2016

Date Adopted: _____

Date Effective: _____

AN ORDINANCE AMENDING SECTIONS 7-6-1602, 7-6-1605, 7-14-303, 7-14-305, 7-14-306, 7-14-308, 7-14-309, 7-14-311, 7-14-312, 7-14-313, AND 7-14-315 TO UPDATE THE CITY'S MULTIFAMILY DESIGN STANDARDS.

WHEREAS, Title 7 of the West Valley City Municipal Code establishes regulations concerning the use and development of land throughout the City; and

WHEREAS, the City Council desires to see multifamily housing built in accordance with excellent aesthetic and design values; and

WHEREAS, well designed, high quality multifamily housing is an essential element of the City's approach to housing; and

WHEREAS, the City's General Plan identifies the improvement of the City's multifamily housing stock as an important goal; and

WHEREAS, the City wishes to promote projects with characteristics common to successful developments in the City and across the Wasatch Front; and

WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to amend Sections 7-6-1602, 7-6-1605, 7-14-303, 7-14-305, 7-14-306, 7-14-308, 7-14-309, 7-14-311, 7-14-312, 7-14-313, and 7-14-315 of the West Valley City Municipal Code;

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

Section 1. Repealer. Any provision of the West Valley City Municipal Code found to be in conflict with this Ordinance is hereby repealed.

Section 2. Amendment. Sections 7-6-1602, 7-6-1605, 7-14-303, 7-14-305, 7-14-306, 7-14-308, 7-14-309, 7-14-311, 7-14-312, 7-14-313, and 7-14-315 of the West Valley City

Municipal Code are hereby amended as follows:

7-6-1602. DEFINITIONS.

Words used in the City Center Zone, but not defined by the City Center Zone, which are defined in Sections 7-1-103 or 7-14-203, shall have the meanings set forth therein.

(1) "Alley" means the public right-of-way for vehicles and pedestrians within a block that provides access to the side and rear of lots.

(2) "Blade sign" means a small, pedestrian scale sign placed at or near the top of the ground floor of a building that is perpendicular to the building façade.

(3) "Block" means a unit of land bounded by streets. For the purpose of measuring the length of a block, blocks shall be measured at the property frontage lot lines.

(4) "Civic green" means a public open space designed for less intensive foot traffic than a square. Civic greens shall have a minimum 50% unpaved pervious surface (turf, groundcover or mulch).

(5) "Courtyard" means an uncovered open space bounded on ~~three~~ two or more sides by buildings.

(6) "Fenestration" means openings in a building wall that allow light and views between the building's interior and exterior.

(7) "Knee brace" means a diagonal support placed across the angle between a building overhang or roof and the building wall.

(8) "Mural" means any mosaic, painting or graphic art or combination thereof which is professionally applied to a building that does not contain any brand name, product name, letters of the alphabet spelling or abbreviating the name of any product, company, profession, or business, or any logo, trademark, trade name, or other commercial message.

(9) "Primary Façade" means the side of a building that faces a public street. On a corner lot, the street facing side with the main customer or resident entrance shall be considered the primary façade.

(10) "Quoins" means dressing for building corners differentiated from the adjoining walls by material, texture, color, size or projection.

(11) "Regulating Plan" means the map, which is part of the CC Zone, that illustrates

where the standards found in Sections 7-6-1606 through 7-6-1610 apply within the overall CC Zone.

(12) "Retail anchor" means the major store or stores within a shopping center. Typical retail anchors include supermarkets, department stores, sporting good stores, etc.

(13) "Secondary Façade" means a side of a building that is not a primary façade and either is visible from a public right-of-way or has a customer or resident entrance. A building may have more than one secondary façade.

(14) "Square" means a public, active pedestrian center designed appropriate to their high pedestrian traffic level with a high percentage of paved surface area. Squares shall have a minimum of 20% unpaved pervious surface (turf, groundcover or mulch).

(15) "Story" means that space within a building, and above grade, that is situated between one floor level and the floor level next above, or if there is no floor above, the ceiling or roof above. Minimum building height shall be measured as the vertical distance between the lowest point of the roof and the average elevation of the corners of the building at finished grade.

7-6-1605. STANDARDS FOR ALL PROPERTIES.

The following requirements apply to all properties with the CC zone.

(1) Parking

a. Unless otherwise stated, all parking areas shall meet the requirements found in Chapter 7-9.

b. Parking structures shall meet the following standards:

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

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

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

c. The minimum parking requirements set forth in Section 7-9-104 may be reduced by 10%. Further reductions in parking requirements may be considered as allowed

in Sections 7-9-104 and 7-9-106.

(2) Use Limitations

a. The following uses are prohibited in the CC Zone:

i. Automobile sales and leasing

ii. Automobile service

iii. Automobile parts/supply store

iv. Bail bonds

v. Billboards

vi. Blood plasma center

vii. Car title loan business

viii. Check cashing/deferred deposit loan

ix. Chemical, explosive and fuel manufacturing and/or storage, such as firewood, coal, etc.

x. Commercial indoor recreation

xi. Commercial outdoor recreation

xii. Convenience store

xiii. Dance hall

xiv. Dance studio

xv. Detention facility/jail

xvi. Fast food restaurant with a drive-up window

xvii. Fitness center/health club

xviii. Funeral home

xix. Furniture store

xx. Hardware store/home improvement center

xxi. Indoor/outdoor gun range or gun store

xxii. Indoor/outdoor swap meet

xxiii. Laundromat

xxiv. Lingerie store

xxv. Light or heavy manufacturing

xxvi. Office/warehouse – more than 50% interior storage

xxvii. Outside storage or display

xxviii. Manufacturing uses which include production, processing, cleaning, testing and distribution of material goods and services

xxix. Martial arts/karate studio

xxx. Massage parlor

xxxi. Motor fuel sales

xxxii. Movie theater

xxxiii. Moving truck rental

xxxiv. Neighborhood grocery

xxxv. Non-stealth wireless communication facilities

xxxvi. Non-stealth radio towers

xxxvii. Outdoor kennel

xxxviii. Outcall services and service-oriented escort bureaus

xxxix. Pawnshop

xl. Private club

xli. Reception Center

xlii. Retail tobacco specialty store

xliii. Sale and/or lease of mobile homes, travel trailers, campers, motorcycles and other recreational vehicles

xliv. Sanitary landfill

xlv. Secondhand precious metal dealer/processor and/or precious gem dealer

xlvi. Secondhand store

xlvii. Self-storage facility

xlviii. Supermarket

xlix. Sexually-oriented business

l. Tattoo establishment

li. Taxicab business

lii. Towing and impound yards

liii. Tavern

liv. Vehicle recycling facilities

lv. Warehousing, distribution facilities or truck transfer company

b. All other uses shall be reviewed pursuant to Section 7-6-1604.

(3) Building Exterior Colors

a. The color of all buildings within the CC zone is subject to City approval. The dominant overall color scheme of buildings shall generally be subtle, subdued, low reflectance, neutral or earth tones. Brighter primary colors may be used as accent elements, such as door and window frames and architectural details. Fluorescent or metallic colors are only allowed as signage.

(4) Residential Building Design. Residential buildings shall meet the following standards:

a. Garages doors or vehicle entries shall not be placed on street facing façades. Parking structure entrances are exempt from this requirement. When possible, alleys should be used to access garages.

b. Buildings shall be oriented to the street and have at least one primary entrance facing the street.

c. Where pitched roofs are used, the following standards shall apply.

i. The minimum roof pitch for the main roof shall be ~~5:12~~ 6:12 and subordinate roofs shall be 4:12.

ii. The eaves or roof edges must be setback at least 5' from any public sidewalk.

iii. Vertical or horizontal roof articulation is required on all primary and secondary façades with pitched roofs. ~~No more than two dwelling units shall be covered by a single, unarticulated roof.~~ There shall be at least one roof articulation per dwelling unit. Roof articulation shall be achieved by changes in plane and/or the use of traditional roof forms such as gables, hips, and dormers.

iv. Roof mounted air conditioning units are prohibited.

v. Gable ends must have a minimum 6 inch overhang at the eaves.

vi. Where asphalt shingles are proposed as roofing materials on pitched roofs, laminated architectural shingles shall be used.

d. Where pitched roofs are not used, a decorative parapet shall be included on the primary and secondary facades. On the primary and secondary façade, at least one variation in the decorative parapet shall occur for every two dwelling units, or one variation per façade with only one dwelling unit.

~~d.~~ e. In order to prevent blank or plain walls with little or no relief, and to ensure excellence in architecture and design, primary façades shall include at least two of the following relief treatments. ~~One of the relief treatments shall be utilized at least once per dwelling unit.~~ Two different relief treatments shall be utilized for each dwelling unit. Secondary façades shall include at least one of the following relief treatments utilized at least once per two dwelling units, or once for secondary facades with only one dwelling unit.

i. Bay windows
ii. Windows recessed a minimum of 2 inches
iii. Box windows
iv. Building offsets or projections with a minimum depth of ~~1~~2' and a minimum width of 4'
v. Balconies or covered porches
vi. Expression of a vertical architectural treatment with a minimum width of 24 inches and a minimum depth of 2 inches
vii. Covered porches or prominent covered entryway
~~vii.~~ viii. Any other treatment that meets the intent of Subsection ~~4d~~ 4(e).

~~e.~~ f. In order to prevent blank or plain walls, and to ensure excellence in architecture and design, primary façades shall include at least ~~two~~ three of the following window treatments with at least ~~one~~ two window treatments per window. At least 25% of the primary façade shall be fenestration. All other façades shall utilize at least ~~one~~ two of the following window treatments with at least one window treatment per window.

i. Varying the size and/or style of windows
ii. Windows sills
iii. Window grids
iv. Window trim
v. Window headers
vi. Window railing
vii. Shutters
viii. Any other treatment that meets the intent of Subsection ~~4e~~ 4(f).

~~f.~~ g. In order to prevent building facades with blank or plain walls with little or no variation or interest, primary façades shall include at least two of the following building design treatments. Secondary façades shall include at least one of the following building design treatments.

i. Ornamental details such as quoins, knee braces and exposed joists

ii. A change of material applied to at least 20% of the façade

iii. A change of color applied to at least 20% of the façade

iv. Decorative parapet

v. Architectural banding

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

vii. Rounded design at street corners

viii. A change of pattern applied to at least 20% of the façade (Example: changing brick work from face brick to a soldier course or basket weave pattern.)

ix. A distinguished upper floor for buildings with at least four floors

x. Any other treatment that meets the intent of Subsection ~~4f~~ 4(g).

~~g.~~ h. A building relief treatment, window treatment or building design treatment listed in d, e and f above shall only be counted once when assessing compliance with the minimum number of treatments required. For example, if a building uses brick and stucco as exterior materials, the change of materials can count only as a change of materials under 7-6-1605(4)(f)(ii) and not a change of color under 7-6-1605(4)(f)(iii).

~~h.~~ i. In residential developments with more than 4 buildings, the architectural features listed in d, e and/or f above shall be varied between buildings.

~~i.~~ j. All residential building exteriors shall be brick, stucco, fiber cement siding, or stone. No more than 60% of a building exterior shall be stucco. No more than 60% of a residential building exterior shall be ~~hardie plank~~ fiber cement siding. Where stucco ~~and hardie plank~~ or fiber cement siding are used, at least 20% of the building's exterior shall be brick or stone. Metal and wood may be used as trim, soffits and accents only. All awnings shall be metal, glass, canvas cloth or equivalent.

~~j.~~ k. All multi-family residential developments with less than 50 dwelling units shall include at least two amenities from the following list. All multi-family residential developments with 50 to 75 dwelling units shall include at least three amenities from the following list. At least two of the three amenities shall be from the major amenities list. All multi-family residential developments with 76 to 99 dwelling units shall include at least five amenities from the following list. At least three of the five amenities shall be from the major amenities list. All multi-family residential developments with 100 or more dwelling units shall include seven amenities from the following list. At least four of the seven shall be from the major amenities list.

Major	**Minor**
Swimming pool	Tot lot
Courtyard	Volleyball court
Clubhouse (without fitness room)	Hot tub or sauna
Garages	Walking/exercise trail
On-site manager	Basketball court
Fitness room	Tennis court
Private patio or balcony of at least 60 square feet for each unit	Transit Pass
Community library	Community car
Keyless access system	Storage lockers for each unit
Community room with full kitchen	Bike storage
Community game room	Outdoor covered pavilion
Community cinema with theater-style seating	

~~k.~~ l. When exterior stairways are used, they shall be stylistically consistent with and architecturally integrated into the buildings they serve. Exterior stairs, which are not architecturally consistent with the building design, are prohibited.

~~l.~~ m. All façades of a building shall be built with consistent architectural style,

detail and trim features of the primary façade. Accessory buildings such as clubhouses and garages shall be built with similar colors, materials and architectural features as the multi-family residential buildings within the same development.

~~m.~~ n. All multi-family residential developments shall include either washer and dryer hook-ups for each dwelling unit or an on-site laundry.

o. Each dwelling unit shall have its own kitchen and bathroom.

p. At least 50% of the dwelling units shall have a parking space in a garage. All dwelling units shall have at least one parking space in a garage or carport.

q. The minimum dwelling unit sizes for multi-family residential dwelling units shall be as follows:

i. 400 square feet for a studio unit;

ii. 550 square feet for a one-bedroom unit;

iii. 800 square feet for a two-bedroom unit;

iv. 1,000 square feet for a three-bedroom unit; or

v. 1,200 square feet for a four-bedroom unit or larger.

(5) Mixed-use buildings with residential use shall meet the following standards:

a. The residential portion of the building shall follow the standards in Subsection 4 above.

b. The commercial portion of the building shall follow the standards in Subsection 6 below.

c. Commercial loading areas, trash facilities and mechanical equipment shall be screened from sight through landscaping, walls and/or fences from all pedestrian ways, residential building entries, open space and windows.

d. Commercial hours of operation shall be reviewed and, if needed, limited by City staff to prevent adverse impacts on the residential uses within the building.

(6) Commercial Building Design. Commercial buildings shall meet the following standards:

a. Buildings shall be oriented to the street and have at least one primary entrance facing the street.

b. Ground floor street facing façades shall be distinguished from other floors through the use of at least one of the following techniques: architectural banding,

cornice treatment, color change, material change, or recessed upper floors.

c. In order to prevent blank or plain walls with little or no relief, and to ensure excellence in architecture and design, primary façades shall incorporate two of the following building relief treatments. Secondary façades shall incorporate one of the following building relief treatments.

    i. Expression of a vertical architectural treatment with a minimum width of 24 inches and a minimum depth of 2 inches placed an average of 40’ apart for façades with a width of 200’ or more, or 30’ apart for façades with a width less than 200’.

    ii. Building setbacks, offsets or projections with a minimum of 10’ in width and 2’ in depth placed an average of 100’ apart for façades with a width of 200’ or more or 50’ apart for façades with a width less than 200’.

    iii. A primary customer entrance. Primary customer entrances must feature no less than 3 of the following elements: canopies or porticos, overhangs, recesses/projections, arcades, raised cornice parapets over the door, peaked roof forms, arches, outdoor patios and architectural details such as tile work and moldings which are integrated into the building structure.

    iv. Arcades or colonnades a minimum of 6’ feet deep with a minimum column width or diameter of 12 inches, or other roof treatments that provide shade and/or a break in the vertical plane along at least 50% of the width of a façade.

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

    vi. Any other treatment that meets the intent of Subsection 6c.

d. In order to prevent blank or plain walls with little or no variation or interest, and to ensure excellence in architecture and design, primary façades shall incorporate 3 of the following building articulation treatments. Secondary façades shall incorporate 2 of the following building articulation treatments.

    i. Ornamental and structural details that are integrated into the building structure.

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

iii. A color change applied to at least 20% of the façade.

iv. Decorative parapet.

v. Architectural banding.

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

vii. Rounded design at street corners.

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

ix. Arches or arched forms.

x. Murals.

xi. Any other treatment that meets the intent of Subsection 6d.

e. A building relief or building articulation treatment listed in c and d above shall only be counted once when assessing compliance with the minimum number of treatments required. For example, if a building has an arcade, the arcade can count only as a building relief treatment under 7-6-1605(6)(c)(iv) and not a building articulation treatment 7-6-1605(6)(d)(ix).

f. All façades of a building shall be designed with consistent architectural style, detail, and trim features of the primary façade.

g. All building exteriors shall be brick, stucco, stone or architectural concrete that is textured or patterned. No more than 60% of a building exterior shall be stucco. No more than 60% of a building exterior shall be glass. Metal and wood may be used as trim or accents only. All awnings shall be metal, glass, canvas cloth or equivalent.

h. All buildings with a drive-through window must: 1) incorporate a permanent, covered porte-cochere structure over the drive-through window that is the width of the drive, a minimum of 20’ in length, and integrated structurally and architecturally into the design of the building or 2) incorporate the drive-through area as part of a multi-level building where the drive-through is covered by one or more floors of the building and comprises no more than 50% of the area of the floor on which it is located.

i. Where pitched roofs are used, the eaves or roof edges must be setback at least 5’

from any public sidewalk.

(7) Building Height. All buildings shall meet the following height requirements:

In order to create the downtown area intended for City Center, the building height requirements shall be applicable for all buildings such that a single building may be subject to more than one height requirement. In such cases, each portion of the single building shall comply with the height requirement where it is located.

a. Buildings located in between 3650 South and 3500 South shall be a minimum of 5 stories or 60', except for buildings, or portions thereof, located within the first 100' north of 3650 South. Buildings, or portions thereof, located within the first 100' north of 3650 South shall be a minimum of 2 stories or 24' and a maximum of 3 stories. All buildings, or portions thereof, located outside the 100' feet north of 3650 South shall meet the 5 story or 60' minimum.

b. Buildings located north of 3500 South shall be a minimum of 3 stories or 36' and a maximum of 5 stories, except for buildings, or portions thereof, located within 100' of a residential zone. Buildings, or portions thereof, located within 100' of a residential zone shall be 2 stories and not exceed 24'. Such buildings shall maintain a 10' setback from the property line of adjoining property within an existing single family residential zone. All buildings, or portions thereof, located outside the 100' of a residential zone shall meet the minimum 3 story or 36' minimum, maximum 5 story requirements.

c. For all locations in the City Center zone, the minimum building height for accessory buildings shall be 1 story.

(8) Pedestrian Circulation

No block shall have a length greater than 500 feet unless it incorporates an alley, common drive, access easement, or pedestrian pathway providing through pedestrian access to another street. The pedestrian access and circulation requirements in Section 7-14-207 shall apply to all commercial development. The pedestrian access and circulation requirements in Section 7-14-304 shall apply to all residential development.

(9) Open Space and Landscaping

a. For nonresidential and mixed-use developments, a minimum of 10% of the net lot area shall be provided on the site for public open space. Required yards and

sidewalk widths, which are constructed on private property, may be counted towards this requirement. Such public open space shall include planted areas, fountains, plazas, hardscaped elements related to walks and plazas, and similar features which are located on private property but which are generally accessible to the public during the normal business hours.

b. Residential uses shall provide common open space in the amount of 20% of the lot area. This common open space may take the form of ground level plazas, courtyards, interior atriums, landscape areas, roof gardens and decks on top of the buildings or other such forms of open space available for the common use by residents of the property.

c. Connecting open space between two or more adjacent properties is encouraged. Where open space on two or more adjacent properties is connected and designed as an integrated, useable open space, the required open space percentages may be reduced to 9% for nonresidential or mixed-use developments and 18% for residential developments.

d. Developments including a residential component may receive offsets to park impact fees for dedication of land as a square or civic green.

e. All landscaping shall be maintained in a live, healthy, neat and orderly condition, free of weeds, disease, pests and litter. All paved areas, walls and fences shall be in good repair without broken parts, holes, potholes or litter.

f. <u>Residential projects with rear loaded parking alleys shall include landscaping between driveways at least every two dwelling units.</u>

(10) Fences

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

(11) Curb Cuts

Curb cuts for alleys or private driveways shall be limited to no more than one per 200 feet of street frontage on all streets. Where UDOT curb cut standards along 3500 South are more restrictive, UDOT standards shall be followed.

(12) Public Utilities, Underground

a. Except as specified in Section 7-6-1605(12)(b), (c) and (d) below, all electrical,

communications, cable television service, and other similar distribution wires and/or cables serving all new developments shall be placed underground at the owner or developer's expense. The owner or developer shall be responsible for complying with this requirement and shall make necessary arrangements with each of the servicing utilities for installation of such facilities.

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

c. If an applicant applies for a conditional use permit, the Planning Commission may waive the requirements of Section 7-6-1605(12)(a) in a particular case where it is shown, and the Planning Commission finds, that soil, water table or other conditions make underground installation unreasonable or impractical.

d. The requirements in Section 7-6-1605(12)(a) shall not apply to low power radio service antennas, transmission lines on 2700 West, or overhead communication long distance trunk and feeder lines.

(13) Location of Service Areas

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

(14) Bicycle Parking

With the exception of properties that front on Market Street and Lehman Avenue, all commercial developments shall meet the bicycle parking standards found in Section 7-14-207(5) and all residential developments shall meet the bicycle parking standards found in Section 7-14-304(5).

(15) Events

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

7-14-303. DEFINITIONS.

(1) Architectural Banding: A minimum 6 inch horizontal band applied to the façade of a building. An architectural band can be accomplished through a change in color, texture, pattern, material or relief.

(2) Cornice: The uppermost section of moldings along the top of a wall or just below a roof.

(3) Courtyard: An uncovered open space bounded on two or more sides by buildings.

~~(3)~~ (4) Decorative Parapet: An arched, gabled or stepped parapet.

~~(4)~~ (5) Façade: Any face or elevation of a building.

(6) Fenetration: Openings in a building wall that allow light and views between the building's interior and exterior.

(7) Knee brace: A diagonal support placed across the angle between a building overhang or roof and the building wall.

~~(5)~~ (8) Parapet: A low wall projecting from the edge of a roof.

~~(6)~~ (9) Primary Façade: The side of a building that faces the adjoining public or private street. With a corner lot, the street facing side with the main resident entrance shall be considered the primary façade. For buildings designed around a courtyard or parking area, the side with the main resident entrance shall be considered the primary façade.

(10) Quoins: Dressing for building corners differentiated from the adjoining walls by material, texture, color, size, or projection.

~~(7)~~ (11) Secondary Façade: A side of a building that is not a primary façade and either is visible from a public or private street or has an entrance. A building may have more than one secondary façade.

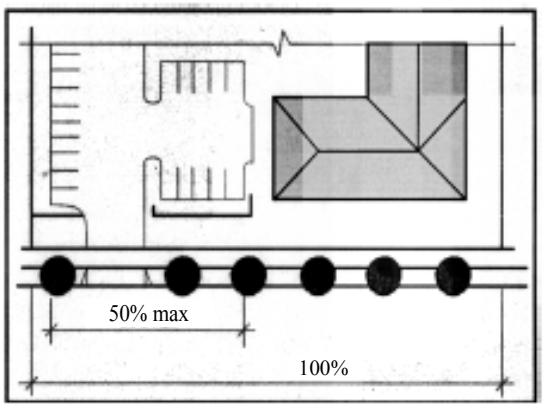
Section 7-14-306 is amended and renumbered as follows:

~~7-14-306~~ 7-14-305. GENERAL REQUIREMENTS.

Multi-family residential buildings shall meet the following standards:

(1) When exterior stairways are used, they shall be stylistically consistent with and architecturally integrated into the buildings they serve. Exterior stairs, which are not architecturally consistent with the building design as determined by the Planning Commission, are prohibited.

(2) Off-street parking areas shall not comprise more than 50% of the elements along a development's street frontage.



(3) All façades of a building shall be built with consistent architectural style, detail and trim features of the primary façade. Accessory buildings such as clubhouses and garages shall be built with similar colors, materials and architectural features as the multi-family residential buildings within the same development.

(4) In residential developments with more than 4 buildings with dwelling units, the architectural features shall vary between buildings using different treatments from Sections 7-14-~~305~~306, 7-14-308, 7-14-309, 7-14-310 and/or other building variations as determined by the Planning Commission.

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

(6) Trash dumpsters shall be completely screened from surrounding properties by use of a concrete or masonry wall or shall be enclosed within a building. Trash dumpsters shall be located at least 20' from any adjacent residential property line and at least 20' from any dwelling unit.

(7) All multi-family residential developments shall include either washer and dryer hook-ups for each dwelling unit or an on-site laundry.

(8) Each dwelling unit shall have its own kitchen and bathroom.

(9) At least 50% of the dwelling units shall have a parking space in a garage. All dwelling units shall have at least one parking space in a garage or carport.

(10) The minimum dwelling unit sizes for multi-family residential dwelling units shall

be as follows:

a. 400 square feet for a studio unit;

b. 550 square feet for a one-bedroom unit;

c. 800 square feet for a two-bedroom unit;

d. 1,000 square feet for a three-bedroom unit; and

e. 1,200 square feet for a four-bedroom unit or larger.

Section 7-14-305 is amended and renumbered as follows:

~~7-14-305~~ 7-14-306. BUILDING MATERIALS.

All multi-family residential buildings exteriors shall be ~~100% masonry~~ brick, stucco, stone, or fiber cement siding. No more than 60% of a building exterior shall be stucco. No more than 60% of a building exterior shall be fiber cement siding. Where stucco or fiber cement siding are used, at least 20% of the building's exterior shall be brick or stone. ~~For the purposes of this Section, masonry shall include brick, stucco, stone or fiber cement siding (hardie plank).~~ Metal, wood and vinyl may be used as trim, soffits and/or accent materials only.

7-14-308. BUILDING RELIEF TREATMENTS.

~~Primary~~ In order to prevent blank or plain walls with little or no relief, and to ensure excellence in architecture and design, primary façades shall include at least two of the following relief treatments. ~~One of the~~ Two different relief treatments shall be utilized at least once per dwelling unit. Secondary façades shall include at least one of the following relief treatments utilized at least once per two dwelling units, or once for a secondary façade with only one dwelling unit.

(1) Bay windows

(2) Box windows

(3) Building offsets or projections with a minimum depth of 2' and a minimum width of 4'

(4) Balconies, ~~or~~ covered porches, or prominent covered entryway

(5) Any other treatment that, at the discretion of the Planning Commission, meets the intent of this Section.

7-14-309. WINDOW TREATMENTS.

Primary façades shall include at least ~~two~~ three of the following window treatments with at least ~~one~~ two window treatments per window. All other façades shall utilize at least ~~one~~ two of the following window treatments ~~per window~~, with at least one window treatment per window. At least 25% of the primary façade shall be fenestration.

(1) Varying the size and/or style of windows
(2) Windows sills
(3) Window grids
(4) Window trim
(5) Window headers
(6) Window railing
(7) Shutters
(8) Any other treatment that, at the discretion of the Planning Commission, meets the intent of this Section.

7-14-311. GARAGE TREATMENTS.

(1) All multi-family residential developments with a garage or garages on the primary façade shall include at least ~~one~~ two of the following garage treatments per garage.
    a. Enclosed second-floor living space over the garage(s) extending to or cantilevering over the front face of the garage(s)
    b. Garage(s) is flush with or recessed from the primary façade.
    c. Windows used in the garage doors.
    d. Offset between garage doors.
(2) No more than 50% of the first floor of the primary façade shall be devoted to garage doors or carports. This percentage may be increased to a maximum of 60% for garage doors if: windows are used in the garage doors, the garages are recessed at least two feet from the rest of the primary façade or other enhancements are made to the garage doors. Examples of other enhancements include using decorative wood or breaking up the mass of two car garage doors by using two separate single car doors or by using panels or other treatments to make the door appear to be divided into two sections.

(3) The color of garage doors shall be coordinated with the primary colors of the buildings they serve.

7-14-312. ROOF TREATMENTS.

(1) ~~Where pitched roofs are used, the minimum roof pitch shall be 4:12.~~ There shall be at least one roof articulation per dwelling unit. Roof articulation shall be achieved by changes in plane and/or the use of traditional roof forms such as gables, hips, and dormers. Vertical or horizontal roof articulation is required on all primary and secondary facades with pitched roofs. Where pitched roofs are used, the minimum roof pitch for the main roof shall be 6:12 and subordinate roofs, such as sheds and dormers, shall be 4:12.

(2) Where pitched roofs are not used, a decorative parapet shall be included on ~~at least~~ the primary and secondary façades. On the primary and secondary facades, at least one variation in the decorative parapet shall occur once per two dwelling units. All façades shall include a parapet wall that is tall enough to block the view from the adjacent street(s) of roof mounted equipment. Noise issues related to roof mounted equipment may require the parapet wall to be at least as tall as the roof mounted equipment.

~~(3) Vertical or horizontal roof articulation is required on all primary façades with pitched roofs. No more than two dwelling units shall be covered by a single, unarticulated roof. Roof articulation shall be achieved by changes in plane and/or the use of traditional roof forms such as gables, hips, and dormers.~~

~~(4)~~ (3) Roof mounted air conditioning units are prohibited on pitched roofs. Roof mounted air conditioning units are allowed on flat roofs if a parapet wall is provided to screen the units.

~~(5)~~ (4) Gable ends must have a minimum 6 inch overhang at the eaves.

~~(6)~~ (5) Where asphalt shingles are proposed as roofing materials on pitched roofs, laminated architectural shingles shall be used.

7-14-313. AMENITIES.

All multi-family residential developments with less than 50 dwelling units shall include

at least two amenities from the following list. All multi-family residential developments with 50 to 75 dwelling units shall include at least ~~two~~ three amenities from the following list. At least one of the ~~two~~ three amenities shall be from the major amenities list. All multi-family residential developments with 76 to 99 dwelling units shall include at least four amenities from the following list. At least two of the four amenities shall be from the major amenities list. All multi-family residential developments with 100 or more dwelling units shall include at six amenities from the following list. At least three of the six shall be from the major amenities list.

Major	**Minor**
Swimming pool	Tot lot
Courtyard	Volleyball court
Clubhouse (without fitness room)	Hot tub
Garages	Walking/exercise trail
On-site manager	Basketball court
Fitness room	Tennis court
Private patio or balcony of at least 60 square feet for each unit	Any other amenity that, at the discretion of the Planning Commission, meets the intent of this Section.
Any other amenity that, at the discretion of the Planning Commission, meets the intent of this Section.	Bicycle storage
	Outdoor covered pavilion

7-14-315. LANDSCAPING AND OPEN SPACE.

At least 15% of a multi-family residential development's total area shall be useable open space. For the purposes of this Section, useable open space shall mean recreation areas including basketball, tennis or racquetball courts; baseball, softball or soccer fields; trails; picnic areas; plazas; dedicated or private park sites or any other use deemed acceptable by the Planning Commission. Useable open space shall not include parking lots, all buildings except clubhouses, setback areas less than 20', and narrow landscaped strips. Projects with rear loaded parking alleys shall include landscaping between driveways at least every two dwelling units.

Section 3. **Severability.** If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

Section 4. **Effective Date.** This Ordinance shall take effect immediately upon posting in the manner required by law.

PASSED and APPROVED this _____ day of _____, 2016.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

ZT-12-2016 MINUTES
JULY 27, 2016 PLANNING COMMISSION PUBLIC HEARING

<u>ZONE TEXT CHANGE APPLICATION</u>
ZT-12-2016
West Valley City

Amending the Multi-Family Residential Design Standards (Chapter 7-14) and the Residential Building Design Standards in the City Center Zone (Section 7-6-1605)

West Valley City staff is recommending a zoning ordinance amendment to amend the Multi-Family Residential Design Standards in Chapter 7-14 and the Residential Building Design Standards in Section 7-6-1605 of the City Center Zone.

Background

In 2006, the City adopted the Multi-Family Residential Design Standards for new multi-family residential developments. One of the recommended actions in the City's General Plan is to update the multi-family residential standards to promote higher quality multi-family residential in appropriate locations.

Staff took two important steps to determine what items needed to be updated in the ordinance. First, staff reviewed recently developed multi-family residential developments with the Planning Commission to see what projects met their expectations and which ones fell short. Second, staff reviewed quality multi-family residential developments in and out of the City and evaluated whether such projects far exceeded the standards or just met the standards. Following these steps, staff determined that changes were needed to ensure higher quality multi-family residential.

Ordinance Summary

In summary, the proposed ordinance:

- adds clarifying definitions,
- requires each unit to have a kitchen and bathroom
- requires garages for at least 50% of the units,
- sets minimum unit sizes,
- caps the amount of stucco and fiber cement siding,
- requires at least 20% brick or stone where stucco or fiber cement are used,
- increases the amount of building relief required and adds a building relief treatment option,
- increases the amount of window treatments required,
- requires at least 25% fenestration on primary façades,
- increases the amount of garage treatments required and adds more garage treatment options,

- increases the amount of roof articulation required,
- increases the roof pitch to 6/12 for pitched roofs,
- increases the number of amenities required for smaller developments and adds more amenity options and
- requires landscaping between driveways

These revisions are proposed in both the Multi-Family Residential Design Standards and the Residential Building Design Standards of the City Center Zone. As a reminder, the Multi-Family Residential Design Standards apply to all new multi-family residential development except such development within the City Center Zone. The City Center Zone includes its own design standards which are very similar to those in the Multi-Family Residential Design Standards.

The attached PowerPoint slides provide not only examples of projects that would meet the updated standards but also descriptions of how the projects meet the standards.

Staff Alternatives:

1. Approval.

2. Continuance, for reasons determined during the public hearing.

Discussion: Commissioner Tupou asked what the cost difference is between a boxed window and a regular window. Ryan Harris said the cost is more for a boxed window. Commissioner Tupou asked if adding boxed windows will translate to a higher appraisal value of a building. Ryan Harris said buyers are willing to pay more for buildings that are more aesthetically pleasing.

Commissioner Lovato asked when there is a large common area, how do we add landscaping between driveways? Is this something a builder can accomplish in an apartment complex? Steve Lehman said the theory is to have all the units front the dedicated streets and tuck the parking in between the perimeter of the buildings. Ryan Harris said we can make adjustments through a development agreement.

Commissioner McEwen asked if a building that has 50 units is required to have two amenities, can the amenities selected from either the major or minor list? Ryan Harris said amenities may be selected from either list.

Motion: Commissioner Tupou moved to approve ZT-12-2016

Commissioner McEwen seconded the motion.

Roll call vote:

Commissioner Fuller	Yes
Commissioner Lovato	Yes
Commissioner Matheson	Yes

Commissioner McEwen	Yes
Chair Meaders	Yes
Commissioner Tupou	Yes

Unanimous – ZT-12-2016 – Approved

MULTI FAMILY DESIGN STANDARDS - REVISIONS

Planning Commission Discussion

Townhouses - Chattanooga, TN

Building Relief
- Building offsets (entire units)
- Covered entry with columns

Window Treatments
- Varying sizes
- Window grid pattern
- Window trims/sills

Building Design
- Architectural banding
- Decorative parapet
- Brick/rough-cut stone façade

Roof Treatments
- Pitched roof
- Horizontal articulation
- Gables and parapets

Modern Townhouses – Daybreak

<u>Building Relief</u>
- Building offsets
- Covered porches

<u>Window Treatments</u>
- Varying sizes
- Window grids
- Window trim

<u>Building Design</u>
- Change in color
- Decorative parapet (roof line projects)

<u>Roof Treatments</u>
- multiple variations in height of parapet

Townhouses – Sage Gate

<u>Building Relief</u>
- Covered porches
- Balconies
- Building offsets

<u>Window Treatments</u>
- Varying sizes
- Window grids
- Window trim

<u>Building Design</u>
- Change of material
- Change of Color

<u>Roof Treatments</u>
- Pitched roof
- Horizontal articulation/variation

Townhouse – Highbury Towns East

<u>Building Relief</u>
- Multiple building offsets
- Covered entry/patio
- Box Windows

<u>Window Treatments</u>
- Varying sizes
- Window grids
- Window headers
- Shutters

<u>Building Design</u>
- Change in material
- Change in colors

<u>Roof Treatments</u>
- Multiple gables
- Horizontal articulation/variation

Park Lane Apartments - Farmington

Building Relief
- Multiple levels of relief
- Covered entry
- Box windows
- Covered balconies

Window Treatments
- Varying sizes
- Window grids
- Window sills/trim

Building Design
- Change in material/color
- Cap on patio wall
- Architectural banding (broken up)

Roof Treatments
- decorative parapet
- roof change on each unit

Riverwalk Apartments - Midvale

<u>Building Relief</u>
- Building relief
- Covered entry
- Covered balconies

<u>Window Treatments</u>
- Varying sizes
- Window grids
- Window trim

<u>Building Design</u>
- Change in material/color
- Mix of massing/asymmetry
- Architectural banding
- Ornamental details

<u>Roof Treatments</u>
- Large/small gables
- roof articulation

Residences at the District- So. Jordan

<u>Building Relief</u>
- Building relief
- Covered entry (pops out)
- Covered balconies

<u>Window Treatments</u>
- Varying sizes
- Window grids
- Window trim

<u>Building Design</u>
- Change in material/color
- Mix of massing/asymmetry
- Architectural banding
- Ornamental details

<u>Roof Treatments</u>
- Large/small gables
- Roof articulation
- Varying parapet heights

Pinnacle Highland – Cottonwood Heights

<u>Building Relief</u>
- Building relief
- Covered entry (pops out)
- Covered balconies

<u>Window Treatments</u>
- Varying sizes/styles
- Window grids
- Window trim/sills/headers

<u>Building Design</u>
- Change in material
- Change in color
- Architectural banding
- Ornamental details – entry headers, square railing detail
- Brick cornice at 1st/2nd floor
- Colored trim on edges

<u>Roof Treatments</u>
- Small gable at each unit
- Roof articulation
- Inclusion of chimneys

Pinnacle Apartments - West Valley

<u>Building Relief</u>
- Covered entry
- Covered balconies
- Building offsets

<u>Window Treatments</u>
- Varying sizes
- Window grids
- Window sills/trim

<u>Building Design</u>
- Change in material/color
- Architectural banding

<u>Roof Treatments</u>
- Pitched roof
- Roof articulation

Bingham Point- West Valley

<u>Building Relief</u>
- Building relief
- Covered entry
- Box Windows

<u>Window Treatments</u>
- Varying sizes/styles
- Window grids/trims

<u>Building Design</u>
- Change in material
- Change in color
- Architectural banding

<u>Roof Treatments</u>
- Small gable at each unit
- Roof articulation

<u>Garage Treatments</u>
- Garage door windows
- Offset between garage doors

7-14-309 Window Treatments

7-14-309 Window Treatments

7-14-309 Window Treatments

Fenestration Coverage: 26%

Fenestration Coverage: 33%

7-14-316 Landscaping

- Poor examples

7-14-316 Landscaping

- Require trees, shrubs, groundcover at every other unit in rear loaded parking areas

Item: _____
Fiscal Impact: $35,000 (CCR $8,750) (State $26,250)
Funding Source: Class C Road Fund & State Funds
Account #: 11-7582-40750-75201-0000

Budget Opening Required: Yes

ISSUE:

Award Contract for the 3500 South 4900 West Sidewalk Project

SYNOPSIS:

Lowest responsible bid was received by EECCO, LLC, in the amount of $30,056.00.

BACKGROUND:

Bids were opened for the project on August 2, 2016. A total of seven (7) bids were received. The lowest responsible bidder was EECCO, LLC.

The project includes the installation of sidewalk on 3500 South near Esperanza Elementary School and is funded in part from State Funds.

The project was previously awarded $30,000 in State Funds under the Safe Sidewalks Program for a project up to $40,000. The city would be responsible for a 25% match (the remaining $10,000). The matching funds will be paid for with Class C Road funds.

RECOMMENDATION:

Award the contract to EECCO, LLC in the amount of $30,056.00, and authorize the Public Works Department to spend no more than $35,000 on the project.

SUBMITTED BY:

Daniel Johnson, City Engineer

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING WEST VALLEY CITY TO AWARD A CONTRACT TO EECCO, LLC FOR THE 3500 SOUTH 4900 WEST SIDEWALK PROJECT.

WHEREAS, proposals were solicited from qualified contractors for the 3500 South 4900 West Sidewalk Project ("Project"); and

WHEREAS, the safe Sidewalks Program will contribute State Funds in the amount of $30,000 to the Project; and

WHEREAS, EECCO, LLC ("EECCO") submitted the lowest responsible bid to complete the Project; and

WHEREAS, EECCO possesses the skill and materials necessary to complete the Project in a responsible and timely manner; and

WHEREAS, the City Council of West Valley City, does hereby determine that it is in the best interest of the health, safety, and welfare of the citizens of West Valley City to authorize the award and execution of an agreement to complete the Project; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City as follows:

1. EECCO is hereby awarded the contract to perform and complete the Project and said contract shall be in an amount not to exceed $30,056.00; and

2. Authorize Public Works to spend no more than $35,000.00 on the Project; and

3. The Mayor is hereby authorized to execute a contract with EECCO to perform the 3500 South 4900 West Sidewalk Project, subject to final approval of the contract by the City Manager and the City Attorney's Office.

PASSED, **APPROVED** and **MADE EFFECTIVE** this _____ day of _____, 2016.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____CITY RECORDER

West Valley City, Utah - Bid Tabulation Summary
3500 S 4900 W Safe Sidewalk Project
Bid Opening Date: August 2, 2016

	Bid Totals	City Provider Preference (1%)	Other Prefs. (Veteran, Safety, Drug Testing, Job Training, Health Insurance, Non-Discrimination) (1%)	Total Bid Evaluation Preference Reduction	Bid Evaluation Total with Preference Reduction (Used Only for Determination of Low Bidder)
Engineer's Estimate	$ 39,860.00				
Response 1	$ 30,056.00	$0.00	$0.00	$0.00	***$30,056.00***
EECCO, LLC		0%	0%		
Response 2	$ 31,444.25	$0.00	($314.44)	($314.44)	**$31,129.81**
Quicksilver Concrete		0%	-1%		
Response 3	$ 32,911.00	$0.00	$0.00	$0.00	**$32,911.00**
England Construction		0%	0%		
Response 4	$ 36,999.14	$0.00	($369.99)	($369.99)	**$36,629.15**
Bowen Construction		0%	-1%		
Response 5	$ 38,000.00	$0.00	$0.00	$0.00	**$38,000.00**
Triple J Concrete		0%	0%		
Response 6	$ 49,500.00	$0.00	$0.00	$0.00	**$49,500.00**
Beck Construction		0%	0%		
Response 7	$ 50,176.34	$0.00	$0.00	$0.00	**$50,176.34**
Stapp Construction		0%	0%		

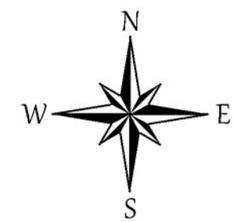
WEST VALLEY CITY

PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

3500 SOUTH 4900 WEST
SAFE SIDEWALK PROJECT
WVC ENG SP-424

WEST VALLEY CITY

PROJECT LOCATION



Roger Rappleye
PROJECT ENGINEER

APPROVED

WEST VALLEY CITY ENGINEER

DRAWING INDEX

SHEET No.	DESCRIPTION
	COVER SHEET
AB-1	ABBREVIATION, LEGEND AND NOTES
SC-1	SURVEY CONTROL AND INDEX SHEET
PP-1	PLAN AND PROFILE

ITEM #: _____
FISCAL IMPACT: $393,471.45
FUNDING SOURCE: General Fund

ISSUE:

A resolution accepting an insurance proposal with Workers Compensation Fund ("WCF") for renewal of a full indemnity plan for West Valley City's workers compensation claims.

SYNOPSIS:

WCF provides a full indemnity plan for claims for a monthly premium. Full indemnity means that WCF not only processes and pays claims, but administers all workers compensation related matters, including litigation.

BACKGROUND:

WCF currently provides full indemnity workers compensation insurance which means that WCF handles all aspects of workers compensation claims for a monthly premium. The partnership with WCF has been very successful and resulted in increased efficiency and decreased costs during the last year with WCF. This year, the City's premium will be reduced by approximately $18,560.48 as a result of coordination with WCF and effective risk management and prevention by the City.

RECOMMENDATION:

City staff recommends approval of the resolution by the City Council.

SUBMITTED BY:

Paul Isaac, Assistant City Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL WITH WORKERS COMPENSATION FUND TO RENEW A FULL INDEMNITY WORKERS COMPENSATION PROGRAM FOR WEST VALLEY CITY.

WHEREAS, West Valley City (the "City") provides workers' compensation coverage for its employees and volunteers through a program with the Workers Compensation Fund ("WCF"); and

WHEREAS, the City desires to renew its workers compensation insurance coverage in exchange for a monthly insurance premium; and

WHEREAS, WCF has the expertise and desire to provide these services to the City; and

WHEREAS, the City desires to accept WCF's proposal to provide a full indemnity workers compensation program for the 2017 fiscal year; and

WHEREAS, a proposal has been prepared for execution by the City, a copy of which is attached hereto and entitled "Insurance Proposal" , which set forth the rights, duties, and obligations of each of the parties thereto; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to accept WCF'S proposal for a workers compensation program;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the proposal is hereby approved in substantially the form attached, and that the Mayor and City Manager are hereby authorized to execute, for and on behalf of the City, the attached proposal and any other documents necessary to complete the renewal process, subject to approval of the final form of the documents by the City Manager and the City Attorney's Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____ _____, 2016.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

WCF INSURANCE

PRODUCER:
ROBYN PENIX
(385)351-8050

P.O. Box 2227
Sandy, Utah
84091-2227

Main: 385.351.8000
Toll Free: 800.446.2667

INSURANCE PROPOSAL

Proposal No: **1639186**

INSURED: **WEST VALLEY CITY CORP**
3600 CONSTITUTION BLVD
WEST VALLEY CITY, UT 84119

INSURED IS: **Corporation Governmental Entit**
EFFECTIVE DATE: **07/01/2016** To **07/01/2017**

Workers Compensation Fund is pleased to provide you with this proposal.

The premium for this policy will be determined by our manuals of rules, classifications, rates and rating plans.
All information required below is subject to verification and change.

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rates Per $100 of Remuneration	Estimated Annual Premium
STATE: UT				
STREET OR ROAD MAINTENANCE CONSTRUCTION	5509	1,620,942	3.57	$57,867.63
FIREFIGHTERS & DRIVERS	7710	6,231,889	4.07	$253,637.88
CLERICAL OFFICE EMPLOYEES	8810	13,660,919	0.20	$27,321.84
MUNICIPAL EMPLOYEES	9417	19,776,746	2.56	$506,284.70
MANUAL PREMIUM				**$845,112.05**
EMPLOYERS LIABILITY		100/500/100		
EXPERIENCE MODIFICATION			0.61	-$329,593.70
SCHEDULE RATING (CR)			0.85	-$77,327.75
TOTAL STANDARD PREMIUM				**$438,190.60**
PREMIUM SIZE DISCOUNT			12.09%	-$52,977.25
TERRORISM		41,290,496	0.01	$4,129.05
CATASTROPHE-OTHER THAN CERTIFIED ACTS OF TERRORISM		41,290,496	0.01	$4,129.05
ESTIMATED ANNUAL PREMIUM				**$393,471.45**
Total Due For:	**UT**			**$393,471.45**

Proposal Prepared: **06/22/2016** | Requestor: **RPENIX**

PROPOSAL SUMMARY

INSURED: **WEST VALLEY CITY CORP**
3600 CONSTITUTION BLVD
WEST VALLEY CITY, UT 84119

COMPANY:	PROPOSAL NO:	TOTAL DUE:
WORKERS COMPENSATION FUND	**1639186**	**$393,471.45**

It is agreed that the total amount of $393,471.45 will be paid in installments according to the following schedule:

	Due Date:	Amount:
DOWN PAYMENT	**07/01/2016**	**$98,367.86**
	08/01/2016	**$32,815.52**
	09/01/2016	**$32,815.52**
	10/03/2016	**$32,815.52**
	11/01/2016	**$32,776.17**
	12/01/2016	**$32,776.17**
	01/03/2017	**$32,776.17**
	02/01/2017	**$32,776.17**
	03/01/2017	**$32,776.17**
	04/03/2017	**$32,776.18**
	TOTAL:	**$393,471.45**

Coverage will be in force at 12:01 a.m. on the effective date on page one of this proposal, providing the signed proposal and required down payment have been received prior to this date.

APPROVED AS TO FORM
West Valley City Attorney's Office
By: [signature]
Date: 6.22.16

Estimated premium and all unpaid installments will be adjusted to reflect the final Experience Modification Factor determined by the Rating Bureau(s) upon receipt of that Experience Modification Factor.

Policies cancelled at the insured's request prior to expiration will be subject to short rate cancellation provisions.

This proposal is subject to pending rate changes.

Accepted by: [signature] Date: 6/22/16
(Signature of Owner, Partner, or Corporate Officer)

[ ] **Check is enclosed ($20 service charge for returned items.)**

OR Pay online @ https://www.wcf.com/pinv

Proposal Prepared: 06/22/2016

WCF INSURANCE

PRODUCER:
ROBYN PENIX
(385)351-8050

P.O. Box 2227
Sandy, Utah
84091-2227

Main: 385.351.8000
Toll Free: 800.446.2667

INSURANCE PROPOSAL

Proposal No: **1639186**

INSURED: **WEST VALLEY CITY CORP**
3600 CONSTITUTION BLVD
WEST VALLEY CITY, UT 84119

INSURED IS: **Corporation Governmental Entit**
EFFECTIVE DATE: **07/01/2016** To **07/01/2017**

Workers Compensation Fund is pleased to provide you with this proposal.

The premium for this policy will be determined by our manuals of rules, classifications, rates and rating plans.
All information required below is subject to verification and change.

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rates Per $100 of Remuneration	Estimated Annual Premium

Minimum Premium: $400.00

Please see Proposal Summary for payment due amount.

For your protection, Utah law requires the following to appear on this form: Any person who knowingly presents false or fraudulent underwriting information, files or causes to be filed a false or fraudulent claim for disability compensation or medical benefits, or submits a false or fraudulent report or billing for health care fees or other professional services is guilty of a crime and may be subject to fines and confinement in state prison.

Proposal Prepared: **06/22/2016** | Requestor: **RPENIX**

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2007, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury--in concurrence with the Secretary of State, and the Attorney General of the United States--to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a $100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds $100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is ___$8,258.10___, and does not include any charges for the portion of losses covered by the United States government under the Act.

Name of Insurer: WORKERS COMPENSATION FUND
Policy Number: PROPOSAL

Copyright: 2007 National Association of Insurance Commissioners

Item: _____
Fiscal Impact: _____
Funding Source: _____
Account #: _____

Budget Opening Required: ☐

ISSUE:

Renew contracts with Behavioral Health Strategies for mental health benefits to the City's employees.

SYNOPSIS:

Renew the contracts for Fiscal Year 2016-2017.

BACKGROUND:

Behavioral Health Strategies has been providing mental benefits for West Valley City for several years. Bloomquist Hale, our current employee assistance provider, and University of Utah Health Care have teamed together to provide mental health benefits at a low cost to the city. We have had amazing success in keeping our premium costs low during the past few years.

RECOMMENDATION:

Approve the resolution.

SUBMITTED BY:

Paul Isaac, Assistant City Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO._____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH BEHAVIORAL HEALTH STRATEGIES TO PROVIDE MENTAL HEALTH BENEFITS FOR CITY EMPLOYEES FOR FISCAL YEAR 2016-2017.

WHEREAS, West Valley City currently offers mental health benefits to its employees through an Agreement with Behavioral Health Strategies; and

WHEREAS, the City desires to continue to provide said benefits to its employees; and

WHEREAS, an agreement has been prepared for execution by and between the City and Behavioral Health Strategies, a copy of which is attached hereto and entitled, "Behavioral Health Strategies Medical Discount Program Amended Agreement" which describe the rights, duties, and obligations of each of the parties with respect to the provision of mental health benefits for City employees; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the employees and citizens of West Valley City to enter into the agreements with Behavioral Health Strategies for employee mental health benefits;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the Agreement between the City and Behavioral Health Strategies is hereby approved in substantially the form attached, and that upon approval of the final form of the Agreement by the City Manager and the City Attorney's Office, the Mayor is hereby authorized to execute said Agreement for and on behalf of West Valley City.

PASSED, **APPROVED**, and **MADE EFFECTIVE** this _____day of _____, 2016.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

BEHAVIORAL HEALTH STRATEGIES MEDICAL DISCOUNT PROGRAM AMMENDED AGREEMENT

THIS AMMENDED AGREEMENT (Amendment) is entered into the 1st day of July, 2016, by and between Behavioral Health Strategies, LLC, a Utah Limited Liability Company, (hereafter "BHS") and West Valley City (hereafter "Subscriber). BHS and Subscriber may be collectively referred to as the Parties and singularly as a Party.

THE PARTIES REPRESENT THAT:

A. BHS and Subscriber entered into a Behavioral Health Strategies Medical Discount Program Agreement (Agreement) dated July 1, 2010 for the provision of certain behavioral health services to individuals designated by Subscriber who are enrolled in Subscriber's Health Plan.

B. The Parties have determined that it is in their mutual interest to amend the terms of the Agreement as set forth below.

THE PARTIES AGREE AS FOLLOWS:

1. Attachment "A" Price Schedule, of the Agreement shall be deleted in its entirety and replaced with the attached Amended Attachment "A", and incorporated by this reference.

2. Attachment "C" Description of Payment Obligations Made By Subscriber to Member, of the Agreement shall be deleted in its entirety and replaced with the attached Amended Attachment "C", and incorporated by this reference.

3. Except as expressly amended above, all terms, conditions, and provisions of the Agreement shall remain in full force and effect.

4. Each person signing this Amendment warrants that the person has full legal capacity, power, and authority to execute this Amendment for and on behalf of the respective Party and to bind such Party.

INTENDING TO BE LEGALLY BOUND, the Parties have executed this Amendment effective as of the date first written above.

BEHAVIORAL HEALTH STRATEGIES, LLC	WEST VALLEY CITY
By_____	By _____
Name - Darrell T. Moon, Title - Executive Manager	Name_____
9980 South 300 West, Suite 100; Sandy UT 84107	_____
Address City State Zip	Address City State Zip

ATTACHMENT "A"

PRICE SCHEDULE:

THIS AMENDED ATTACHMENT "A" is a part of and subject to Behavioral Health Strategies Medical Discount Program Agreement by and between BHS and WVC by and between Behavioral Health Strategies, LLC and West Valley City, dated July 1st, 2010 (Agreement), as amended.

Capitalized terms used but not defined in this Attachment A have the meanings assigned them in the Agreement.

1. **Membership Fees**. Subscriber shall pay BHS the following membership fee per Participant per month for participation in the BHS Medical Discount Program. (Participant is defined as Subscriber's employees that are Members for which Subscriber has a payment obligation based on their enrollment in the West Valley City Health Plan). Payment shall be made directly to BHS by the last day of the month for which services are rendered.

    a. Single - $1.43
    b. 2 Party - $2.87
    c. Family - $5.02

2. **Employee Assistance Program Services-Blomquist Hale Consulting (BHC), Gateway EAP.** Subscriber shall pay BHC the following fees per Employee per month. Payment shall be made directly to BHC by the last day of the month for which services are rendered.

    a. No Health Plan Benefit - $3.00
    b. On Health plan Benefit - $3.60

3. **Administration Fees.** All clinical coordination and claims processing fees for Behavioral Health Services shall be paid by Subscriber directly to University Neuropsychiatric Institute (UNI-BHN) by the last day of the month for which services are rendered at the rate of:

    a. $1.04 per Single Subscriber per month
    b. $2.08 per Two Party Subscriber per month
    c. $3.64 per Family Subscriber per month

4. **Clinical Fees.**

    a. Effective as of July 1st, 2016, the Behavioral Health Treatment Delivery System Services and Psychiatrist Services portion of the services (Clinical Fees) shall convert from the per-participant, per-month fee to a claims reimbursement methodology. Subscriber shall be financially responsible for and reimburse UNI-BHN for the actual claims costs incurred by UNI-BHN in providing behavioral health clinical services and payment of claims for services provided under the Agreement.

    b. If a Member is in the hospital over the transition date of midnight July 1st, 2016 (Date A), the invoice for the total hospital stay for this admission shall be prorated based on the number of days services occurred on or before Date A, and the number of days on or after July 1st, 2016 (Date B). University Neuropsychiatric Institute (UNI-BHN) shall be responsible for the prorated portion up to and including Date A and Subscriber shall be responsible for the prorated portion on and after Date B.

    c. As a self-funded arrangement, Subscriber shall receive de-identified information for all claims payment requests by member and date of service. UNI-BHN shall invoice

Subscriber by the 15th of the month for the prior month's paid claims. Invoice terms shall be net 15 days upon receipt of invoice.

d. Christie Lowe shall be the contact person with UNI-BHN for all questions concerning UNI-BHN payments:

Christie Lowe
UNI-BHN
501 Chipeta Way
Salt Lake City, UT 84108
Phone: 801 587-8475
Christie.Lowe@hsc.utah.edu

ATTACHMENT "B"

SERVICES BY PROVIDER

I. Blomquist Hale Consulting Group, Inc. Employee Assistance Program Services

Service	Service Description
Workplace Based Education & Orientation:	Organizational Development Consultation to reduce workplace stressors; Supervisor Training in "troubled employee" recognition & initiation of services; Employee Education: self - help skills & orientation to access of EAP services.
Crisis Intervention	Call to 24 hour "hot line" with immediate response from crisis clinician. Initiation of same day / next day outpatient services.
Problem Resolution Counseling	Counselors assist individuals/families to identify difficulties and implement strategies that confront problems using a solution-focused counseling approach.
Access – Appointment	Services will be available 24 hours/day, 7 days/week. One telephone number operating 24 hours/day 7 days/week will provide access to all program services.

II. University Neuropsychiatric Institute – Behavioral Health Network (UNI-BHN): Behavioral Health Treatment Delivery System Services

Service	Service Description
Inpatient	Inpatient hospital services focused on stabilization and early transition to treatment in an outpatient setting.
Partial Hospitalization	A nonresidential treatment program that includes the major diagnostic services and psychosocial and prevocational treatment modalities found in a comprehensive inpatient program. Short term partial hospital or day treatment is designed to provide a "bridge" between inpatient and outpatient services.
Intensive Outpatient Program (IOP)	A nonresidential service that provides a coordinated intensive, and comprehensive treatment program consisting of regularly scheduled sessions within a structured, therapeutic milieu. The program consists of fewer hours per day than partial hospitalization.
Office Based Therapy	Treatment in an office setting for persons with illness that will not respond to problem resolution services. • provided by a therapist • selection of a therapist based on knowledge of the individual's needs, obtained face to face, and knowledge of therapist's skills obtained though analysis of objective data.

III. Psychiatrist Service Providers: Psychiatrist Services

Service	Service Description
Psychiatrist Medication Evaluation and Management	Psychiatrist evaluation, education, physical assessment and start of medication with appropriate follow-up and therapy.
Psychiatrist Patient Management	Patient admission, evaluation, physical assessment, medication management, and discharge services rendered by a psychiatrist in conjunction with extended intensive crisis intervention services, inpatient rapid stabilization services, partial hospitalization, or intensive outpatient program services

ATTACHMENT "C"

	Value		Med/Care	
	In-Network	Out-of-Network	In-Network	Out-of-Network
BLOMQUIST HALE CONSULTING **Employee Assistance Program (EAP)** *Help for: Depression, Anxiety, Marital and Family issues, Financial, Legal advice and referrals, Caregiver support, Drug & Alcohol assessments, 100% confidential, 24/7 Help.*	**NO COST** When treatment beyond the EAP is required, they'll help you find the best in-network provider and save you money.	N/A	**NO COST** When treatment beyond the EAP is required, they'll help you find the best in-network provider and save you money.	N/A
UNIVERSITY OF UTAH HEALTH CARE **UNI-BHN Treatment for Mental Health and Substance Use Disorders** *Call the EAP 801-262-9619 for help accessing mental health services offered by UNI-BHN.*	UNI-BHN Providers- See Below	No Benefit	UNI-BHN Providers- See Below	Providers- See Below
Outpatient Treatment Copay	*You Pay $20/Visit*	*No Benefit*	*You Pay $25/Visit*	*40% after deductible* *(Member responsible for difference between allowed amount vs. billed amount)*
Inpatient Treatment Coinsurance ***After Deductible is met**	*You Pay 20%**	*No Benefit*	*You Pay 20%**	*40% after deductible* *(Member responsible for difference between allowed amount vs. billed amount)*
Deductible: (Accrual Year is Calendar) **Individual** **Family** **Combined with Medical**	*$250* *$500*	*No Benefit*	*$500* *$1,500*	*$1,000* *$3,000*
Out Of Pocket Maximum: **Individual** **Family** **Copays & Coinsurances Apply** **Combined with Medical**	*$2,500* *$7,500*	*No Benefit*	*$3,000* *$9,000*	*$6,000* *$18,000*

***Please be aware:** If you are on the Med/Care plan and choose an out-of-network provider, you may be balance billed by the provider. For those of the Value plan, there is no out-of-network benefit and if you use an out-of-network provider, your will be responsible for all charges. Please be careful as this can be expensive. For help identifying in-network providers contact the EAP.

Residential Benefit – 60 Days maximum per year.

The following services are all paid under the outpatient benefit: Partial Hospitalization, In-Home Services, Intensive Outpatient Services, Transcranial Magnetic Stimulation (TMS) and Electro Convulsive Therapy (ECT).

**Keep your receipts and EOB's as evidence of your out-of-pocket expenses. For claims questions call (801) 587-6480

Special Notes: The Mental Health and Alcohol and Drug life-time maximum shall by the same as the medical life-time maximum.

All services must be considered medically necessary, if not, the member is responsible for 100% of the fees. The services paid for are for mental health procedures performed by mental health providers for patients with a primary diagnosis of mental health. Mental health refers to both mental health as well as alcohol and drug services. All prescription benefits will handled through the medical benefit plan.

APPROVED PROVIDER NETWORK: In-Network Providers are those who participate in the University Neuropsychiatric Institute - Behavioral Health Network (UNI-BHN).

Excluded Conditions: Grief, adjustment disorder, personality disorders, psychosexual disorders, paraphilias, mental retardation, autism, gambling addiction, kleptomania, pyromania, tourette's, conduct disorders, oppositional disorders, learning disabilities, mental or emotional conditions without manifest psychiatric disorder or non-specific conditions, enuresis and encopresis. However, access to a brief solution-focused problem solving intervention is available for any life problem through the EAP without exception.

Excluded Services: Biofeedback, hypnosis, massage, weight control training, smoking cessation, long-term acute hospitalization or custodial care, vocational counseling, encounter groups, office calls in conjunction with repetitive therapeutic injections, behavioral modification (other than the services available through the EAP), court ordered services, diagnostic work-ups to rule out organic disorders, psychological evaluations for legal purposes such as custodial rights, hospital charges while on leave of absence and treatment therapies for developmental delay or child developmental programs. ADD/ADHD services are included for assessment and medication management only. Any inpatient service where the patient self-discharges against medical advice is also excluded.

* The BHS Mental Health Discount Program is NOT INSURANCE. The membership fee paid to BHS gives an employer access to providers at discounted rates and is not a payment for services. Providers are paid directly; therefore, they guarantee to provide their services and the quality thereof, rather than BHS or its administrators making those guarantees.

Item: _____
Fiscal Impact: _____
Funding Source: _____
Account #: _____

Budget Opening Required: ☐

ISSUE:

Renew a contract with EMI to provide dental benefits to the City's employees.

SYNOPSIS:

Renew the contract for Fiscal Year 2016-2017.

BACKGROUND:

EMI is the current provider for dental benefits for City employees. The dental premiums will not increase for fiscal year 2016-2017.

RECOMMENDATION:

Approve the resolution.

SUBMITTED BY:

Paul Isaac, Assistant City Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO._____

A RESOLUTION AUTHORIZING THE CITY TO RENEW A POLICY WITH EMI HEALTH TO PROVIDE DENTAL BENEFITS FOR CITY EMPLOYEES FOR FISCAL YEAR 2016-2017.

WHEREAS, West Valley City currently offers dental benefits to its employees through a Policy with EMI; and

WHEREAS, the City desires to continue to provide said benefits to its employees; and

WHEREAS, an Administrative Services Agreement ("Agreement") has been prepared by EMI for execution by the City. This Agreement, a copy of which is attached hereto, describes the rights, duties, and obligations of each of the parties with respect to the provision of dental benefits for City employees; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the employees and citizens of West Valley City to renew the policy with EMI for employee dental benefits;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the Agreement between the City and EMI is hereby approved in substantially the form attached, and that upon approval of the final form of the Agreement by the City Manager and the City Attorney's Office, the Mayor is hereby authorized to execute said Agreement for and on behalf of West Valley City.

PASSED, **APPROVED**, and **MADE EFFECTIVE** this _____day of _____, 2016.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

EMI HEALTH

ADMINISTRATIVE SERVICES AGREEMENT

for

WEST VALLEY CITY

SELF-FUNDED DENTAL PLAN

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement relating to a self-funded benefit plan ("Agreement") is made and entered into by and between the West Valley City (hereinafter "Plan Sponsor"), West Valley City Self-funded Employee Benefit Plan (hereinafter "Health Plan"), and Educators Health Plans Life, Accident, and Health, Inc. (hereinafter "EMI Health").

EMI Health is a company organized under the laws of the State of Utah ("State") and duly qualified under the insurance laws of the State to provide certain administrative services in connection with self-funded employee benefit plans. Having been requested by Plan Sponsor, EMI Health is willing to provide administrative and consultative services for and on behalf of the Plan Sponsor in the manner set forth below.

Plan Sponsor desires to provide its eligible employees and their dependents who enroll (hereinafter "Enrollees") in the Plan Sponsor's Self-funded Plan (as more fully and completely described and defined in Appendix A, which is attached hereto and incorporated herein by this reference and hereinafter referred to as the "Plan") with the benefits set forth in the Plan. Plan Sponsor further desires to contract with EMI Health to have EMI Health provide services necessary for the administration and management of the Plan for Plan Sponsor, all according to the terms set forth below.

I. DUTIES OF EMI HEALTH

In consideration of the foregoing and of the mutual covenants, promises, and agreements more fully set forth in this Agreement below, EMI Health agrees to provide services necessary for the administration, operation, and implementation of the Plan, as follows:

1.1. Provide to the Plan Sponsor or its eligible employees all forms and documents necessary for (i) enrollment in the Plan, (ii) submission of claims, and (iii) other documents and forms necessary for Enrollees to receive or assign benefits offered by Plan Sponsor under the Plan. Provide to each Plan Participant two identification cards at no charge. Additional cards will be provided, upon request, for a fee, the amount of which will be determined by EMI Health.

1.2. Receive all new applications for membership in the Plan. Plan Sponsor will make all eligibility determinations and handle and resolve any and all disputes or disagreements with potential Enrollees over such eligibility determinations. (Refer to section 2.4)

1.3. Process and pay, according to the Plan, all claims received by EMI Health, in a timely manner, except claim forms that are not completed in proper form need not be paid and will be returned to the claimant with a request that the form be completed properly. Plan Sponsor acknowledges and agrees that (i) benefit determinations can only be made after a complete claim is submitted and fully processed by EMI Health and (ii) benefit determinations are subject to all eligibility requirements, limitations, exclusions, and other provisions of the Plan which are in effect when a claim is incurred.

1.4. Deny any and all claims that are, in the reasonable judgment of EMI Health, not within coverages outlined and provided in the Plan. When a claim is denied, advise the claimant Enrollee, in writing, of the fact of and the basis or reason for the denial.

1.5. Correspond with Enrollee claimants and their representatives regarding possible third-party liability or claimant liability for expenses paid by the Plan on behalf of Enrollee claimants and issue an initial written demand for payment or reimbursement. Beyond an initial written

demand (which demands will be given only where legally justified in the reasonable judgment of EMI Health and its legal counsel), EMI Health shall have no responsibility or liability for the refusal of Enrollee claimants or their representatives or other third parties to reimburse the Plan for such expenses and no obligation to take any legal action to enforce the Plan's subrogation rights. Notwithstanding the foregoing, EMI Health agrees to exercise, on behalf of the Plan Sponsor and the Plan, the right to offset the payment of future claims as a method of implementing recovery of any such unreimbursed sums. The aforesaid offset right, need only be exercised in those instances in which, in the reasonable judgment of EMI Health and its legal counsel, such right is properly and legally assertable. In providing the above services, EMI Health does not represent or guarantee that it will discover or pursue each and every subrogation opportunity, or that all attempts at collection will be successful. Plan Sponsor is ultimately responsible for such discovery, pursuit, and collection.

1.6. Process and, as applicable, pay claims for dependents qualified under the Plan for coverage, provided that EMI Health shall have the right (but not the duty) to verify that a dependent for whom a claim is submitted is, in fact, a dependent qualified for coverage, as defined by the Plan.

1.7. With respect to disputed claims, provide procedures and services for adjudication and settlement consistent with the procedures and services for handling disputed claims provided by EMI Health in the administration of other similar plans. Plan Sponsor has had full opportunity to review and become familiar with the procedures and process of EMI Health in handling of disputed claims and hereby accepts and agrees to the same. Except as hereinafter provided with respect to the rights of the Plan Sponsor, EMI Health will have the authority and is hereby empowered on behalf of the Plan Sponsor to adjudicate and, as deemed appropriate in its reasonable judgment, settle any disputed claims other than claims regarding eligibility determinations. As part of the disputed claims handling process, a claims review committee will be utilized as the initial screen for any potential disputed claim. A claim settled or otherwise resolved by the claims review committee is not a disputed claim. EMI Health has no responsibility for the consequences, implications, or other results of the Plan Sponsor's determination to pay a claim or otherwise settle a claim over the objection or otherwise contrary to the claim determination made by EMI Health. In all events, EMI Health will follow its established procedures and shall follow through in a timely fashion at each level of the adjudication and resolution process.

1.8. Once a year, at the request of the Plan Sponsor, provide an accounting showing total remittances made by Plan Sponsor for the year.

1.9. On a monthly basis, invoice the Plan Sponsor for claims paid and for billed rates (as described in section 3.1).

1.10. Employ such personnel as it deems necessary to perform the duties and obligations required by this Agreement. EMI Health will pay all expenses incurred by it in the performance of its obligations hereunder, including, but not limited to, compensating its personnel, independent contractors, and the costs of office space and facilities, postage, telephone and other communication expenses, routine claim adjustments, computer operations and programming, and other ordinary expenses regularly incurred in the administration and operation of an employee benefit program of this nature. Other than for its own tax obligations, including with respect to its own employees, EMI Health will not, however, be responsible for any taxes (federal, state, or local) tax withholding, reporting, or other tax matters, obligations, or liabilities related to the Plan, the Enrollees (including employees of the Plan Sponsor), or other covered persons, or of the Plan Sponsor, its contractors,

agents, employees, etc.; nor shall EMI Health bear extraordinary claims adjustment expenses such as the cost of special investigation or reporting services or any claim arising out of the payment or failure to pay a claim when acting pursuant to the determination responsibilities set forth in this Agreement or otherwise at the directions of Plan Sponsor. Plan Sponsor will also reimburse EMI Health for a proportionate share of any cost or expense reasonably incurred by EMI Health relating to such taxes, including costs and reasonable attorneys' fees incurred in disputing such taxes, and any interest, fines, or penalties relating to such taxes.

1.11. Provide, with respect to the Plan as currently constituted or as hereafter amended during the term of this Agreement, as and to the extent requested in writing by the Plan Sponsor, within reasonable bounds, evaluation of and consultation with the Plan Sponsor concerning the structure, economics, needs, and costs associated with the purchase and acquisition of stoploss coverage for excess liability. The scope and extent of services rendered hereunder that are covered by the compensation and payments provided under this Agreement shall be in the reasonable discretion of EMI Health. In all events, a written request by the Plan Sponsor for such services shall be discussed and the scope and extent of the project shall be pre-defined with EMI Health providing to the Plan Sponsor an estimate of additional cost for the portions of the subject project that EMI Health believes are outside the coverage of this Agreement ("Additional Services"). If EMI Health determines that the project involves Additional Services or that the number of projects has now resulted in a requested project being in the category of Additional Services, EMI Health is not obligated to proceed with the project until an agreement, satisfactory to EMI Health, has been reached as to the payment for the Additional Services.

1.12. Provide, as requested by the Plan Sponsor in writing, information and data necessary to assist the Plan Sponsor in the completion of the Form 5500s, as necessary.

1.13. If an overpayment should be discovered by either EMI Health or Plan Sponsor, EMI Health shall use diligent efforts toward the recovery of any loss therefrom. EMI Health shall not be required to initiate legal proceedings or any such recovery except where the same is the definitively proven and direct result of the gross negligence of EMI Health or its employees. If an underpayment is discovered, EMI Health shall promptly adjust such underpayment to the correct amount. Losses by reason of overpayment or errors in payment that cannot be recovered pursuant to this paragraph shall be borne by the Plan Sponsor, and EMI Health shall have no liability for such errors, provided they are reasonable, made in good faith, and within acceptable industry standards.

1.14. Provide HIPAA certificates to former employees of Plan Sponsor in a timely manner, as dictated by applicable law and with respect to former employees of the Plan Sponsor covered under the Plan during the administration of EMI Health under this Agreement.

1.15. Satisfy any and all reporting and disclosure requirements applicable with respect to the claims administration process for the period of EMI Health's administration under this Agreement, as the same are imposed by law.

1.16 Conduct all responsibilities in compliance with all then applicable HIPAA regulations, including guidelines governing automation, computer security, and beneficiary confidentiality, as more fully set forth in Schedule A to this Agreement.

1.17 Make a provider network available to Enrollees located in agreed to geographical sites.

EMI Health will provide directories of network providers, with periodic updates to the information in the directories. Providers in the network may change from time to time. EMI Health does not employ network providers and they are not agents or partners of EMI Health. Network providers participate in the network only as independent contractors. Providers and Enrollees are solely responsible for health care services rendered to Enrollees.

II. DUTIES OF PLAN SPONSOR

2.1. The Plan Sponsor is the sponsor with full legal and other responsibility for the administration, operation, and implementation of the Plan and, notwithstanding the provisions of this Agreement under which EMI Health has taken on certain duties and responsibilities, still retains ultimate discretionary authority and all final authority and responsibility for the Plan and its operation and all obligations and liabilities arising under the Plan. EMI Health is empowered and obligated to act only as expressly stated in this Agreement or as mutually agreed to in writing with the Plan Sponsor.

2.2. The Plan Sponsor retains all final authority and responsibility in developing and determining, in accordance with applicable law, the benefits to be provided under the Plan, the language and provisions describing such benefits, the Plan's plan document, plan booklet, and where necessary, trust document. Plan Sponsor will secure legal review of such documents from Plan Sponsor's legal counsel and will also assure that the Plan is consistent with all applicable requirements of law. Plan Sponsor will provide copies of all such documents to EMI Health for its review to ensure that EMI Health can administer the Plan's benefits in the manner described. Plan Sponsor will notify EMI Health in writing of any change in Plan benefits or any other relevant Plan provision, including termination of the Plan, within a reasonable time prior to the change becoming effective. Provided EMI Health can reasonably implement the change, it will do so as soon as administratively practicable after such notice, subject to any relevant fee adjustment as provided in Section 3.1.

2.3. Except as expressly allocated as a responsibility of EMI Health under Section I or Schedule A attached hereto, the Plan Sponsor shall be responsible to review, approve, and distribute to all eligible Plan Participants (and return to EMI Health when necessary) all appropriate and necessary materials and documents including, but not limited to, summary plan descriptions, plan language amendments, enrollment forms, and applications, as may be necessary for the operation of the Plan or to satisfy the requirements of State or Federal laws or regulations.

2.4. Provide EMI Health with a list of Enrollees in the Plan at the beginning of the plan year and on a monthly basis, names, member identification numbers, and level or type of coverage of Enrollees that have discontinued participation or signed up in the Plan during the previous month. EMI Health will be entitled to rely on the most current information in its possession regarding eligibility of Participants in paying Plan benefits and providing other services under this Agreement. Plan Sponsor will make all eligibility determinations and handle and resolve any and all disputes or disagreements with potential Enrollees over any of its eligibility determinations.

2.5. Pay to EMI Health, the first day of the month of coverage, all considerations required under this Agreement.

2.6. Distribute a current Summary Plan Description (SPD)/handbook to each Enrollee and provide information concerning the Plan to eligible employees who might become Enrollees.

2.7. Identify and disclose to EMI Health the name of one or two administrative or management level employees, officers, or other personnel of the Plan Administrator who are designated as the primary contacts for EMI Health with respect to the administration of the Plan. Also, cooperate with EMI Health, in assuring that such liaison officers are fully apprised of the details and substance of the Plan and this Agreement and cooperate in having such liaison officers participate in appropriate training and orientation with EMI Health to assure that the administration of the Plan by EMI Health in conjunction with the Plan Administrator is done efficiently and with a minimum of unnecessary cost or time expenditure.

2.8. Undertake reasonable educational and orientation efforts with Enrollee employees to assure their understanding of the Plan and the details of administration and operation of the same. Never represent or otherwise imply that EMI Health's role or responsibilities are other than as a contract administrator of the Plan, which the Plan Sponsor shall make clear is the ultimate responsibility of the Plan Sponsor.

2.9. Provide access to all information (with appropriate confidentiality protections and in compliance with applicable law, rules, and regulations) necessary to the proper administration of the Plan by EMI Health.

2.10. Coordinate with EMI Health, with respect to such compliance issues, and with respect to areas of compliance in the administration of the Plan with which EMI Health has experience, knowledge, and expertise, work closely with and correlate compliance with EMI Health. Plan Sponsor will take full responsibility for assuring that the Plan and its operation are in full compliance with all applicable law, rules, and regulations at all applicable levels of governmental oversight and regulation.

2.11 Employer attests that throughout the term of the Plan, Domestic Partner coverage will be equally available through all carriers who provide health coverage to the Employer's eligible Employees. If EMI Health suffers a loss due to a false statement contained in the documents submitted in connection with coverage for a Domestic Partner, or as a consequence of the failure to notify EMI Health of a change in circumstances, EMI Health will be entitled to recover reasonable attorney fees, in addition to damages for all such losses. The Plan Sponsor understands and agrees that EMI Health is not responsible to provide information for tax reporting purposes. The above guidelines represent requirements for coverage between EMI Health and the Employer only and should not be construed as legal advice or opinion concerning rights or obligations of Employer or Domestic Partners.

III. FEES, CLAIMS PAYMENT, AND OTHER MONETARY ISSUES

3.1. Plan Sponsor will pay to EMI Health the billed rates outlined in the most recent proposal or renewal letter on a monthly basis, on the first day of the month of coverage, based on participation levels (number) of Enrollees (covered employees) for the specified period.

The fees shall remain in effect during the term of the Agreement as set forth in Article IV; provided, however, that EMI Health may change such fees as follows: (a) on each renewal date, (b) any time changes are made to the Agreement or Plan which affect these fees, (c) when there are changes in laws or regulations which affect the services provided by EMI Health under this Agreement, or (d) if the number of employees covered by the Plan or any option of the Plan changes by 10% or more.

Any new fee which arises out of such change will be effective on the date such change occurs, even if such date is retroactive.

3.2. Plan Sponsor will reimburse EMI Health for claims paid immediately upon receipt of the monthly statement from EMI Health.

3.3 If, for any reason, the Plan Sponsor fails to make any payments required to be made under the terms of this Agreement at least two business days before the end of the month in which they are billed, or within 15 days following receipt of an invoice, or other written request for the same (whichever is later), EMI Health may

a. suspend all claim payments under this Agreement, any predecessor Agreement, or a successor Agreement among the parties until all outstanding invoices are paid in full, regardless of whether or not the suspension of claims payments affects EMI Health's liability as set forth herein.
b. suspend the performance of any and all other of its services to the Plan Sponsor under the Plan until such time as the Plan Sponsor makes the proper remittance and provides evidence, satisfactory in the sole and absolute discretion and judgment of EMI Health, that the financial condition and ability of the Plan Sponsor to perform its obligations hereunder is fully assured and sound.
c. charge interest to the Plan Sponsor on all past fees due to EMI Health at the rate of one and one-half percent (1½%) per month (18% per annum) or the maximum rate allowed by law, whichever is less.

It is acknowledged and agreed that in no event is EMI Health individually or personally responsible for the payment of claims under the Plan. The obligations of EMI Health hereunder in paying claims is as the representative of the Plan Sponsor, whose obligation it is to pay the claims. EMI Health shall have no obligation to arrange for payment of benefits under the Plan if the Plan Sponsor has not made the requisite funds available in accordance with this Agreement. Further, in no event is EMI Health obligated to use its own funds or amounts received in payment of its fees or expenses to pay claims, and the Plan Sponsor shall have all responsibility for any shortfall in funds necessary to pay claims (after application of funds to pay the fees and other amounts due and owing to EMI Health for its services hereunder).

3.4. EMI Health shall not be responsible for any late filings, penalties, fines, taxes, etc. that may result from suspension or cessation of performance described in this section.

IV. TERM AND TERMINATION

4.1. This Agreement will be effective July 1, 2016, and shall be effective through the last day of June 2017. This Agreement may automatically be renewed for one-year terms, unless the Plan Sponsor notifies EMI Health in writing by certified mail of its intent to terminated the contract at least sixty (60) days prior to the end of the current term.

4.2. This Agreement will terminate immediately on the failure of Plan Sponsor to adequately pay billed rates, unless corrected within 15 business days after written demand for such correction is given by EMI Health. This Agreement will also terminate if Plan Sponsor is in other material breach of agreement which is not corrected within 30 days after notice.

4.3. On termination of the Agreement, EMI Health will transfer to Plan Sponsor or any person designated by Plan Sponsor, less any sums owed by Plan Sponsor to EMI Health, control of all funds that belong to Plan Sponsor. EMI Health may provide Plan Sponsor with detailed claims and enrollment information, and any such other information that Plan Sponsor may reasonably request to facilitate transfer of administration of the Plan, which EMI Health holds in its records, files, or data base, only upon prepayment by Plan Sponsor of the reasonable estimated cost (including reasonable compensation for the time of EMI Health's employees, officers, and management) of providing the same.

4.4. Both parties agree to provide reasonable cooperation to effectuate a proper and efficient transition to the administration of the Plan by the Plan Sponsor or other contract administrator after the termination of this Agreement without renewal.

V. WARRANTIES

5.1. Plan Sponsor represents and warrants it has thoroughly considered the administrative requirements of the Plan and has had full opportunity to review the services, experience, and administrative wherewithal of EMI Health and has affirmatively, freely, and intentionally elected to contract with EMI Health to provide the services set forth in this Agreement.

5.2. Plan Sponsor further represents and warrants that it understands the financial and fiscal aspects of the Plan for which it assumes full responsibility for the fiscal integrity of its Plan.

5.3. EMI Health warrants and represents that it understands that all treatment and other medical or other records provided and or dealt with in connection with the rendition of the administrative services subject to the Agreement are confidential and will be handled by EMI Health and its employees engaged in the performance of the agreed services so as to avoid having them disclosed other than to Plan Sponsor's authorized personnel, to the covered person (or the covered person's parents if the covered person is a minor), or as required by an order of a court of competent jurisdiction.

5.4. During the term of this Agreement and for a period of six months after any termination of this Agreement, neither EMI Health nor Plan Sponsor may hire, pay, consult, or involve any officer, agent, or employee of the other party doing insurance, administrative services, or consultative services in insurance or administrative services except with the other party's written consent.

VI. STATUS OF EMI HEALTH

6.1 EMI Health is not an employer, partner, or joint venturer with Plan Sponsor. Under this Agreement EMI Health is not an insurer, underwriter, or guarantor of any of the benefits payable under this Plan, nor is it the Plan Administrator of the Plan, as that term is used under ERISA or any comparable federal or state law.

6.2. It is understood and agreed EMI Health is engaged to perform services under this Agreement as an independent contractor. EMI Health will use its best efforts to implement such written instruction, if any, as to policy and procedures that may be given by Plan Sponsor to EMI Health provided such instruction and directions are consistent and compatible with the description of services to be performed by EMI Health and are not in violation of or contrary to any laws or regulations.

VII. AUDITS

7.1. EMI Health will process and pay eligible benefits in accordance with the Plan adopted by Plan Sponsor as legally modified and amended from time to time during the administration period of EMI Health. Where any payment error exists and is discovered, EMI Health will use reasonable effort to effectuate a recovery of any payments made in error, but will not be required to initiate formal legal proceedings.

7.2. All records created or maintained by EMI Health in connection with the performance of its obligations under this Agreement shall be the property of EMI Health. During the term of this Agreement, Plan Sponsor, or its designee may inspect its records in EMI Health's custody at reasonable times during normal business hours and upon reasonable advance notice to EMI Health. Plan Sponsor or its designee may obtain copies of any or all of those records at its own expense.

7.3. Notwithstanding this right to inspect records, Plan Sponsor shall not have access to any reports created by EMI Health from the date EMI Health mails renewal information to Plan Sponsor, or the date Plan Sponsor issues a Request for Proposal, until EMI Health receives Plan Sponsor's signed renewal confirmation or written notice that Plan Sponsor has selected another contract administrator.

VIII. HOLD HARMLESS AND INDEMNIFICATION

8.1 EMI Health shall indemnify and hold harmless the Plan Sponsor against any expense, loss, lawsuit, settlement costs, penalty, damage, liability, claim, or judgment, including reasonable attorneys' fees, resulting from the grossly negligent acts or omissions or willful misconduct of EMI Health, its employees, officers, agents, and contractors, but only to the extent that such gross negligence or willful misconduct is a contributing cause of the expense, loss, suit, penalty, damage, claim, or judgment. This indemnification shall survive the termination of this Agreement.

8.2. The Plan Sponsor agrees to indemnify and hold harmless EMI Health against any expense, loss, lawsuit, settlement costs, penalty, damage, liability, claim, or judgment, including reasonable attorneys' fees, arising out of, or resulting from EMI Health's performance of its services hereunder where EMI Health has reasonably adhered to the framework of material policies, interpretations, rules, practices, and procedures made or established by the Plan Sponsor, or has otherwise performed its services without gross negligence or willful misconduct and in accordance with industry practices or is being considered an entity responsible for payment under the Plan, as referenced in Federal Medicare Secondary Payer laws and regulations. This indemnification shall survive the termination of this Agreement.

IX. MISCELLANEOUS PROVISIONS

9.1. This Agreement will bind and benefit the parties hereto and their respective successors or assigns, but it may not be assigned by either party without prior written consent of the other party.

9.2. This Agreement contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assured.

9.3. The interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of Utah without resort to its conflict-of-laws rules.

9.4. In the event any provision of this Agreement is rendered invalid or unenforceable by any proper act of the Federal or State government or declared null and void by any court of competent jurisdiction, the remainder of the provisions hereof will remain in force and in effect.

9.5. This Agreement, or any part, section, or provision hereof, may be amended at any time during the term hereof by the mutual written consent of the parties.

9.6. The section headings used herein have been inserted for convenience of reference only and do not in any way modify or restrict any of the terms or provisions hereof.

9.7. The failure by any party to this Agreement to object or take any action with respect to any conduct or omission of the other party will not be construed as a waiver of the breach or wrongful conduct or of any future breach of this Agreement.

9.8. Any notice required to be given pursuant to the terms or provisions of this Agreement must be in writing and may either be personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, addressed to each party at the addresses that follow:

EMI Health	President 852 East Arrowhead Lane Murray, Utah 84107
West Valley City	Aimee TyeCritchley 3600 S Constitution Blvd. West Valley City, Utah, 84119

9.9. Each party agrees to carry out all activities undertaken by it pursuant to this Agreement in conformance with all applicable federal and state laws.

9.10 Any claim, controversy, or dispute of any kind or nature arising out of, or in any way in connection with, this Agreement, the parties to this Agreement, or their conduct, directly or indirectly related to this Agreement and its subject matter (including the question of whether or not the resolution of the matter is subject to this arbitration clause) including, but not limited to, claims of breach of any covenant, promise, or obligation, or with respect to any warranty, representation, or certification under this Agreement shall be submitted for resolution through binding arbitration if the same is not resolved between the parties by negotiation and settlement. Such arbitration is mandatory, and both parties hereby knowingly and intentionally agree that binding arbitration is and shall be the exclusive method of resolving any such unresolved claim, controversy, or dispute. Either party may initiate arbitration proceedings by giving written notice to the other party (pursuant to the notice provisions provided hereunder) of the election to proceed with binding arbitration. The procedures and rules governing the requested arbitration proceeding shall be (1) the terms of this Agreement governing arbitration and the procedures for the same and (2) the Utah Arbitration Act (Utah Code Ann. 78-31a-1- et seq). In the event of any inconsistency between the listed procedures and rules, the earlier listed provisions shall govern over the later listed provisions. The arbitration shall be conducted by a single arbitrator selected by mutual agreement of the parties hereto from a panel provided by an independent arbitration association. In the absence of an

agreement by the parties as to the selection of an arbitrator, the arbitrator named by each of the parties shall, together, select the arbitrator for the proceeding from the said panel. All costs of the arbitration proceeding shall be borne equally by the parties hereto. Upon request by the selected arbitrator, each party will deposit in advance with the selected arbitrator a sum sufficient to cover the reasonably estimated costs of the arbitration proceeding payable to the arbitrator with respect to the conduct of the arbitration proceeding. Any failure to deposit such sums in the time frame required shall entitle the other party to the entry by the arbitrator of a default award in favor of such non-defaulting party in accordance with the relief requested by such non-defaulting party. The parties agree that the arbitrator may include in the award reasonable attorneys' fees incurred by the party prevailing in the arbitration proceeding. The decision and award of the arbitrator shall be final and binding upon the parties.

9.11. EMI Health's only duties with respect to ERISA or the Plan including, but not limited to, any responsibilities to provide notices of any legal right under ERISA or COBRA, as well as all obligations of disclosure and reporting are those which are expressly set forth and designated as duties of EMI Health. The parties agree that final discretion to deny or allow claims under the Plan rests in the Plan Sponsor.

9.12. The obligations of either EMI Health or Plan Sponsor under this Agreement shall be suspended during the continuance of any force majeure applicable to the party. The term "force majeure" shall mean any cause not reasonably within the control of the party claiming suspension, including, without limitation, an act of God, industrial disturbance, war, riot, weather-related disasters, earthquake, governmental action, and unavailability or breakdown of equipment. The party claiming suspension under this provision shall take reasonable steps to resume performance as soon as possible without incurring unreasonably excessive costs.

9.13. If bankruptcy, receivership, or liquidation proceedings are commenced with respect to any party hereto, and if this Agreement has not otherwise been terminated, then a non-filing party may suspend all further performance of this Agreement pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision of Federal or State law. Any such suspension of further performance by a non-filing party pending the defaulting party's assumption or rejection will not be a breach of this Agreement and will not affect the non-filing party's right to pursue or enforce any of its rights under this Agreement or otherwise.

9.14. The Plan Sponsor represents and warrants that it is duly organized, validly existing, and in good standing and authorized to conduct business under the laws of Utah and in the State of Utah. Plan Sponsor has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Each of the persons signing below on behalf of Plan Sponsor represents and warrants that they have been duly authorized by appropriate action to execute this Agreement for and on behalf of Plan Sponsor.

9.15. This Agreement shall inure to the benefit of the respective parties hereunder, devisees, personal representatives, successors, and assigns.

9.16. Any facsimile signature on any counterpart shall be deemed to be an original signature for all purposes and shall fully bind the party whose authorized officer's or agent's facsimile signature appears on the counterpart.

X. SCHEDULES TO THE AGREEMENT

The following list of Schedules attach to, become part of the body of this Agreement, and are herein incorporated by reference. Schedules subsequently executed by both parties and attached hereto, shall be deemed amendments to this Agreement.

TITLE OF SCHEDULE

PRIVACY/SECURITY ISSUES – Schedule A

IN WITNESS THEREOF, the parties hereto sign their names as duly authorized officers and have executed this Agreement.

PLAN SPONSOR:

WEST VALLEY CITY

ADMINISTRATOR:

EMI HEALTH

By:_____

Print Name: Steven Morrison

Its: President

Date: June 14, 2016

HEALTH PLAN:

WEST VALLEY CITY
SELF-FUNDEDEMPLOYEE DENTAL PLAN

SCHEDULE A

HIPAA PRIVACY AND SECURITY BUSINESS ASSOCIATE TERMS AND CONDITIONS BY AND BETWEEN EMI HEALTH AND WEST VALLEY CITY
Effective July 1, 2016

West Valley City (hereinafter "Health Plan") wishes to disclose certain information to EMI Health in the performance of this Agreement, some of which may constitute protected health information ("PHI"), as defined below. West Valley City and EMI Health intend to protect the privacy of PHI disclosed to EMI Health in compliance with the federal regulations set forth at 45 C.F.R. Parts 160 and 164 (the "Privacy Rule") issued pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA").

I. DEFINITIONS FOR USE IN THIS ADDENDUM

For the purposes of Schedule A, all capitalized terms shall have the meaning set forth in the Privacy or Security Rules, except as expressly provided herein. In addition, the following capitalized terms shall be defined as set forth below.

"**Breach**" will have the same meaning as defined by 45 CFR §164.402.

"**Breach Notification Rule**" will have the same meaning as "Notification in the Case of Breach of Unsecured PHI" at 45 CFR Part 164, Subpart D, as may be revised from time to time by the Secretary.

"**Business Associate**" shall have the meaning given to such term under the Privacy Rule, including but not limited to 45 C.F.R. § 160.103. EMI Health shall be referred to herein as Business Associate.

"**Covered Entity**" shall have the meaning given to such term under the Privacy Rule, including but not limited to 45 C.F. R. § 160.103. Health Plan shall be referred to herein as Covered Entity.

"**Data Aggregation**" shall mean, with respect to PHI created or received by EMI Health in its capacity as the Business Associate of Health Plan, the combining of such PHI with the PHI received by EMI Health in its capacity as a business associate of other covered entities, to permit data analyses that relate to the healthcare operations of the respective covered entities.

"**Designated Record Set**" shall have the same meaning as the phrase "designated record set" set forth in 45 C.F.R. § 164.501.

"Electronic Media" shall mean the mode of electronic transmissions. It includes the Internet, extranet (using Internet technology to link a business with information only accessible to collaborating parties), leased lines, dial-up lines, private networks, and those transmissions that are physically moved from one location to another using magnetic tape, disk, or compact disk media.

"Electronic PHI" will have the same meaning as defined by 45 CFR §160.103.

"Genetic Information" will have the same meaning as defined by Title I of GINA.

"EMI Health Information System" shall mean any electronic information system that is under EMI Health's custody and control and that is used by EMI Health or Covered Entity to store or transmit EPHI.

"**Individual**" shall have the same meaning as the term "Individual" as set forth in 45 C.F.R. § 164.501.

"**Individually Identifiable Health Information**" shall have the same meaning as the phrase "individually identifiable health information" as set forth in 45 C.F.R. § 164.501.

"**Privacy Rule**" shall mean the Standard for Privacy of Individually Identifiable Health Information, codified at 45 C.F.R. Parts 160 and 164, subparts A and E.

"**Protected Health Information**" shall have the same meaning as the phrase "protected health information" as set forth in 45 C.F.R. § 164.501.

"**Secretary**" shall mean the *Secretary of the Department of Health and Human Services* or his or her designee.

"**Security Incident**" shall mean the attempted or successful unauthorized access, use, disclosure, modification or destruction of electronic PHI or interference with system operations in an information system pursuant to 45 CFR §164.304. For purposes of this BAA a Security Incident does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts to penetrate computer networks or servers maintained by Business Associate.

"**Security Rule**" shall mean the Security Standards for the protection of Electronic PHI at 45 CFR, Parts 160 and 164, Subparts A and C, as may be revised from time to time by the Secretary.

"**Unsecured PHI**" shall mean PHI that is not secured through the use of a technology or methodology that renders such PHI unusable, unreadable or indecipherable to unauthorized individuals pursuant to 45 CFR §164.402.

II. HIPAA PRIVACY OBLIGATIONS

Section 1. Use of Protected Health Information. EMI Health may use PHI, created or received pursuant to this Agreement, to carry out the purpose of this Agreement. EMI Health shall not, and shall ensure that its directors, officers, employees, contractors, subcontractors, and agents do not, use PHI created or received pursuant to this Agreement in any manner that would constitute a violation of the Privacy Rule if done by Covered Entity, except that EMI Health may use PHI for its proper management and administration; and for the purposes set forth in Section 11 ("Data Aggregation") of this Schedule A.

Section 2. Disclosure of Protected Health Information. EMI Health may disclose PHI, created or received *pursuant to this Agreement*, to carry out the purposes of this Agreement. EMI Health shall not, and shall ensure that its directors, officers, employees, contractors, subcontractors, and agents do not, disclose PHI created or received pursuant to this Agreement in any manner that would constitute a violation of the Privacy Rule if disclosed by Covered Entity, except that EMI Health may disclose PHI for its own management and administration; as required by law; or as set forth in Section 11 of this Schedule A ("Data Aggregation"). To the extent EMI Health discloses PHI for its own management and administration it must obtain, prior to making any such disclosure (i) reasonable assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement, and only disclosed as required by law or

for the purposes for which it was disclosed to such third party; and (ii) an agreement from such third party to immediately notify EMI Health of any breaches of the confidentiality of the Protected Health Information, to the extent it has obtained knowledge of such breach.

Section 3. Security of Electronic PHI. To fulfill its obligations under the Security Rule, Business Associate agrees to do the following:

i. Establish and maintain appropriate administrative, physical and technical safeguards, as provided in 45 CFR §§ 164.308, 164.310, and 164.312, respectively, that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic PHI.
ii. Follow generally accepted system security principles and the requirements of the Security Rule.
iii. Establish and maintain appropriate policies and procedures and documentation, as provided in 45 CFR §164.316.
iv. Ensure that any agent, including a subcontractor, to whom it provides Electronic PHI, agrees to implement reasonable and appropriate safeguards to protect such Electronic PHI.
v. Report any Security Incident to Covered Entity within ten (10) business days of becoming aware of such Security Incident.

Section 4. Safeguards against Misuse of Information. EMI Health agrees that it will implement all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement.

Section 5. Reporting of Disclosures of Protected Health Information. EMI Health shall, within five (5) business days of first becoming aware of a disclosure of PHI made in violation of this Agreement by EMI Health, its officers, directors, employees, contractors, or agents, or by a third party to which EMI Health disclosed PHI, report any such disclosure to Covered Entity. Knowledge of any improper use or disclosure by an agent or subcontractor of EMI Health shall not be imputed to EMI Health unless and until such agent or subcontractor reports such improper use or disclosure to EMI Health's HIPAA Privacy Officer.

Section 6. Agreement by Third Parties. EMI Health agrees to ensure that its agents (including subcontractors) to whom it provides PHI received from Covered Entity or created or received pursuant to this Agreement, agree in writing, to the same restrictions and conditions that apply to EMI Health pursuant to this Agreement with respect to such PHI.

Section 7. Access to Information. On behalf of Covered Entity, EMI Health shall administer all requests by an Individual for access to his or her PHI made pursuant to section 164.524 of the Privacy Rule. EMI Health will respond to all such requests for access consistent with the requirements of the Privacy Rule. In the event that an Individual makes a request for access to his or her PHI directly to the Covered Entity, EMI Health shall provide Covered Entity with such PHI within ten (10) business days of a written request by Covered Entity.

Section 8. Availability of Protected Health Information for Amendment. On behalf of Covered Entity, EMI Health shall administer all requests by an Individual for amendment of his or her PHI made pursuant to section 164.526 of the Privacy Rule. EMI Health will respond to all such requests for amendment, and make such amendments where appropriate, consistent with the requirements of the Privacy Rule. In the event that an Individual makes a request for amendment of his or her PHI directly to the Covered Entity, EMI Health shall provide Covered Entity with such PHI within ten (10) business days of a written request by Covered Entity for such PHI.

Section 9. Accounting of Disclosures. On behalf of Covered Entity, EMI Health shall administer all requests by an Individual for an accounting of disclosures of his or her PHI made pursuant to section 164.528 of the Privacy Rule. EMI Health will respond to all such requests for an accounting consistent *with the requirements* of the Privacy Rule. In the event that an Individual makes a request for an accounting of disclosures of his or her PHI directly to the Covered Entity, EMI Health shall provide Covered Entity with information necessary to respond to such request within ten (10) business days of a written request by Covered Entity for such PHI. EMI Health shall implement policies and procedures sufficient to enable it to respond to a request for an accounting made pursuant to section 164.528 of the Privacy Rule.

Section 10. Breach Notification Requirements.

(a) For purposes of this Section 9, Business Associate shall have the responsibility, following a suspected Breach by Business Associate, to determine if such Breach constitutes a Breach of Unsecured PHI in accordance with the Breach Notification Rule. Business Associate shall notify the Covered Entity, in writing, within ten (10) business days following Business Associate's discovery of a Breach of Unsecured PHI.

(b) To the extent that Business Associate determines that a Breach of Unsecured PHI has occurred, Business Associate shall provide written notice, on behalf of the Covered Entity, within no more than sixty (60) days following the date the Breach of Unsecured PHI is discovered by Business Associate, or such later date as is authorized under 45 CFR §164.412, to:
   (1) each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used or disclosed as a result of the Breach; and
   (2) the media, to the extent required under 45 CFR §164.406.

(c) Unless the individual has agreed to electronic notice as set forth in 45 CFR §164.404, Business Associate shall send notices to individuals described herein using the last known address of the individual on file with Business Associate. If the notice to any individual is returned as undeliverable, Business Associate shall take such action as is required by the Breach Notification Rule.

(d) Business Associate shall be responsible for the drafting, content, form and method of delivery of each of the notices required to be provided by Business Associate under this Section 5; provided, however that Business Associate shall comply, in all respects, with 45 CFR §164.404 and any other applicable breach notification provisions of the Breach Notification.

(e) Any notices required to be delivered by Business Associate hereunder shall be at the expense of the Business Associate.

(f) Business Associate shall conduct any risk assessment necessary to determine whether notification is required hereunder and will maintain any records related thereto in accordance with Business Associate's internal policies and procedures and the applicable provisions of the Breach Notification Rule.

Section 11. Changes/Revocation of Individual Authorization. Covered Entity shall notify EMI Health of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect EMI Health right to use or disclose such PHI.

Section 12. Agreed-to Restrictions or Confidential Communication. On behalf of Covered Entity, EMI Health shall administer all requests by an Individual for a restriction on the disclosures of PHI or for confidential communications regarding his or her PHI made pursuant to section 164.522 of the Privacy Rule. EMI Health will respond to all such requests for restrictions or confidential communications, and accommodate such requests where appropriate, consistent with the requirements of the Privacy Rules.

Section 13. Data Aggregation Services. EMI Health may use PHI created or received pursuant to this Agreement to provide data aggregation services to Covered Entity, as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

Section 14. De-identification of PHI. EMI Health may de-identify any and all PHI received or created pursuant to this Agreement provided that the de-identification process conforms to the requirements of 45 C.F.R. § 164.514(b).

Section 15. Availability of Books and Records. EMI Health agrees to make its internal practices, books, and records relating to the use and disclosure of PHI created or received pursuant to this Agreement available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule.

Section 16. Modifications to Privacy or Security Rules. If the Privacy or Security Rules are modified in any way impacting the ASO Agreement or this Schedule A, Covered Entity and EMI Health shall, prior to the compliance date for such modifications, amend the ASO Agreement and Schedule A, as appropriate, to ensure compliance with such modification.

Section 17. Effect of Termination. Upon termination of this Agreement for any reason, EMI Health shall return and/or destroy all PHI received or created pursuant to this Agreement that it maintains in any form and shall retain no copies of such information. If return or destruction of such PHI is not feasible, EMI Health will continue to extend protections of this Agreement to such information and limit further use or disclosure of such PHI to those purposes that make the return or destruction infeasible, for so long as EMI Health maintains such PHI.

III. SECURITY OBLIGATIONS AND ACTIVITIES OF EMI HEALTH

Section 1. EMI Health shall implement Administrative, Physical, and Technical Safeguards that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of the EPHI that it creates, receives, maintains, or transmits on behalf of Covered Entity pursuant to the ASO Agreement.

Section 2. EMI Health shall ensure that any agent, including a subcontractor, to whom it provides EPHI agrees to implement reasonable and appropriate safeguards to protect such EPHI.

Section 3. EMI Health shall report to Covered Entity any Security Incident of which it becomes aware within ten (10) business days of first learning of any such Security Incident. However, EMI Health's obligation to report a Security Incident shall not include an immaterial incident, such as "knocks and pings" on its Information System and unsuccessful efforts to improperly access its Information System. EMI Health's shall be deemed to be aware of a Security Incident, where such Security Incident is reported to its HIPAA Privacy and Security Officer. Knowledge of a Security Incident by an agent or subcontractor of EMI Health shall not be imputed to EMI Health unless and until such agent or subcontractor reports such Security Incident to EMI Health's HIPAA Privacy and Security Officer.

IV.OBLIGATIONS OF COVERED ENTITY

Section 1. In accordance with 45 CFR §164.520, the Covered Entity will notify Business Associate of any limitation(s) in its notice of privacy practices, including, without limitation, any changes in, or revocation of, permission by an Individual to use or disclose PHI.

Section 2. Covered Entity will notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI. All information received by Business Associate should be regarded as PHI unless it clearly contains no PHI.

Section 3. Covered Entity shall ensure that it provides to Business Associate only that PHI which is minimally necessary to perform the services provided by the Business Associate.

Item: _____
Fiscal Impact: N/A
Funding Source: N/A
Account #: N/A

Budget Opening Required: ☐

ISSUE:

A resolution approving an agreement with Rocky Mountain Reserve to administer West Valley City's COBRA plan, which offers continuation of coverage under the West Valley City Health Plan to certain individuals, pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA).

SYNOPSIS:

This resolution approves an agreement entitled "COBRA Administrative Services Agreement" with Rocky Mountain Reserve ("RMR") to act as administrator of West Valley City's COBRA Plan. RMR will handle all aspects of the COBRA plan administration at a rate of $.048 per Benefit Enrolled Employee, $8.00 per mailing ($50 minimum), $2.00 per notice for optional mailing of general rights notices to all employees at the time of takeover and $75.00 Minimum Monthly Fee, with a rate guarantee of three years. RMR will transmit an invoice to West Valley City for service fees on the 1st day of each month.

RECOMMENDATION:

City staff recommends approval of the resolution.

SUBMITTED BY:

Paul D. Isaac, Assistant City Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT BETWEEN WEST VALLEY CITY AND ROCKY MOUNTAIN RESERVE, FOR ADMINISTRATIVE SERVICES RELATED TO THE CITY'S COBRA PLAN.

WHEREAS, West Valley City is required by the Consolidated Omnibus Budget Reconciliation Act (COBRA), to provide a temporary continuation of group health coverage to covered employees, their spouses, former spouses and dependent children when group health coverage would otherwise be lost due to certain specific events; and

WHEREAS, the City has a need for administrative services and management for its COBRA Plan; and

WHEREAS, the City wishes to contract with Rocky Mountain Reserve ("RMR"), administer all aspects of the COBRA Plan; and

WHEREAS, an agreement has been has been prepared for execution by and between the City and RMR entitled "COBRA Administrative Services Agreement" ("Agreement"), a copy of which is attached hereto, which sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to approve the Agreement with RMR;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the Agreement is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute the Agreement for and in behalf of West Valley City, subject to approval of the final form of the Agreement by the City Manager and the City Attorney's Office.

PASSED, **APPROVED**, and **MADE EFFECTIVE** this _____ day of _____ _____, 2016.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

COBRA Administrative Services Agreement

RECITALS

This Agreement is entered into as of July 1, 2016, between West Valley City ("Employer") and Rocky Mountain Reserve ("TPA").

A. Employer has adopted and sponsors the West Valley City Health Plan ("Plan"), which is a group health plan within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and the Internal Revenue Code of 1986,as amended (the "Code"), for eligible employees and their dependents.
B. The Plan is required to offer continuation of coverage to certain individuals pursuant to the provisions of §4980B of the Code and Part 6, Subtitle B, Title I of ERISA (collectively referred to herein as "COBRA").
C. Employer desires to obtain COBRA administrative services, and TPA desires to provide such administrative services.

In consideration of the mutual promises set forth in this Agreement, the Employer and TPA agree as follows.

ARTICLE I: INTRODUCTION

1.1 Agreement Effective Date and Term

This Agreement is effective July 1, 2016 ("Effective Date"). The initial term of the Agreement will be the initial 12-month period commencing on the Effective Date; thereafter, this Agreement will renew automatically on a month to month basis unless this Agreement is terminated in accordance with the provisions of Section 7.4.

1.2 Scope of Services

Services to be provided under the Agreement are set forth in Article III. TPA will comply with the specifications and requirements established in the Agreement.

1.3 Definitions

"Continuation Coverage" means the coverages following a Qualifying Event provided to a Qualified Beneficiary as required by COBRA.

"Continuation Coverage Period" means the period commencing on the date of a Qualifying Event and continuing for the maximum period specified in COBRA.

"Employer" means WEST VALLEY CITY.

"Litigation" means any litigation or other proceeding including but not limited to any judicial or administrative proceeding involving a dispute arising under COBRA or this Agreement, or an audit or proceeding by the Internal Revenue Service or the United States Department of Labor involving directly or indirectly the duties or responsibilities of the Employer or the TPA.

"Plan Administrator" means the administrator as defined in ERISA §3(16)(A) .

"Qualified Beneficiary" means any individual specified in COBRA who is eligible to elect Continuation Coverage.

"Qualifying Event" means an event upon which a Qualified Beneficiary must be given the opportunity to elect Continuation Coverage as specified in COBRA.

"TPA" means Rocky Mountain Reserve.

ARTICLE II: EMPLOYER OBLIGATIONS

2.1 Information to Be Furnished to TPA

During the term of this Agreement, Employer will furnish TPA with the information necessary to provide COBRA administrative services, including, but not limited to:

(a) The names of all Qualified Beneficiaries eligible to elect Continuation Coverage, as well as the COBRA Qualifying Event date and the type of event (i.e., termination), employee census information including the coverage that the employee had at the time of the Qualifying Event, and dependent information for all dependents covered under the employee's Plan at the time of the Qualifying Event.
(b) A basic census file of all benefit enrolled employees that includes personal demographic information and on a continuing basis the same information for all newly benefit enrolled employees.
(c) Copies of benefit plan summaries, group or policy numbers assigned by each carrier for benefit plans, and a list of full premium rates.
(d) Mailing addresses and any other information necessary to enable TPA to perform the administrative services under this Agreement;
(e) Information concerning any violations of COBRA known to Employer immediately upon acquiring such information.

All information required under this Section 2.1 will be provided in such format and at such intervals as is reasonably required by, and acceptable to, Employer and TPA.

2.2 Premiums and Grace Periods

Employer will determine the cost to the Plan for Continuation Coverage and establish the premium to be charged to Qualified Beneficiaries. Employer will also establish the length of the grace period within which a Qualified Beneficiary may pay premiums for Continuation Coverage without the loss of such coverage.

2.3 Provision of Names of Those Authorized to Act

Employer will provide TPA with the names of individuals authorized to act for the Employer in connection with this Agreement.

2.4 Collection of Premiums

As part of normal administration TPA will send required notices and collect applicable premiums on behalf of Qualified Beneficiaries and remit such premiums back to Employer for payment to carriers. TPA will each month also make available a remittance report detailing all COBRA activity

and payment information. It is Employer's responsibility to reconcile carrier invoices. At the client's request and for an agreed upon fee, TPA can provide carrier billing reconciliation services.

2.5 Changes in Premiums Rates

Employer is responsible to notify TPA when there are changes to premiums for benefit plans. TPA agrees to notify Qualified Beneficiaries of such changes in rates. Rate changes will only apply for future months after the change has been provided to TPA.

ARTICLE III: TPA RESPONSIBILITIES

3.1 TPA Services

TPA will:

(a) Determine whether a Qualifying Event has occurred.
(b) Determine who is eligible to receive COBRA coverage.
(c) Determine when required COBRA notices must be furnished and provide all required COBRA notices to employees, spouses, dependents, and Qualified Beneficiaries.
(d) Receive all required COBRA notices from employees, spouses, dependents, and Qualified Beneficiaries.
(e) Determine the date by when COBRA elections must be made and provide all necessary election forms.
(f) Receive and process duly executed COBRA election forms received from Qualified Beneficiaries.
(g) Determine whether a COBRA Continuation Coverage election is valid.
(h) Determine the duration of Continuation Coverage and whether an event has occurred terminating coverage.
(i) Design, print, and send monthly reminder statements to Qualified Beneficiaries who have elected Continuation Coverage stating the amount of the monthly premium for Continuation Coverage.
(j) Receive, process, and forward to the Employer amounts received as premiums from Qualified Beneficiaries for Continuation Coverage.
(k)Notify the carriers when qualified beneficiaries enroll or cease to be eligible for COBRA.
(l) If the Plan provides conversion rights, notify Qualified Beneficiaries within 90 days preceding the termination of the COBRA Continuation Coverage Period of the right to convert to an individual health insurance policy upon the expiration of the COBRA Continuation Coverage Period.

3.2 Eligibility Reports to Carriers

TPA will establish, maintain, and update an eligibility report to all carriers identified by Employer to TPA. Updated eligibility reports will be produced twice a month for each carrier.

3.3 Maintenance of Plan

TPA will establish, maintain, and update a roster containing the names of all participants who elect Continuation Coverage under the Plan and provide such roster to Employer on a monthly basis.

TPA will also maintain a roster of all benefit enrolled employees and agrees to send the General Rights Notice to all newly enrolled members. Employer is responsible to notify TPA with new employee enrollment information. In the event that a Qualifying Event has occurred and the initial enrollment information was not provided by the Employer, Employer agrees to pay a $25 fee per occurrence.

3.4 Deposit of Premium Payment

Upon receipt of premium payments from Qualified Beneficiaries for Continuation Coverage, TPA will deposit such amounts in an account established by the TPA, until such amounts are required to be remitted back to the Employer for payment to the applicable carrier. TPA will maintain and render accounting of the premiums received from Qualified Beneficiaries for Continuation Coverage, and remit the amounts collected to Employer at such times and in such manner as may be agreed upon by TPA and Employer, but not more frequently than monthly.

3.5 TPA Liability

TPA's liability to Employer shall be solely for actual damages incurred by Employer as a direct result of TPA's breach of its standard of care in providing any Service as set forth in this Agreement. TPA is not liable for any indirect, consequential, exemplary, punitive or special damage, loss, cost or expense of any type of nature including, without limitation, loss of business, profits, goodwill, anticipated savings or the loss or corruption of data, regardless of the form of the action or theory of recovery, and even if TPA has been advised of the possibility of any of the foregoing. TPA will not be liable for any action or non-action taken or not taken as the case may be in connection with Employer's instructions (whether written, oral or otherwise). EXCEPT AS EXPRESSLY SET FORTH INTHIS AGREEMENT, THE MAXIMUM TOTAL LIABILITY OF TPA SHALL BE LIMITED TO THE GREATER OF (A) DIRECT MONEY DAMAGES IN A TOTAL AGGREGATE AMOUNT NOT TO EXCEED THE AMOUNT PAID FOR SERVICES (AS DEFINED UNDER THIS AGREEMENT) DURING THE 12 MONTH PERIOD PRECEDING THE DATE THAT TPA IS NOTIFIED OF A DEFECTIVE SERVICE OR (B) $100,000. THIS REMEDY IS EMPLOYER'S SOLE AND EXCLUSIVE REMEDY.

ARTICLE IV: INDEMNIFICATION PROVISIONS

4.1 Indemnification by Employer

Employer agrees to indemnify and hold harmless TPA from and against any and all claims, suits, actions, liability, losses, damages, costs, charges, expenses, judgments, and settlements that TPA sustains as a result of any act or omission of Employer in connection with this Agreement.

Employer will not be obligated to indemnify TPA if it is determined that a judgment, determination, or settlement in litigation was paid as a result of an act or omission by TPA that was:

(a) criminal or fraudulent;
(b) an intentional disregard of TPA's obligation under this Agreement; or
(c) grossly negligent.

Notwithstanding the foregoing, Employer will indemnify and hold TPA harmless to the extent Employer concurred in, instructed, directed, or caused such acts or omissions by TPA.

4.2 Indemnification by TPA

TPA agrees to indemnify and hold harmless Employer from and against any and all claims, suits, actions, liability, losses, damages, costs, charges, expenses, judgments, and settlements that Employer sustains as a result of any act or omission of TPA in connection with the performance of services under this Agreement.

TPA will not be obligated to indemnify Employer if it is determined that a judgment, determination, or settlement in litigation was paid as a result of an act or omission by Employer which was:

(a) criminal or fraudulent;
(b) an intentional disregard of Employer's obligation under this Agreement; or
(c) grossly negligent.

Notwithstanding the foregoing, TPA will indemnify and hold Employer harmless to the extent TPA concurred in, instructed, directed, or caused such acts or omissions by Employer.

4.3 Survival of Provision

The provisions of this Article will survive the termination of this Agreement.

ARTICLE V: GENERAL PROVISIONS

5.1 Exclusive Responsibility for Operation of Plan

For purposes of this Agreement, Employer has the sole and exclusive authority and responsibility for the Plan, its provision of benefits, and its operation. TPA is empowered to act solely as agent for, and on behalf of, the Employer and only as expressly stated in this Agreement.

5.2 TPA as Agent

TPA agrees to perform the services specified in Article III. It is expressly understood that TPA is hereby appointed solely as the agent of Employer and not as a fiduciary or Plan Administrator of the Plan.

5.3 Liability for Benefits

The payment of benefits is the obligation of Employer. In the event that benefits become payable, even though a Qualified Beneficiary who elected Continuation Coverage (or any other individual to whom benefits have been provided under the Plan) has not paid premiums for such coverage, TPA will have no liability for payment of such benefits.

5.4 Employment of Counsel and Resolution of Litigation

In the event of Litigation, Employer and TPA each:

(a) Reserve the right to select and retain counsel to protect its interests;
(b) Will notify the other Party concerning the existence of such Litigation promptly upon learning of such Litigation;
(c) Will cooperate fully by providing the other Party with all relevant and unprivileged information and documents within its possession or control; and
(d) Will reasonably assist the other Party in preparation for Litigation and in the defense of Litigation.

5.5 Amendment

Employer may at any time request additions, alterations, deductions, or deviations (hereinafter "Change") to the Services provided hereunder. No such Change will be made to the Services unless made pursuant to a written amendment mutually agreed upon by the parties.

5.6 Records.

(a) *Maintenance of Records.* TPA will maintain separate records with respect to the services specified herein for seven calendar years following any year in which it performs services hereunder or, if longer, such period as provided under ERISA or other applicable law.
(b) *Inspection of Records.* TPA will permit Employer to inspect, examine, and copy records during normal business hours and upon reasonable notice from the Employer.

5.7 Choice of Law

This Agreement and the obligations of Employer and TPA will be governed and construed in accordance with the laws of the State of Colorado.

5.8 Assignment

TPA may assign or transfer this Agreement and attachments or amendments issued hereunder in connection with the sale of its assets, stock, or securities or in connection with any change of control.

ARTICLE VI: SERVICE FEES

6.1 Initial Case Set-Up Fee

An initial case set-up fee specified in Exhibit A, attached hereto and made a part hereof, will become payable to TPA at the time this Agreement is executed.

6.2 Service Fee

A service fee specified in Exhibit A will be paid by Employer to TPA. TPA reserves the right to increase or modify the service fee at any time upon 30 days notice to Employer after fulfillment of the rate guarantee period in Exhibit A. The service fee will be paid regardless of whether a Qualified Beneficiary electing Continuation Coverage pays the premiums for such coverage for the period billed or the month enrolled in such coverage.

Exhibit A includes a fee Per Benefit Enrolled Employee Per Month. Client agrees to enter online or provide information on new Benefit Enrolled Employees within 30 days of their enrollment. If information on Benefit Enrolled Employees is not provided and an employee is terminated and eligible for COBRA RMR may charge a $25 fee. There may be additional fees for divisional reporting.

6.3 Additional Fees

Charges for additional services requested by Employer not included in the Agreement will be agreed upon prior to the performance of such service by TPA.

6.4 When Fees Are Payable

TPA will transmit an invoice to Employer for service fees on or about the 1st day of each month for that month and will transmit invoices to Employer for additional services immediately following the performance of such services. Payment of services is due upon receipt of such invoice.

6.5 Late Penalty Fee

TPA reserves the right to charge a 1% late penalty fee compounded monthly on all past due accounts. In the event Employer fails to pay fees due TPA within 30 days of the invoice date, a late payment penalty will be assessed on the portion of the balance that is considered 31 days past due. The Employer is obligated to pay such penalty in addition to payment for services rendered upon receipt of penalty notification.

6.6 COBRA Administration Fee

TPA will retain the 2% COBRA Administration fee paid by the Qualified Beneficiary.

6.7 No Waiver

The Employer's or TPA's failure to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder will not be construed as a waiver of such term, condition, right, or privilege in the future.

ARTICLE VII: GENERAL PROVISIONS

7.1 Notices

All notices, certificates, or other communications hereunder will be sufficiently given and will be deemed given when mailed by certified or registered mail, postage prepaid, with proper address as indicated. TPA and Employer may, by written notice given by each to the other, designate any address or addresses to which notices or other communications to them will be sent when required as contemplated by this Agreement. Until otherwise provided by Employer and TPA, all notices, certificates, and communications to each of them will be addressed as follows:

To Employer: WEST VALLEY CITY
3600 Constitution Blvd.
West Valley City, UT 84119

Attn: Human Resources

To TPA: Rocky Mountain Reserve
PO Box 631458
Littleton, CO 80163
Attn: President

7.2 Severability

The invalidity or unenforceability of any provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement will be construed in all respects as if such invalid or unenforceable provision were omitted.

7.3 Survival of Obligations

The parties' obligations under this Agreement, which by their nature are intended to continue beyond the termination or expiration of this Agreement, will survive the termination or expiration of this Agreement.

7.4 Termination of Agreement

(a) This Agreement will terminate upon the first to occur of the following:
(1) The expiration of 30 days after written notice has been given by Employer or TPA to the other that Employer or TPA has breached any material obligation under this Agreement;
(2) The date specified in a written notice given by TPA to Employer of TPA's termination of this Agreement due to Employer's failure to remit to TPA charges for services; and
(3) The expiration of 90 days after written notice has been given by Employer or TPA to the other that either Employer or TPA desires to terminate this Agreement.

(b) In the event of termination of this Agreement, TPA will, unless Employer and TPA otherwise agree:
(1) Complete the processing of all amounts received by TPA as premiums payable by those who have elected Continuation Coverage prior to the termination;
(2) Release to Employer in any reasonably usable format agreed to by the Parties, all necessary records and files relating to billings, and in-force records that have been developed and maintained by TPA pursuant to this Agreement; and
(3) Deliver to Employer all unused materials, equipment, and specifications that were furnished by Employer.

Employer will fulfill all lawful obligations with respect to policies affected by the written agreement, regardless of any dispute between the Employer and TPA.

(c) If TPA performs any services pursuant to this Agreement following its termination including but not limited to services described in this Section 7.4, TPA will be entitled to its fees or other charges on the same basis as if the Agreement has continued in effect for the period during which such services were performed. TPA will transmit an invoice to Employer for services rendered following termination of this Agreement, and this invoice will be payable upon receipt.

7.5 Entire Agreement

This Agreement is entire and complete as to all of its terms and supersedes all previous agreements, promises, proposals and representations, whether oral or written. It may be executed in duplicate counterparts, each of which may be considered as original and fully enforceable. Except as otherwise provided in Article VII, no termination, revocation, waiver, modification, or amendment of this Agreement will be binding unless agreed to in writing and signed by Employer and TPA.

IN WITNESS WHEREOF, Employer and TPA have caused this Agreement to be executed by their duly authorized representatives as of the day and year set forth above.

Rocky Mountain Reserve	WEST VALLEY CITY
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Date	Date

EXHIBIT A

COBRA Administration Services, as Described in Article VI

Initial Setup Fee: Included with FSA Setup Fee.

Per Benefit Enrolled Employee Per Month Fee: $0.48

Optional mailing of open enrollment materials to QB's at open enrollment: $8 per mailing ($50 minimum)

Optional mailing of general rights notices to all employees at the time of takeover: $2.00 per notice.

Minimum Monthly Fee: $75

There may be additional fees for divisional reporting.

Rate Guarantee: 3 Years

Item: Zoll Cardiac Monitor
Fiscal Impact: $37,961.90
Funding Source: Existing Budget
Account #: _____

Budget Opening Required: ☐

ISSUE:

A resolution authorizing the purchase of 1, 12-Lead EKG monitor for the medical and fire division's critical care Paramedic program.

SYNOPSIS:

This resolution authorizes the purchase of one new Zoll X-Series Cardiac Monitor for the medical divisions that will be placed on the medical transport ambulance. The cost for the monitor will be $37,961.90. This purchase will be completed under West Valley City Municipal Code §5-3-110 as Procurement to Meet Existing Needs, so that the current Zoll monitors and equipment will be able to match up with the new units, and required training of personnel will be very short. The unit will also have a patch to all of the medical facilities which we currently have and, by keeping the same type of monitor, the Fire Department would not need to spend additional funds to make it possible to transmit data to medical facilities.

BACKGROUND:

The Fire Department is in current need of an additional Cardiac Monitor for our medical responses. This monitor will be used on scene calls, as our other monitors are currently used. This monitor will also be used for monitoring EKG, pulse oximetry, invasive cardia lines, end tidal capnography, and any other needs our critical care patients require. At this time the new unit will ensure that all transport units have this monitor type and capability

RECOMMENDATION:

Staff recommends approval of the resolution.

SUBMITTED:

John Evans, Fire Chief

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF ONE X-SERIES 12 LEAD EKG MONITOR FROM ZOLL MEDICAL CORPORATION FOR USE BY THE FIRE DEPARTMENT.

WHEREAS, West Valley City wishes to purchase one X-Series 12 Lead EKG monitor for use by the Medical and Fire Divisions critical care Paramedic program; and

WHEREAS, the purchase of the monitor from Zoll Medical Corporation meets Existing Needs as defined in §5-3-110 of the West Valley City Municipal Code, as the Fire Department currently uses Zoll brand monitors and the existing equipment is compatible with the new monitors; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interest of the citizens of West Valley City to purchase said monitor from Zoll Medical Corporation for use by the Fire Department.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah that the City is hereby authorized to purchase one X-Series 12 Lead EKG monitor from Zoll Medical Corporation for an amount not to exceed $37,961.90, and that the Mayor and the City Manager are hereby authorized to execute, for and on behalf of the City, any documents necessary to complete said purchase.

PASSED, APPROVED, and **MADE EFFECTIVE** this _____ day of_____, 2016.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

ZOLL Medical Corporation
Worldwide HeadQuarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

TO: West Valley City Fire Department

5545 West 3100 South
West Valley, UT 84119
Attn: **Nick Dodge**

email: nick.dodge@wvc-ut.gov
Tel: 801-963-3336

QUOTATION 222012 V:1

DATE: July 21, 2016

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2261511-01	**X Series ® Manual Monitor/Defibrillator $14,995** with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5"(16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display. **Accessories Included:** • Six (6) foot 3- Lead ECG cable • MFC cable • MFC CPR connector • A/C power adapter/ battery charger • A/C power cord • One (1) roll printer paper • 6.6 Ah Li-ion battery • Carry case • Declaration of Conformity • Operator's Manual • Quick Reference Guide • **One (1)-year EMS warranty** **Advanced Options:** **Real CPR Help Expansion Pack $ 995** CPR Dashboard quantitive depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI) • See - Thru CPR artifact filtering **ZOLL Noninvasive Pacing Technology: $2,550**	1	$46,295.00	$37,961.90	$37,961.90 *

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O unless set forth in or referenced by either document.

Page 1 Subtotal **$37,961.90**

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. **PRICES QUOTED ARE VALID FOR 60 DAYS.**
3. APPLICABLE TAX ADDITIONAL.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. **FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.**
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Nate Laird
Territory Manager
801-647-4590

ZOLL Medical Corporation
Worldwide HeadQuarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

TO: West Valley City Fire Department

5545 West 3100 South
West Valley, UT 84119
Attn: **Nick Dodge**

email: nick.dodge@wvc-ut.gov
Tel: 801-963-3336

QUOTATION 222012 V:1

DATE: July 21, 2016

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		Masimo Pulse Oximetry **SP02, SpCO $4,540** • Signal Extraction Technology (SET) • Rainbow SET (for SpCO & SpMet) **Masimo Advanced Parameters Option $4,990** • Rainbow Signal Extraction Technology (SET) • Advanced parameter license option (SpHb, SpOC, PVI, PI) **NIBP Welch Allyn includes: $3,495** • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff **End Tidal Carbon Dioxide monitoring (ETCO2) Oridion Microstream Technology: $4,995** Order required Microstream tubing sets separately **Interpretative 12- Lead ECG: $8,450** • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set **Invasive pressure waveform capability display with digital monitoring: $2,750** Order invasive pressure cable/ transducer separately **Two Temperature monitoring channels with digital displays: $ 995** Order Temperature probes separately				

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O unless set forth in or referenced by either document.

Page 2 Subtotal **$37,961.90**

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. **PRICES QUOTED ARE VALID FOR 60 DAYS.**
3. APPLICABLE TAX ADDITIONAL.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. **FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.**
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Nate Laird
Territory Manager
801-647-4590

ZOLL Medical Corporation
Worldwide HeadQuarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

TO: West Valley City Fire Department

5545 West 3100 South
West Valley, UT 84119
Attn: **Nick Dodge**

email: nick.dodge@wvc-ut.gov
Tel: 801-963-3336

QUOTATION 222012 V:1

DATE: July 21, 2016

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
2	8000-0341	**SpO2/SpCO/SpMet Rainbow Resuable Patient Cable: Connects to Single Use Sensors (4 ft)**	1	$245.00	$168.75	$168.75	*
3	8000-000371	**SpO2/SpCO/SpMet Rainbow DCI Adult Reusable Sensor with connector (3 ft)**	1	$845.00	$340.30	$340.30	*
4	8000-0580-01	**Six hour rechargeable Smart battery**	1	$495.00	$420.75	$420.75	*
5	8300-0250-01	**SurePower Charger Adapter**	1	$295.00	$82.45	$82.45	*
		***Reflects National Purchasing Partners (NPP) Contract Pricing.**					

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O unless set forth in or referenced by either document.

TOTAL **$38,974.15**

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. **PRICES QUOTED ARE VALID FOR 60 DAYS.**
3. APPLICABLE TAX ADDITIONAL.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. **FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.**
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Nate Laird
Territory Manager
801-647-4590

ZOLL QUOTATION GENERAL TERMS & CONDITIONS

1. ACCEPTANCE. This Quotation constitutes an offer by ZOLL Medical Corporation to sell to the Customer the equipment (including a license to use certain software) listed in this Quotation and described in the specifications either attached to or referred to in this Quotation (hereinafter referred to as Equipment). Any acceptance of such offer is expressly limited to the terms of this Quotation, including these General Terms and Conditions. Acceptance shall be so limited to this Quotation notwithstanding (i) any conflicting written or oral representations made by ZOLL Medical Corporation or any agent or employee of ZOLL Medical Corporation or (ii) receipt or acknowledgement by ZOLL Medical Corporation of any purchase order, specification, or other document issued by the Customer. Any such document shall be wholly inapplicable to any sale made pursuant to this Quotation, and shall not be binding in any way on ZOLL Medical Corporation.

Acceptance of this Quotation by the Customer shall create an agreement between ZOLL Medical Corporation and the Customer (hereinafter referred to as the "Contract" the terms and conditions of which are expressly limited to the provisions of this Quotation including these Terms and Conditions. No waiver change or modification of any of the provisions of this Quotation or the Contract shall be binding on ZOLL Medical Corporation unless such waiver, change or modification (i) is made in writing (ii) expressly states that it is a waiver, change or modification of this Quotation or the Contract and (iii) is signed by an authorized representative of ZOLL Medical Corporation.

2. DELIVERY AND RISK OF LOSS. Unless otherwise stated, all deliveries shall be F.O.B. ZOLL Medical Corporation's facility. Risk of loss or damage to the Equipment shall pass to the Customer upon delivery of the Equipment to the carrier.

3. TERMS OF PAYMENT. Unless otherwise stated in its Quotation payment by Customer is due thirty (30) days after the ship date appearing on ZOLL Medical Corporation invoice. Any amounts payable hereunder which remain unpaid after the date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid.

4. CREDIT APPROVAL. All shipments and deliveries shall at all times be subject to the approval of credit by ZOLL Medical Corporation. ZOLL Medical Corporation may at any time decline to make any shipment or delivery except upon receipt of payment or security or upon terms regarding credit or security satisfactory to ZOLL Medical Corporation.

5. TAXES & FEES. The pricing quoted in its Quotation do not include sales use, excise, or other similar taxes or any duties or customs charges, or any order processing fees. The Customer shall pay in addition for the prices quoted the amount of any present or future sales, excise or other similar tax or customs duty or charge applicable to the sale or use of the Equipment sold hereunder (except any tax based on the net income of ZOLL Medical Corporation), and any order processing fees that ZOLL may apply from time to time. In lieu thereof the Customer may provide ZOLL Medical Corporation with a tax exemption certificate acceptable to the taxing authorities.

6. WARRANTY. (a) ZOLL Medical Corporation warrants to the Customer that from the earlier of the date of installation or thirty (30) days after the date of shipment from ZOLL Medical Corporation's facility, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for the period noted on the reverse side. Accessories and electrodes shall be warranted for ninety (90) days from the date of shipment. During such period ZOLL Medical Corporation will at no charge to the Customer either repair or replace (at ZOLL Medical Corporation's sole option) any part of the Equipment found by ZOLL Medical Corporation to be defective in material or workmanship. If ZOLL Medical Corporation's inspection detects no defects in material or workmanship, ZOLL Medical Corporation's regular service charges shall apply. (b) ZOLL Medical Corporation shall not be responsible for any Equipment defect failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL Medical Corporation: (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by ZOLL Medical Corporation, or (iii) any misuse or abuse of the Equipment: (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL Medical Corporation, or (v) installation or wiring of the Equipment other than in accordance with ZOLL Medical Corporation's instructions. (c) Warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, cables and accessories. (d) The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory known as "firmware"). (e) The foregoing warranty constitutes the exclusive remedy of the Customer and the exclusive liability of ZOLL Medical Corporation for any breach of any warranty related to the Equipment supplied hereunder. THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL MEDICAL CORPORATION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. SOFTWARE LICENSE. (a) All software (the "Software" which term shall include firmware) included as part of the Equipment is licensed to Customer pursuant to a nonexclusive limited license on the terms hereinafter set forth, (b) Customer may not copy, distribute, modify, translate or adapt the Software, and may not disassemble or reverse compile the Software, or seek in any manner to discover, disclose or use any proprietary algorithms, techniques or other confidential information contained therein, (c) All rights in the Software remain the product of ZOLL Medical Corporation, and Customer shall have no right or interest therein except as expressly provided herein. (d) Customer's right to use the Software may be terminated by ZOLL Medical Corporation in the event of any failure to comply with terms of this quotation, (e) Customer may transfer the license conferred hereby only in connection with a transfer of the Equipment and may not retain any copies of the Software following such transfer. (f) ZOLL Medical Corporation warrants that the read-only memory or other media on which the Software is recorded will be free from defects in materials and workmanship for the period and on terms set forth in section 6. (g) Customer understands that the Software is a complex and sophisticated software product and no assurance can be given that operation of the Software will be uninterrupted or error-free, or that the Software will meet Customer's requirements. Except as set forth in section 7(f), ZOLL MEDICAL CORPORATION MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE AND IN PARTICULAR DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE WITH RESPECT THERETO. Customer's exclusive remedy for any breach of warranty or defect relating to the Software shall be the repair or replacement of any defective read-only memory or other media so that it correctly reproduces the Software. This License applies only to ZOLL Medical Corporation Software.

8. DELAYS IN DELIVERY. ZOLL Medical Corporation shall not be liable for any delay in the delivery of any part of the Equipment if such delay is due to any cause beyond the control of the ZOLL Medical Corporation including, but not limited to acts of God, fires, epidemics, floods, riots, wars, sabotage, labor disputes, governmental actions, inability to obtain materials, components, manufacturing facilities or transportation or any other cause beyond the control of ZOLL Medical Corporation. In addition ZOLL Medical Corporation shall not be liable for any delay in delivery caused by failure of the Customer to provide any necessary information in a timely manner. In the event of any such delay, the date of shipment or performance hereunder shall be extended to the period equal to the time lost by reason of such delay. In the event of such delay ZOLL Medical Corporation may allocate available Equipment among its Customers on any reasonable and equitable basis. The delivery dates set forth in this Quotation are approximate only and ZOLL Medical Corporation shall not be liable for or shall the Contract be breached by, any delivery by ZOLL Medical Corporation within a reasonable time after such dates.

9. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL ZOLL MEDICAL CORPORATION BE LIABLE FOR INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ZOLL MEDICAL CORPORATIONS PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS QUOTATION OR THE CONTRACT OR THE FURNISHING, PERFORMANCE, OR USE OF ANY EQUIPMENT OR SOFTWARE SOLD HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF ZOLL MEDICAL CORPORATION OR OTHERWISE.

10. PATENT INDEMNITY. ZOLL Medical Corporation shall at its own expense defend any suit that may be instituted against the Customer for alleged infringement of any United States patents or copyrights related to the parts of the Equipment or the Software manufactured by ZOLL Medical Corporation, provided that (i) such alleged infringement consists only in the use of such Equipment or the Software by itself and not as a part of or in combination with any other devices or parts, (ii) the Customer gives ZOLL Medical Corporation immediate notice in writing of any such suit and permits ZOLL Medical Corporation through counsel of its choice, to answer the charge of infringement and defend such suit, and (iii) the Customer gives ZOLL Medical Corporation all requested information, assistance and authority at ZOLL Medical Corporation's expense, to enable ZOLL Medical Corporation to defend such suit.

In the case of a final award of damages for infringement in any such suit, ZOLL Medical Corporation will pay such award, but it shall not be responsible for any settlement made without its written consent.

Section 10 states ZOLL Medical Corporation's total responsibility and liability's, and the Customer's sole remedy for any actual or alleged infringement of any patent by the Equipment or the Software or any part thereof provided hereunder. In no event shall ZOLL Medical Corporation be liable for any indirect, special, or consequential damages resulting from any such infringement.

11. CLAIMS FOR SHORTAGE. Each shipment of Equipment shall be promptly examined by the Customer upon receipt thereof. The Customer shall inform ZOLL Medical Corporation of any shortage in any shipment within ten (10) days of receipt of Equipment. If no such shortage is reported within ten (10) day period, the shipment shall be conclusively deemed to have been complete.

12. RETURNS AND CANCELLATION. (a) The Customer shall obtain authorization from ZOLL Medical Corporation prior to returning any of the Equipment. (b) The Customer receives authorization from ZOLL Medical Corporation to return a product for credit, the Customer shall be subject to a restocking charge of twenty percent (20%) of the original list purchase price, but not less than $50.00 per product. (c) Any such change in delivery caused by the Customer that causes a delivery date greater than six (6) months from the Customer's original order date shall constitute a new order for the affected Equipment in determining the appropriate list price.

13. APPLICABLE LAW. This Quotation and the Contract shall be governed by the substantive laws of the Commonwealth of Massachusetts without regard to any choice of law provisions thereof.

14. COMPLIANCE WITH LAWS. (a) ZOLL Medical Corporation represents that all goods and services delivered pursuant to the Contract will be produced and supplied in compliance with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1938, as amended. (b) The Customer shall be responsible for compliance with any federal, state and local laws and regulations applicable to the installation or use of the Equipment furnished hereunder, and will obtain any permits required for such installation and use.

15. NON-WAIVER OF DEFAULT. In the event of any default by the Customer, ZOLL Medical Corporation may decline to make further shipments or render any further warranty or other services without in any way affecting its right under such order. If despite any default by Customer, ZOLL Medical Corporation elects to continue to make shipments its action shall not constitute a waiver of any default by the Customer or in any way affect ZOLL Medical Corporation's legal remedies regarding any such default. No claim or right arising out of a breach of the Agreement by the Customer can be discharged in whole or in part by waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by ZOLL Medical Corporation.

16. ASSIGNMENT. This Quotation, and the Contract, may not be assigned by the Customer without the prior written consent of ZOLL Medical Corporation, and any assignment without such consent shall be null and void.

17. TITLE TO PRODUCTS. Title to right of possession of the products sold hereunder shall remain with ZOLL Medical Corporation until ZOLL Medical Corporation delivers the Equipment to the carrier and agrees to do all acts necessary to perfect and maintain such right and title in ZOLL Medical Corporation. Failure of the Customer to pay the purchase price for any product when due shall give ZOLL Medical Corporation the right, without liability to repossess the Equipment, with or without notice, and to avail itself of any remedy provided by law.

18. EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION.

VETERAN'S EMPLOYMENT - If this order is subject to Executive Order 11710 and the rules, regulations, or orders of the Secretary of Labor issued thereunder the contract clause as set forth at 41 CFR 60-250.4 is hereby included as part of this order.

EMPLOYMENT OF HANDICAPPED - if this order is subject to Section 503 of the Rehabilitation Act of 1973, as amended and the rules, regulations or orders of the Secretary of Labor as issued thereunder, the contract clause at 41 CFR 60-741.7 is hereby included as part of this order.

EQUAL OPPORTUNITY EMPLOYMENT - if this order is subject to the provisions of Executive Order 11246, as amended, and the rules, regulations or orders of the Secretary of Labor issued thereunder, the contract clause set forth at 41 CFR 60-1.4 (a) and 60-1.4 (b) are hereby included as a part of this order and Seller agrees to comply with the reporting requirements set forth at 41 CFR 60-1.7 and the affirmative action compliance program requirements set forth as 41 CFR 60-1.40.

19. VALIDITY OF QUOTATION. This Quotation shall be valid and subject to acceptance by the Customer, in accordance with the terms of Section 1 hereof for the period set forth on the face hereof. After such period, the acceptance of this Quotation shall not be binding upon ZOLL Medical Corporation and shall not create a contract, unless such acceptance is acknowledged and accepted by ZOLL Medical Corporation by a writing signed by an authorized representative of ZOLL Medical Corporation.

20. GENERAL. Any Contract resulting from this Quotation shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. This constitutes the entire agreement between Buyer and Supplier with respect to the purchase and sale of the Products described in the face hereof, and only representations or statements contained herein shall be binding upon Supplier as a warranty or otherwise. Acceptance or acquiescence in the course of performance rendered pursuant hereto shall not be relevant to determine the meaning of this writing even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No addition to or modification of any of the terms and conditions specified herein shall be binding upon Supplier unless made in writing and signed by a duly authorized representative of Supplier. The terms and conditions specified shall prevail notwithstanding any variance from the terms and conditions of any order or other form submitted by Buyer for the Products set forth on the face of this Agreement. To the extent that this writing may be treated as an acceptance of Buyer's prior offer, such acceptance is expressly made conditional on assent by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer shall constitute such assent. All cancellations and reschedules require a minimum of thirty (30) days notice.