



The Study Electronic Meeting of the West Valley City Council will be held on Tuesday, February 12, 2019, at 4:30 PM, in the Multi-Purpose Room, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend.

## AGENDA

1. Call to Order
2. Roll Call
3. Approval of Minutes:
  - A. February 5, 2019
4. Review Agenda for Regular Meeting of February 12, 2019
  - A. Regular Meeting Agenda
5. Awards, Ceremonies and Proclamations Scheduled for February 19, 2019
  - A. Presentation of English Language Awards to Students from Granite Peaks Learning Center

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

6. Public Hearings Scheduled For February 19, 2019

- A. Accept Public Input Regarding Application ZT-1-2019, Filed by Alpine Storage Lake Worth, LLC, Requesting a Zone Text Change to Allow Up to Three On-Site Caretaker's Dwellings for Self-Storage Facilities

Action: Consider Ordinance 19-06, Amend Sections 7-1-103 and 7-7-122 of the West Valley City Municipal Code to Amend Regulations Governing Certain Caretaker Dwellings

7. Resolutions:

- A. 19-16: Award a Contract to Acme Construction for the Extension of a Box Culvert
- B. 19-17: Authorize the City to Purchase Four Motorcycles for the Police Department
- C. 19-18: Award a Contract to Timmons Group, Inc. For Implementation of a Public Portal on the City's Website

8. Communications:

- A. Chesterfield Overlay Presentation (Part 2) (15 min)
- B. Legislative Update (5 min)
- C. Council Calendar

9. New Business:
  - A. Potential Future Agenda Items
    - A. Council Suggestions
    - B. Council Reports
10. Motion for Closed Session (if necessary)
11. Adjourn

**MINUTES OF COUNCIL STUDY MEETING – FEBRUARY 5, 2019**

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THE WEST VALLEY CITY COUNCIL MET IN STUDY SESSION ON TUESDAY, FEBRUARY 5, 2019, AT 4:30 P.M. AT WEST VALLEY CITY HALL, MULTIPURPOSE ROOM, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER BY MAYOR BIGELOW AND CONDUCTED BY MAYOR PRO TEM BUHLER.

THE FOLLOWING MEMBERS WERE PRESENT:

Ron Bigelow, Mayor  
Lars Nordfelt, Councilmember At-Large  
Don Christensen, Councilmember At-Large  
Tom Huynh, Councilmember District 1  
Steve Buhler, Councilmember District 2/ Mayor Pro Tem  
Karen Lang, Councilmember District 3  
Jake Fitismanu, Councilmember District 4

STAFF PRESENT:

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

Steve Pastorik, Acting CED Director  
Eric Bunderson, City Attorney  
Colleen Jacobs, Police Chief  
Chris Beichner, Acting Fire Chief  
Jim Welch, Finance Director  
Layne Morris, CPD Director  
Russ Willardson, Public Works Director  
Nancy Day, Parks and Recreation Director  
Sam Johnson, Strategic Communications Director  
Jake Arslanian, Public Works Department  
John Rock, Administration  
DeAnn Varney, Administration  
Steve Lehman, Planning and Zoning  
Erik Brondum, Public Works

Mayor Bigelow indicated that he is unable to speak and asked that Mayor Pro-Tem Buhler conduct the meeting.

**APPROVAL OF MINUTES OF STUDY MEETING HELD JANUARY 22, 2019**

**MINUTES OF COUNCIL STUDY MEETING – FEBRUARY 5, 2019**

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The Council considered the Minutes of the Study Meeting held January 22, 2019. There were no changes, corrections or deletions.

Councilmember Huynh moved to approve the Minutes of the Study Meeting held January 22, 2019. Councilmember Lang seconded the motion.

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

**REVIEW AGENDA FOR REGULAR CITY COUNCIL MEETING OF FEBRUARY 5, 2019**

Steve Pastorik indicated that there was a slight modification to the proposed lodging facility ordinance. He stated that the definition for apartments has been updated to reflect the same changes proposed to the definition of lodging facilities.

Upon inquiry by Mayor Pro-Tem Buhler, members of the Council had no further questions or concerns regarding items listed on the Agenda for the Regular City Council Meeting scheduled later this night.

**PUBLIC HEARINGS SCHEDULED FOR FEBRUARY 12, 2019**

**A. ACCEPT PUBLIC INPUT REGARDING APPLICATION SMI-4-2018, FILED BY GARY HUTCHINGS, REQUESTING FINAL PLAT APPROVAL FOR BRITTNEY DOWNS SUBDIVISION LOT 27 AMENDED LOCATED AT 3915 SOUTH 4400 WEST**

Mayor Pro-Tem Buhler informed a public hearing had been advertised for the Regular Council Meeting scheduled February 12, 2019, in order for the City Council to hear and consider public comments regarding application SMI-4-2018, filed by Gary Hutchings, requesting Final Plat Approval for Brittney Downs Subdivision Lot 27 Amended located at 3915 South 4400 West.

Proposed Ordinance 19-05 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

**ACTION: ORDINANCE NO. 19-05, APPROVE THE AMENDMENT OF LOT 27 IN THE BRITTNEY DOWNS SUBDIVISION**

Steve Lehman, CED, discussed proposed Ordinance 19-05 that would approve the Amendment of Lot 27 in the Brittney Downs Subdivision.

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

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Mr. Gary Hutchings, is requesting final plat approval for the amendment of lot 27 in the Brittney Downs Subdivision. The subdivision will consist of two lots, the larger of which contains an existing single-family dwelling. The subject property is bordered on the north, east and south with single family dwellings also within the Brittney Downs Subdivision.

The Brittney Downs Subdivision was recorded with the Salt Lake County Recorder in 1993. The existing lot is currently .62 acres in size with the existing dwelling fronting 4400 West. The applicant is in the process of doing a major renovation to the existing home and intends to construct a new dwelling on what will become lot 27B.

Lot 27A is approximately 13,828 square feet and the new lot (27B) will be approximately 13,090 square feet in size. As mentioned previously, the existing dwelling will stay, and will continue to gain access from 4400 West. Currently, a circular driveway provides this access. The new lot will gain access from Brittney Downs Drive to the north.

Street improvements such as curb, gutter, and sidewalk already exist. The cross section along 4400 West includes a parkstrip, but the right-of-way along Brittney Downs Drive is an integral curb gutter sidewalk. There is an existing drive approach along the frontage of lot 27B that may be used for the new dwelling.

Mayor Pro-Tem Buhler asked if the home will front on Brittney Downs Drive. Steve replied yes. Mayor Pro-Tem Buhler asked if everything meets requirements in the Code. Steve replied yes.

The City Council will consider Ordinance 19-05 at the Regular Council Meeting scheduled February 12, 2019 at 6:30 P.M.

**RESOLUTION 19-12: APPROVE A MAINTENANCE AGREEMENT BETWEEN THE CITY AND THE UTAH DEPARTMENT OF TRANSPORTATION FOR THE MAINTENANCE OF WIND ART INSTALLATIONS WITHIN THE UDOT RIGHT-OF-WAY ON 3500 SOUTH**

John Rock, Administration, presented proposed Resolution 19-12 that would approve a Maintenance Agreement between the City and the Utah Department of Transportation for the maintenance of Wind Art Installations within the UDOT Right-of-Way on 3500 South.

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

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West Valley City will agree to maintain wind art sculptures at the 3500 S I-215 Interchange NW Offramp and at 3500 S and Decker Lake Drive (2200 West). West Valley City and UDOT will both abide by the terms of the agreed upon maintenance agreement.

West Valley City is seeking to install Wind Art sculptures in UDOT rights of way and property at the 3500 S NW Offramp of I-215. In order for construction and installation to proceed within the UDOT right-of-way, UDOT requires a new Maintenance Agreement for the wind art installations.

Mayor Pro-Tem Buhler asked if there have been vandalism issues or accidents with existing Wind Art structures. John replied none that he is aware of. He added that the wind art is placed in areas considered to be a safe location from traffic and potential accidents. Councilmember Lang asked if the City already maintains the land in this area. John replied yes.

The City Council will consider Resolution 19-12 at the Regular Council Meeting scheduled February 12, 2019, at 6:30 P.M.

**RESOLUTION 19-13: AUTHORIZE WEST VALLEY CITY TO PURCHASE AN ASPHALT PAVER FROM CATE EQUIPMENT**

Erik Brondum, Public Works, presented proposed Resolution 19-13 that would authorize West Valley City to purchase an Asphalt Paver from Cate Equipment.

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

The Operations Division of the Public Works Department has two LeeBoy 7000C asphalt pavers originally purchased in 2008 and 2009. The 8500D will replace the 2008 paver. The 8500D is similar to the 7000C except that it has the option for an electrically heated screed instead of propane heated. This option allows for easier cleaning and maintenance as well as reduces fumes.

Mayor Pro-Tem Buhler asked what will happen to the existing paver. Erik replied it will still be used but in a limited capacity. Mayor Pro-Tem Buhler asked if the 2009 unit will need to be replaced soon. Erik replied it should be able to function a bit longer as it will be used less often. Upon inquiry by Councilmember Fitisemanu, Erik explained funding and budgetary planning for the pavers. Councilmember Lang asked how thick the paver can lay asphalt. Erik replied whatever thickness is required. Upon inquiry by Mayor Pro-Tem Buhler, Erik explained how electric heating works versus propane.

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The City Council will consider Resolution 19-13 at the Regular Council Meeting scheduled February 12, 2019, at 6:30 P.M.

**RESOLUTION 19-14: AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN WEST VALLEY CITY AND SALT LAKE COUNTY FOR LANDFILL PRICING**

Russ Willardson, Public Works Director, presented proposed Resolution 19-14 that would authorize the execution of an Agreement between West Valley City and Salt Lake County for landfill pricing.

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

Under a previous 2009 agreement with Salt Lake County, the City is obligated to take its waste to the Salt Lake Valley Landfill through June 30, 2019, in return for a tipping fee discount (net \$29.75 per ton.) With this new agreement, the City will pay \$27.00 per ton, if the City waste totals more than 20,000 tons.

In the first 6 months of 2019, the 20,000-ton threshold should be easily met. The City disposes of approximately 45,000 tons of solid waste annually at the Salt Lake Valley Landfill. Beginning July 1, 2019, Ace Disposal will dispose of the waste at another facility.

Should the City's waste tonnage fall short of the 20,000-ton threshold, the City would pay the next higher tier rate of \$28.50 per ton, which is still lower than the current tipping fee.

Councilmember Lang asked if this modification will affect the City's agreement with Ace. Russ replied no and stated that Ace will take waste to their transfer station as agreed upon beginning in July.

The City Council will consider Resolution 19-14 at the Regular Council Meeting scheduled February 12, 2019, at 6:30 P.M.

**CONSIDER APPLICATION S-14-2018, FILED BY WEST VALLEY CITY, REQUESTING FINAL PLAT APPROVAL FOR THE WEST VALLEY PARKS OPERATIONS SUBDIVISION LOCATED AT 6750 WEST PARKWAY BOULEVARD (2700 SOUTH)**

Steve Lehman, CED, presented Application S-14-2018, filed by West Valley City, requesting Final Plat Approval for the West Valley Parks Operations Subdivision located

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at 6750 West Parkway Boulevard (2700 South).

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

The West Valley City Engineering Division is requesting final plat approval for the West Valley Parks Operations Subdivision. The subject property is located at 6750 West Parkway Boulevard.

The property is primarily vacant but does have one existing out-building on what will become lot 1, once the subdivision plat is recorded.

The proposed application will create a 2-lot subdivision. The purpose of which is to create a new lot to accommodate the needs of the West Valley City Parks Department. More specifically, lot 1 will be used to house office and maintenance facilities for the Parks Department. Lot 2 will remain undeveloped.

The existing outbuilding will be used for storage. The Parks Department will submit a permitted use application for the new building. This application will address site design, building elevations, parking and landscaping. All activities pertaining to the Parks Department will be limited to lot 1.

The primary access to the subdivision will be gained from 6750 West. Although Parkway Boulevard is adjacent to lot 2, the frontage along this lot won't be developed at this time. However, 6750 West will be improved with curb gutter and an increased asphalt width. Existing access for those single-family dwellings on the west side of the street will be coordinated with Public Works prior to the commencement of the road being built.

Mayor Pro-Tem Buhler asked if the City has plans for the second lot. Steve replied not at this time and indicated the lot will remain undeveloped. Mayor Pro-Tem Buhler asked if the City meets all the requirements required in Code. Steve replied yes. Councilmember Lang verified that the City purchased this property. Steve replied yes.

The City Council will consider Application S-14-2018 at the Regular Council Meeting scheduled February 12, 2019 at 6:30 P.M.

**CONSENT AGENDA SCHEDULED FOR FEBRUARY 12, 2019**

- A. RESOLUTION 19-15: AUTHORIZE THE CITY TO ENTER INTO AN EASEMENT PURCHASE AGREEMENT AND ACCEPT A PERPETUAL EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM JOSE ANTONIO RAMIREZ-MARROQUIN AND MARIA**

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**MAGDALENA RAMIREZ-MARROQUIN FOR PROPERTY LOCATED AT 3687 SOUTH LEE MAUR STREET (2740 WEST)**

Mayor Pro-Tem Buhler discussed proposed Resolution 19-15 that would authorize the City to enter into an Easement Purchase Agreement and accept a Perpetual Easement and Temporary Construction Easement with and from Jose Antonio Ramirez-Marroquin and Maria Magdalena Ramirez-Marroquin for property located at 3687 South Lee Maur Street (2740 West).

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

This portion of the Jose Antonio Ramirez-Marroquin and Maria Magdalena Ramirez-Marroquin parcel located at 3687 S. Lee Maur Street is being acquired as part of the 2700 West Improvement Project, scheduled to be constructed in 2019. This project will include construction of sidewalk, textured colored concrete parkstrip, landscaping, and decorative street lighting along the west side of Constitution Boulevard (2700 West) from 4100 South to 3671 South. The project will also include an eight-foot tall decorative concrete post and panel wall along those properties with backyards facing Constitution Boulevard. The acquisition from Jose Antonio Ramirez-Marroquin and Maria Magdalena Ramirez-Marroquin includes a Perpetual Easement for the wall and for a Grant of Temporary Construction Easement. Compensation in the amount of \$1,500.00 is based upon the Compensation Estimate prepared by the DH Group, LLC.

Upon inquiry, there were no further questions or concerns expressed by members of the City Council.

The City Council will consider Resolution 19-15 at the Regular Council Meeting scheduled February 12, 2019 at 6:30 P.M.

**COMMUNICATIONS**

**A. SALT LAKE COUNTY HEALTH DEPARTMENT- BURNING RESTRICTIONS**

Richard Valentine and Shawn Gonzales, Salt Lake County Health Department, presented a PowerPoint presentation summarized as follows:

- To Burn or Not to Burn
  - o Richard Spencer Valentine
    - Licensed Environmental Health Scientist (LEHS)
    - Air Quality Bureau Manager

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- Shawn Gonzales
  - Licensed Environmental Health Scientist (LEHS)
  - Inspector
- **Salt Lake County Health Department – 385 468 3837**
- Does Solid Fuel Burning Matter?
  - Indeed it does
    - Wood-Smoke: An Important Primary PM2.5 Component!
      - Point Sources- 13.3%
      - Non-Road Mobile- 5.4%
      - On-Road Mobile- 21.6%
      - Area Sources- 45.3%
      - Residential Wood Combustion- 14.3%
- Splaying out of survival curves indicated lower probability of survival in the more-polluted cities
  - Mr.Valentine presented a diagram that presents unadjusted survival curves for the Harvard Six-cities cohort. Participants were enrolled from two clean, two highly polluted, and two average polluted cities. On the horizontal axis of this graph are follow up years with time zero indicating the time of enrollment and subsequent numbers indicating years of follow up. On the vertical axis is the proportion of the cohort that are alive. At time zero, or time of enrollment, you can see that in each city 100 percent were alive (in fact that was a condition of enrollment). Over time and as participants died, the proportion of survivors goes down. Remarkably the curves splay out in such a way as to indicate that survival is lower in the more polluted cities versus the cleaner cities.
- Adjusted relative risk of dying were almost linearly associated with air pollution
  - After using statistical techniques to control for age, sex, smoking habits, and other risk factors, the adjusted risks of dying were nearly linearly associated with levels of air pollution.
- When the steel mill was open, total children's hospital admissions for respiratory conditions **approx. doubled**
  - The intermittent operation of the steel mill provided a natural experiment, where the primary source of pollution in our natural exposure chamber was shut off for 13 months and then turned back on. We used this opportunity to study pollution effects on children's respiratory hospitalizations. The operation of the mill clearly contributed to elevated levels of air pollution and

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pediatric hospital admissions for bronchitis, asthma, and total respiratory conditions were approximately doubled.

- Please remember to pay attention to air quality broadcasts (its based on good science)
- We Need Citizens' Help!
  - o **Why**
    - Most burning during weekend mornings and nights
    - Fewer Health Department officials working on weekends
    - Limited resources require citizen reporting
    - Reporting can be anonymous
    - Many people don't want to talk to neighbors
  - o **What Happens**
    - Informative letter sent to address
    - Brochures sent to neighbors
    - Health Department officials try to observe burning using an infrared camera use
    - Warning letter is sent if smoke is observed
    - Subsequent occurrences result in NOV for \$150 to \$299
- Discussed materials and education available

Mayor Pro-Tem Buhler asked if people are burning for need or recreational purposes. Mr. Gonzales replied it is often recreational.

### **B. ANNUAL TRAINING REGARDING ETHICS, OPEN MEETINGS, AND SEXUAL HARASSMENT**

Eric Bunderson, City Attorney, discussed several Codes relating to ethics, open meetings, and sexual harassment summarized as follows.

The first was Part 7 (Standards of Workplace Conduct) in West Valley City's Policy Manual which details discrimination, harassment, retaliation, sexual harassment, violence in the workplace, whistleblowing, ethical standards, employee dress/tattoos/body art/piercings, personal relationships in the workplace, employee conduct off the job, complaint and reporting procedures, investigation, discipline and retaliation. He also discussed Title 52, Chapter 4 of the Utah State Code which is the Open and Public Meeting Act and discusses public policy, open meetings and regulations pertaining to open meetings, closed meetings and regulations pertaining to closed meetings, electronic meetings, chance or social meetings, and various methods of enforcement. Finally, Eric discussed Title 10, Part 13 of the Utah State Code which is the Municipal Officers' and Employees' Ethics

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Act which details standards of conduct for municipal officers and employees, use of office for personal benefit prohibited, compensation for assistance in transaction involving municipality-public disclosure and filing required, interest in business entity regulated by municipality- disclosure statement required, interest in business entity doing business with municipality-disclosure, investment creating conflict of interest with duties-disclosure, inducing officer or employee to violate part prohibited, penalties for violation (dismissal from employment or removal from office), municipal ethics commission, and violation of disclosure requirements.

The Council and staff discussed sexual harassment policy Citywide and how policy may differentiate in various departments.

Mayor Pro-Tem Buhler asked how often a disclosure form should be submitted. Eric replied once is sufficient as long as there have been no changes. Mayor Bigelow requested that an email be sent to each Councilmember with a disclosure form and a copy of any disclosure Legal has for each individual. Councilmember Huynh asked if rental properties in other Cities must be disclosed. Eric replied no. The Council discussed various types of disclosure and requirement in State Code.

**C. LEGISLATIVE UPDATE**

Paul Isaac, Assistant City Manager, stated that a Legislative tracking document was emailed to the Council earlier today. He indicated that an update would be provided at next week's Study Meeting.

Councilmember Christensen discussed bills regarding CRAs and sales tax.

**D. COUNCIL CALENDAR**

Mayor Pro-Tem Buhler referenced a Memorandum previously received from the City Manager that outlined upcoming meetings and events.

Councilmember Lang stated that a Prop 2 discussion is scheduled at Murray City Hall on February 9, 2019 and indicated that Nicole Cottle and Brandon Hill will provide a presentation at that meeting.

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

**NEW BUSINESS**

**A. POTENTIAL FUTURE AGENDA ITEMS**

Council Suggestions

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None

Parking Violation Education

Paul Isaac, Assistant City Manager, stated that the City is working to educate residents on common parking violations. Councilmember Christensen stated that residents need to be educated on enforcement. Sam Johnson, Public Relations Director, stated that common parking violations have been shared on social media and will be sent out in water bills over the next few months.

**B. COUNCIL REPORTS**

**COUNCILMEMBER CHRISTENSEN- LEGISLATURE AND GOLDEN SPIKE EVENT**

Councilmember Christensen stated that that he has attended the Legislative Session and will share his notes with the Council. He indicated that he and the Mayor also attended the ULCT Local Officials Day with the Youth City Council. Councilmember Christensen stated that its important to get students from West Valley City High Schools more involved in the Youth City Council as there are currently no representatives from Granger or Hunter High. Councilmember Christensen stated that the toolkit for the Golden Spike event was found and while the Sister City doesn't have the ability to invite Nantou, the UCCC will work to put together a commemorative program.

**COUNCILMEMBER FITISEMANU- HEALTHY WEST VALLEY INITIATIVE**

Councilmember Fitisemanu stated that the Healthy West Valley initiative has been a success so far. He indicated that a webpage has been set up (hosted by the City) and a survey will be provided to solicit input from the community. Councilmember Fitisemanu also stated that a program training titled QPR (question, persuade, refer) can be provided to help identify signs of suicide, depression, and mental health issues. He indicated this is tied to the hands-free CPR campaign and may be something the City could support in the future.

**MAYOR BIGELOW- CHAMBERWEST**

Mayor Bigelow stated that ChamberWest is heavily involved in the Legislature and offers meetings that the Council can attend.

**MOTION TO ADJOURN**

Upon motion by Councilmember Huynh all voted in favor to adjourn.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE STUDY MEETING ON TUESDAY FEBRUARY 5, 2019 WAS ADJOURNED AT 5:54 PM BY MAYOR PRO-TEM BUHLER.

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I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Study Meeting of the West Valley City Council held Tuesday, February 5, 2019.

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Nichole Camac, CMC  
City Recorder

DRAFT



The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, February 12, 2019, 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.

## A G E N D A

1. Call to Order
2. Roll Call
3. Opening Ceremony: Councilmember Lars Nordfelt
4. Special Recognitions
5. Approval of Minutes:
  - A. January 18, 2019 (Strategic Planning Meeting)
  - B. February 5, 2019

6. 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. 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*

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

*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

7. Public Hearings:

- A. Accept Public Input Regarding Application SMI-4-2018, Filed by Gary Hutchings, Requesting Final Plat Approval for Brittney Downs Subdivision Lot 27 Amended Located at 3915 South 4400 West

Action: Consider Ordinance 19-05, Approve the Amendment of Lot 27 in the Brittney Downs Subdivision

8. Resolutions:

- A. 19-12: Approve a Maintenance Agreement Between the City and the Utah Department of Transportation for the Maintenance of Wind Art Installations Within the UDOT Right-of-Way on 3500 South
- B. 19-13: Authorize West Valley City to Purchase an Asphalt Paver from Cate Equipment
- C. 19-14: Authorize the Execution of an Agreement Between West Valley City and Salt Lake County for Landfill Pricing

9. New Business:

- A. Consider Application S-14-2018, Filed by West Valley City, Requesting Final Plat Approval for the West Valley Parks Operations Subdivision Located at 6750 West Parkway Boulevard (2700 South)

10. Consent Agenda:

- A. Reso. 19-15: Authorize the City to Enter Into an Easement Purchase Agreement and Accept a Perpetual Easement and Temporary Construction Easement With and From Jose Antonio Ramirez-Marroquin and Maria Magdalena Ramirez-Marroquin for Property Located at 3687 South Lee Maur Street (2740 West)

11. Motion for Closed Session (if necessary)

12. Adjourn

<b>ESL LEVEL GAINS FOR WEST VALLEY INITIATIVE</b>		
<b>NAME</b>	<b>UTOPIA #</b>	<b>Level Gain TO Which Class</b>
Alvarez, Johanna	666	3
Bastidas, Yanina	91013	5
Basurto Tellez, Nancy	180497	5
Ceballos, Melkis	48832	2
Chun, Sandra	3319	4
Dao, Thu	56162	2
Diaz, Marco	169874	2
Enriquez, Marta	169499	4
Fedorov, Vitali	170374	4
Fernando Gonzalez, Luis	170295	2
Garcia, Alcides	9231	6
Hongsivilay, Sisouphanh	170417	4
Khamyotha, Laty	14485	3
Latuff, Chara	22236	4
Le, Duy	9490	3
Lopez, Maria	170106	4
Lopez, Teresa	170137	4
Luque, Iriana	170378	6
Mendez, Eilyn	180537	4
Mendoza Dezavala, Elisa	170040	4
Mota Holguin, Hortencia	170024	4
Ramirez, Maria	9257	2
Salas, Elizabeth	170418	2
Tesfay, Yohannes	181003	4
Vasquez, Reyna	19873	4
Velasquez, Ziola	147652	5
Zabala, Euridice	4766	4

Item:           ZT-1-2019          

Fiscal Impact:           N/A          

Funding Source:           N/A          

Account #:           N/A          

Budget Opening Required:

**ISSUE:**

An ordinance amendment to allow up to three caretaker’s dwellings for self-storage facilities.

**SYNOPSIS:**

Alpine Storage Lake Worth, LLC is requesting a zone text change to allow up to three on-site caretaker’s dwellings for self-storage facilities. Currently City Code only allows one caretaker’s dwelling, which is defined as “a Dwelling Unit for the caretaker of an otherwise nonresidential Building that is completely contained within the nonresidential Building.”

Included with this issue paper is a letter from Roman Frazier with Alpine Storage that provides an explanation for this request. In summary, the applicant contents that having three on-site managers insures better customer service, improves facility management and improves site security.

The Planning Commission recommended approval with two additional changes. The first change was to tie the number of allowed caretaker’s dwellings to the size of the self-storage facility. The second change was to modify the definition of caretaker’s dwellings to prevent them from being rented out.

**RECOMMENDATION:**

The Planning Commission recommends approval of the ordinance change.

**SUBMITTED BY:**

Steve Pastorik, Assistant CED Director/Planning Director

1 WEST VALLEY CITY, UTAH  
2 ORDINANCE NO. \_\_\_\_\_

3 Draft Date: 1/14/2019 \_\_\_\_\_

4 Date Adopted: \_\_\_\_\_

5 Date Effective: \_\_\_\_\_

6  
7 AN ORDINANCE AMENDING SECTIONS 7-1-103 AND 7-7-  
8 122 OF THE WEST VALLEY CITY MUNICIPAL CODE TO  
9 AMEND REGULATIONS GOVERNING CERTAIN  
10 CARETAKER DWELLINGS.

11  
12 WHEREAS, Title 7 of the West Valley City Municipal Code establishes regulations  
13 concerning the use and development of land throughout the City; and

14 WHEREAS, the City desires to amend the definition of a caretaker's dwelling to clarify  
15 that such dwellings are not available for rent; and

16 WHEREAS, the City also desires to amend the number of caretaker's dwellings that are  
17 permissible for certain large commercial developments; and

18 WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is  
19 in the best interests of the health, safety, and welfare of the citizens of West Valley City to amend  
20 Sections 7-1-103 and 7-7-122 of the West Valley City Municipal Code;

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

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

25 Section 2. Amendment. Section 7-1-103 of the West Valley City Municipal Code is  
26 hereby amended as follows:

27 7-1-103. DEFINITIONS.

28 Whenever any words or phrases used in this Title are not defined herein, but are defined in related  
29 sections of the Utah Code or the West Valley City Municipal Code, such definitions are  
30 incorporated herein and shall apply as though set forth herein in full, unless the context clearly

31 indicates a contrary intention. Words not defined in either Code shall have their ordinarily accepted  
32 meanings within the context in which they are used.

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

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

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

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

45 (4) “Agricultural Business or Industry” means the processing of raw food products by  
46 packaging, treating, or intensive feeding, including but not limited to Animal feed yards, the  
47 raising of fur-bearing Animals, food packaging or processing plants, and Commercial poultry  
48 or egg production. Notwithstanding this subsection (4), non-Animal food processing plants  
49 located in an urban renewal area or community reinvestment area in the M Zone are not  
50 Agricultural Business or Industry.

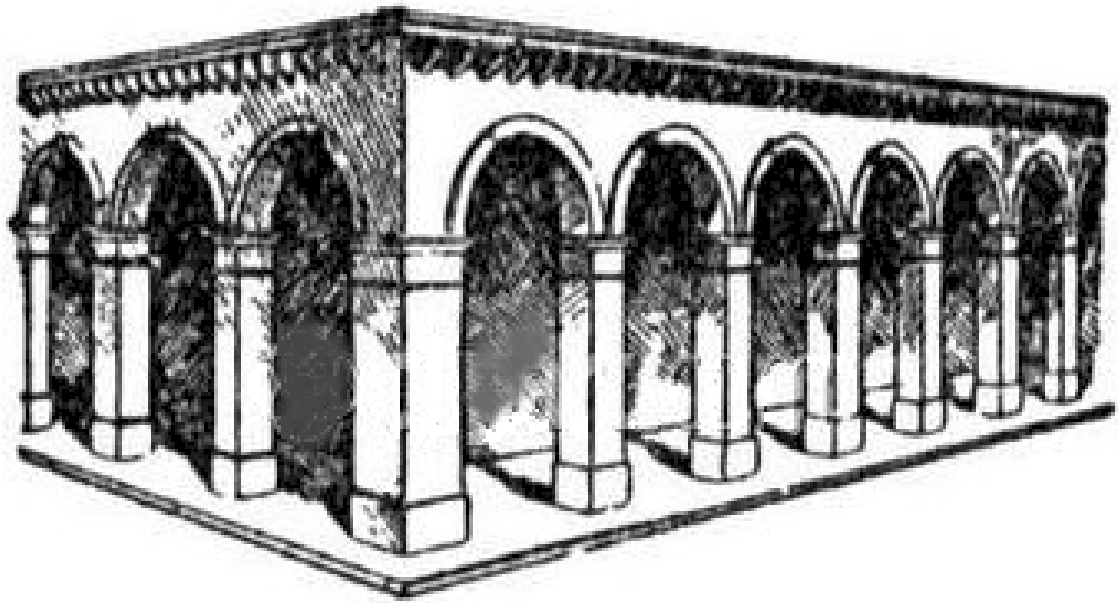
51 (5) “Agricultural Zones” means the A, A-1, and A-2 zones.

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

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

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

- 62 (9) “Alcoholic Products” means all products obtained by fermentation, infusion, decoction,  
63 brewing, distillation, or any other process that uses any liquid or combination of liquids,  
64 whether drinkable or not, to create alcohol and that contain at least 0.63 percent alcohol by  
65 volume or 0.5 percent alcohol by weight, excluding common extracts, vinegars, ciders,  
66 essences, tinctures, food preparations, or over-the-counter drugs and medicines.
- 67 (10) “Alley” means a secondary vehicular and pedestrian access to abutting properties not  
68 intended for general traffic circulation.
- 69 (11) “Alteration” means a physical change or addition to a site, Building, or Structure.
- 70 (12) “Alternative Financial Service Provider” means Car Title Loan Businesses, Check  
71 Cashing Businesses, Pawnbrokers, Unchartered Financial Service Providers, and any  
72 businesses or entities offering similar services.
- 73 (13) “Amenity” means an aesthetic, recreation, or service component integrated into a  
74 Development to increase its desirability or marketability.
- 75 (14) “Animal” means any of a kingdom of living being differing from plants in capacity for  
76 spontaneous movement and rapid motor response to stimulation.
- 77 (15) “Animal Training” means the training of two or more Animals for compensation,  
78 whether boarded on the premises or transported to the premises for training.
- 79 (16) “Apartments” means a Building or group of Buildings with five or more rental Dwelling  
80 Units per Building.
- 81 (17) “Applicant” means a Person, firm, association, partnership, corporation, or any other  
82 entity or combination thereof owning property or serving as agent of a property Owner and  
83 requesting a modification or approval required by this Title.
- 84 (18) “Arcade” means a series of arches supported by columns, piers, or pillars Attached to a  
85 wall to form a roofed passageway or lane as illustrated below:



86

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

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

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

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

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

98 (24) “Attached” means a physical connection between Buildings or parts of Buildings,  
99 including common walls or overhead roof Structures or canopies.

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

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

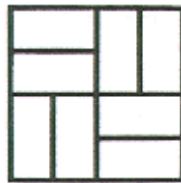
105 (27) “Automobile Service” means the repair, rental, and maintenance of automobiles and

106 trucks, including but not limited to body shops, transmission shops, lube and emissions  
107 centers, tire stores, car washes as a Primary Use, auto glass shops, and car rental.

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

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

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



115  
116 (31) “Billboard” means a freestanding, outdoor sign if the sign is designed or intended to  
117 direct attention to a business, product, or service that is not sold, offered, or existing on the  
118 property where the sign is located, including any sign Structure, support, or lighting that is  
119 part of, related to, or supports the sign.

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

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

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

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

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

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

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

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

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

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

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

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

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

151 (45) “Car Title Loan” means taking possession of an automobile title in exchange for  
152 consideration or extension of a loan, excluding loans made by federal or state chartered banks  
153 and credit unions.

154 (46) “Caretaker’s Dwelling” means a Dwelling Unit for the caretaker of an otherwise  
155 nonresidential Building that is completely contained within the nonresidential Building. No  
156 Caretaker’s Dwelling shall be rented, leased, or otherwise hired out.

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

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

163 (49) “Check Cashing” means cashing a check for consideration or extending a Deferred  
164 Deposit Loan and any similar activity or enterprise, including but not limited to all businesses

165 licensed by the State of Utah pursuant to the Check Cashing Registration Act.

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

169 (51) “City” means West Valley City.

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

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

172 (54) “City/County Health Department” means the Salt Lake City or County Health  
173 Department.

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

175 (56) “City Recorder” means the West Valley City Recorder.

176 (57) “Civic Green” means a public open space designed for less intensive foot traffic than a  
177 Square with a minimum of 50 percent of unpaved pervious surface, including turf,  
178 groundcover, and mulch.

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

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

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

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

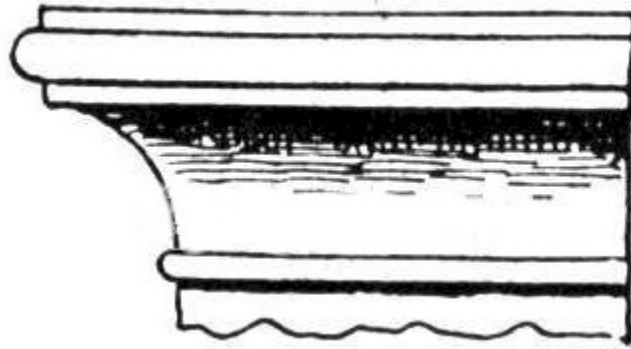
189 (62) “Commercial Complex” means two or more Commercial Uses on a single Lot or  
190 adjacent Lots which are dependent upon each other to meet minimum standards for parking,  
191 vehicular circulation, or Landscaping or which are approved as elements in an overall Site  
192 Plan under a Conditional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

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

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

- 196 (65) “Community and Economic Development Department” means the Community and  
197 Economic Development Department of West Valley City.
- 198 (66) “Community Use” means a Use which has the primary purpose of serving the  
199 educational, religious, recreational, or governmental needs of the general community,  
200 including but not limited to Churches, educational institutions, Public Parks, Buildings, and  
201 facilities, and cemeteries. Detention Facilities, halfway houses, alcohol rehabilitation centers,  
202 Buildings offering lodging or residential services, and similar Uses are excluded from the  
203 definition of “Community Use.”
- 204 (67) “Concert” means an assembly of 125 or more patrons at any given time for the purpose  
205 to provide or enjoy musical performances or another similar event for which tickets are sold  
206 or entry fees charged.
- 207 (68) “Concert Hall” means any establishment which is not a Concert Venue but holds  
208 Concerts.
- 209 (69) “Concert Venue” means the Maverik Center, USANA Amphitheater, Utah Cultural  
210 Celebration Center, Rocky Mountain Raceway, or Hale Center Theater.
- 211 (70) “Conditional Use” means a land Use that is permitted with conditions imposed to  
212 mitigate detrimental effects.
- 213 (71) “Conditional Use Permit” means a permit issued by the City outlining the requirements  
214 of approval for a Conditional Use, including written conditions and final, approved  
215 Development Plans, if applicable.
- 216 (72) “Condominium” or “Planned Unit Development” means the Ownership of a single unit  
217 in a multiunit project together with an undivided interest in the common areas and facilities  
218 of the property.
- 219 (73) “Consolidated Fee Schedule” means the schedule of fees adopted in the West Valley  
220 City Municipal Code.
- 221 (74) “Convalescent Center” means a facility licensed as a nursing care facility by the State  
222 of Utah.
- 223 (75) “Convenience Store” means any Building which contains less than 5,000 square feet of  
224 net floor area and which is used for retail sale of prepackaged food, produce, and other  
225 nonfood commodities.
- 226 (76) “Cornice” means the uppermost section of moldings along the top of a wall or just below

227 a roof as illustrated below:

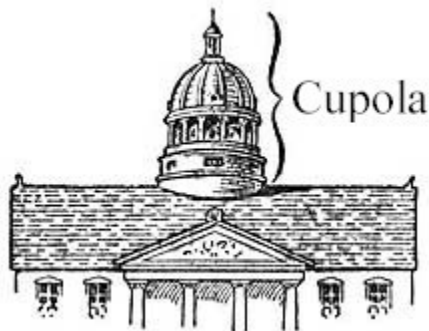


228  
229 (77) “Courtyard” means an uncovered open space bounded on two or more sides by  
230 Buildings.

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

234 (79) “Cul-de-Sac” means a Minor Street with only one outlet and a terminal for the safe and  
235 convenient reversal of traffic.

236 (80) “Cupola” means a small ornamental Structure built on top of a roof, such as a dome, as  
237 illustrated below:



238  
239 (81) “Day Care/Preschool Center” means any facility at a nonresidential location licensed by  
240 the State of Utah to provide children with daycare or preschool instruction as a Commercial  
241 business.

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

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

245 (84) “Deferred Deposit Loan” means a transaction where a Person presents a check written

246 upon his or her account to a Check Cashing business in exchange for money and the promise  
247 to refrain from cashing the check until a later date or any similar transaction.

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

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

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

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

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

261 (90) “Director of Health” means the legally designated Director of the Salt Lake City or  
262 County Health Department or any representative authorized by such official to act on his or  
263 her behalf.

264 (91) “Dwelling Unit” means one or more rooms connected together in a Structure in which  
265 doors and hallways provide shared access to common living facilities, including but not  
266 limited to provisions for sleeping, eating, cooking, and sanitation.

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

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

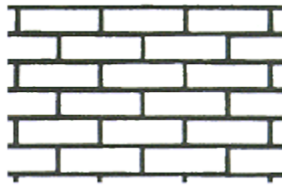
269 (94) “Event Center, Indoor” means an indoor stadium, arena, Concert Hall, dance hall, or  
270 Reception Center that hosts sporting events, Concerts, theatrical performances, rodeos,  
271 receptions, parties, or other similar indoor events.

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

275 (96) “Façade” means any face or elevation of a Building.

276 (97) “Face Brick Pattern” means a brick pattern in which all bricks are laid horizontally with

277 the end of bricks aligned with the midpoint of the brick below as illustrated below:



278  
279 (98) “Fast Food Establishment” means any establishment whose principal business is the  
280 sale of foods, frozen desserts, or beverages to the customer in a ready-to-consume state and  
281 whose principal method of operation includes the following characteristics:

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

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

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

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

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

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

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

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

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

304 (107) “Flood, 100-Year” means a Flood having a one percent chance of being equaled or

305 exceeded in any given year.

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

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

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

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

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

317 (113) “Freeway” means a Street with fully controlled access designed to link major  
318 destination points. A Freeway is designed for high speed traffic with a minimum of four travel  
319 lanes.

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

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



325  
326 (116) “Garage, Private” means a Structure, enclosed by walls and a roof, accessory to a  
327 residential dwelling which is intended primarily for the storage of private vehicles belonging  
328 to the residents of that dwelling. A Private Garage may be Attached or detached and is  
329 considered “Attached” if the garage and dwelling share a roof or wall.

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

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

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

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

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

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

345 c. When measuring Building Height from Grade, the height is measured by the vertical  
346 distance from Grade to the highest point of the Parapet wall of a flat roof, or to a point  
347 midway between the lowest point of the eaves or Cornice and the ridge of a hip or Gable  
348 Roof.

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

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

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

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

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

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

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

365 (127) “Heavy Industrial” means asphalt and concrete plants; crematories; electric generating  
366 plants and facilities; sand and gravel excavation, processing, and storage; manufacturing and  
367 storage of chemicals, explosives, and fuels; Outdoor Gun Ranges, outdoor manufacturing;  
368 sewage treatment and disposal facilities; and water purification facilities.

369 (128) “Heavy Trucks” means concrete transport trucks, dump trucks, garbage trucks, log  
370 carries, mobile cranes, refrigerator trucks, tractor trucks, tank trucks, and similar vehicles.

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

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

376 (131) “Home Improvement Center” means an establishment over 30,000 square feet selling  
377 various household goods, tools, and Building materials, household appliances, electronic  
378 equipment, household Animal supplies, and nursery products.

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

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

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

390 (135) “Household Pet” has the meaning set forth in Section [7-2-122](#).

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

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

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

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

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

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

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

407 (143) “Kennel, Sportsman’s” means a Kennel for the keeping of three to five dogs for  
408 noncommercial use on a Lot of at least one acre.

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

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

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

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

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

425 (149) “Lingerie Store” means a retail establishment meeting any of the following criteria:  
426 a. Over five percent of the floor area is devoted to the sale of lingerie, adult novelties,

427 and adult marital or sexual aids;

428 b. Lingerie, adult novelties, and adult marital or sexual aids account for five percent or  
429 more of gross sales; or

430 c. The establishment is marketed as a Lingerie Store or adult establishment.

431 (150) “Lodging Facility” means any establishment outside Residential or Agricultural Zones  
432 where lodging or overnight accommodations are offered, with or without compensation. If  
433 any Lodging Facility or other establishment where lodging or overnight accommodations are  
434 offered is located in any zone by any governmental entity, nonprofit corporation, or any other  
435 actor operating under or pursuant to either a state preemption or a general or limited exemption  
436 from any land use or zoning regulations, such Lodging Facility or establishment shall be built  
437 in accordance with the standards set forth in Section [7-7-117](#).

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

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

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

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

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

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

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

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

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

- 458 (160) “Manufacturing Zones” means the LI and M zones.
- 459 (161) “Massage” and “Massage Therapy” mean the same as set forth in the Massage Therapy  
460 Practice Act or any amended or successor legislation.
- 461 (162) “Massage Establishment” means any place where Massage or Massage Therapy are  
462 practiced for hire.
- 463 (163) “Minor Street” means a Street with no more than two lanes for which the principal  
464 function is access to abutting land and for which traffic movement is a secondary function.
- 465 (164) “Mobile Food Vending Vehicle” means a fully enclosed motorized vehicle mounted  
466 food service establishment which is operated by a vendor within the frame of the vehicle,  
467 which sells food products for immediate consumption, and which moves under its own power,  
468 not being manually pushed, pulled, or towed by another vehicle.
- 469 (165) “Mobile Home” means a Structure that is transportable in one or more sections, built  
470 on a permanent chassis, and is designed to be used without a permanent foundation as a  
471 Residence or temporary housing accommodation, excluding Recreational Vehicles and travel  
472 trailers.
- 473 (166) “Mobile Home Park” means any plot of ground upon which two or more Mobile  
474 Homes are located with or without compensation.
- 475 (167) “Mobile Home Space” means a plot of ground within a Mobile Home Park which is  
476 designed for the accommodation of one Mobile Home.
- 477 (168) “Mobile Home Stand” means that part of a Mobile Home Space which has been  
478 reserved for the placement of one Mobile Home with appurtenant Structures or additions.
- 479 (169) “Mobile Home Subdivision” means a residential Subdivision designed to offer Lots  
480 under separate Ownership for the placement of Mobile Homes.
- 481 (170) “Mortuary” means a facility in which dead bodies are prepared for burial or cremation  
482 or where funeral services are conducted.
- 483 (171) “Motorized Outdoor Recreation Equipment” means motorized or commonly motorized  
484 equipment used in off-road or recreational activities, including but not limited to boats,  
485 snowmobiles, race cars, dune buggies, ATVs, watercraft, and off-road motorcycles.
- 486 (172) “Movie Theater” means an establishment containing audience seating and at least one  
487 screen or facility to view movies.
- 488 (173) “Moving Truck Rental Business” means an establishment where moving trucks or

489 trailers are stored outside and rented to customers.

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

492 (175) “Mural” means any mosaic, painting, or graphic art or combination thereof which is  
493 professionally applied to a Building; does not contain any brand name, product name, letters  
494 of the alphabet spelling or abbreviating the name of any product, company, profession, or  
495 business; or any logo, trademark, trade name, or other commercial message.

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

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

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

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

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

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

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

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

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

520 (185) “Outside Display of Merchandise” means the outside display of goods in conjunction  
521 with an approved retail business.

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

525 (187) “Overpressure” means a sudden increase in air pressure resulting from an explosion  
526 traveling at the speed of sound.

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

531 (189) “Package Agency” is as defined in the Alcoholic Beverage Control Act.

532 (190) “Pad Site” means a location for a freestanding Building within a larger Commercial  
533 center.

534 (191) “Parapet” means a low wall projecting from the edge of a roof.

535 (192) “Parcel of Land” means a contiguous quantity of land owned by the same Owner.

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

538 (194) “Parking Space” means a space within a Building, Lot, or parking lot for the parking  
539 or storage of one vehicle.

540 (195) “Parking Structure” means a Building or Structure of more than one level used to store  
541 motor vehicles.

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

549 (197) “Permanent Cosmetics” means a mark or design made on or under the skin by a process  
550 of pricking or ingraining an indelible pigment, dye, or ink in the skin for masking

551       discolorations or cosmetically enhancing facial features which shall follow the natural line of  
552       the feature. “Permanent Cosmetics” are limited to eyeliner, eyebrows, and lip coloring  
553       procedures.

554       (198) “Permanent Cosmetics Establishment” means an establishment engaging in Permanent  
555       Cosmetics licensed in accordance with Title [58](#), Utah Code Annotated 1953, excluding Tattoo  
556       Establishments and Home Occupations.

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

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

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

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

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

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

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

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

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

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

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

582 (210) “Public Park” means a park, playground, swimming pool, golf course, or athletic field  
583 under the control, operation, or management of the State of Utah, a state agency, Salt Lake  
584 County, or West Valley City.

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

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

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

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

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

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

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

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

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

611 (220) “Recreational Facility Beer Retailer” means a business that is licensed to sell beer and  
612 permit consumption thereof at recreation facilities, that does not sell beer in original

613 containers, and that sells beer only to the ultimate consumer.

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

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

619 (223) “Rental Store” means a business that rents furniture, appliances, or electronics to  
620 customers.

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

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

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

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

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

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

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

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

636 (232) “School” means an institution satisfying the requirements of public education and  
637 having an academic curriculum similar to that offered in public schools, excluding Home  
638 Occupations represented as schools. For the purposes of regulations pertaining to Sexually  
639 Oriented Businesses, “School” means an institution of learning or instruction primarily  
640 catering to minors, whether public or private, which is licensed by the State of Utah.

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

643 (234) “Secondhand Store” means any business which is engaged in the purchase, barter,

644 exchange, or sale of any secondhand merchandise of value or which deals in secondhand  
645 goods, excluding businesses dealing in used motor vehicles and trailers and including  
646 businesses buying or selling more than five firearms per year.

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

649 (236) “Shopping Center” means a group of retail and other Commercial establishments built  
650 on a site which is planned, developed, operated, and managed as an operating unit.

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

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

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

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

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

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



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

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

(244) “Square” means a public, active pedestrian center designed for a high pedestrian traffic level with a minimum of 20 percent unpaved pervious surface area, including turf, groundcover, or mulch.

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

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

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

(248) “Street” means public Rights-of-way, including highways, avenues, boulevards, parkways, roads, lanes, walks, Alleys, viaducts, subways, tunnels, bridges, public easements, and other ways.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

765 (276) “Veterinary Hospital” means a place where Animals are given medical care and the

766 boarding of Animals is limited to short term, indoor care incidental to the medical Use.  
767 (277) “Warehouse” means a Building used primarily for storage of goods and materials.  
768 (278) “Water and Sewer Improvement Districts” means the Granger-Hunter Improvement  
769 District, the Magna Improvement District, the Taylorsville-Bennion Improvement District,  
770 and any other water or sewer improvement district existing or hereafter organized which has  
771 jurisdiction over land in the City.  
772 (279) “Yard” means a space on a Lot unoccupied and unobstructed from the ground upward  
773 by Buildings, except as otherwise provided herein.  
774 (280) “Yard, Front” means a space on the same Lot with a Building between the front of the  
775 Building and the front Lot line and extending across the full width of the Lot. The depth or  
776 setback of a Front Yard is the minimum distance between the front Lot line and the closest  
777 point of the front of the Building. On Corner Lots, the Front Yard is the Yard which is faced  
778 by the primary Entrance to the Building.  
779 (281) “Yard, Rear” means a space on the same Lot with a Building opposite the Front Yard  
780 between the rear of the Building and the rear Lot line and extending across the full width of  
781 the Lot. The depth of the Rear Yard is the minimum distance between the rear Lot line and  
782 the closest point of the rear of the Building.  
783 (282) “Yard, Side” means a space on the same Lot with a Building between the side line of  
784 the Building and the side Lot line and extending from the Front Yard to the Rear Yard. The  
785 width of the Side Yard shall be the minimum distance between the side Lot line and the side  
786 line of the Building.  
787 (283) “Zoning” means the land use regulation imposed by the City, including but not limited  
788 to the division of the City into Zoning districts, the establishment of land use standards in each  
789 district, and the regulation of Buildings upon the land.  
790 (284) “Zoning Administrator” means the West Valley City Zoning Administrator as  
791 appointed by the City Manager or his or her designee.  
792 (285) “Zoning Ordinance” means the West Valley City Zoning Ordinance as presently  
793 adopted and amended in the future.

794  
795 Section 7-7-122 is hereby amended as follows:  
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797 **7-7-122. SELF-STORAGE FACILITIES.**

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(1) In the C-2 and C-3 zones, Self-Storage Facilities shall have no more than 100 feet of Frontage.

(2) A Self-Storage Facility may have up to three Caretaker’s Dwellings. One Caretaker’s Dwelling shall be allowed for every 30,000 square feet of Self-Storage Facility area up to a maximum of three Caretaker’s Dwellings.

**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 \_\_\_\_\_, 2019.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

Community and Economic Development

3600 south constitution Blvd.

West Valley City, Utah 84119

Alpine Storage

74 easy 500 south

A.F. Utah, 84003

561-801-6321

Romanmfrazier@gmail.com

RE: Ordinance Text Change Application

*“Up to three care taker units shall be permitted at Self-storage facilities”*

A little background about us (Alpine Storage):

We are among the first Self-storage operators in the state of Utah. Dad build his first facility in the 70's. We've grown and now operate facilities in 5 states. We've seen a lot of changes to the self-storage industry in the past 40 years.

Lately there have been a lot of new storage facilities build in Utah. What solutions do new Self-Storage operators turn to when it comes to deciding how to managing their new facility and serving their customers needs? We feel that many (perhaps lacking the years of experience to guide them otherwise) look around and mimic what they see happening at other storage locations. Sometimes not knowing the special circumstances that come with managing a self-storage business and how to do it the most successfully.

We have developed a unique management style that helps us be successful and outshine the competition. Our unique system helps insure better customer service, improves facility management and improves site security. All this is accomplished while experiencing less down time due to management transition, or reduction of security or customer service due to off-site errands or trips by staff.

A typical self-storage facility is usually managed the following way:

- 1) One resident manager/caretaker lives onsite and oversees all operations of the daily business.
- 2) No resident manager lives on site, but arrives to the facility at the start of the business day, helps customers during office hours, then closes and leaves the property for the remainder of the day.

Each scenario presents many issues and challenges. In the case with the one resident manager, you leave yourself with very little flexibility. That individual is not free to leave the property because as soon as he/she does, no one is around to help customers or secure the property. Dishonest customers know when nobody is around and will exploit this opportunity to break into neighboring units. Things go fine at first, but inevitably, long time “career managers” get burned out and what was once accomplished around the property with enthusiasm is now neglected.

One on site manager leaves more likelihood of internal theft and abuse. But I have cameras! Sure, cameras have their place, and we use them too, but they don’t solve everything. For those owners who elect no onsite manager, they have all the issues to contend with as before only when it’s closing time, *nobody* is around to help customers after hours. We’ve noticed most problems seem to occur after office hours when customers still have access to the facility. With no one around, site security is a roll of the dice. What do you do if someone gets locked inside the facility and the manager is gone for the day?

### **At Alpine Storage we’ve discovered a better way!**

Instead of only one full time onsite manager, we prefer three part time onsite managers. The flexibility, advantages and benefits this gives us is quite profound.

Here’s how it works:

The first of three on sight part time managers opens the office in the morning and is relieved of all office duties around noon by part time manager number two. He/she then hops on the golf cart and does a lock check security sweep of his/her area of the facility and is done for the day. Manager two is relieved around 3:00 by manager number three. He/she hops on the golf cart for a designated area lock and security check and is done for the day. Manager three closes out the books and the office and does the final lock check and security sweep of the last remaining area of the facility. Every lock is checked every day with no office down time. **It’s that Amazing!**

let’s look at just a few of the many advantages and benefits everyone gets to enjoy when a self-storage facility is managed with our unique management style.

- **West Valley City benefits:**

More than one onsite care taker units allows for more eyes and more presence more often. This results in better security, resulting in fewer security issues and fewer calls to dispatch for law enforcement. Even if someone needs to go offsite (during or after business hours) more than likely someone else is around to monitor the property.

- More on sight caretakers’ results in better maintained, cleaner facilities since those duties don’t fall solely on one individual all the time. These duties are divided up and shared. No city wants a dumpy non-maintained property in town.

- **Our customers benefit:**

- Customers needing help after hours is not uncommon in the self-storage business. Our managers are compensated and motivated to help those who need assistance outside of

normal office hours. They do this because, 1) They wish to provide good service 2) Their goal is to keep customers happy 3) It seldom takes long and they're there anyway.

- Customers feel more secure knowing someone is around and is aware of the activity at the property. It's impossible for one person to be onsite all the time. Even though we don't "require" managers to be on site after their shift, our experience is that with three care taker units someone is usually nearby.

#### **The Self-storage industry benefits:**

- One unhappy customer tells 10 people, but a happy customer only tells one or two people. We have many comments and good reviews about how helpful and friendly our managers are.

#### **Our Staff benefits:**

- When we go into the workforce to hire new managers, we don't compete with other typical self-storage employers to try and find a "career" lifelong Self Storage manager. Just the opposite, (and here's the secret sauce). We look for young, bright, energetic people who are looking for a stepping stone opportunity as they prepare to obtain whatever other ambitions they are seeking. Often, it's a step towards getting into their first home. Rather than trying to secure someone for 10-20 years in a career, we offer an opportunity for someone who might typically be staying at home but has the desire to work 3-4 hours a day. This way a couple is able to have their rent and utility needs met, plus additional salary. This makes saving for a starter home or financing an education much less burdensome on a couple. One is hired as a part time manager while the spouse is either in school or working in another field.

#### **Owners benefit:**

- No employee burn out. Eventually it comes time to purchase that first home. We love this! Our unique model succeeded as a stepping stone opportunity for our managers again!
- No transitional pains or down time. When one of the three moves on, the new replacement manager (often from a waiting list, because word spreads) eagerly comes on board and is guided and mentored by the remaining managers. Often, I'll visit a facility of mine to find not two but all three managers chatting with each other in the office. Two of whom aren't even on shift, they just like each other's company.
- More eyes on the books means less chance of abuse of cash. We see far more problems with internal abuse with only one manager collecting rent payments than if there's additional oversight.
- Disgruntled managers are rare for us. They appreciate the opportunity and work hard to keep things running smoothly.

- Less down time. We allow managers to somewhat coordinate their shift among themselves. Besides being a part time position anyway, this allows additional flexibility for the office to remain open and the managers time to care for and coordinate personal errands and interests offsite.
- Customers love our Awesome, happy and energetic managers and often time let us know.

I have many stories where our unique management style was not only beneficial to us but a real blessing to those managers who lived onsite. I will share just two examples. Names have been changed for privacy.

Melanie had been managing for us for about a year and was expecting her second child. As she approached her due date complications arose and the baby was born 5 weeks premature. Complications with delivery meant the baby had to be in the NICU for weeks. Melanie had to drive about an hour each way every day to feed and care for her newborn at the hospital. She also had her other child to care for. Her husband helped as much as he could but also had his employment to tend to. Had Melanie and her husband been the only couple managing on site it would have been very difficult. Even in this situation something had to give. With compassion everyone rallied around them to help. The nice thing amongst the difficulty was, no balls needed to be dropped. Melanie was able to step aside from her duties as a manager and care for her children until her new born was home from the hospital. Her husband didn't need to lose his job because he had to devote full time elsewhere. The other two onsite managers were compensated and filled in and relieved all office and management duties for weeks until she was able to resume. Needless to say, Melanie has been so grateful for the support she was offered when she needed it. She's had a hard time expressing her gratitude. Her son is now 4 years old. Melanie is still with us at Alpine, and I think that speaks volumes. Thank You Melanie!

A manager named "Diane" was so amazing. She loved the opportunity and flexibility that came from working for "Alpine" (as she put it). A couple years after she joined our management team her husband had a major heart attack. He eventually recovered but wasn't able to work his tree trimming business nearly as much. Living and working at Alpine Storage meant they could focus their surplus time and funds into investment rental properties of their own. Then came the housing market crash of 2007. Eventually the bank foreclosed on or short sold all of their investment properties. Not long after that they were forced to declare bankruptcy. By this time Diane had been one of three onsite managers for about 8 years. One day she confided in me about their personal financial struggles and hardship. With tears in her eyes she said "Roman, Jim had his heart attack and couldn't work and we had Alpine to fall back on. We lost the rental properties that we purchased with our retirement savings and lost everything and we had Alpine to see us through. We just went through bankruptcy and the reason we're not out on the streets and we have a roof over our heads is because of Alpine. When the world came crashing down around us, we always had Alpine. We are so grateful for this blessing in our life, Thank you so much! Diane.

There are more stories like these.

We at Alpine Storage know we've discovered something great. This is not an attempt to "sneak" a tri-plex onto our property. Only managers working for Alpine Storage are allowed to reside onsite. These

units are *not for rent* and don't look like apartments. From the outside it looks like one resident unit above an office space.

We've found, many hands make light work. It works so well, sometime those hands have a hard time saying goodbye.

Please approve the code change to allow for *up to three onsite care taker units for Self-Storage* so we may continue our unique and proven successful management system in West Valley city!

Sincerely:

---

Alpine Storage

**ZT-1-2019 MINUTES  
JANUARY 23, 2019 PLANNING COMMISSION PUBLIC HEARING**

**ZT-1-2019**

**West Valley City**

**An ordinance amendment to allow up to three caretaker’s dwellings for self-storage facilities**

Alpine Storage Lake Worth, LLC is requesting a zone text change to allow up to three on-site caretaker’s dwellings for self-storage facilities. Currently City Code only allows one caretaker’s dwelling, which is defined as “a Dwelling Unit for the caretaker of an otherwise nonresidential Building that is completely contained within the nonresidential Building.”

Included with this report is a letter from Roman Frazier with Alpine Storage that provides the explanation for this request. In summary, the applicant contends that having three on-site managers insures better customer service, improves facility management and improves site security.

Assuming this application is approved, the applicant plans to include three caretaker’s dwellings in a self-storage facility planned for the old Kmart building at 3330 S 5600 W. According to the Salt Lake County Assessor, this building is 90,458 square feet in area. While three caretaker’s dwellings may be appropriate for a project of this size, there are other self-storage facilities in the City that are much smaller. These smaller facilities may not justify three caretaker’s dwellings.

The table below lists the location and size of several self-storage facilities in the City for comparison purposes. Given the size of the old Kmart building and the information in this table, staff recommends tying the number of allowed caretaker’s dwellings to the size of the self-storage facility.

Self-Storage Facility Address	Self-Storage Facility Sq. Ft
3673 S Redwood Rd	80,000
3676 S Redwood Rd	11,450
1901 W 3500 S	75,000
3320 S Redwood Rd	30,150
3410 S Redwood Rd	67,664
4537 W 3500 S	58,965
4667 S 4800 W	52,326
5718 W 4700 S	88,800
4555 S 5600 W	83,875
7125 W 3500 S	40,522
4639 S 5600 W	70,897
2928 Glen Eagle Dr	72,480

**Applicant:**

Jay Bollwinkel, the applicant’s designer  
145 West 200 South  
Salt Lake City, UT 84101

**Discussion:** Chair Meaders asked if there is a definition for caretaker dwelling in City Code. Steve Pastorik answered yes; “A dwelling unit for the caretaker of an otherwise a non-residential building that is completely contained within the non-residential building”. Steve Pastorik mentioned that the Planning Commission has discussed the possibility of caretaker buildings being rented out to someone not associated with the commercial business. Another city in California added to their code that “no caretaker’s dwelling shall be rented, let, or otherwise hired out”. We could recommend that similar language be added to the definition along with this zone text change.

Jay Bollwinkel said two caretaker dwellings will be on the second floor of the building and one will be on the bottom floor. There will also be offices, a daycare for kids, and a service counter to greet people coming into the facility. It will be nice to be able to rotate management of the facility between three people.

Commissioner Lovato asked why the managers don’t just live in homes away from the storage facility. Jay Bollwinkel said each unit has two bedrooms, a bathroom, and kitchen. Having living facilities on-site will give them more flexibility. Having three managers share a shift schedule has been effectively done in other places.

Braden Checketts, Checkett’s Development, 2763 Brereton Drive, Provo, said managers may be offered free lodging in exchange for their work. He explained that there is often an influx of people wanting to use storage facilities during the holidays, when many employees would be on vacation. Having more than one caretaker will help to coordinate coverage of the facility. This is the direction storage facilities are moving to for both safety and convenience.

**Motion:** Commissioner Woodruff moved to approve ZT-1-2019, adding that one caretaker’s dwelling shall be allowed for every 30,000 square feet of storage facility area up to a maximum of three caretaker’s dwellings. The people living in these dwellings must be employed by the facility and the dwellings may not be rented out. Commissioner Porter seconded the motion.

**Vote:**

Brent Fuller	Yes
Commissioner Lovato	Yes
Commissioner McEwen	Yes
Chair Meaders	Yes
Commissioner Porter	Yes
Commissioner Woodruff	Yes

**Unanimous –ZT-1-2019 – Approved**

19-16: Award a Contract to Acme Construction for the...

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

**Fiscal Impact:** \_\_\_\_\_ \$170,000 \_\_\_\_\_

**Funding Source:** CIP \_\_\_\_\_

**Account No:** \_\_\_\_\_ 45-9610-40750-75210-0000 \_\_\_\_\_

**Budget Opening Required: Yes**

**ISSUE:**

Award contract for the 2540 South Box Culvert Extension Project

**SYNOPSIS:**

Lowest responsible bid was received by ACME Construction, in the amount of \$150,930.00.

**BACKGROUND:**

Bids were opened for the project on February 5, 2019. A total of three (3) bids were received. The lowest responsible bidder was ACME Construction, in the amount of \$150,930.00.

The Public Works Department is preparing to reconstruct and widen Beagley Lane as part of the 2540 South extension project. To construct the new road configuration at 7200 West, it is necessary to extend the existing box culvert on the east side of the road approximately 26 feet. The Riter Canal shuts down for two weeks in March, during which the extension of the culvert may occur while the water is not running. This contractor will install the box culvert sections previously purchased by the City from Oldcastle Precast.

**RECOMMENDATION:**

Award the contract to ACME Construction in the amount of \$150,930 and authorize the Public Works Department to spend no more than \$170,000 on the project by change order.

**SUBMITTED BY:**

Daniel Johnson, City Engineer

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AWARDING A CONTRACT TO ACME  
CONSTRUCTION FOR THE EXTENSION OF A BOX  
CULVERT.**

**WHEREAS**, bids were solicited from qualified contractors to install a box culvert extension required as part of the 2540 South extension project (herein the “Work”); and

**WHEREAS**, Acme Construction, Inc. (“Acme”) submitted the lowest responsive and responsible bid; and

**WHEREAS**, the City Council of West Valley City, Utah does hereby determine that it is in the best interest of the health, safety, and welfare of the citizens of West Valley City to award the contract to Acme.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council as follows:

1. Acme is hereby awarded the contract for the Work in the amount of One Hundred Fifty Thousand Nine Hundred and Thirty Dollars (\$150,930.00), with an additional authorization for change orders not to exceed Nineteen Thousand and Seventy Dollars (\$19,070.00).
2. The Mayor and City Manager are hereby authorized to execute an agreement and any other documents necessary to perform the Work, subject to the final approval of the agreement and other related documents by the City Attorney’s Office.

**PASSED, APPROVED and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR


ATTEST:

\_\_\_\_\_  
CITY RECORDER

West Valley City, Utah - Bid Tabulation Summary

2540 S Box Culvert Extension SP-429A

Bid Opening Date: 02/05/2019

	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	\$ 130,000.00				
Response 1	\$ 150,930.00	\$0.00	\$0.00	\$0.00	
ACME Construction		0%	0%		<b>\$150,930.00</b>
Response 2	\$ 153,250.00	\$0.00	\$0.00	\$0.00	
England Construction		0%	0%		<b>\$153,250.00</b>
Response 3	\$ 164,550.00	\$0.00	\$0.00	\$0.00	
Beck Construction		0%	0%		<b>\$164,550.00</b>



# WEST VALLEY CITY

## PUBLIC WORKS DEPARTMENT

### ENGINEERING DIVISION

# 2540 SOUTH BOX CULVERT EXTENSION

## 7200 WEST

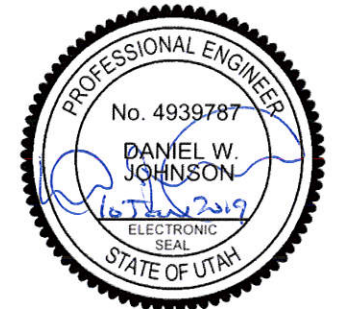
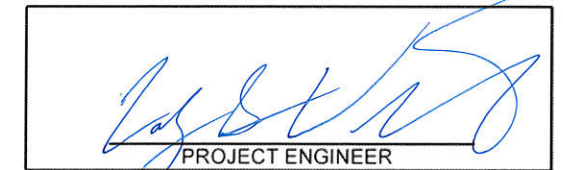
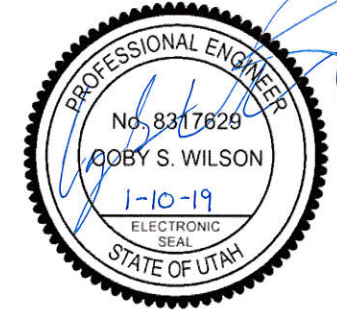
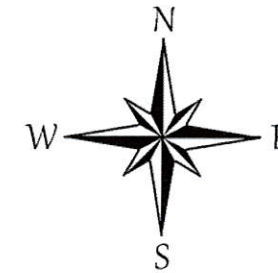
### WVC ENG SP-429A



WEST VALLEY CITY



PROJECT LOCATION



DRAWING INDEX	
SHEET No.	DESCRIPTION
	COVER SHEET
AB-1	ABBREVIATION, LEGEND AND NOTES
1 OF 1	SURVEY CONTROL
PP-1	PLAN AND PROFILE
DT-1 TO DT-2	DETAIL SHEETS
1 OF 3 TO 3 OF 3	SHOP DRAWINGS OF CITY PROVIDED BOX CULVERT
WVC 331	WEST VALLEY CITY STANDARD DRAWING
1 OF 8 TO 8 OF 8	SHOP DRAWING OF EXISTING CULVERT / END TREATMENT
DD-01	LIFT STATION DRAINAGE DETAIL

19-17: Authorize the City to Purchase Four Motorcycles...

Item #:	
Fiscal Impact:	<u>Not to exceed \$93,000.00</u>
Funding Source:	
Account #:	<u>45-9610-40730-00000-0000</u>
Budget Opening Required:	<u>NO</u>

**ISSUE:**

Authorization the purchase of four (4) police motorcycles.

**SYNOPSIS:**

This resolution authorizes the purchase of four (4) Fully equipped Harley Davidson FLHTP Police Motorcycles from Timpanogos Harley Davidson

**BACKGROUND:**

The City would like to purchase four (4) fully equipped police motorcycles. All four Motorcycles will be used in the traffic division of the Police Department. The Police Department would like to purchase Harley Davidson FLHTP to keep the motors squad as uniform as possible and this purchase would allow them to match the existing bikes in their motorcycle fleet. All the motor officers that are currently in the squad have been trained and certified on Harley Davidson police motorcycles. Please see attachments for the two quotes and the four motorcycles being replaced. The price indicated below is a competitive price and the product meets the City's needs.

<b>Number of Vehicles</b>	<b>Type of Vehicle</b>	<b>Cost Per Vehicle</b>
4	Harley Davidson FLHTP	\$23,076.60
	<b>TOTAL</b>	<b>\$92,306.40</b>

**RECOMMENDATION:**

Approve the purchase.

**SUBMITTED BY:**

Colleen Jacobs, Chief of Police

HARLEY-DAVIDSON OF SALT LAKE CITY, LC  
 2928 S. STATE ST  
 SALT LAKE CITY UT 84115  
 (801) 487-4647

WEST VALLEY CITY

Buyer's Order

Date 12/05/2018  
 Order No.  
 Salesman JOE TIMMONS

3600 CONSTITUTION BLVD  
 WEST VALLEY CITY UT 84119  
 H 801-966-3600 W 801-965-5154 C 801-509-2102

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

Unit Information

New/U	Year	Make	Model	Serial No.	Stock No.	Price (Incl factory options)
New	2019	H-D	FLHTP		WEST VALLE	\$17,495.00
New	2019	H-D	FLHTP LIGHT		WEST VALLE	\$6,679.00
New	2019	H-D	FLHTP		WEST VALLE	\$17,495.00
New	2019	H-D	FLHTP LIGHT		WEST VALLE	\$6,679.00
New	2019	H-D	FLHTP		WEST VALLE	\$17,495.00
New	2019	H-D	FLHTP LIGHT		WEST VALLE	\$6,679.00
New	2019	H-D	FLHTP		WEST VALLE	\$17,495.00
New	2019	H-D	FLHTP LIGHT		WEST VALLE	\$6,679.00

Options:

Manufacturer Retail Price	\$0.00
Dealer Unit Price	(\$96,696.00)
Factory Options	\$96,696.00
Added Accessories	\$0.00
Freight	\$0.00
Dealer Prep / Rigging Fee	\$0.00

<b>Cash Price</b>	\$96,696.00
Trade Allowance	\$0.00
Payoff	\$0.00
<b>Net Trade</b>	\$0.00
<b>Net Sale</b> (Cash Price - Net Trade)	\$96,696.00
Sales Tax	\$0.00
Title/License/Registration Fees	\$0.00
Document or Administration Fees	\$0.00
Credit Life Insurance	\$0.00
Accident & Disability	\$0.00
<b>Total Other Charges</b>	\$0.00
<b>Sub Total</b> (Net Sale + Other Charges)	\$96,696.00
Cash Down Payment	\$0.00
<b>Amount to Pay/Finance</b>	\$96,696.00

Notes:

Trade Information

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

TRADE-IN NOTICE: Customer represents that all trade in units described above are free of all liens and encumbrances except as noted.

\*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lender.

Customer Signature \_\_\_\_\_ Dealer Signature \_\_\_\_\_

Thank You for Your Business!

# Buyers Order

Timpanogos Harley Davidson  
555 S Geneva Rd  
Lindon, UT 84042  
801-434-4647

Salesperson Details
Name: Kelly Cleveland

Buyer Information
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WEST VALLEY CITY 8015092101

3600 CONSTITUTION BLVD

WEST VALLEY CITY, UT 84119

N/U	Year	Make	Model	Stock #	VIN
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New 2019 Temporary MU TEMP

Pricing Details	
Subtotal (Total Before Discount)	\$0.00
Discount	(\$92,312.30)
Unit Subtotal	\$92,312.30
Cash Price	\$92,312.30
Amount Financed	\$92,312.30

\_\_\_\_\_  
Customer Date

\_\_\_\_\_  
Dealer Representative Date

<i>ICN #</i>	<i>Mileage</i>	<i>Color</i>	<i>Year</i>	<i>Make</i>	<i>Model</i>	<i>License</i>
711396	12978	White	2012	Harley	MC	2276EX
711395	10218	White	2012	Harley	MC	2243EX
711398	11479	White	2012	Harley	MC	2291EX
711397	12715	White	2012	Harley	MC	2277EX

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY TO PURCHASE FOUR MOTORCYCLES FOR THE POLICE DEPARTMENT.**

**WHEREAS**, the City has the need to replace patrol motorcycles; and

**WHEREAS**, Harley-Davidson motorcycles are only available from select dealers, and are not under state contract; and

**WHEREAS**, the purchase of motorcycles meets City needs and is within budget parameters; 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 authorize the purchase of the replacement motorcycles.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of West Valley City, Utah, that:

1. The City is authorized to purchase four motorcycles at the lowest cost available and for an amount not to exceed Ninety Two Thousand Three Hundred and Six Dollars and Forty Cents (\$92,306.40).
2. The Mayor and the City Manager are hereby authorized to execute, for and in behalf of the City, any documents necessary to complete said purchase.

**PASSED, APPROVED, and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

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

**Fiscal Impact:** \$115,200.00+maintenance \_\_\_\_\_

**Funding Source:** \_\_\_\_\_

**Account #:** 10-4123-40255 \_\_\_\_\_

**Budget Opening Required: Yes**

**ISSUE:**

A resolution authorizing the contract with The Timmons Group to implement a public facing portal for permitting to interface with the City's current software Cityworks. In addition, The Timmons Group shall implement a public facing service request/complaint management system.

**SYNOPSIS:**

West Valley City uses Cityworks to manage all aspects of permit management and requires a public facing portal to interface with residents, contractors and business owners. The Timmons Group will implement a public facing portal for permitting to interface with the City's current software Cityworks. In addition, The Timmons Groups shall implement a public service request/complaint management system, Citysourced, which also interfaces with Cityworks. All business licensing will be implemented in Cityworks as well.

**BACKGROUND:**

The City has been using Cityworks to manage Building permits, Planning and Zoning permits, and Public Works permits for more than ten years. The City needs the ability for the public and contractors to apply for and manage all aspects of permits online. In addition, all service requests are received through CivicPlus and emailed to appropriate departments. The City needs the ability to manage the receipt and management of service requests through a more streamlined portal and these requests need to be automatically imported into Cityworks. Finally, the City needs Business Licensing to be in the same system for managing all aspects of permitting, code enforcement and service requests.

**RECOMMENDATION:**

Approval of resolution

**SUBMITTED BY:**

Paul Isaac/Ken Cushing

**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AWARDING A CONTRACT TO  
TIMMONS GROUP, INC., FOR IMPLEMENTATION OF A  
PUBLIC PORTAL ON THE CITY'S WEBSITE.**

**WHEREAS**, qualifications were solicited from contractors for technical services related to the implementation of a public portal on the City's website (herein the "Work"); and

**WHEREAS**, Timmons Group, Inc. ("Timmons") is the most qualified for said Work and submitted proposals that met the specifications for the Work within City budget requirements; and

**WHEREAS**, a Professional Services Agreement (the "Agreement") has been prepared by and between the City and Timmons that sets forth the terms on which the Work will be completed; and

**WHEREAS**, the City Council of West Valley City, Utah does hereby determine that it is in the best interest of the health, safety, and welfare of the citizens of West Valley City to execute the Agreement with Timmons;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council as follows:

1. Timmons is hereby awarded the contract for the Work.
2. The Mayor and City Manager are hereby authorized to execute the Agreement with Timmons and other documents necessary to perform the Work, subject to the final approval of the Agreement and other related documents by the City Attorney's Office.

**PASSED, APPROVED and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

## Professional Services Agreement

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**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between West Valley City, a Utah municipal corporation located at 3600 South Constitution Boulevard, West Valley City, Utah 84119 (hereinafter, the "City"), and Timmons Group Inc., a corporation located at 1001 Boulders Parkway, Suite 300, Richmond, Virginia 23225 (hereinafter, "Contractor"). Contractor and the City are referred to individually herein as a "Party," and collectively as the "Parties."

### RECITALS :

**WHEREAS**, West Valley City solicited qualifications for the creation and implementation of a public facing internet portal to interface with Cityworks on the City's website (hereinafter, the "Project" or "Project Portal"); and

**WHEREAS**, Contractor has the highest level of expertise and experience for the Project; and

**WHEREAS**, the City desires to contract with Contractor to perform the work on the Project;

**NOW, THEREFORE**, for and in consideration of the mutual covenants made herein, the parties agree as follows:

### A G R E E M E N T :

1. **Obligations of Contractor.**

- a. **Project Description:** Contractor shall create and implement a public facing internet portal on the City's website to interface with the City's current software, Cityworks. The portal shall allow the public to transact business with the City in a user friendly, secure, and efficient environment.
- b. **The Work:** Contractor will perform all services under this Agreement in a professional manner using the degree of care and skill that is normally employed by contractors on similar projects of equal complexity. Contractor shall perform the Work, which is comprised of Deliverables and Tasks, set forth as follows:
  - I. **Deliverables:** Contractor shall deliver the completed Project to the City, on or before the Project Deadline. The Project Portal shall include the following functions and capabilities available to the public (the public may be referred to herein as "User" or "Users"):

- A. City Accounts. The Project Portal shall provide Users the capability to create their own accounts to transact City business by logging in with a username and password created by the User. In addition, Users shall be able to modify their individual account, as well as review any/all Cityworks or OnBase information associated with their email address, including, but not limited to: enforcement history, the status of permit and/or license applications, and/or the status of plans under review.
- B. Permits/Licenses. Users shall have the ability to apply for any of the following permits: Building Permit, Conditional Use Permit, Permitted Use Permit, Subdivision, Storm Water Permit, Excavation Permit, Business License/Business License Renewal, and all other permits and licenses set forth in Exhibit A, attached hereto and incorporated herein. The User shall have the option to submit any/all of the following permit or license information: case type, location, contacts and contact information, case data, and attachments. The User shall have the ability to view all Parent-Child tied permits as well as have the option of printing the application/permit/license, which shall include a "Not Approved" watermark on any of the foregoing not yet officially issued by the City. Users shall have the option of paying application/permit/license fees and shall have the option of printing a receipt after payment is made. Some Permits shall require a phased fee payment, which shall be an option for Users.
- C. Permit Information. User shall have the ability to search for permit information by permit number, name, contractor license number, or permit type. Users shall have the capability to view permit and/or license information by address (through GIS features) including, but not limited to: location, names, inspection results, fees, and payments. User shall have the ability to view incomplete applications, application status, and work flow. Status categories shall include, but are not limited to: In Review, Plans Approved, Issued, Certificate of Occupancy, Temporary Certificate of Occupancy, Closed, Denied, Expired. User shall be able to request inspections from Building Inspection and Public Works and book appointments with available inspectors at a time and place in accordance with the Public Works' and/or Building Inspection Division's scheduling procedures, which shall be available to the User in this function.
- D. Requests for Service/Complaints. Users shall have the ability to make requests for services and/or complaints by completing online templates, including, but not limited to: Code Enforcement complaints, concrete repair, pavement and street markings or other issues, garbage and recycling, street lights, traffic signals, and/or parks signals. Each service request shall create a service request in Cityworks AMS.

Additionally, Users shall receive automatic email updates regarding their request/complaint.

- E. Reports. User shall have access and ability to print Crystal Reports, defined by the User for each permit/license/application type.
- F. Notifications and Mobile App. Users shall have the option of downloading a mobile app to link Users to the Project Portal. Users shall also have the option of receiving notification emails any time the status of their request/application changes.
- G. Disclaimer. User shall be required to accept Terms and Conditions, which shall include all applicable disclaimers, prior to transacting business or viewing information from the Project Portal. The City and Contractor shall develop the Terms and Conditions.
- H. OnBase Integration. All permit-related deliverables and functions shall be integrated with the City's OnBase program.
- I. Required Fields. The Required Fields and all other information set forth in Exhibit A shall be included for each Deliverable.
- J. City Additions/Deletions/Edits. After completion of the Project Portal, the City shall have the ability to add, delete and/or edit all permitting and licensing in City Works PLL, which shall be reflected in the Project Portal.

II. **Tasks:** Contractor shall perform the following tasks on or before the Project Deadline.

- A. Project Management Plan. From the Deliverables, Tasks, and information in Exhibit A, the Contractor shall create a Project Management Plan for completion of the Work on or before the Project Deadline. The Project Management Plan shall include all details necessary to complete the Project Portal and shall include all Deliverables, Tasks, and information in Exhibit A. The Project Management Plan shall be completed within twenty (20) business days after the execution of this Agreement. Contractor and the City shall meet every other week to ensure that the plan is executed within the required timeframes.
- B. Project Portal. Contractor shall:
  - i. Deploy out of the box Portal to City's test environment;
  - ii. Request User interface changes;

- iii. Configure contractors in Cityworks for online access;
- iv. Complete configuration and integration of the Portal and OnBase integration;
- v. Conduct Webex training on Portal;
- vi. Deliver Public Portal User Guide;
- vii. Complete City employee training;
- viii. Deploy Portal to production;
- ix. Stabilize system;
- x. Complete triage of testing feedback items;
- xi. Go-Live;
- xii. Request final system acceptance from City;
- xiii. Transition to Vendor support and as-needed Contractor support.

C. Citizen Engagement. Contractor shall:

- i. Implement CitySourced configuration document;
- ii. Configuration review meetings/Webinar;
- iii. Training City employees;
- iv. Provide access to the Cloud-based administrative Portal (console);
- v. Implement smartphone application published to Apple's iTunes Store and Google's Play Store;
- vi. Implement responsive HTML5 Version of the application;
- vii. Provide access to public facing Cloud-based application (Widgets).

D. Business Licenses. Contractor shall:

- i. Create different default functions for fees and data collection for Commercial, Fireworks, Home, Rental and Temporary Licensing.
- ii. Collect the required data for Business Licensing and Renewals such that license fees are accurately calculated for each type.
- iv. Develop automatic renewal letters and accurately addressed envelopes for each and every active license forty-five (45) days prior to the license expiration date. Letters shall be sent via email where possible.
- v. Implement one payment gateway such that all license/renewal fees can be paid.

- c. **Compensation:** The total compensation for the Work shall not exceed One Hundred Fifteen Thousand Two Hundred Dollars (\$115,200.00), which includes the Initial Term Setup Costs in the CitySourced, Inc. Service Request System Agreement set forth in Exhibit B. Technical services and maintenance costs for the

Service Request System are set forth in Exhibit B and shall be paid on an annual basis. Further, technical services and maintenance costs for the Project Portal shall not exceed Eleven Thousand Two Hundred Dollars (\$11,200.00) annually. Services requested by the City that are not included in Exhibit C shall not exceed an hourly rate of One Hundred Eighty-Five Dollars (\$185.00).

- d. **Project Deadline:** The Project shall be completed no later than nine (9) months from the date this Agreement is fully executed and may be extended by agreement of the Parties. Prior to commencing the Work on the Project, the City and Contractor shall meet and determine logistics, scheduling, project management guidelines, and other Project details.
- e. **Technical Service and Maintenance.** Contractor obligations for Project Portal technical services and maintenance are set forth in Exhibit C.
- f. **Non-disclosure/Confidentiality of City Information.** For the purposes of this Section, information provided by the City to Contractor under this Agreement is "Confidential Information". Contractor shall keep and maintain the Confidential Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized use or disclosure. Contractor shall use and disclose Confidential Information solely for the purposes for which such information, or access to it, is provided, which includes certain disclosure to individuals involved or consulting with Contractors on the Project. Contractor shall not directly or indirectly disclose any of the Confidential Information to any third party, except with the City's prior written consent or as otherwise provided herein. Contractor shall, upon the earlier of (i) completion of discussions between the Parties; (ii) determination that Contractor has no need for the Confidential Information; or (iii) at any time the City may so request, dispose of all records, electronic or otherwise (including all backup records and/or other copies thereof) regarding or including any of the Confidential Information that Contractor may then possess or control. Disposal shall be achieved through prompt delivery of the records to the City or destruction in a manner that renders the records unreadable and undecipherable by any means. Upon any occurrence of the above, Contractor shall, upon request of the City, promptly certify in writing, in a form acceptable to the City and executed by Contractor, that all such Confidential Information has been destroyed or returned. Contractor acknowledges that the disclosure of the Confidential Information may cause irreparable injury to the City and damages, which may be difficult to ascertain. Therefore, the City may, upon a disclosure or threatened disclosure of any Confidential Information, be entitled to injunctive relief, without a posting of a bond and pursuit of all remedies at law and equity.

2. **Obligations of the City.**

- a. In consideration for the Work performed by Contractor, the City agrees to pay Contractor in accordance with Section 1(c) of this Agreement. Half of the funds, excluding technical services and maintenance costs, shall be paid to Contractor upon execution of this Agreement. The other half of the funds shall not be paid to Contractor until the City has accepted the completed Work.
- b. The City will provide Contractor with all the information in the City's possession that may be necessary to complete the Work no later than five (5) business days after receipt of request. The City shall document the delivery of the requested information.

3. **Term of Agreement.** This Agreement shall commence upon execution by the parties and shall continue until the expiration of the Project Deadline or either of the following occurs:

- a. The City extends the Project Deadline Date and Contractor completes the Work as set forth in this Agreement.
- b. The City has paid Contractor the maximum compensation amount of One Hundred Fifteen Thousand Two Hundred Dollars (\$115,200.00).

The City and Contractor understand that time is of the essence and expect the Project to be completed as set forth in Section 1(d) of this Agreement. However, the expected completion time may be extended in writing by the City, at the mutual agreement of the parties.

4. **Termination.** In the event Contractor fails to comply with any provisions of this Agreement, or if the progress or quality of the work is unsatisfactory to the City, in the City's sole discretion, the City may serve written notice thereof upon Contractor, and if Contractor fails within a period of three (3) days thereafter to correct failure, the City may terminate this Agreement upon written notice to Contractor. Upon such termination, Contractor shall immediately cease its performance of this Agreement and the City shall determine and pay to Contractor the amount due for such satisfactory work up to the effective date of Termination. Conditions which may result in termination of this Agreement specifically include, but are not limited to, failure to comply with any applicable federal, state, or local laws or regulations. Notwithstanding the above, Contractor shall not be relieved of liability to the City for damages sustained by virtue of any breach by Contractor.

5. **City Representative.** The City hereby appoints Paul Isaac, or his designee, as the City's representative to assist in the administrative management of this Agreement.

6. **Conflict of Interest.** No official, employee, consultant or agent of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such official, employee, consultant or agent participate in any decision relating to this Agreement that

affects the personal interests of such person or the interests of any corporation, partnership or association in which such person is directly or indirectly interested.

7. **Relationship of the Parties.** It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by the Parties. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties hereto, constitute any Party the agent of another Party, nor authorize any Party to make or enter into any commitments for or on behalf of any other Party. Further, it is understood and agreed that Contractor is an independent contractor, and that the officers and employees of Contractor shall not be employees, officers, or agents of the City; nor shall they represent themselves to be employees of the City; nor shall they be entitled, as a result of the execution of this Agreement, to any benefits or protections that would otherwise be available to employees of the City.
8. **No Personal Liability.** No manager, member, shareholder, director, official, employee, consultant, agent or representative of any Party shall be personally liable to the other Parties or any successor in interest in the event of any default or breach by the first Party for any amount that may become due to the other Parties or their respective successor or on any obligations under the terms of this Agreement.
9. **Indemnification.** Contractor agrees to indemnify, defend, and hold the City harmless from and against any lawsuits, damages, and expenses, including reasonable court costs and attorney's fees, by reason of a claim and/or liability imposed, or claimed, and/or threatened against the City for damages because of bodily injury, death, and/or property damages or claims, intellectual property or otherwise, resulting from Contractor's performance of services under this Agreement, to the extent that such bodily injuries, death, and/or property damages or claims, intellectual or otherwise, are attributable to the negligence of Contractor and/or Contractor's contractors, servants, agents, employees, and/or assigns. The indemnification required by this section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the negligence of the City. As used in this section, the City shall also refer to the officers, agents, assigns, volunteers, and employees of the City.

**Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Such written communication shall be effective upon personal delivery to any party or upon being sent by email or overnight mail service; by facsimile (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective parties as follows:

If to Contractor: Ronald Butcher, Principal in Charge  
1001 Boulders Parkway, Suite 300  
Richmond, VA 23225  
(804) 200-6971

If to the City: West Valley City

Attn: Paul Isaac, Assistant City Manager  
3600 Constitution Blvd.  
West Valley City, Utah 84119

With a copy to: West Valley City Attorney's Office  
Attn: Claire Gillmor, Attorney  
3600 Constitution Blvd.  
West Valley City, Utah 84119  
Telephone: (801) 963-3396  
Fax: (801) 963-3366

Either party may change its address for purposes of this Agreement by giving written notice to the other party.

10. **Exhibits/Recitals.** All Exhibits to this Agreement and all Recitals are incorporated in this Agreement and made a part of this Agreement as if set forth in full, and are binding upon the Parties to this Agreement.
11. **Agreement Confidentiality.** All matters set forth in this Agreement are subject to the Government Records Access and Management Act ("GRAMA") (UCA 63G-2-101 *et seq.*). In the event that the City or Agency receives a GRAMA request that relates to any matter set forth in this Agreement, the City or Agency shall apply Utah Code section 63G-2-305 to any such requested information.
12. **Attorneys' Fees.** In the event of any litigation arising out of this Agreement, the substantially prevailing Party or Parties shall be entitled to recover reasonable costs and expenses of such litigation from the other Party or Parties, including, without limitation, reasonable attorneys' fees and expenses, whether incurred by in-house counsel or other counsel of record.
13. **Entire Agreement.** This Agreement, including all exhibits attached hereto and all other documents incorporated herein by reference, contains the entire, fully-integrated agreement between the Parties, and no statement, promise or inducements made by any Party or agents for any Party that are not contained in this written Agreement shall be binding or valid. This Agreement shall supersede all prior and contemporaneous negotiations, representations and agreements of the Parties with respect to the subject matter hereof.
14. **Construction of Agreement.** This Agreement is the result of the joint efforts and negotiations of the Parties, and no single Party is the author or drafter hereof. All of the Parties assume joint responsibility for the form and position of each and all of the contents of this Agreement, and the Parties agree that this Agreement shall be interpreted as though each of the Parties participated in the composition of this Agreement and each and every part thereof.

15. **Laws to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Utah, without giving effect to principles of conflicts of laws. Any dispute relating to this Agreement shall be heard in the state or federal courts of the State of Utah, and the Parties agree to jurisdiction and venue therein.
16. **Amendment.** No amendments, modifications, or alterations of the terms of this Agreement shall be binding unless the same be in writing and duly executed by the Parties.
17. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and to their respective successors-in-interest. This Agreement is not assignable by any Party.
18. **No Third-Party Beneficiaries.** The execution, performance, and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties hereto, to any entity or party other than Contractor and the City.
19. **No Consequential Damages.** Notwithstanding any other provision set forth in this Agreement, in no event (including, without limitation, any termination of this Agreement with or without cause) will either Party be liable to the other Party for any indirect, special or consequential damages whatsoever, (including, without limitation, lost profits) arising out of or relating to this Agreement or either Parties' performance under this Agreement.
20. **Non-Waiver.** Failure on the part of a Party to complain of any action or non-action on the part of the other Parties, no matter how long the same may continue, shall not be deemed to be a waiver by such Party of any of its rights hereunder. The consent or approval by a Party to or of any action of the other Parties requiring such consent or approval shall not be deemed to waive or render unnecessary such consent or approval to or of any subsequent similar act.
21. **Time of the Essence.** Time is and shall be of the essence of this Agreement and of each term and provision hereof.
22. **Counterparts/Electronic Signatures.** This Agreement may be executed in counterparts, each of which when taken together shall constitute one complete agreement. Electronic signatures shall be acceptable as if originals, but the Parties agree to deliver an original signature to the other Parties within two (2) business days by reputable courier service.
23. **Interpretation.** Words of any gender used in this Agreement shall be held and construed to include any other gender. Words used as a singular shall be held to include the plural, unless the context otherwise requires. The captions or headings used in this Agreement are inserted and included solely for convenience and shall never be considered or given any effect in construing the provisions hereof if any question of intent should arise.
24. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any Party or circumstance shall to any extent be invalid or unenforceable, the remainder

of this Agreement, or the application of such term or provision to Parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

25. **Further Assurances.** The Parties shall execute and deliver all other appropriate supplemental or corrective agreements and other instruments, and take any other action necessary to make this Agreement fully and legally effective, binding, and enforceable as between them and as against third parties.
26. **Binding Effect.** This Agreement shall be binding upon the Parties and their respective permitted successors and assigns.
27. **Authority.** Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of each Party's obligations hereunder have been duly authorized and that this Agreement is valid and legally binding on the Parties and enforceable in accordance with its terms.
28. **Waiver of Jury Trial.** EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

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

*(Signature page follows.)*



# Chesterfield Overlay Zone

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	East/West Running Streets												North/South Running Streets								
	Sunset	Shelley	Russett	Claybourne	Southgate	2700	Malvern	Crystal	Stratford	Warnock	Whitlock	Parkway	Lester	Cassell	Chatham	Derby	Fargo	Hempstead	Chesterfield	Winton	Overall
Number of homes	33	32	38	27	19	10	10	20	11	15	10	35	26	5	15	15	16	18	27	3	385
Average home size	1143	1097	1016	1169	1159	1233	1279	1306	1386	1122	1076	1335	1098	1583	1256	1588	1529	1328	1505	1712	1244
Median home size	1050	1030	1001	1161	1066	1270	1363	1200	1440	1164	1017	1190	1080	1512	1288	1540	1521	1227	1350	1419	1176
Percent 1 story	97%	97%	100%	96%	95%	100%	80%	100%	100%	100%	100%	89%	100%	100%	100%	80%	94%	100%	81%	67%	95%
Average age	1957	1955	1951	1957	1955	1963	1963	1957	1950	1962	1951	1964	1965	1985	1970	1976	1985	1968	1967	1978	1962
Covered parking mix																					
Attached	9%	9%	0%	11%	0%	30%	0%	20%	18%	27%	10%	17%	35%	60%	20%	53%	44%	33%	22%	0%	18%
Detached	6%	41%	37%	48%	21%	30%	60%	45%	45%	7%	50%	37%	23%	20%	60%	20%	44%	39%	33%	67%	38%
Carport	52%	13%	13%	4%	5%	0%	10%	5%	9%	7%	0%	17%	12%	0%	7%	7%	6%	0%	7%	0%	8%
None	33%	36%	50%	37%	74%	40%	30%	30%	27%	60%	40%	29%	31%	20%	13%	20%	6%	28%	37%	33%	35%
House style mix																					
A-Frame	3%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Basement	0%	0%	3%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Bi-Level/Split Entry	0%	0%	0%	0%	0%	0%	0%	5%	0%	0%	0%	0%	4%	0%	0%	7%	0%	0%	0%	0%	1%
Cottage/Bungalow	58%	69%	79%	70%	79%	60%	60%	50%	73%	67%	80%	57%	46%	20%	53%	33%	6%	50%	37%	0%	57%
Manufactured Home	15%	6%	13%	19%	11%	30%	30%	10%	0%	13%	20%	11%	8%	40%	13%	33%	19%	28%	22%	67%	16%
Ranch/Rambler	24%	19%	5%	11%	11%	10%	0%	35%	18%	13%	0%	14%	42%	40%	33%	7%	69%	22%	26%	0%	21%
Split Level/Tri-Level	0%	3%	0%	0%	0%	0%	0%	0%	9%	0%	0%	6%	0%	0%	0%	0%	0%	0%	0%	0%	1%
Two Story Conventional	0%	3%	0%	0%	0%	0%	10%	0%	0%	0%	0%	11%	0%	0%	0%	20%	6%	0%	15%	33%	4%
Two Story Modern	0%	0%	0%	0%	0%	0%	0%	0%	0%	7%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Exterior materials mix																					
Aluminum/vinyl	61%	47%	37%	33%	47%	30%	60%	25%	45%	13%	40%	23%	50%	60%	27%	40%	44%	39%	26%	0%	38%
Asbestos/asphalt shingle	6%	3%	11%	4%	16%	10%	0%	10%	0%	7%	0%	3%	0%	0%	0%	7%	0%	0%	0%	0%	5%
Brick	0%	9%	8%	0%	0%	10%	0%	15%	36%	7%	20%	3%	4%	0%	7%	0%	0%	0%	0%	0%	5%
Composition	0%	0%	0%	0%	0%	0%	0%	0%	0%	7%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Frame/stucco/hard board	18%	9%	29%	37%	11%	10%	20%	15%	0%	20%	20%	37%	12%	20%	13%	20%	25%	28%	26%	100%	22%
Other/cinder block/tin	6%	9%	3%	4%	0%	0%	10%	5%	0%	0%	0%	3%	0%	0%	7%	0%	0%	0%	0%	0%	3%
Stucco	9%	16%	13%	22%	26%	40%	10%	30%	18%	47%	20%	31%	35%	20%	47%	33%	31%	33%	48%	0%	27%

Source: Salt Lake County Assessor

# House Size

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Size of Home	Number of Homes	% of Total Homes
Less than 1,000 SF	126	32.7%
1,000 to 1,199 SF	74	19.2%
1,200 to 1,399 SF	63	16.3%
1,400 to 1,599 SF	58	15.1%
1,600 SF or more	64	16.6%
Total	385	

Average house size: 1,244 SF

Source: Salt Lake County Assessor

# House Size

	A Zone		R-1-6 Zone	
Size of Home	Number of Homes	% of Total Homes	% of Total Homes	Number of Homes
Less than 1,000 SF	37	23.1%	89	39.6%
1,000 to 1,199 SF	22	13.8%	52	23.1%
1,200 to 1,399 SF	30	18.8%	32	14.2%
1,400 to 1,599 SF	28	17.5%	30	13.3%
1,600 SF or more	43	26.9%	22	9.8%
Total	160		225	

Average house size: 1,398 SF    Average house size: 1,135 SF

Source: Salt Lake County Assessor

# House Style

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- 57% of homes are considered a cottage/bungalow which were built pre-1950.
- 21% of homes are considered a ranch/rambler which were built during the 1950's or after.
- 16% of homes are considered manufactured homes.
- 95% of homes have only one story (not including basements).

Source: Salt Lake County Assessor

# Exterior Materials

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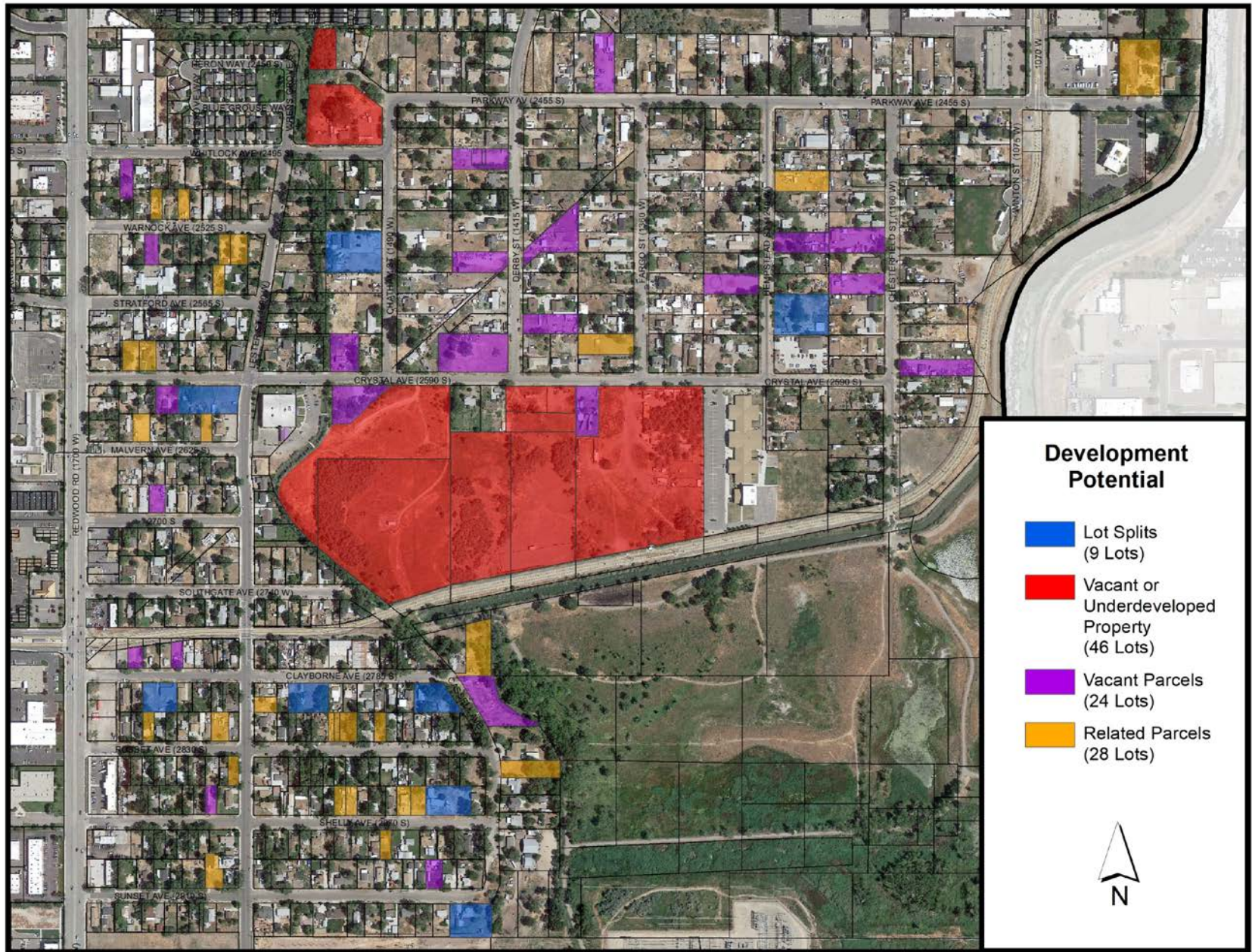
- 65% of exteriors are some type of siding – aluminum, vinyl, wood, etc.
- 27% of exteriors are stucco.
- 5% of exteriors are brick.
- Only 5% of non-brick homes include a masonry trim or wainscot.

Source: Salt Lake County Assessor

# Covered Parking

	A Zone		R-1-6 Zone	
Type of Covered Parking	Number of Homes	% of Homes w/ Covered Parking	Number of Homes	% of Homes w/ Covered Parking
Attached	43	37.4%	28	20.9%
Carport	13	11.3%	18	13.4%
Detached	59	51.3%	88	65.7%
Total Homes with Covered Parking	115		134	

Source: Salt Lake County Assessor



# Recommended Standards

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- Minimum house size: 1,400 SF in R-1-6, 1,600 SF in A
- Maximum height: 1 story
- Allowed materials: brick, stone, fiber cement, stucco and 5” of taller foam backed/insulated vinyl siding
- Required masonry: 0%
- Minimum garage size: 2-car
- Garage type: detached or side entry in R-1-6
- Design standards:
  - Front porch required
  - Home must be oriented toward the street
  - 6/12 roof pitch
  - Modified point system to account for change in materials and porch requirement

# Application of Standards

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- All overlay standards would apply to new homes including replacement homes.
- The height, materials and garage type standards would apply to additions.

February 7, 2019

**MEMORANDUM**

TO: CITY COUNCIL  
FROM: WAYNE T. PYLE, CITY MANAGER  
RE: UPCOMING MEETINGS AND EVENTS

**City Council Study Meetings are held at 4:30 P.M. every Tuesday unless otherwise noted.**

**City Council Regular Meeting are held at 6:30 P.M. every Tuesday unless otherwise noted.**

**February**

February 12, 2019 <i>Tuesday</i>	Prop 2 Discussion, 12:00 PM; Murray City Hall Council Chambers, 5025 State Street
February 14, 2019 <i>Thursday</i>	West Valley Family Fitness Center Member Valentine Party, 6-7 PM
February 13, 2019 <i>Wednesday</i>	Police Chief's Monthly Community Meeting – CIT, 6 PM; West Valley City Hall, Multi-purpose Room
February 15, 2019 <i>Friday</i>	Police Awards Banquet, 6:30 PM; The Tower at Rice-Eccles Stadium (451 S 1400 E, Salt Lake City, UT, 84112)
February 18, 2019 <i>Monday</i>	City Offices Closed for President's Day
February 22, 2019 <i>Friday</i>	Kicker Arenacross, 7:30 PM; Maverik Center, 3200 Decker Lake Drive
February 23, 2019 <i>Saturday</i>	Kicker Arenacross, 7:30 PM; Maverik Center, 3200 Decker Lake Drive

February 28, 2019  
*Thursday* ChamberWest Annual Awards Gala, 5-8:30 PM; Maverik  
Maverik Center, 3200 Decker Lake Drive

## **March**

March 7, 2019  
*Thursday* Sounds of Silk Exhibit; UCCC, 1355 W 3100 S  
(3/7-4/3)

March 7, 2019  
*Thursday* Weavers Guild Exhibit Opening Reception, 6 PM; UCCC,  
1355 W 3100 S (3/7-4/24)

March 7, 2019  
*Thursday* UT Surface Design Exhibit; UCCC, 1355 W 3500 S  
(3/7-4/24)

March 7-10, 2019  
*Thursday - Monday* Cirque du Soleil Crystal, Times Vary; Maverik Center,  
3200 Decker Lake Drive

March 10-13, 2019  
*Sunday - Wednesday* NLC Conference, Washington D.C.

March 13, 2019  
*Wednesday* Police Chief's Monthly Community Meeting – Scams and  
Fraud, 6:00 PM; West Valley City Hall, Multi-purpose  
Room

March 15, 2019  
*Friday* West Valley City Family Fitness Center Members St.  
Patrick's Day Party, 6-7 PM

March 15, 2019  
*Friday* The Roadshow, 7:00 PM; Maverik Center,  
3200 Decker Lake Drive

March 23, 2019  
*Saturday* PAC-12 Women's Gymnastics Championship, 10:00 AM;  
Maverik Center, 3200 Decker Lake Drive

March 29, 2019  
*Friday* UT Shakespeare Festival, Macbeth, 10 AM & 7 PM;  
Harman Hall, 3333 Decker Lake Drive

## **April**

April 1, 2019  
*Monday* UT Shakespeare Festival, Macbeth, 10 AM & 7 PM;  
Harman Hall, 3333 Decker Lake Drive

April 2, 2019 <i>Tuesday</i>	UT Shakespeare Festival, Macbeth, 10 AM & 7 PM; Harman Hall, 3333 Decker Lake Drive
April 2, 2019 <i>Tuesday</i>	Computer Key Art Exhibit; UCCC, 1355 W 3100 S (4/2-5/28)
April 10, 2019 <i>Wednesday</i>	Police Chief's Monthly Community Meeting – CPTED, 6 PM; West Valley City Hall, Multi-purpose Room
April 15, 2019 <i>Monday</i>	Breakfast with the Bunny Registration Deadline
April 18, 2019 <i>Thursday</i>	SpringFest; Centennial Park, West Pavilion, 5405 W 3100 S
April 19, 2019 <i>Friday</i>	WVCFFC Flashlight Hunt for ages 13 - 16 (9PM SHARP) Register by April 18.
April 19, 2019 <i>Friday</i>	WVCFFC Adult Flashlight Hunt ages 18+ (9PM SHARP) Register by April 18.
April 20, 2019 <i>Saturday</i>	WVC Easter Egg Hunts for ages 12 & Under (8:30AM SHARP). Register by April 18.
April 20, 2019 <i>Saturday</i>	WVC Breakfast with the Bunny, West Valley City Family Fitness Center, Register by April 15.
April 21, 2019 <i>Sunday</i>	WVCFFC closed for Easter
April 24-26, 2019 <i>Wednesday-Friday</i>	ULCT Midyear Conference; St. George
April 26, 2019 <i>Friday</i>	Shanks Golf Tournament; The Ridge, 5055 Westridge Blvd
April 26, 2019 <i>Friday</i>	Frankie Valli & The Four Seasons, 8:00 PM; Maverik Center, 3200 Decker Lake Drive
<b>April 30, 2019</b> <b><i>Tuesday</i></b>	<b>No City Council Meetings- 5<sup>th</sup> Tuesday</b>

## **May**

May 1, 2019 <i>Wednesday</i>	Art at the Main Exhibit; UCCC 1355 W 3100 S (5/1-6/26)
May 3, 2019 <i>Friday</i>	Sweat n' Splash Zumba Event, WVCFFC
May 8, 2019 <i>Wednesday</i>	Police Chief's Monthly Community Meeting – Graffiti, 6 PM; West Valley City Hall, Multi-purpose Room
May 10, 2019 <i>Friday</i>	Spike 150 Railroad Exhibit Opening Reception, 6 PM; UCCC, 1355 W 3100 S, (5/2-6/26)
May 12, 2019 <i>Sunday</i>	Mother's Day Brunch, 10AM-1PM, Stonebridge Golf Club
May 16, 2019 <i>Thursday</i>	Student Arts Festival; TBD
May 17, 2019 <i>Friday</i>	APA Lights Off; American Prep Academy on 2590 South
May 20, 2019 <i>Monday</i>	APA Lights Off; American Prep Academy on 3600 West
May 27, 2019 <i>Monday</i>	City Offices Closed for Memorial Day
May 31, 2019 <i>Friday</i>	Movies in the Park; Centennial Park, 5405 W 3100 S

## **June**

June 3- June 7, 2019 <i>Monday-Friday</i>	Election- Filing Deadline; 8 AM- 5 PM in the City Recorder's Office
June 4, 2019 <i>Tuesday</i>	Kelly Boswell Watercolor Exhibit; UCCC, 1355 W 3100 S (6/4-7/9)

June 7, 2019 <i>Friday</i>	Movie in the Park; Centennial Park, 5405 W 3100 S
June 12, 2019 <i>Wednesday</i>	Police Chiefs Monthly Community Meeting – Summer Safety , 6 PM; West Valley City Hall, Multi-purpose Room
June 13, 2019 <i>Thursday</i>	Brad Paisley; USANA, 5150 Upper Ridge Road
June 14, 2019 <i>Friday</i>	Movies in the Park; Centennial Park, 5405 W 3100 S
June 15, 2019 <i>Saturday</i>	WVCFFC WestFest 5K & 10K Run
June 15, 2019 <i>Saturday</i>	WestFest Parade, 10:00 AM; City Park, 4552 W 3500 S
June 15, 2019 <i>Saturday</i>	Alabama, 7:00 PM; Maverik Center, 3200 Decker Lake Drive
June 18, 2019 <i>Tuesday</i>	Train/Goo Goo Dolls, 7 PM; USANA, 5150 Upper Ridge Road
June 20, 2019 <i>Thursday</i>	Department of Public Safety – Family Safety Fair; DPS Offices 2700 West
June 21, 2019 <i>Friday</i>	Summer Gods Tour 2019, 7 PM; USANA, 5150 Upper Ridge Road
June 21, 22: 24-28, <i>Fri., Sat.: Mon.-Fri.</i>	2019 Summer Play; UCCC, 1355 W 3100 S
June 28, 2019 <i>Friday</i>	Movies in the Park; Centennial Park, 5405 W 3100 S

## **July**

July 1, 2019 <i>Monday</i>	Election- Deadline for Candidates to Submit Profile to State Website
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July 1, 2019 <i>Monday</i>	WorldStage Concert: Utah Symphony; UCCC, 1355 W 3100 S
July 2, 2019 <i>Tuesday</i>	Santana: Supernatural Now, 7 PM; USANA, 5150 Upper Ridge Road
July 3, 2019 <i>Wednesday</i>	David Estates Exhibit; UCCC, 1355 W 3100 S (7/3-8/28)
July 4, 2019 <i>Thursday</i>	City Offices Closed for Independence Day
July 4, 2019 <i>Thursday</i>	WVCFFC Hours 7AM-12PM. Pool closes at 11AM
July 5, 2019 <i>Friday</i>	Movie in the Park, Centennial Park
July 8, 2019 <i>Monday</i>	WorldStage Concert; UCCC, 1355 W 3100 S
July 10, 2019 <i>Wednesday</i>	Police Chief's Monthly Community Meeting – Internet Safety, 6 PM; West Valley City Hall, Multi-purpose Room
July 11, 2019 <i>Thursday</i>	FOUS XV Exhibit; UCCC, 1355 W 3100 S (7/11-8/28)
July 12, 2019 <i>Friday</i>	Movies in the Park; Centennial Park, 5405 W 3100 S
July 15, 2019 <i>Monday</i>	WorldStage Concert; UCCC, 1355 W 3100 S
July 16, 2019 <i>Tuesday</i>	What's on your Plate Group Exhibit; UCCC 1355 W 3100 S (7/16-8/28)
July 18, 2019 <i>Thursday</i>	Face of Utah Sculpture XV Exhibit Opening Reception, 6:00 PM; UCCC, 1355 W 3100 S, (7/11-8/28)
July 18, 2019 <i>Thursday</i>	Shinedown, 6:30 PM; USANA, 5150 Upper Ridge Road

July 20, 2019 <i>Saturday</i>	Jon Bellion: The Glory Sound Prep Tour, 7 PM; USANA, 5150 Upper Ridge Road
July 22, 2019 <i>Monday</i>	WorldStage: West Valley Symphony; UCCC, 1355 W 3100 S
July 24, 2019 <i>Wednesday</i>	City Offices Closed for Pioneer Day
July 24, 2019 <i>Wednesday</i>	WVCFFC Hours 7AM-12PM. Pool closes at 11AM
July 25-27, 2019 <i>Thursday-Saturday</i>	The Basketball Tournament; Maverik Center, 3200 Decker Lake Drive
July 26, 2019 <i>Friday</i>	Movies in the Park; Centennial Park, 5405 W 3100 S
July 27, 2019 <i>Saturday</i>	Jason Aldean; USANA, 5150 Upper Ridge Road
July 29, 2019 <i>Monday</i>	WorldStage Concert; UCCC, 1355 W 3100 S
July 30, 2019 <i>Tuesday</i>	No City Council Meetings- 5 <sup>th</sup> Tuesday

**August**

August 2, 2019 <i>Friday</i>	Movie in the Park, Centennial Park
August 5, 2019 <i>Monday</i>	WorldStage Concert; UCCC, 1355 W 3100 S
August 6, 2019 <i>Tuesday</i>	Election- Campaign Finance Statement Due
August 6, 2019 <i>Tuesday</i>	National Night Out Block Parties

August 6, 2019 <i>Tuesday</i>	No City Council Meetings- Neighborhood Night Out
August 9, 2019 <i>Friday</i>	Movies in the Park; Centennial Park, 5405 W 3100 S
August 9 & 10, 2019 <i>Friday &amp; Saturday</i>	Wasatch International Food Festival; UCCC, 1355 W 3100 S
August 12, 2019 <i>Monday</i>	WorldStage Concert; UCCC, 1355 W 3100 S
August 13, 2019 <i>Tuesday</i>	Primary Election Day
August 19, 2019 <i>Monday</i>	WorldStage Concert; UCCC, 1355 W 3100 S
August 23, 2019 <i>Friday</i>	National Night Out Block Parties
August 24, 2019 <i>Saturday</i>	Clean and Beautiful Awards Reception; UCCC, 1355 W 3100 S
August 26, 2019 <i>Monday</i>	WorldStage Concert; UCCC, 1355 W 3100 S
August 27, 2019 <i>Tuesday</i>	Election- City Council Canvass Election Returns from Primary

## **September**

September 2, 2019 <i>Monday</i>	City Offices Closed for Labor Day
September 4, 2019 Wednesday	Utah Calligraphic Artists Exhibit; UCCC, 1355 W 3100 S (9/4-10/17)
September 5, 2019 <i>Thursday</i>	Utah Water Color Society Exhibit Opening Reception; UCCC, 1355 W 3100 S (9/5-10/16)

September 6, 2019 <i>Friday</i>	Election- Deadline for Candidates to Submit Profile to State Website
September 7, 2019 <i>Saturday</i>	WVCFFC Triathlon
September 11, 2019 <i>Wednesday</i>	Get into the River (Jordan River Event); TBD
September 11, 2019 <i>Wednesday</i>	Police Chief's Monthly Community Meeting – New Building Virtual Tour, 6 PM; West Valley City Hall, Multi-purpose Room
September 11-13, 2019 <i>Wednesday-Friday</i>	ULCT Annual Convention; Salt Lake City
September 12, 2019 <i>Thursday</i>	Florida Georgia Line; USANA, 5150 Upper Ridge Road
September 14, 2019 <i>Saturday</i>	KISS: End of the Road World Tour, 7:30 PM; USANA, 5150 Upper Ridge Road
September 17, 2019 <i>Tuesday</i>	Wildlife Art by Jennifer Seeley; UCCC, 1355 W 3100 S (9/17-11/6)
September 20, 2019 <i>Friday</i>	Lynyrd Skynyrd, 7 PM; USANA, 5150 Upper Ridge Road
September 20, 2019 <i>Friday</i>	Marco Antonio Solis, 8:00 PM; Maverik Center, 3200 Decker Lake Drive
September 20, 2019 <i>Friday</i>	Greek Theater; UCCC, 1355 W 3100 S

## **October**

October 4, 2019 <i>Friday</i>	WVCFFC Member VIP Night, 6-9PM. Free for members
October 9, 2019 <i>Wednesday</i>	Police Chief's Monthly Community Meeting – VECC, 6 PM; West Valley City Hall, Multi-purpose Room

October 19, 2019 <i>Saturday</i>	Free Halloween Safety Festival, 11AM-12PM, WVCFFC
October 24, 2019 <i>Thursday</i>	Posada Exhibit; UCCC, 1355 W 3100 S (10/24-11/6)
October 25, 2019 <i>Friday</i>	Member Pumpkin Painting Event, 6PM, WVCFFC
October 25, 2019 <i>Friday</i>	Nightmare Alley, 7PM-10PM, WVCFFC
October 26, 2019 <i>Saturday</i>	Nightmare Alley, 6PM-9PM, WVCFFC
October 28, 2019 <i>Monday</i>	Day of the Dead Altar and Art Exhibition; UCCC, 1355 W 3100 S (10/28-11/7)
October 29, 2019 <i>Tuesday</i>	No City Council Meetings- 5 <sup>th</sup> Tuesday
October 29, 2019 <i>Tuesday</i>	Election- Campaign Finance Statement Due

## **November**

November 2, 2019 <i>Saturday</i>	Day of the Dead Celebration; UCCC, 1355 W 3100 S
November 5, 2019 <i>Tuesday</i>	General Election Day
November 5, 2019 <i>Tuesday</i>	No City Council Meetings- Election Day
November 11, 2019 <i>Monday</i>	City Offices Closed for Veteran's Day
November 13, 2019 <i>Wednesday</i>	Police Chief's Monthly Community Meeting – Protecting yourself from package theft, 6 PM; West Valley City Hall,

Multi-purpose Room

November 14, 2019  
*Thursday* Frank Lloyd Wright Exhibit Opening Reception; UCCC,  
1355 W 3100 S (11/14-1/13)

November 19, 2019  
*Tuesday* Election- City Council Canvass Election Returns from  
General Election

November 20, 2019  
*Wednesday* Winter Scenes & Holiday Dreams Exhibit; UCCC,  
1355 W 3100 S (11/20-12/31)

November 20, 2019  
*Wednesday* Trees of Diversity Exhibit; UCCC, 1355 W 3100 S  
(11/20-12/31)

November 23, 2019  
*Saturday* Ugly Sweater 5K Fun Run, 8AM, WVCFFC

November 28, 2019  
*Thursday* City Offices Closed for Thanksgiving

November 28, 2019  
*Thursday* WVCFFC open 7AM-12PM. Pool closes at 11AM

**December**

December 2, 2019  
*Monday* Christmas Tree Lighting and Walk with Santa, 6:30PM,  
WVCFFC

December 2, 2019  
*Monday* Merry Mondays: Concert & Holiday Market; UCCC,  
1355 W 3100 S

December 5, 2019  
*Thursday* Election- Final Campaign Finance Statement Due

December 9, 2019  
*Monday* Merry Mondays: Concert & Holiday Market; UCCC,  
1355 W 3100 S

December 14, 2019  
*Saturday* Breakfast with Santa, WVCFFC

December 16, 2019 <i>Monday</i>	Merry Mondays: Concert & Holiday Market; UCCC, 1355 W 3100 S
December 24, 2019 <i>Tuesday</i>	No City Council Meetings- Christmas Eve Holiday
December 25, 2019 <i>Wednesday</i>	City Offices Closed for Christmas
December 26, 2019 <i>Thursday</i>	City Offices Closed for Christmas Holiday
December 31, 2019 <i>Tuesday</i>	No City Council Meetings- 5 <sup>th</sup> Tuesday