The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, October 13, 2020, at 6:30 PM. This meeting will be held electronically. Members of the press and public are invited to view this meeting live on YouTube at https://www.youtube.com/user/WVCTV. To participate in the public comment period or scheduled public hearings, please visit www.wvc-ut.gov/PublicComment prior to 2:30 PM on October 13, 2020.

A G E N D A

1. Call to Order

2. Roll Call

3. Inside the Police Department Video Series

4. Special Recognitions

5. Approval of Minutes:

   A. October 6, 2020

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

- 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.

A. Public Comments

B. City Manager Comments

C. City Council Comments

7. Public Hearings:

A. Accept Public Input Regarding Application GP-2-2020, Filed by West Valley City, Requesting an Amendment to the West Valley City General Plan to Adopt the City's Active Transportation Plan

Action: Consider Ordinance 20-43, Adopt the West Valley City Active Transportation Plan as Part of the West Valley City General Plan

B. Accept Public Input Regarding Application ZT-6-2020, Filed by West Valley City, Requesting an Ordinance Change to Sections 7-1-103 and 7-6-301 to Define and Establish Regulations for Outdoor Waste Management Facilities

Action: Consider Ordinance 20-44, Amend Sections 7-1-103 and 7-6-301 of the West Valley City Municipal Code to Amend Certain Requirements Applicable to Outdoor Waste Management Facilities

8. Resolutions:

A. 20-156: Approve a Grant Agreement with the State of Utah Department of Heritage and Arts

B. 20-157: Authorize West Valley City to Enter into a Memorandum of Understanding with the Utah Attorney General's Office Internet Crimes Against Children Taskforce

C. 20-158: Authorize the City to Enter Into an Agreement with the Hamm Consulting

Group, LLC for Representation in Washington, DC

D. 20-159: Authorize the City to Enter Into an Agreement with DLS Consulting, Inc. for Professional Services for Legislative Issues and Projects

E. 20-160: Approve the Purchase of Audiovisual Equipment from Technology Providers, Inc. For Use at the Emergency Operations Center

F. 20-161: Award a Contract to Teca Aquatics Innovations, Inc. for Replastering of the Leisure Pool at the West Valley City Family Fitness Center

G. 20-162: Approve an Addendum to a Cooperative Agreement Between the City and the Utah Department of Transportation for the Construction of 2550 South

H. 20-163: Approve the Purchase of a Crack Sealer from Wheeler Machinery Company

9. Consent Agenda:

A. Reso. 20-164: Authorize the City to Enter into Two Right of Way Contracts and Accept Two Underground Easements from Salt Lake County

10. Motion for Closed Session (if necessary)

11. Adjourn

MINUTES OF COUNCIL REGULAR MEETING – OCTOBER 6, 2020
-1-

THE WEST VALLEY CITY COUNCIL MET IN REGULAR ELECTRONIC SESSION ON TUESDAY, OCTOBER 6, 2020, AT 6:30 P.M. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR BIGELOW.

THE MEETING WAS HELD ELECTRONICALLY.

THE FOLLOWING MEMBERS WERE PRESENT ELECTRONICALLY:

Ron Bigelow, Mayor
Lars Nordfelt, Councilmember At-Large
Don Christensen, Councilmember At-Large
Tom Huynh, Councilmember District 1
Karen Lang, Councilmember District 3
Jake Fitisemanu, Councilmember District 4

ABSENT:

Steve Buhler, Councilmember District 2

STAFF PRESENT ELECTRONICALLY:

Wayne T Pyle, City Manager
Nichole Camac, City Recorder

Paul Isaac, Assistant City Manager/ HR Director
Nicole Cottle, Assistant City Manager/General Counsel/ CED Director
Eric Bunderson, City Attorney
Jim Welch, Finance Director
Colleen Jacobs, Police Chief
John Evans, Fire Chief
Russell Willardson, Public Works Director
Layne Morris, CPD Director
Nancy Day, Parks and Recreation Director
Sam Johnson, Strategic Communications Director

INSIDE THE POLICE DEPARTMENT VIDEO SERIES
A video providing information about the Police Department was displayed.

APPROVAL OF MINUTES OF REGULAR MEETING HELD SEPTEMBER 22, 2020

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The Council considered the Minutes of the Regular Meeting held September 22, 2020. There were no changes, corrections or deletions.

Councilmember Fitisemanu moved to approve the Minutes of the Regular Meeting held September 22, 2020. Councilmember Christensen seconded the motion.

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

COMMENT PERIOD

A. **PUBLIC COMMENTS**

Jim Vesock stated that he has called on the noise ordinance regularly. He indicated that if it can be heard more than 50 feet from the source, it's a Class B Misdemeanor. He stated that the Police Department will respond to the issue. Mr. Vesock stated that he feels that staff speaks to Councilmembers disrespectfully. He expressed concern about money being spent from the rainy day budget.

Andrekus Rowe stated that he would like to be make a complaint about his treatment by the Police Department. He indicated that he was denied the opportunity to speak to the Chief of Police and noted that he would be speaking to the City Manager.

B. **CITY MANAGER COMMENTS**

Wayne Pyle, City Manager, had no comments.

C. **CITY COUNCIL COMMENTS**

Upon inquiry, members of the City Council had no comments.

PUBLIC HEARINGS

A. **ACCEPT PUBLIC INPUT REGARDING RE-OPENING THE FY 2020-2021 BUDGET**

Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled October 6, 2020, in order for the City Council to hear and consider public comments regarding re-opening the FY 2020-2021 Budget.

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

> State Statute Title 10, Chapter 6, Utah Code Annotated 1953, as amended, allows the City of West Valley to amend its budget during the year. The West Valley City holds public hearings on budget amendments on a quarterly basis each fiscal year.
>
> A Public Notice was posted September 17, 2020 in newspapers of general circulation to the general public. Notice was given that a public hearing is to be

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held October 6, 2020 at 6:30 p.m., West Valley City Hall, 3600 Constitution Blvd., West Valley City, Utah.

Mayor Bigelow opened the Public Hearing. There being no one to speak in favor or opposition, Mayor Bigelow closed the Public Hearing.

ACTION: ORDINANCE NO. 20-41, AMEND THE BUDGET OF WEST VALLEY CITY FOR THE FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021 TO REFLECT CHANGES IN THE BUDGET FROM INCREASED REVENUES AND AUTHORIZE THE DISBURSEMENT OF FUNDS

The City Council previously held a public hearing regarding proposed Ordinance 20-41 that would amend the Budget of West Valley City for the Fiscal Year beginning July 1, 2020 and ending June 30, 2021 to reflect changes in the budget from increased revenues and authorize the disbursement of funds.

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

Councilmember Christensen moved to approve Ordinance 20-41.

Councilmember Fitisemanu seconded the motion.

A roll call vote was taken:

Mr. Fitisemanu	Yes
Ms. Lang	Yes
Mr. Huynh	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

B. **ACCEPT PUBLIC INPUT REGARDING APPLICATION Z-7-2020, FILED BY HOTEL 5600, LLC, REQUESTING A ZONE CHANGE FROM RM (MULTIPLE UNIT DWELLING RESIDENTIAL) AND R-1-10 (SINGLE UNIT DWELLING RESIDENTIAL, MINIMUM LOT SIZE 10,000 SQUARE FEET) TO C-2 (GENERAL COMMERCIAL) AND FROM R-1-10 (SINGLE UNIT DWELLING RESIDENTIAL, MINIMUM LOT SIZE 10,000 SQUARE FEET) TO RM (MULTIPLE UNIT DWELLING RESIDENTIAL) FOR PROPERTY LOCATED AT 2880 SOUTH 5600 WEST**

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Mayor Bigelow informed a public hearing had been advertised for the Regular Council Meeting scheduled October 6, 2020, in order for the City Council to hear and consider public comments regarding Application Z-7-2020, filed by Hotel 5600, LLC, requesting a Zone Change from RM (Multiple Unit Dwelling Residential) and R-1-10 (Single Unit Dwelling Residential, Minimum Lot Size 10,000 Square Feet) to C-2 (General Commercial) and from R-1-10 (Single Unit Dwelling Residential, Minimum Lot Size 10,000 Square Feet) to RM (Multiple Unit Dwelling Residential) for property located at 2880 South 5600 West.

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

> The applicant's concept plan includes a 4-story, 95 room Marriott Fairfield Inn & Suites within the proposed C-2 zone. The applicant plans to sell the remaining property, which is mostly zoned RM currently, to David Weekly Homes, who plans to develop this portion of the property into 64, 2-story townhomes. The density of the townhome portion of the project is 11.8 units/acre. For parking, the townhome portion shows 4 stalls/unit (2-car garage plus 2 spaces in the driveway) plus 14 visitor spaces.
>
> The concept plan also includes a north/south running road that separates the hotel from the townhomes and connects Glen Eagles Drive. This road, which would be accessible to the public via a public access easement, was included by the applicant at the request of staff. The road will be maintained by the hotel property owner. By connecting Glen Eagles Drive, those traveling to uses along this street will be able to travel from 3100 South to 2400 South without having to access 5600 West which has high traffic volumes. The connection also allows uses along Glen Eagles Drive between Parkway Blvd. and 3100 South to access the traffic signals on 5600 West at both 3100 South and Parkway Blvd. Access to these signals provides patrons of businesses along 5600 West an alternative to making left turns onto 5600 West

Mayor Bigelow opened the Public Hearing.

Jim Vesock stated that housing is needed in West Valley City and he would encourage approval.

Mayor Bigelow closed the Public Hearing.

ACTION: ORDINANCE NO. 20-42, AMEND THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 2880

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SOUTH 5600 WEST FROM RM (MULTIPLE UNIT DWELLING RESIDENTIAL) AND R-1-10 (SINGLE UNIT DWELLING RESIDENTIAL, MINIMUM LOT SIZE 10,000 SQUARE FEET) TO C-2 (GENERAL COMMERCIAL) AND RM (MULTIPLE UNIT DWELLING RESIDENTIAL)

The City Council previously held a public hearing regarding proposed Ordinance 20-42 that would amend the Zoning Map to show a change of Zone for property located at 2880 South 5600 West from RM (Multiple Unit Dwelling Residential) and R-1-10 (Single Unit Dwelling Residential, Minimum Lot Size 10,000 Square Feet) to C-2 (General Commercial) and RM (Multiple Unit Dwelling Residential).

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

Councilmember Lang moved to approve Ordinance 20-42.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

Mr. Fitisemanu	Yes
Ms. Lang	Yes
Mr. Huynh	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

ACTION: RESOLUTION NO. 20-150, AUTHORIZE THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH HOTEL 5600, LLC FOR APPROXIMATELY 7.5 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 2880 SOUTH 5600 WEST

Mayor Bigelow discussed proposed Resolution 20-150 that would authorize the City to enter into a Development Agreement with Hotel 5600, LLC for approximately 7.5 Acres of property located at approximately 2880 South 5600 West.

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

Hotel 5600, LLC has submitted a zone change application (Z-7-2020) on

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7.5 acres to change the zoning from to RM (Multiple Unit Dwelling Residential) and R-1-10 (Single Unit Dwelling Residential, minimum lot size 10,000 sq. ft.) to C-2 (General Commercial) and from R-1-10 to RM. The Planning Commission recommended approval of the zone change subject to a development agreement.

The proposed development agreement addresses the following topics:

- Maximum number of units
- Minimum unit sizes
- Architecture
- Amenities
- Parking
- Fencing
- The connection of Glen Eagles Drive

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

Councilmember Christensen moved to approve Resolution 20-150.

Councilmember Lang seconded the motion.

A roll call vote was taken:

Mr. Fitisemanu	Yes
Ms. Lang	Yes
Mr. Huynh	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

RESOLUTION 20-151: APPROVE THE PURCHASE OF COMPUTER EQUIPMENT AND RELATED SERVICES FROM VALCOM

Mayor Bigelow discussed proposed Resolution 20-151 that would approve the purchase of computer equipment and related services from Valcom.

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

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During the COVID-19 Pandemic, it is necessary for City staff to use computers in remote locations to keep the City functioning.

Amount	Vendor	Description	Justification
$30,000	ValCom, SLC	(20) HP EliteBook 840 Laptops	Computers for the EOC employees working from home.
$26,000	ValCom, SLC	(20) HP EliteDesk 705 Desktop	Computers for EOC and employees working from home.
$2,500	ValCom, SLC	(3) Fortinet Phone Devices	Phones for Command Posts
$7,500	ValCom, SLC	(15) 27" Docking station/monitors	Docking stations for employees working from home.
$3,000	ValCom, SLC	(15) Planar 22" Touch Monitor	Monitors for employees working from home

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

Councilmember Huynh moved to approve Resolution 20-151.

Councilmember Lang seconded the motion.

A roll call vote was taken:

Mr. Fitisemanu	Yes
Ms. Lang	Yes
Mr. Huynh	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

RESOLUTION 20-152: AUTHORIZE THE PURCHASE OF COMMUNICATIONS

EQUIPMENT FROM MOTOROLA SOLUTIONS, INC.
Mayor Bigelow discussed proposed Resolution 20-152 that would authorize the purchase of communications equipment from Motorola Solutions, Inc.

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

> During the COVID-19 Pandemic, city staff has found it necessary to use backup communications beyond regular phones when networks and power fail. These radios function well in those situations and ensure continuity of service to our residents.

Amount	Vendor	Description	Justification
$45,000	Motorola Solutions	(15) Motorola Radios	Back up radio system for Exec Staff, EOC, and essential workers who might lose communication while working from home during pandemic
$6,250	Motorola Solutions	(50) Spare Batteries & Chargers	Additional spare battery power for staff radios
$4,500	Motorola Solutions	(20) Microphones & Earpieces	Staff radio accessories for working in EOC and field under adverse conditions

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

Councilmember Fitisemanu moved to Resolution 20-152.

Councilmember Lang seconded the motion.

A roll call vote was taken:

Mr. Fitisemanu	Yes
Ms. Lang	Yes
Mr. Huynh	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

RESOLUTION 20-153: AUTHORIZE THE PURCHASE OF SATELLITE COMMUNICATIONS EQUIPMENT FROM REMOTE SATELLITE SYSTEMS
Mayor Bigelow discussed proposed Resolution 20-153 that would authorize the purchase of Satellite Communications Equipment from Remote Satellite Systems.

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

> During the COVID-19 Pandemic, staff has found it necessary to use several backup communications beyond regular phone and internet service. Satellite services provide voice and data when other communications are not working.

Amount	Vendor	Description	Justification
$46,000	Remote Satellite Systems, Santa Rosa, CA	(6) Explorer 510 Satt Terminal (3) Explorer 710 Satt Terminal (1) MCD-4800 Satt Hotspot	Satellite Emergency Communications for essential workers who are working from home during pandemic/other emergency and may lose network capability
$15,000	Remote Satellite Systems, Santa Rosa, CA	Annual Satellite Service	Each new Satellite device requires an annual rate plan

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

> Councilmember Lang moved to Resolution 20-153.
>
> Councilmember Fitisemanu seconded the motion.
>
> A roll call vote was taken:

Mr. Fitisemanu	Yes
Ms. Lang	Yes
Mr. Huynh	Yes

Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

CONSIDER APPLICATION SMI-7-2020, FILED BY FELIX CORREA, REQUESTING FINAL PLAT APPROVAL FOR THE DON FELIX CORREA ESTATES SUBDIVISION LOCATED AT 6090 WEST 3500 SOUTH

Mayor Bigelow discussed application SMI-7-2020, filed by Felix Correa, requesting Final Plat Approval for the Don Felix Correa Estates Subdivision located at 6090 West 3500 South

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

> Mr. Felix Correa, is requesting final subdivision approval for the Don Felix Correa Estates Subdivision. The proposed subdivision is bordered on the north and east by the Meadow Breeze Subdivision, the west by property zoned R-1-8 and the south by 3500 South.
>
> The proposed subdivision will consist of 3 lots on 1 acre of property. Although zoned R-1-8, the minimum lot size is 10,460 square feet with the largest lot being 12,850 square feet. All provisions of the R-1-8 zone, including those for flag lot development have been satisfied.
>
> Access to the subdivision will be gained from 3500 South. Curb, gutter and sidewalk are existing. The developer will need to coordinate the relocation of an existing drive approach and any replacement of existing or damaged improvements with UDOT. While the developer will be dedicating additional right-of-way to UDOT, the location of the existing improvements will remain. All lots will gain access from a private street system.
>
> The developer has provided a soils report. The report indicated that ground water was not encountered to a depth of 9 feet. This depth will allow full basements to be constructed as part of new single family homes. All homes in the subdivision will comply with current single family housing standards.

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

> Councilmember Lang moved to approve application SMI-7-2020.

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Councilmember Christensen seconded the motion.

A roll call vote was taken:

Mr. Fitisemanu	Yes
Ms. Lang	Yes
Mr. Huynh	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

CONSIDER APPLICATION SMI-8-2020, FILED BY STEVE LOVELL, REQUESTING FINAL PLAT APPROVAL FOR THE HOTEL 5600 SUBDIVISION LOCATED AT 2880 SOUTH 5600 WEST

Mayor Bigelow discussed application SMI-8-2020, filed by Steve Lovell, requesting Final Plat Approval for the Hotel 5600 Subdivision Located at 2880 South 5600 West

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

> Steve Lovell, representing the property owner, is requesting final plat approval for the Hotel 5600 Subdivision. Property to the north is zoned C-2 and RM with a commercial center and Balmoral Townhomes respectively. Property to the south is zoned C-2 and RM and contains a mix of commercial uses and storage units. The Mountain View Corridor is located to the west.
>
> The purpose of the subdivision will be to divide the 7.5 acre property into 2 lots. Lot 1 is located along 5600 West and will be used for a future hotel. Lot 2 is located to the west and will be the site for a future town home development.
>
> Access to the subdivision will be gained from Glen Eagles Drive from the North and the South. At the present time, an existing stub street is located to the north adjacent to the Balmoral Townhomes. A half width of Glen Eagles Drive was dedicated and constructed as part of the Colt Plaza Phase III Subdivision to the south.
>
> The developer will be dedicating the north portion of this right-of-way and will be installing standard improvements. The north/south street, essentially dividing the two lots, will be a public access easement. As mentioned in the zoning application,

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the City believes this connection is important to move traffic north/south and to provide relief to the volumes of traffic using 5600 West as noted in the zoning application.

To conclude, the purpose for the subdivision is to simply divide the commercial property from the residential portion. Applications regarding the hotel site and town home site will be reviewed at a later date. The town home development will actually have an additional subdivision review process wherein access, site design, drainage and other elements will be reviewed.

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

Councilmember Fitisemanu moved to approve application SMI-8-2020.

Councilmember Lang seconded the motion.

A roll call vote was taken:

Mr. Fitisemanu	Yes
Ms. Lang	Yes
Mr. Huynh	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

CONSENT AGENDA SCHEDULED

A. **RESOLUTION 20-154: AUTHORIZE THE CITY TO ACCEPT A WARRANTY DEED FROM KELEZ COTTONWOOD HEIGHTS, LLC**

Mayor Bigelow discussed proposed Resolution 20-154 that would authorize the City to accept a Warranty Deed from Kelez Cottonwood Heights, LLC.

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

> The Kelez Cottonwood Heights, LLC parcel located at 6644 W. SR-201North Frontage Road (14-22-200-031) is the site of RWK 201 project. As a condition of approval for the project additional right-of-way and improvements were required along the north side of the SR-201 North Frontage Road (southerly portion of subject property).

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B. **RESOLUTION 20-155: AUTHORIZE THE CITY TO ENTER INTO A RIGHT OF WAY PURCHASE AGREEMENT AND ACCEPT A QUITCLAIM DEED AND TEMPORARY CONSTRUCTION EASEMENT WITH AND FROM RU POOL 2, LLC FOR PROPERTY LOCATED AT 2784 WEST 3835 SOUTH**

Mayor Bigelow discussed proposed Resolution 20-155 that would authorize the City to enter into a Right of Way Purchase Agreement and accept a Quitclaim Deed and Temporary Construction Easement with and from RU Pool 2, LLC for property located at 2784 West 3835 South.

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

> The RU Pool 2 LLC property is one of several properties affected by the required removal and replacement of pedestrian ramps to meet current ADA standards as part of the 2020 Asphalt Overlay Project. As part of this project several City streets will be overlaid full width. Any existing ADA ramps which do not comply with the current standards and regulations must be removed and replaced.
>
> The Quit Claim Deed and the Grant of Temporary Construction Easement will facilitate construction of the project. Compensation in the amount of $400.00 was negotiated based upon the appraisal reports prepared for neighboring properties by Integra Realty Resources.

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

Councilmember Nordfelt moved to approve items on the Consent Agenda

Councilmember Lang seconded the motion.

A roll call vote was taken:

Mr. Fitisemanu	Yes
Ms. Lang	Yes
Mr. Huynh	Yes
Mr. Christensen	Yes
Mr. Nordfelt	Yes
Mayor Bigelow	Yes

Unanimous.

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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 REGULAR MEETING OF TUESDAY, OCTOBER 6, 2020 WAS ADJOURNED AT 6:59 P.M. BY MAYOR BIGELOW.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the West Valley City Council held Tuesday, October 6, 2020.

_____
Nichole Camac, CMC
City Recorder

DRAFT

Item: _____
Fiscal Impact: N/A
Funding Source: N/A
Account #: N/A
Budget Opening Required: ☐

ISSUE:
An amendment to the West Valley City General Plan to adopt the City's Active Transportation Plan

BACKGROUND:
One of the goals set forth in the West Valley City General Plan is to develop a safe and effective network of trails, bike paths and walking routes in West Valley City. To accomplish this, West Valley City applied for a Transportation and Land Use Connection Grant (TLC) through the Wasatch Front Regional Council (WFRC). West Valley City was awarded $75,000 with a City match of $25,000. The City then partnered with a consulting team from Fehr & Peers to develop the following plan.

SYNOPSIS:
The Active Transportation Plan (ATP) will serve as a guide for the implementation of an improved bicycle and pedestrian network throughout the City. The goal of this project was to improve the existing infrastructure and facilitate how to strategically add new infrastructure as time and budget allows. As it currently stands, the City has a basic bicycle and pedestrian network in place, but lacks connectivity combined with a high level of access and ease of use.

The TLC program is a partnership between WFRC, Salt Lake County (SLCo), Utah Department of Transportation (UDOT) and Utah Transit Authority (UTA). Staff members from these organizations, along with City staff, were the foundation of a steering committee that was established to accomplish this goal and create the process involved in creating this plan.

The steering committee established three legacy goals for the plan which were the guiding principles throughout the process:

- Enhance the safety of active transportation users
- Foster increased active transportation usage throughout the City for all user groups
- Increase total lane miles of bike lanes and sidewalks.

The next phase was data collection. This included reviewing the following:

- Existing plans, policies and programs for West Valley City along with the WFRC Regional Transportation Plan and the SLCo Active Transportation Implementation Plan.
- The presence of existing infrastructure and use, transit routes and important destinations like schools and parks along with usage of those facilities.
- Smartphone data on cycling and walking activity from Strava
- A three-year history of collisions within West Valley City, including all modes but focusing on bicycle and pedestrian collisions (especially those resulting in fatalities or serious injuries)

- Public outreach which included three pop-up events (at Dia De Los Muertos, at the WVC Family Recreation Center, and at the Gearld Wright School Literacy Month Event), and a period of online engagement. The map of potential projects went out through six different newsletters and list serves and received over 100 comments.

This information was then all compiled together and evaluated based on the steering committee's guiding principles. It was then classified into three different project tiers to determine the recommended improvements and projects for the ATP. Design guidelines were also included to help establish standards for the various types of recommended facilities as well as a robust implementation and funding source plan.

As outlined above staff recommends that the attached ATP be adopted as part of the West Valley City General Plan to help guide our efforts and prioritize improvements as funding sources become available and projects are implemented.

RECOMMENDATION:
The Planning Commission recommends approval to the City Council.

SUBMITTED BY:
Jody Knapp, AICP
Zoning Administrator

WEST VALLEY CITY, UTAH

ORDINANCE NO. _____

Draft Date: _____

Date Adopted: _____

Effective Date: _____

AN ORDINANCE ADOPTING THE WEST VALLEY CITY ACTIVE TRANSPORTATION PLAN AS PART OF THE WEST VALLEY CITY GENERAL PLAN.

WHEREAS, the West Valley City Planning Commission has reviewed and made a recommendation to the City Council to adopt the West Valley City Active Transportation Plan as part of the City's General Plan; and

WHEREAS, State Law requires general plans to address topics outlined in the proposed West Valley City Active Transportation Plan; and

WHEREAS, the staff has conducted a thorough analysis and the City Council of West Valley City finds that such Plan should be adopted;

NOW, THEREFORE, BE IT ORDAINED by the City Council of West Valley City, Utah that the City's General Plan shall be amended as follows:

SECTION 1. GENERAL PLAN AMENDMENT

The attached West Valley City Active Transportation Plan should be adopted as part of the General Plan.

SECTION 2. GENERAL PLAN MAP AMENDMENT

This amendment does not require a General Plan Map amendment.

SECTION 3. EFFECTIVE DATE.

This ordinance shall take effect immediately upon posting, as required by law.

PASSED, APPROVED AND MADE EFFECTIVE this _____ day of _____, 2020.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

GP-2-2020
West Valley City
Active Transportation Plan

One of the goals set forth in the West Valley City General Plan is to develop a safe and effective network of trails, bike paths and walking routes in West Valley City. To accomplish this, West Valley City applied for a Transportation and Land Use Connection Grant (TLC) through the Wasatch Front Regional Council (WFRC). West Valley City was awarded $75,000 with a City match of $25,000. The City then partnered with a consulting team from Fehr & Peers to develop the following plan.

The Active Transportation Plan (ATP) will serve as a guide for the implementation of an improved bicycle and pedestrian network throughout the City. The goal of this project was to improve the existing infrastructure and facilitate how to strategically add new infrastructure as time and budget allows. As it currently stands, the City has a basic bicycle and pedestrian network in place, but lacks connectivity combined with a high level of access and ease of use.

To accomplish this goal and create the process involved in creating this plan, a steering committee was established. The TLC program is a partnership between WFRC, Salt Lake County (SLCo), Utah Department of Transportation (UDOT) and Utah Transit Authority (UTA) so staff members from these organizations along with the City were the foundation of the committee.

The steering committee then established the following three legacy goals for the plan which were the guiding principles throughout the process:

- Enhance the safety of active transportation users
- Foster increased active transportation usage throughout the City for all user groups
- Increase total lane miles of bike lanes and sidewalks.

The next phase was data collection. This included reviewing the following:

- Existing plans, policies and programs for West Valley City along with the WFRC Regional Transportation Plan and the SLCo Active Transportation Implementation Plan.
- The presence of existing infrastructure and use, transit routes and important destinations like schools and parks along with usage of those facilities.
- Smartphone data on cycling and walking activity from Strava
- A three-year history of collisions within West Valley City, including all modes but focusing on bicycle and pedestrian collisions (especially those resulting in fatalities or serious injuries)
- Public outreach which included three pop-up events (at Dia De Los Muertos, at the WVC Family Recreation Center, and at the Gearld Wright School Literacy Month Event), and a period of online engagement. The map of potential projects went out through six different newsletters and list serves and received over 100 comments.

This information was then all compiled together and evaluated based on the steering committee's guiding principles. It was then classified in to three different project tiers to determine the

recommended improvements and projects for the ATP. Design guidelines were also included to help establish standards for the various types of recommended facilities as well as a robust implementation and funding source plan.

As outlined above staff recommends that the attached ATP be adopted as part of the West Valley City General Plan to help guide our efforts and prioritize improvements as funding sources become available and projects are implemented.

Staff Alternatives:

Approval, subject to the resolution of any concerns raised at the public hearing.

Continuance, to allow for the resolutions of any issues raised at the public hearing.

Discussion: Jody Knapp presented this application. Commissioner Winters stated that Commissioner McEwen had some excellent points; one is overlay points within the walking and biking routes. Commissioner Woodruff feels that this plan appears to be balanced. The ACT plan looks at the pedestrian, transit, and bike routes. He pointed out that the plan can be tweaked if needed. Commissioner Woodruff has spent many years biking and feels that completion of the bike routes will increase its use. Commissioner Winters agreed with Commissioner Woodruff. Commissioner Lovato stated this plan is a great place to start.

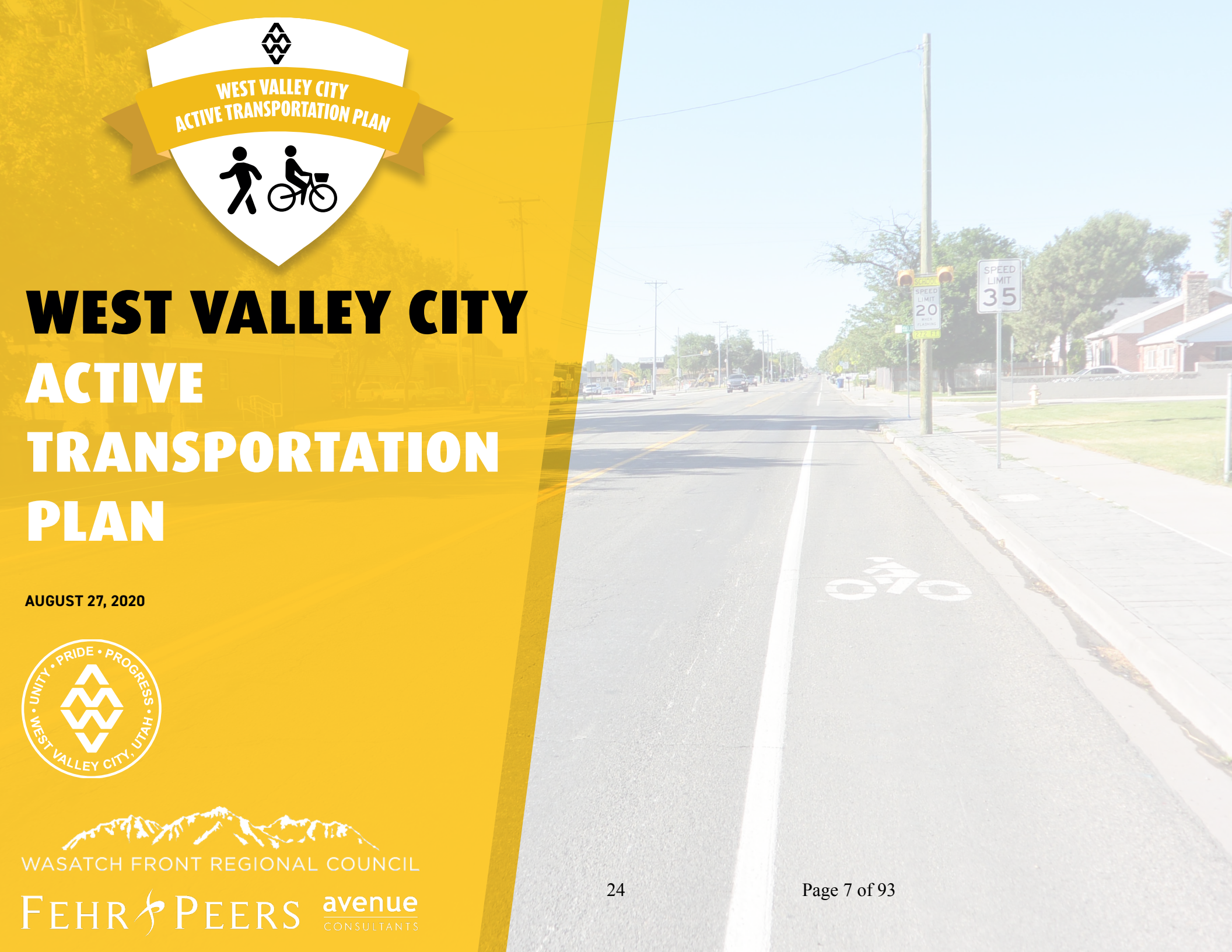
Motion: Commissioner Woodruff motioned to approve GP-2-2020, subject to the resolution of any concerns raised at the public hearing.

Commissioner Winters seconded the motion.

Vote:

Commissioner Fuller	Yes
Commissioner Lovato	Yes
Chair Meaders	Yes
Commissioner Woodruff	Yes
Commissioner Wood	Yes
Commissioner Winters	Yes

Unanimous– GP-2-2020– Approved



WEST VALLEY CITY ACTIVE TRANSPORTATION PLAN

AUGUST 27, 2020

UNITY • PRIDE • PROGRESS • WEST VALLEY CITY, UTAH

WASATCH FRONT REGIONAL COUNCIL

FEHR & PEERS avenue CONSULTANTS

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ACKNOWLEDGMENTS

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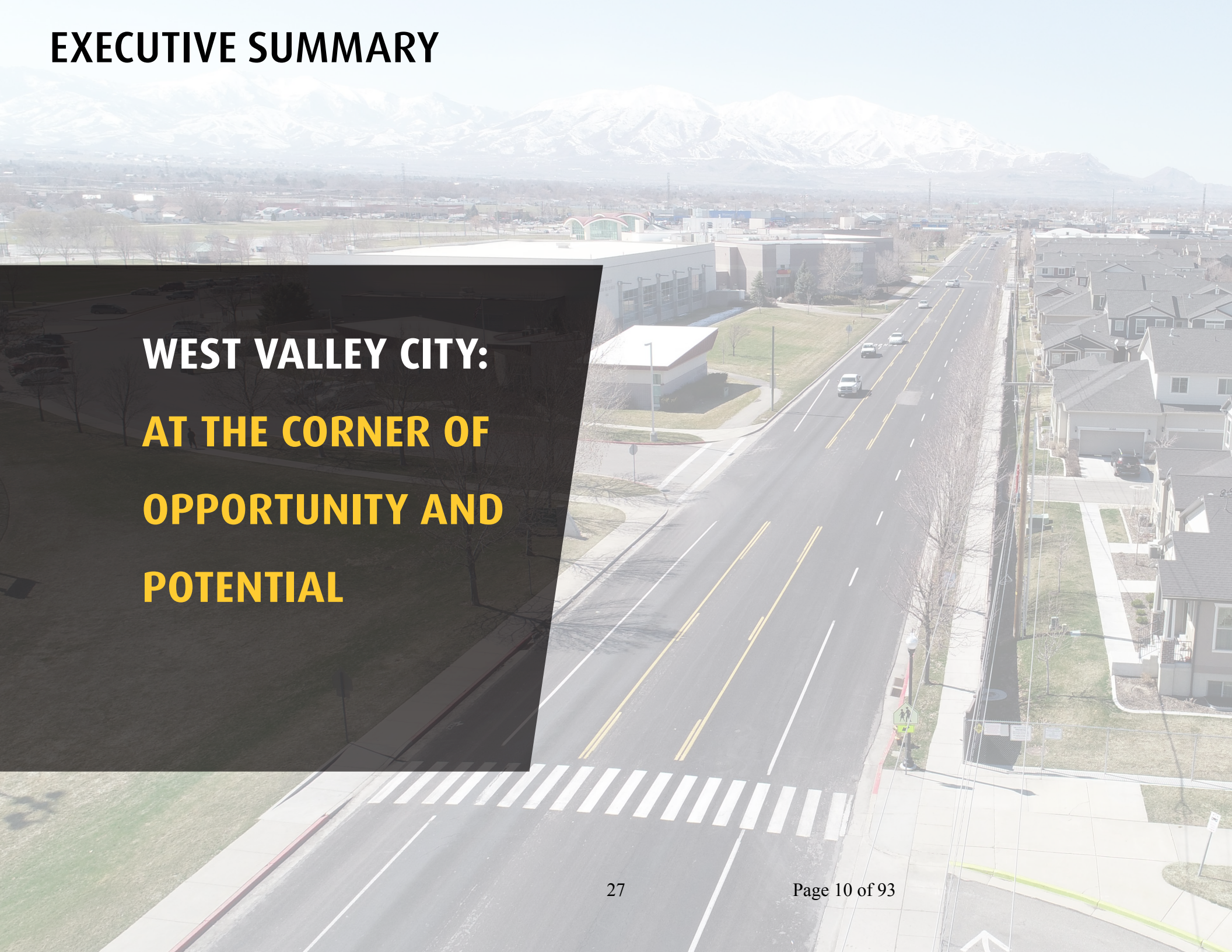
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LIST OF ACRONYMS

- **AASHTO:** American Association of State Highway & Transportation Officials
- **ACS:** American Communities Survey
- **ADA:** Americans with Disabilities Act
- **ADAAG:** Americans with Disabilities Act Accessibility Guidelines
- **AT-FIT:** UDOT Active Transportation Facility Implementation Tool
- **CDC:** Centers for Disease Control & Prevention
- **GIS:** Geographic Information System
- **FHWA:** Federal Highway Administration
- **LAB:** League of American Bicyclists
- **LPI:** Leading Pedestrian Interval
- **LTS:** Level of Traffic Stress
- **MUTCD:** UDOT Manual on Uniform Traffic Control Devices
- **NACTO:** National Association of City Transportation Officials
- **NPO:** Non-Profit Organization
- **PROWAG:** Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way
- **RTP:** Regional Transportation Plan
- **SLC:** Salt Lake City, Utah
- **SLCBAC:** Salt Lake County Bicycle Advisory Committee
- **SNAP:** UDOT Student Neighborhood Access Program
- **SRTS:** Safe Routes to School
- **TOD:** Transit Oriented Development
- **UCATS:** Utah Collaborative Active Transportation Study
- **UDOT:** Utah Department of Transportation
- **USACE:** United States Army Corps of Engineers
- **UTA:** Utah Transit Authority
- **WFRC:** Wasatch Front Regional Council
- **WVC:** West Valley City



WEST VALLEY CITY:
AT THE CORNER OF OPPORTUNITY AND POTENTIAL



West Valley City will expand upon its existing network of bike lanes, multi-use trails and sidewalks and promote a convenient, accessible, well-maintained, and integrated active transportation system that provides residents with appealing options for transportation and recreation. This system will help balance the city's multi-modal transportation network by comfortably accommodating users of all abilities and link neighborhoods, TRAX stations, parks, schools, commercial centers, and adjacent communities while improving collective health and air quality.

With an emphasis on implementation and design, this plan will lay the foundation for West Valley City to move forward with construction of the active transportation amenities and will set a vision for integrating biking and walking facilities into the fabric of the transportation system.

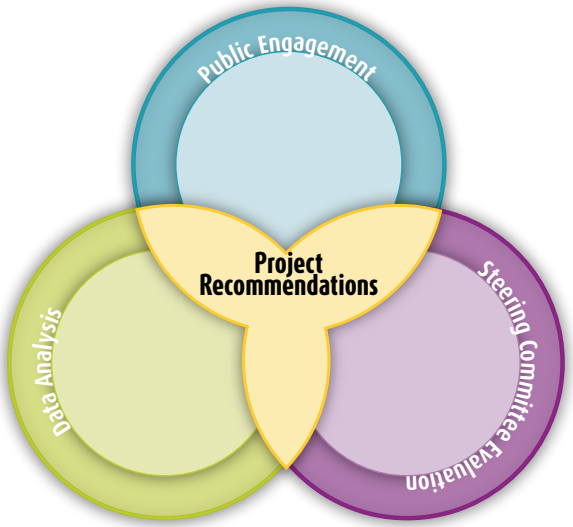
EXECUTIVE SUMMARY

West Valley City is in an exciting position to expand on its existing network of bike lanes, multi-use paths and sidewalks and promote a convenient, accessible, well-maintained, and integrated active transportation system that provides residents with appealing options for transportation and recreation. This system will help balance the city's multi-modal transportation network by comfortably accommodating users of all abilities and link neighborhoods, TRAX stations, parks, schools, commercial centers, and adjacent communities while improving collective health and air quality.

The first phase of the planning process involved a thorough investigation of existing plans to ensure the project team understood the community context, planned activation centers throughout the City, and proposed active transportation facilities. Additionally, at the onset of the project, the steering committee agreed on three legacy goals to be guiding principles throughout the planning process. The goals are to:

- **Enhance the safety of active transportation users**
- **Foster increased active transportation usage throughout the City for all user groups**
- **Increase the total lane miles of bike lanes & sidewalks**

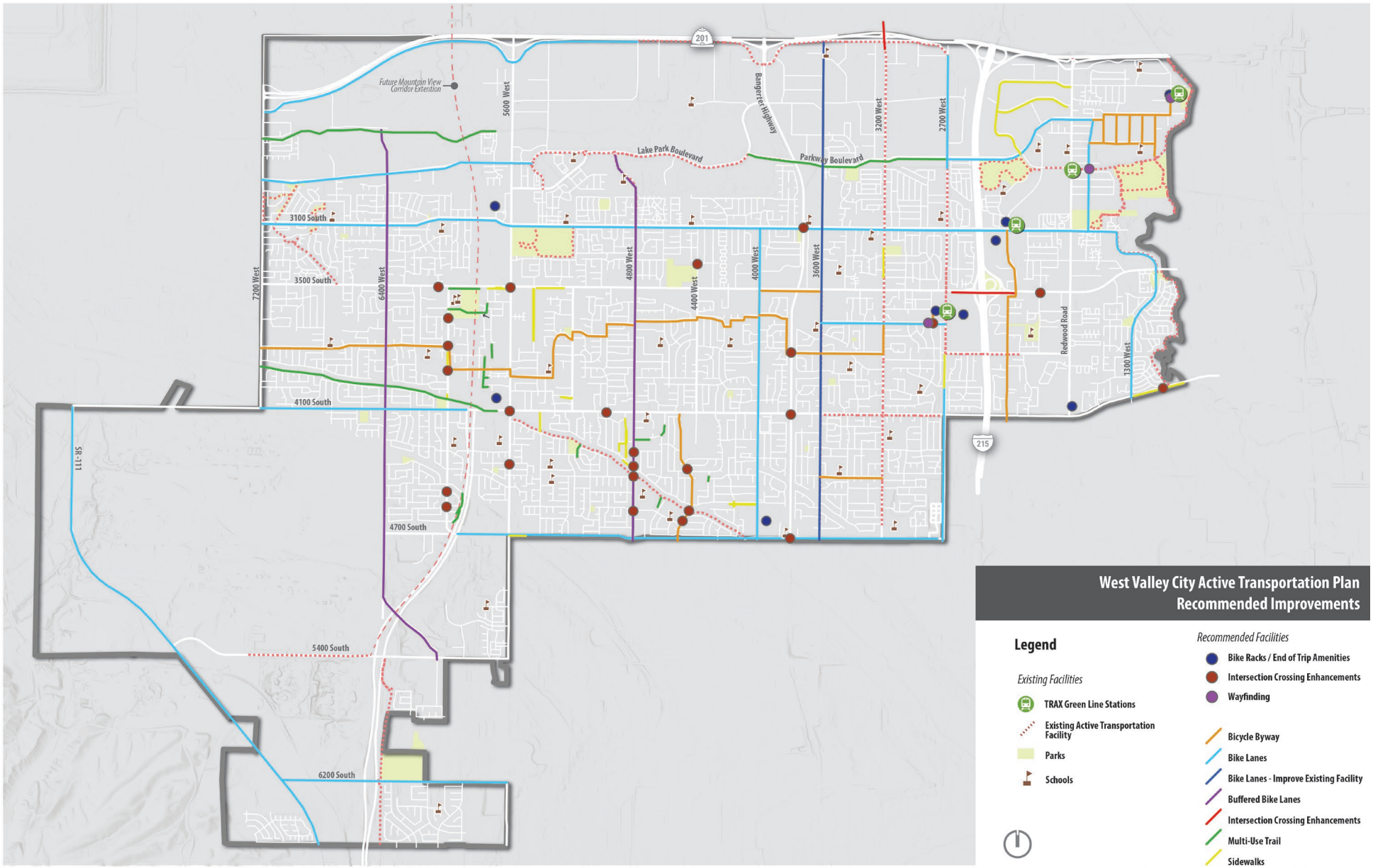
Next, the project team and steering committee developed a **three-pronged approach to evaluate the needs in West Valley City** and determine a comprehensive active transportation project list. The approach relied on robust public engagement, rigorous data analysis, and steering committee evaluation to determine the most appropriate, feasible, and visionary projects, suiting the needs of West Valley City residents now and into the future.



The evaluation phase resulted in a **detailed list of active transportation projects grouped into three "tiers" (1 – 3)** according to their significance, potential to realize the plan goals, and feasibility. The **Tier 1 projects were advanced into conceptual design**, resulting in plan sheets, planning level costs, and project "featurettes" (a project highlights document) for use in future funding pursuits. The conceptual designs and featurettes were designed to stand on their own and catalyze construction of this plan's recommended projects.

With an emphasis on **implementation**, this plan also laid out **best practices in design guidance**, and an up-to-date matrix of appropriate funding sources to utilize when constructing projects.

This plan lays the foundation for West Valley City to move forward with building an active transportation network that strike a balance between ambitious "stretch goals" and easy to achieve "quick wins". It also highlights the opportunities for partnerships with UDOT, the County and UTA. Working together the City can achieve a vision for integrating biking and walking facilities into the fabric of the transportation system.

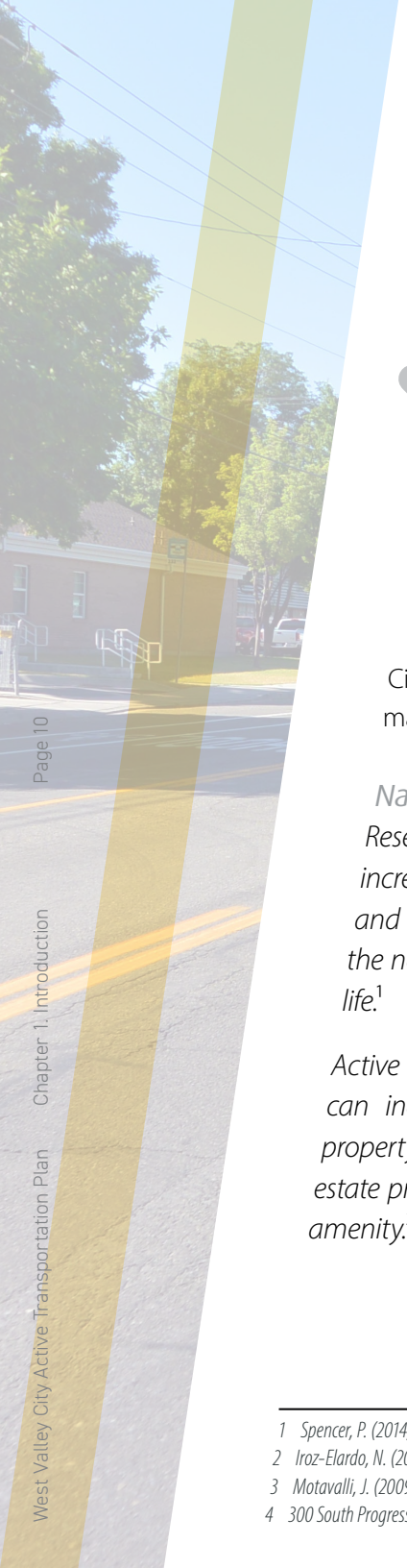

West Valley City Active Transportation Plan
Recommended Improvements
Legend
Existing Facilities
TRAX Green Line Stations
Existing Active Transportation Facility
Parks
Schools
Recommended Facilities
Bike Racks / End of Trip Amenities
Intersection Crossing Enhancements
Wayfinding
Bicycle Byway
Bike Lanes
Bike Lanes - Improve Existing Facility
Buffered Bike Lanes
Intersection Crossing Enhancements
Multi-Use Trail
Sidewalks
Future Mountain View Corridor Extention
5600 West
Bangerter Highway
3200 West
2700 West
Lake Park Boulevard
Parkway Boulevard
3100 South
3500 South
7200 West
6400 West
4800 West
4400 West
4000 West
3600 West
Redwood Road
1300 West
4100 South
SR-111
4700 South
5400 South
6200 South
201
215
I-80

WHY DOES ACTIVE TRANSPORTATION MATTER AND HOW CAN IT MAKE A DIFFERENCE IN WEST VALLEY CITY?

Active transportation is defined as "any self-propelled, human-powered mode of transportation, such as walking or bicycling" (CDC). In addition to providing a low-cost and accessible form of transportation, walking and biking offer many additional benefits to communities that choose to plan and invest in developing comprehensive and connected active transportation systems.







MAKING THE CASE FOR ACTIVE TRANSPORTATION IN WEST VALLEY CITY

QUALITY OF LIFE

Local Context

Having access to multi-use trails, park and soft-surface trails is becoming more desirable throughout Utah. Adding more trails and pathways throughout West Valley City will create a better quality of life for residents, and may increase adjacent property values.

National Research

Research in sustainable transportation systems has increasingly recognized the quality of life dimensions and impacts of distinctive forms of mobility, particularly the negative impacts of automobile usage on quality of life.[1]

Active transportation facilities serve as an amenity that can increase the desirability and the price of nearby property. There is evidence in the literature of such real estate premiums. Most residents perceive trails as a positive amenity.[2]

ECONOMICS

Local Context

Cycling and walking as a means of commuting not only minimize the need to own and operate a costly vehicle, they also have been shown to charge economic development in the area. A study in Salt Lake City demonstrated that businesses along 300 South experienced an 8.79% increase in sales after the construction of fully separated bike lanes, compared to a 7% increase that the rest of the city experienced at the same time.

National and Regional Research

The average U.S. household spends over $12,000 a year on car ownership (U.S. Department of Labor, 2011), while a bicycle costs an estimated $390 per year, or $975 for a "typical" 2.5-person household.[3]

Businesses on 300 South are doing better, as a whole, than they were doing pre-project (installation of separated bike lanes). Based on actual data reported to the Utah State Tax Commission by businesses along the protected bike lane, sales tax gross receipts on 300 South increased by 8.79% from pre-project to post-project, based on the first six months of 2013 compared to 2015.[4]

1 *Spencer, P. (2014, January 15). Bicycles, Transportation Sustainability, and Quality of Life.*
2 *Iroz-Elardo, N. (2017, June 21). Economic Impacts of Active Transportation*
3 *Motavalli, J. (2009, March 18). The Costs of Owning a Car.*
4 *300 South Progress Report https://drive.google.com/file/d/0B8tOk7_upXv5djhCajg1Z0l3bmhTVTlxWldwRzA0YjJWNW9R/view*

HEALTH

Local Context

While Utah consistently has some of the lowest overall rates of obesity compared to the rest of the country, the state still has about half of adults not reaching the recommended 30 minutes of physical activity per day.[5] Cycling and walking either as a means of transportation or recreation are ways for West Valley City residents to meet the physical activity recommendations.

National Research

Active transport contributes to reductions in the prevalence of ischaemic heart disease, cerebrovascular disease, depression, dementia, and diabetes.[6]

SAFETY

Local Context

Safety also has a strong relationship with bicycling and walking levels. In cities where a higher percent of commuters walk or bicycle to work, corresponding fatality rates are generally lower. This is likely due to motorists being more accustomed to sharing the road with bicyclists and more aware of pedestrians at crossings. This phenomenon is often referred to as "safety in numbers".

National Research

Cities in the United States that grew both their bicycle network and number of bicycle trips had decreased rates of crashes, fatalities, and serious injuries per trip, where data were available.[7]

AIR QUALITY

Local Context

Due to the geography of the Wasatch Front region the area is prone to inversions which trap point-source and mobile-source emissions (PM2.5) in the airshed, polluting the air we breathe. Cars and trucks are the largest emissions contributor. Limiting the number of vehicle trips, or increasing the number of walking and biking trips may result in cleaner air.

National Research

Mobile sources—cars and trucks—are the main source of air pollution today, causing 55% of pollution emissions.[8]



5 *Public Health Indicator Based Information System. https://ibis.health.utah.gov/ibisph-view/indicator/complete_profile/PhysAct.html*

6 *Woodcock, J., Edwards, P., Tonne, C., Armstrong, B. G., Ashiru, O., Banister, D., . . . Cohen, A. (2009). Public Health Benefits of Strategies to Reduce Greenhouse-Gas Emissions: Urban Land Transport.*

7 *Ralph Buehler and John Pucher. (December 2016, Vol 106, No. 12). Safer Cycling Through Improved Infrastructure.*

8 *Envison Utah, Your Future https://yourutahyourfuture.org/*

2. EXISTING CONDITIONS

WHAT IS HAPPENING NOW?





2.1 OVERVIEW

WEST VALLEY CITY IS RIPE FOR ACTIVE TRANSPORTATION INVESTMENT.

According to the 2017 ACS Survey 5 – Year estimates, displayed in Figure 1, West Valley City has lower walking and biking to work rate compared to other cities with comparable numbers of workers 16 years old and over.

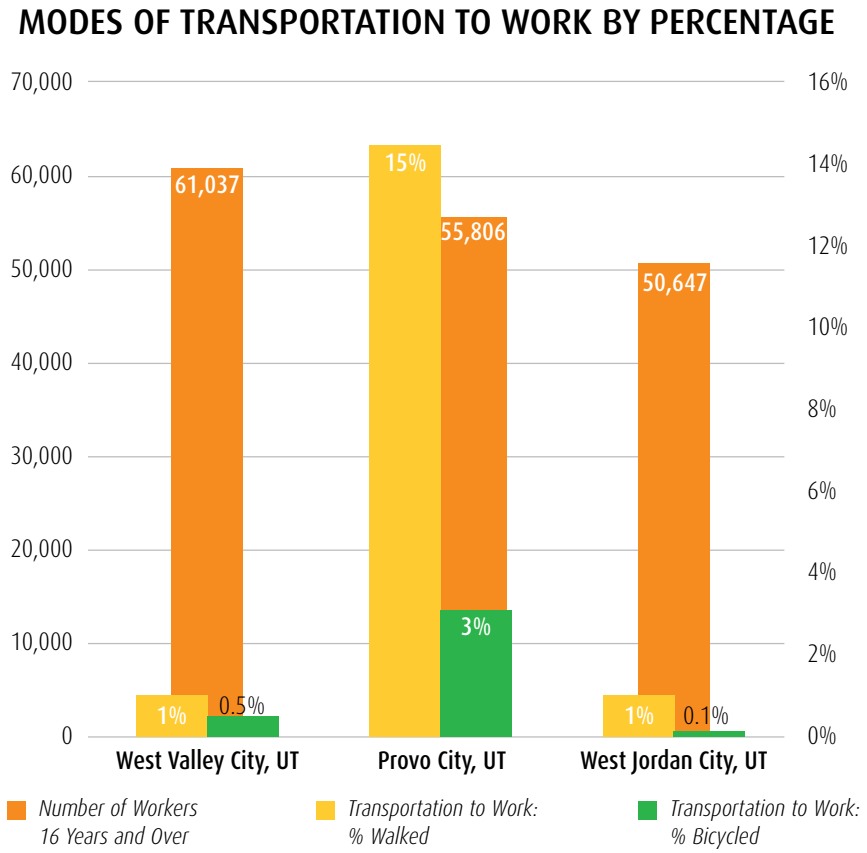


Figure 1. Source: 2017 American Community Survey, U.S. Census Bureau, Fehr & Peers

However, there are many reasons to invest in active transportation infrastructure and programs throughout West Valley City beyond the potential increase the City may experience in the percentages of walking and bicycling trips to work. West Valley City has important assets that could directly benefit from additional active transportation infrastructure and programs, including:

- Tightly knit neighborhood areas off main arterials with low volume, low speed streets;
- Four UTA Green Line TRAX stations within the City;
- An expanding downtown core with the Valley Fair Mall and the Fairbourne Station development nearing completion;
- The Jordan River Parkway Trail which provides access to additional cities to the north and the south;
- A strong industrial and manufacturing business sector attracting workers, including several recreation-focused commercial business headquarters or warehouses such as Backcountry.com, and Petzl; and
- A strong desire from residents for more multi-use paths (see West Valley City General Plan Update section).

By focusing on improving physical bicycling and walking conditions while simultaneously educating and encouraging residents to utilize active transportation, West Valley City has the potential to enhance the overall biking and walking experience while potentially reducing the need for single occupancy vehicle trips. The West Valley City Active Transportation Plan establishes a strategic road map for realizing this potential.

THE OVERARCHING PLAN GOALS ARE:



Enhance the safety of active transportation users.



Foster increased active transportation usage throughout the city for all user groups.



Increase the total lane miles of bike lanes and sidewalks.

2.2 LOCATION & DEMOGRAPHICS

West Valley City is located on the western side of Salt Lake County and is roughly 35.5 square miles. It is surrounded by Salt Lake City to the north, South Salt Lake to the east, Taylorsville City and Kearns Township to the south and Magna Township to the west. West Valley City is the second largest city in Utah by population (behind Salt Lake City). According to the U.S. Census Bureau, in 2017 the population of West Valley City was 136,170. The breakdown of this population by race/ethnicity reveals that West Valley City is the only city in the State of Utah with Hispanic, Asian, Black, Pacific Islander, American Indian and two or more races accounting for 51.44% of the population and Whites accounting for 48.56%. of the population. Figure 2 demonstrates the breakdown of races/ethnicities by percentages.

As will be discussed in subsequent sections of this study, the public outreach component of the planning process was tailored to the demographic make-up of West Valley City.

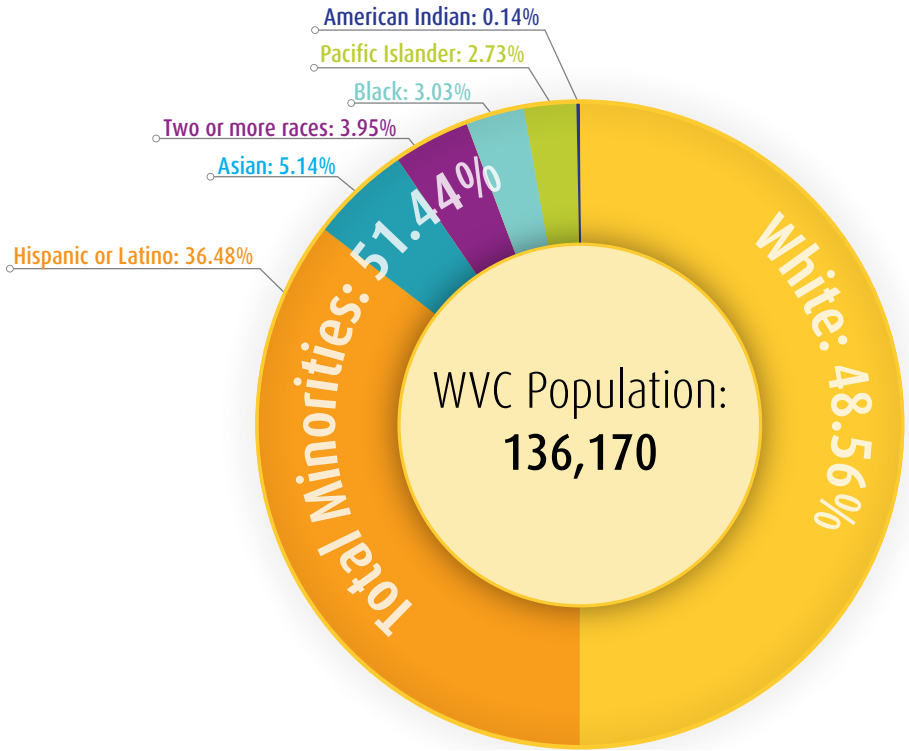


Figure 2. Source: 2017 American Community Survey, U.S. Census Bureau

2.3 EXISTING PLANS, POLICIES, AND PROGRAMS

At the onset of the West Valley City Active Transportation Plan the project team evaluated existing plans, codes and policies to establish a baseline of understanding on which to build the plan.

2.3.1 PLANS

West Valley City General Plan

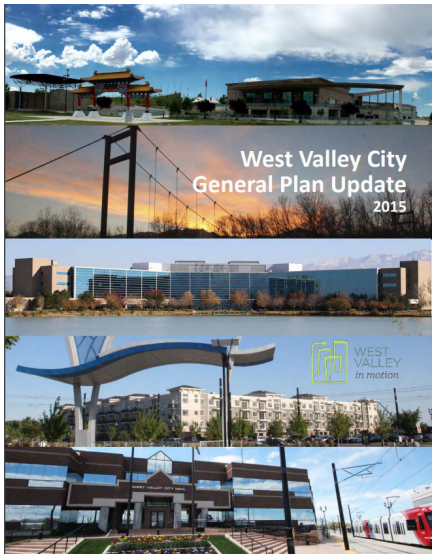


Figure 3. Cover Page of the West Valley City General Plan Update. Source: West Valley City website

West Valley City updated their General Plan in 2015. As part of that effort staff identified specific goals for non-motorized transportation throughout the City:

Goal: Develop a safe and effective network of trails, bike paths, and walking routes in West Valley City.

Action: Develop a comprehensive non-motorized transportation plan emphasizing school, recreation, and transit access.

Action: Work with UDOT to ensure that accommodating paths are created across the Mountain View Corridor in a way that prevents the corridor from becoming a significant barrier to non-motorized traffic.

Action: Implement the Bike Plan, prioritizing Class 2 facilities on key City streets, utilizing existing rights-of-way to the extent possible.

Action: Explore ways to create a continuous east-west bike path to serve 4100 South, perhaps by connecting through residential streets in neighborhoods either north or south of 4100 South.

Action: Work with UDOT to secure funding for a bicycle and pedestrian overpass over the Bangerter Highway to serve this 4100 South route.

Action: Install sidewalks where needed based on prioritization, funding availability, and development opportunity.

Additionally, the General Plan Update specified the existing support for multi-use trails throughout the City:

> *Salt Lake County sponsored a County Parks and Recreation Needs Assessment Survey… Responses from the West Planning District of the survey found that open unprogrammed lawn areas, traditional children's playgrounds, and group pavilions/picnic areas in parks are important to households.* ***Trails for walking, running and biking received a 96% priority level.*** *Learn-to-swim programs, senior fitness, and farmers markets were also high priorities.*

Fairbourne Station Plan



Figure 4. Land-Use Recommendations from the Fairbourne Station Plan. Source: Fairbourne Station Vision

In 2012 West Valley City adopted the Fairbourne Station Vision document which established a vision for the commercial node of 3500 South and Constitution Boulevard (2700 West).

"Fairbourne Station was selected as the name for the area formerly referred to as City Center in order to honor its history as the community's traditional gathering place, and to honor the spirit of everyday citizens past and present who created the community's legacy of unity, pride and progress".[1]

The small area plan established a blueprint for future development to create a thriving downtown core. Some of the core principles developed from that plan that relate to active transportation include the principles around TOD:

- Compact, human scale development
- Buildings oriented toward streets and sidewalks
- Connected public spaces
- Interconnected street grid with smaller blocks
- Pedestrian emphasis and walkable development
- Minimized need for automobile use and traffic calming
- Increased mobility using all modes of transit

Hunter Town Center Plan

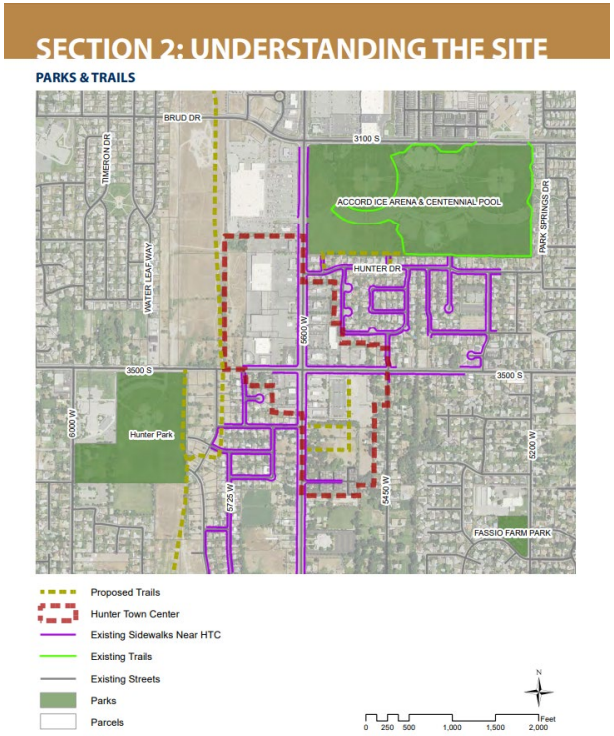


Figure 5. Parks & Trails Recommendations from the Hunter Town Center Plan. Source: West Valley City website

The Hunter Town Center Plan, completed in 2017, established a vision for the Hunter Town Center which is located at 5600 West and 3500 South. The plan likens the Hunter Town Center to Fairbourne Station on the west, with the goal of anchoring new development in the area and creating amenities for residents.

From an active transportation standpoint, the plan indicated the importance of creating a walkable area. There is reference to increasing the sidewalk widths in the area (currently 4'), as well as adding high visibility crosswalks, pedestrian refuges and LPIs. However, the plan also indicates that both 3500 South and 5600 West are UDOT owned and operated roadways, so UDOT involvement is critical to implement any of the pedestrian treatment recommendations.

9 https://www.wvc-ut.gov/DocumentCenter/View/1664/Fairbourne-Station-Vision-PDF

WFRC RTP

The RTP is the regional transportation planning vision created by WFRC with direct input from the cities. Updated every four years, this plan is intended to set forth a strategy for regional transportation investments for vehicle, transit, and active transportation modes according to the collective vision of increasing the quality of life in the region. The plan also details investment recommendations in order to achieve the plan in a phased approach (Phase 1:2019 – 2030, Phase 2: 2031 – 2040, Phase 3: 2041 – 2050).

The RTP calls for roughly 52 new miles of active transportation facilities within West Valley City, with 36 miles of facilities recommended in Phase 1: 2019 – 2030, 13 miles of facilities recommended in Phase 2: 2031 – 2040, and 3 miles recommended in Phase 3: 2041 – 2050. In addition to the active transportation facilities, the RTP also indicates "Regionally Significant Land-Uses". These areas could include commercial centers, neighborhood centers and city centers. Figure 7 displays the RTP recommendations within West Valley City by recommended phase.



Figure 6. WFRC 2019-2050 Regional Transportation Plan. Source: WFRC

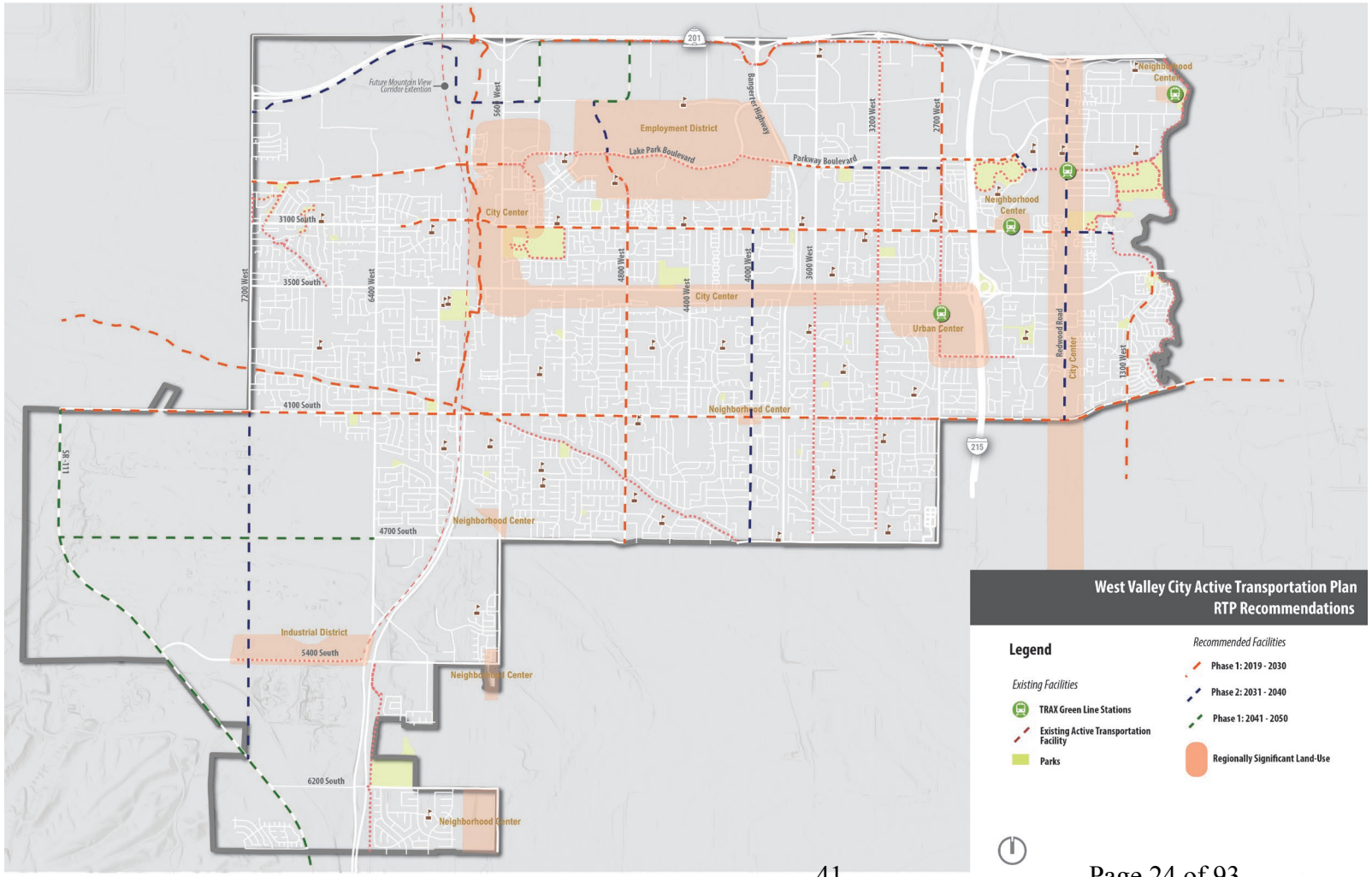


Figure 7. RTP Active Transportation Recommendations in West Valley City. Source: WFRC, Fehr & Peers

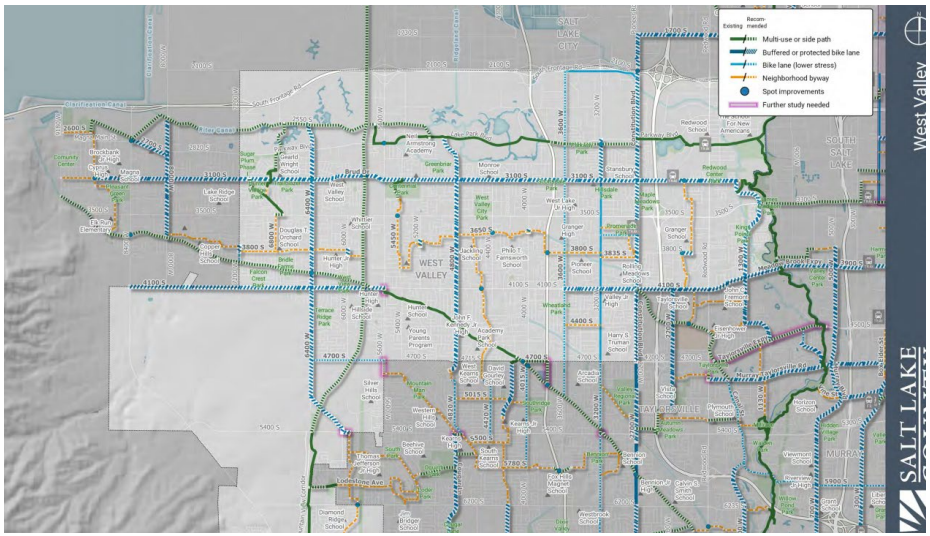


Figure 8. Source: Salt Lake County.

Salt Lake County's Active Transportation Implementation Plan (2017) builds upon previous planning efforts conducted by the county, individual cities, and regional partners such as UDOT and UTA. The purpose of this plan is to identify and prioritize specific routes and spot improvements throughout the Salt Lake Valley that contribute to safe connections between cities, townships, neighborhoods, schools, commercial centers, transit, parks, and regional off-street paths, such as the Jordan River Parkway. The emphasis of this plan is to create high comfort facilities – meaning the facilities are typically separated from vehicle traffic or have vertical buffer elements, such as planters or soft hit posts, incorporated.

While the plan was adopted in 2017 Salt Lake County staff have indicated that it should be revised as updated active transportation plans are adopted and implemented throughout the participating cities.

2.3.2 POLICIES

West Valley City has several active transportation specific ordinances within the Municipal Code. The most notable ordinances are summarized here (these ordinances are subject to change. Refer to the West Valley City Municipal Code for the most up-to-date information):

7-10-204: Development Standards

All streetscape improvements must occur between the front yard setback and public Right of Way. A landscaped berm must be placed next to the back of the curb. Street trees must conform to the landscaping requirements in Section 7-10-103. A Nonmotorized Public Easement, with concrete trail, is required near the back of the curb and run the length of the frontage. The City may require lane striping to separate pedestrians and bicycles. If the trail crosses a driveway, the concrete must be stamped and colored to alert people. All pathways must meet ADA standards, and connect to nearby transit stops. In areas where trail and sidewalks don't align, a transition space must be designated for public safety and convenience. The City may shift a trail temporarily to sidestep barriers and obstacles that are beyond the property owner's control. A landscaped buffer is required if the trail is moved toward the site. A landscaped buffer with lighting or any other City-approved elements must be located between trail and development. Uniform streetscape lighting must be installed by owners along 3300/3500 S., between Redwood Road and the Jordan River, along Redwood Road, and along 5600 W., using Streetscape Lighting A. The same is true for lighting along 3500 South between 2700 W., and Redwood Road, but must correspond to Streetscape Lighting B. All lighting must conform to the City's adopted Engineering Standards, pass inspection, and be approved by the City before final building inspection. Fences and other obstructions - apart from fire hydrants - are not allowed within the streetscape area. All signs must be set back from the trail/sidewalk. Anything different must be reviewed by the Planning Commission.

7-11-306: Commercial Pedestrian Access and Circulation

All commercial development applications are required to include a detailed pedestrian circulation and landscaping plan. This plan must include pedestrian connections to and between commercial entrances, sidewalks, and adjacent walkways, adjoining uses, and any adjacent park/greenway, trail network, or other civic space. In addition, pedestrian connections from buildings to parking lots, amenities, gathering places, as well as existing and potential transit stops are required. When recommended by city staff and UTA, a concrete pad must be included for future transit stop improvements. All designs must be ADA compliant. The City also requires that this plan include continuous pedestrian walkways along and connecting customer entrances and parking. In addition, pedestrian circulation must not be obstructed. No merchandise displays are allowed on the sidewalk without planning commission approval. In the plan, wherever the walkway crosses a parking lot, internal street, or driveway, it must be clearly marked with differing elevation or paving materials. A walkway with sidewalk (six feet minimum width) and planting area is required through the parking lot connecting to the walkway along the main building. Total walkway width is a combined minimum of fifteen feet. Required widths depend on building square footage. Any variations require planning commission approval. There must be one bicycle parking space for every twenty vehicle parking spaces, up to thirty bicycle spaces. Bicycle parking must be located out of the way of pedestrian circulation, but no further than 100 feet from a building entrance or closest non-handicapped parking space. All bicycle racks, lockers, etc., must be securely anchored. Auto-oriented businesses are exempt from bicycle parking requirements.

7-11-403: Residential Pedestrian Access and Circulation

This section is nearly identical 7-11-306, except that it addresses residential pedestrian access and circulation. Just like 7-11-306, development applications are required to include a detailed pedestrian circulation and landscape plan with pedestrian connections, walkways along buildings and through vehicle areas, potential and existing transit stops, and bike parking. The key ideas remain the same: Pedestrian circulation must not be obstructed, walkways must connect people to nearby destinations, and all designs must be ADA compliant. Apart from elements that are only found in commercial areas (e.g. retail displays, customers, etc.), main differences include walkways at a minimum of four feet wide instead of five in commercial areas, making the combined minimum width of a residential walkway and planting area nine feet instead of six. Bike parking is also a bit different. Instead of one bike parking space per twenty vehicle spaces, residential development must provide one bike parking space per twenty residential units.

2.3.3 PROGRAMS

Bike Utah Youth BEST Program



Figure 9. Youth BEST Participant. Source: Bike Utah

Bike Utah, a statewide NPO providing advocacy, education and planning services throughout the state, is very active in Salt Lake County.

The Bike Utah Youth Bicycle Education and Safety Training (BEST) Program teaches more than 3,000 Utah kids every year how to safely and confidently experience their communities by bicycle. The program is a 5-hour, in-class and on-bike program taught at schools around Utah, targeting students in the 4th to 7th grades. Bike Utah provides trained instructors, bicycles, helmets, and all other equipment for the duration of the program at no cost.

Since BEST's inception in 2016, the program has worked with five schools and an estimated 760 children in West Valley City.

The following schools have had BEST classes:

- Robert Frost Elementary School
- Kennedy Jr. High School
- West Valley Elementary School
- Truman Elementary
- Granger Elementary

City Programs

Throughout the years West Valley City has hosted several bicycle and active transportation related events, open and free to residents. The two types of events that have continuously occurred since 2016 are the Patriotic Bike Parade in September, the Family Fitness Center Triathlon in August, and the Bicycle Safety Rodeo in July.

The Triathlon and Parade are focused on creating a family friendly atmosphere with an opportunity to ride bicycles and socialize. The Bicycle Safety Rodeo is designed to provide bicycle riding instruction to children with a basic understanding of riding.



Figure 10. Decorated Bicycle from the Patriotic Bike Parade. Source: West Valley City website

2.4 EXISTING INFRASTRUCTURE AND USE OVERVIEW

West Valley City currently possesses roughly 97 miles of bikeways and paths, 624 miles of sidewalks, 560 crosswalks, 42 bus stops, four TRAX stations, 45 schools, and 39 parks. Bikeway facilities include bike lanes, buffered bike lanes, shared roadways, multi-use paths, and park paths.

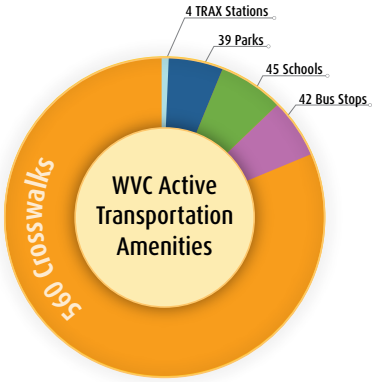


Figure 11. Source: Fehr & Peers

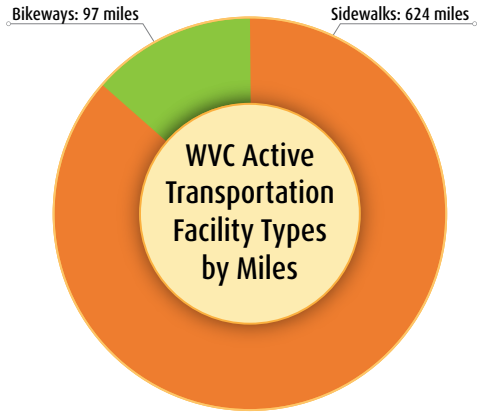


Figure 12. Source: Fehr & Peers

Figure 13 displays all the existing active transportation and related infrastructure in West Valley City including sidewalks, crosswalks, bikeways and multi-use paths, transit stops and stations, schools and parks.

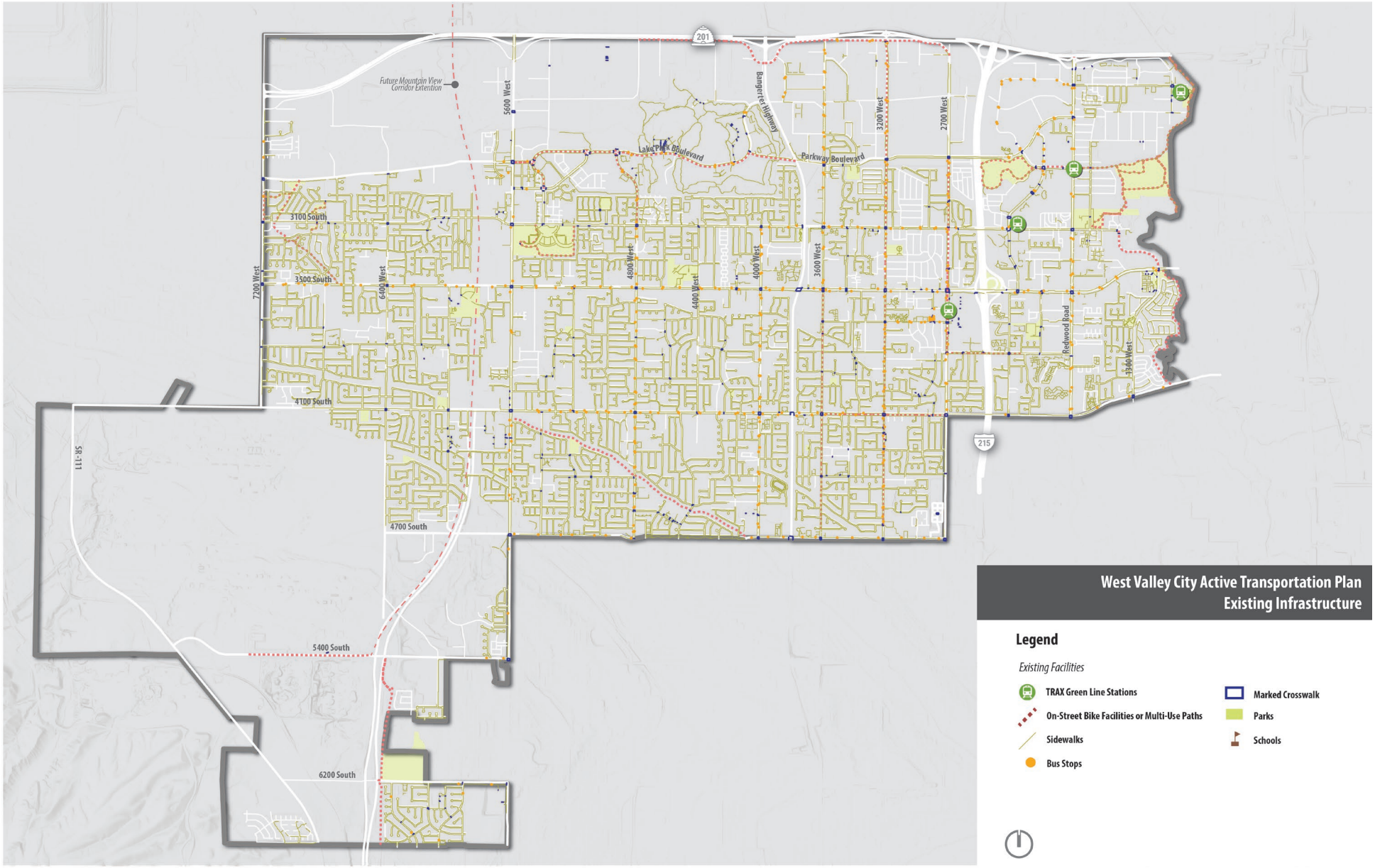


Figure 13. Existing Infrastructure. Source: Fehr & Peers

2.4.1 BICYCLE INFRASTRUCTURE

This section provides an overview of the existing bicycling facility types in West Valley City. For information on design specifications and typical cross sections see "5. Design Guidance" on page 50.

Bike Lanes

This type of bikeway uses signage and striping to delineate the right-of-way assigned to bicyclists and motorists. Bike lanes encourage predictable movements by both bicyclists and motorists. West Valley City has segments of bike lanes on 2700 West, 3200 West, 3600 West and Parkway Boulevard, among other locations.



Figure 14. Bike Lanes on 3200 West. Source: Google

Buffered Bike Lanes

Like bike lanes, buffered bike lanes use signage and striping to delineate the right-of-way assigned to bicyclists and motorists. The difference with a buffered bike lane is it includes a one- to three-foot-wide striped zone between either the travel lane, or the parking lane, or both. Notable buffered bike lanes in West Valley City can be found on 4100 South.



Figure 15. Buffered Bike Lanes on 3407 West 4100 South. Source: Google

Shared Roadways

Shared roadways are where bicyclists and cars operate within the same travel lane, either side by side or in single file depending on roadway configuration. This facility is used to connect other bikeways (usually bike lanes) or designate preferred routes through high-demand corridors.

Multi-Use Paths

These combination trail/bikeway facility in rights of way separate from roads are for the use of bicyclists and pedestrians. Some of West Valley City's notable multi-use paths include the Jordan River Parkway Trail and the Utah and Salt Lake Canal Trail.



Figure 16. Jordan River Parkway Trail spur at Cultural Center Dr at the Utah Cultural Celebration Center, West Valley City. Source: Google

Park Paths

Park paths refer to paths within parks or open space areas. These facilities may or may not be designed to accommodate bicyclists.



Figure 17. Park Path at West Valley City Family Fitness Center (3213 South 5180 West). Source: Google

2.4.2 PEDESTRIAN INFRASTRUCTURE

Existing pedestrian facilities in West Valley City consist of multi-use paths, unpaved paths, park paths, sidewalks and crosswalks (both at intersections and mid-block). In the traditional block-grid sections of West Valley City, sidewalk connectivity is generally good. However, some neighborhood pockets lack adequate sidewalk infrastructure, are missing all sidewalks, or have significant gaps in the sidewalk network. In addition, some commercial and industrial areas have also been developed without complete sidewalk networks.

2.4.3 TRANSIT INFRASTRUCTURE AND ACTIVE TRANSPORTATION CONNECTIONS TO TRANSIT

Transit trips always begin and end on foot or bicycle. When active transportation connectivity to transit is poor, ridership and ease of use of the system is also negatively affected. West Valley City is served by 15 UTA bus fixed routes, flex service, or shuttle service, and one light rail line. They include:

- 3500 South
- Max - 3500 South
- 4100 South
- 4700 South
- 5400 South
- 6200 South
- Redwood Shuttle
- Redwood Road
- 2700 West
- 3200 West
- 4000 West/ Dixie Valley
- 4800 West
- 900 W Shuttle
- Industrial Business Park Shuttle
- Business Park Shuttle
- 5600 West Flex
- TRAX Green Line

Station Accessibility

Of the four TRAX Green Line stations in West Valley City, one has covered and secured bicycle parking (bicycle lockers); Redwood Junction station. The other three stations (West Valley Central station, Decker Lake station and River Trail station) have uncovered U-bike racks available. All stations have adequate pedestrian crossing features including crosswalks, curb cuts and station platform lighting.



Figure 18. Bike Lockers at the Redwood Junction Green Line Station (1740 Research Way). Source: Google

Bicycle Accommodation

Both the bus vehicles and the TRAX light rail vehicles accommodate bicycles. All UTA buses have front end-mounted bike racks that carry 2-3 bikes each. Transit users are prohibited from bringing bikes onboard buses if the bike rack is full.

ADA

All UTA buses meet ADA requirements and accommodate patrons in wheelchairs and with other disabilities. All fixed route vehicles are low floor vehicles and have ramps that can be deployed at a passenger's request or can "kneel" if that is preferred by the passenger. Once on the bus, there are wheelchair tie-downs and additional lap/shoulder belts available upon request. UTA also offers paratransit services to persons who have cognitive or physical disabilities that prevent them from utilizing fixed route bus service.

All the UTA TRAX Green Line vehicles have deployable ramps to accommodate a mobility device entering and exiting. There is also ADA accessible seating on every vehicle.

All four of the UTA TRAX Green Line stations are equipped with ADA accommodations including detectable warning surfaces on platform edges and crosswalks, and audible and tactile notification messages.

2.4.4 MICROMOBILITY

Micromobility is defined as electric, dockless, shared personal mobility devices that are available on an "as-available" basis for a charge either by subscription or per use. The various providers typically have a proprietary smart phone app that is used to unlock the vehicle. Device speeds are governed at 15 miles per hour in Salt Lake City. Types of vehicles include (but are not limited to), e-scooters, e-bikes, and e-seated scooters.



Figure 19. Lime e-scooters in Salt Lake City. Source: Salt Lake City Micromobility website

In July 2018 dockless scooter companies launched in Salt Lake City. The initial providers were Bird and Lime. However, now there are additional providers including Razor, and Spin. As part of the initial program launch, Salt Lake City established an "equity" component of the program which mandated the participating micromobility providers drop a proportion of their total fleet west of I-15. While the program is technically Salt Lake City's, several devices can often be seen throughout the streets of West Valley City, most often near the TRAX stations and the Valley Fair Mall. The "spreading' of the micromobility fleet into West Valley City is considered acceptable by Salt Lake City transportation staff and West Valley City staff at the time of this plan. Salt Lake City has rules and regulations about appropriate use of the devices available on their website. Sidewalk riding and lack of helmet use is the most common complaint reported by Salt Lake City. The benefit of these devices is their inherent ability to accommodate on-demand micromobility travel. Users report the smartphone apps to be relatively easy to use and the devices, now newer and enhanced models, are generally reliable.

2.4.5 STRAVA DATA

STRAVA is an opt-in smart phone social fitness app that records non-motorized trips as the user specifies. Once the user has ended a trip the app provides trip metrics such as time, distance, speed and elevation. This app has been widely available since 2009 when it was initially released.

In 2017 UDOT purchased a license for STRAVAs "Metro" application which combines trip types into time segments to be used as travel and trip pattern data. Through UDOT the STRAVA cycling and pedestrian data are available throughout Utah. Figure 20 displays the total recorded STRAVA cycling trips in West Valley City for all of 2018.

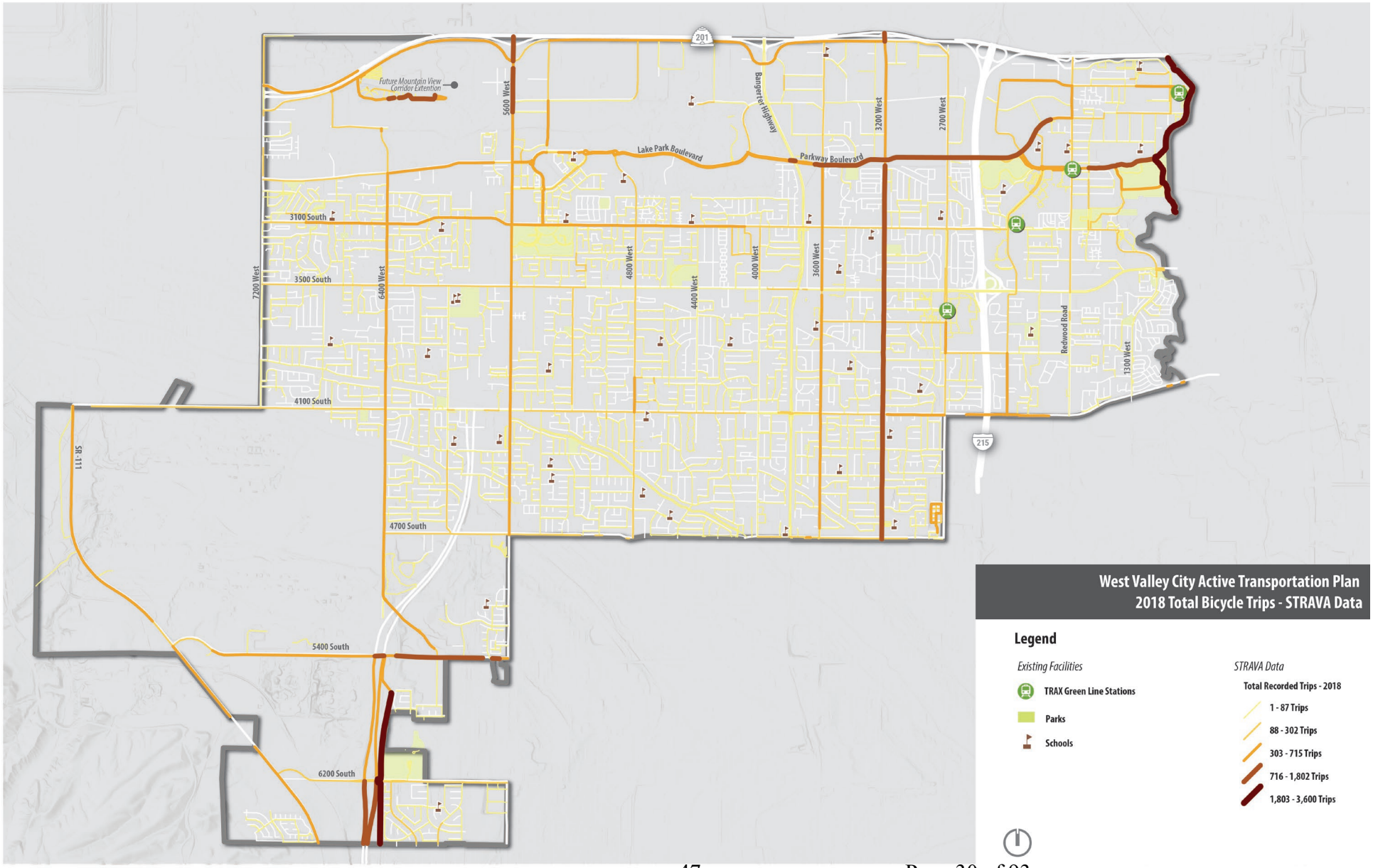


Figure 20. 2018 Total Bicycle Trips – STRAVA Data. Source: UDOT, Fehr & Peers

While the STRAVA data is useful in identifying relative bicycling use on a corridor and relative bicycling use throughout an area, it has limitations that are important to disclose. The app is primarily used to record recreation type trips, and while there is now the option to toggle a "commute" indicator on and off, very few trips are recorded as such. Since this data is biased towards recreation and can only be used by those with the smart phone app, it cannot be considered a complete picture of where people are riding in West Valley City or an accurate measure of the total number of trips. Because of the noted limitations of the data, the high-use bicycling corridors indicated in the data (3200 West, Lake Park Boulevard, Parkway Boulevard, 5400 South, Bacchus Highway, 6000 West, 5600 West, the Mountain View Corridor Trail, and the Jordan River Parkway Trail), will be noted but exact trip numbers were not used exclusively during the evaluation phase of the plan.

2.4.6 ACTIVE TRANSPORTATION COLLISIONS EVALUATION

Collision data is an important statistic in tracking and analyzing bicycle and pedestrian safety. UDOT Numetrics collision data was retrieved between September 2015 and August 2018.

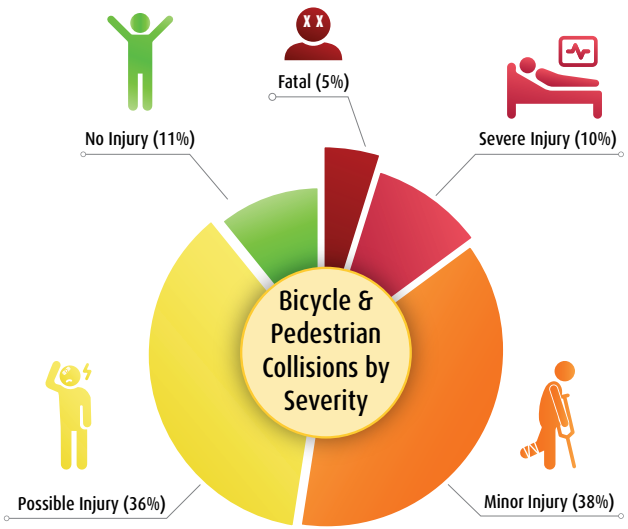


Figure 21. Source: UDOT Numetrics, Fehr & Peers

Between 2015 and 2018 there were 270 reported bicycle or pedestrian related collisions in West Valley City. Of those collisions 13 were fatal, 27 were severe, 102 resulted in minor injuries, 99 resulted in possible injuries, and 29 resulted in no injuries. 1062 of the collisions involved pedestrians and the other 108 involved bicyclists.

Bicycle Collision Profile

Most bicycle collisions occurred on Redwood Road, 3500 South, 3100 South and 4100 South. There are particularly high concentrations of collisions at the intersection of 5600 West and 3500 South, and 3500 South and Redwood Road. None of those roadways have any type of bicycle infrastructure. Other collision hotspots include 3800 South between 2700 West and 2200 West, and the northern segment of 3200 West, both segments of roadway that have a striped bicycle lane.

Pedestrian Collision Profile

The pedestrian collisions tend to occur in similar locations to the bicycle collisions. Again, Redwood Road, 3500 South, 3100 South and 4100 South possess high amounts of pedestrian collisions, particularly at the Redwood Road and 3500 South intersection. 2700 West, near the West Valley Central TRAX station also has a high concentration of collisions. This is likely due to the large number of TRAX passengers making their way from the train. It is also the location pedestrians likely cross to access the Valley Fair Mall.

Figure 22 displays both the bicycle and pedestrian collisions according to severity.

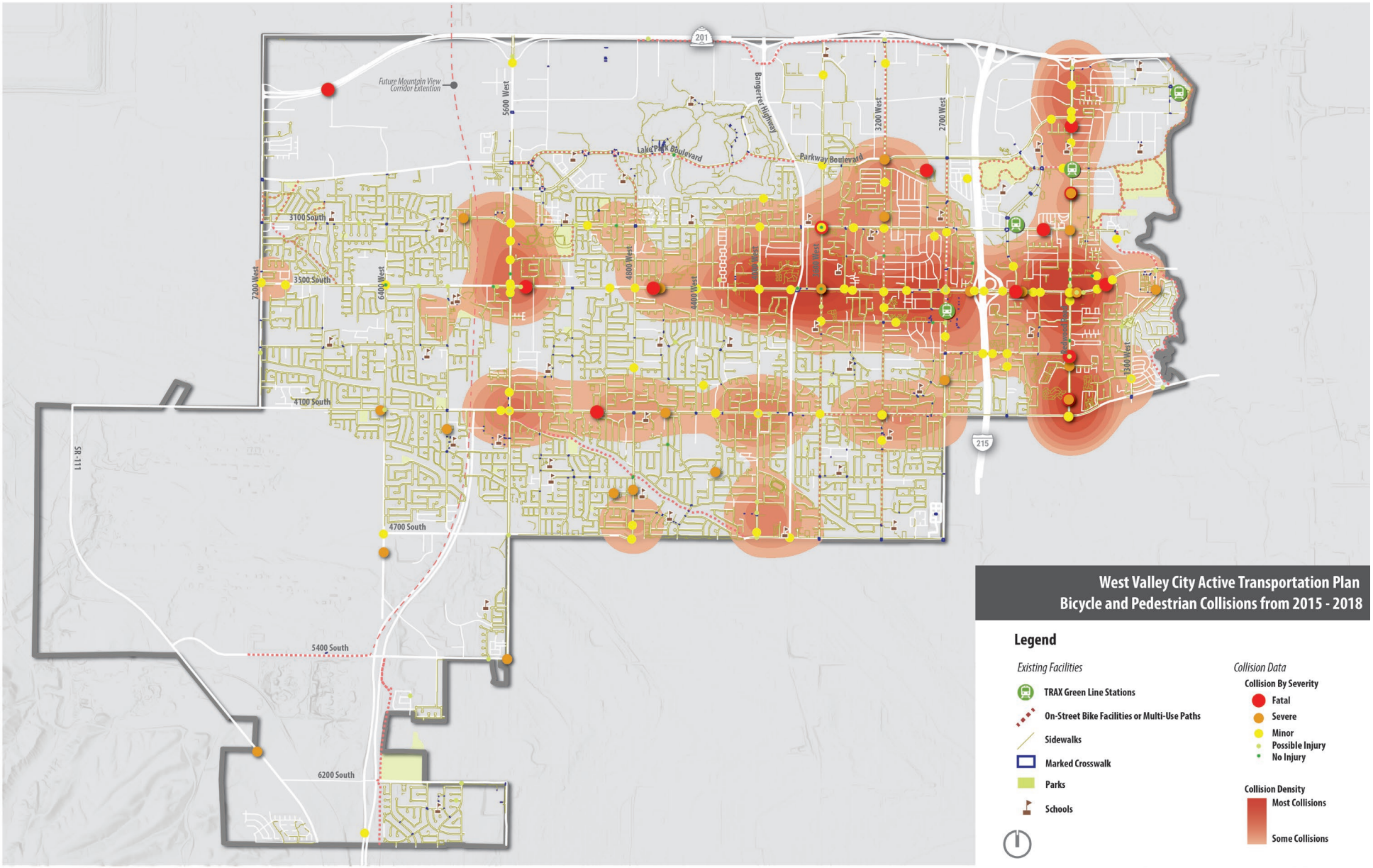


Figure 22. Bicycle & Pedestrian Collisions from 2015 - 2018. Source: UDOT Numetrics, Fehr & Peers

2.5 BICYCLING FACILITIES RESEARCH AND CONSIDERATIONS

There is a large body of research comparing bicycle facility types and bicycling demand (both existing and induced demand). The latest variation of this research links bicyclists (and potential bicyclists) with levels of facility stress they are likely to tolerate. The bicyclists with the most skill and riding confidence tend to tolerate the highest amount of facility stress, whereas the bicyclists with the lowest skill and experience likely have a much lower facility stress tolerance. This is important because consistently validated research also suggests that most people (51 – 56% of a statistically significant survey) consider themselves "Interested but Concerned" when it comes to bicycling, interested in bicycling but only in situations where they perceive they are safe.

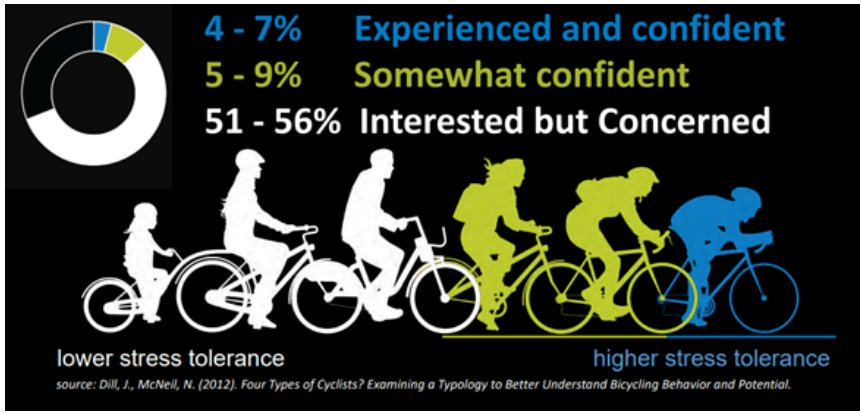


Figure 23. Bicycle Skill and Stress Tolerance Spectrum. Source: Dill, J. (2012) Four Types of Cyclists? Examining a Typology to Better Understand Bicycling Behavior and Potential

Figure 23 is a graphical representation of the skill and stress tolerance spectrum. The breakdown of all the skill levels includes:

- **Strong and fearless** bicyclists will typically ride anywhere regardless of road or weather conditions, ride faster than other user types, prefer direct routes, and will typically choose to ride on the road, even if shared with vehicles, over separate bikeways like shared use trails. This type of cyclists represents less than 1% of people.
- **Experienced and confident** bicyclists are fairly comfortable riding in dedicated bikeways but usually choose low traffic streets or shared use trails when available.
- **Interested but concerned** bicyclists comprise most of the population and are typically those who only ride on low traffic streets or shared use trails in fair weather. This demographic would like to bike more but have concerns such as safety.
- **"No way, no how"** people will not ride a bicycle under any circumstances.

"Stress" as a concept in these terms is the relationship between the bicycling facility and an assortment of metrics associated with the adjacent vehicle facility. "Level of Traffic Stress" (LTS) is a widely accepted scale used to evaluate the bicycling facility stress. Figure 10 graphically demonstrates LTS.

This background information matters for the West Valley City Active Transportation Plan because it is important to understand that different facility types accommodate different skill levels and stress tolerances of bicyclists. For example, it would be reasonable to infer that someone who identifies as "Interested but Concerned" would not tolerate or use a four-foot-wide stiped bike lane on a heavily used five-lane arterial roadway. That facility would be considered too stressful. However, that same rider would likely tolerate a physically separated bike lane or multi-use pathway adjacent to that same five-lane arterial.

3. EVALUATION

WHERE ARE IMPROVEMENTS NEEDED?





3.1 WEST VALLEY CITY ACTIVE TRANSPORTATION NEEDS EVALUATION

The project team developed a three-pronged approach to determining the active transportation recommended projects in West Valley City. Displayed in Figure 24, the approach the project team used involved the following three steps:

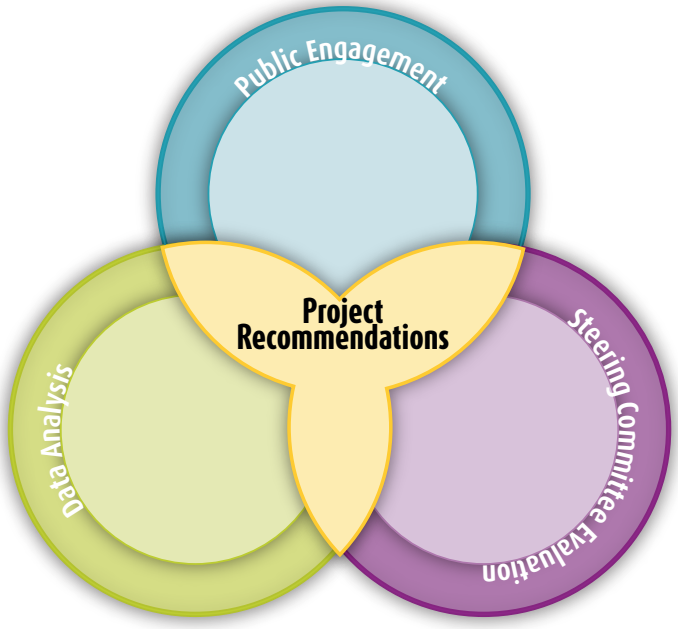


Figure 24. Project Recommendations Approach. Source: Fehr & Peers

1. Understand what the needs of the public are through **robust public engagement**;
2. Conduct a **rigorous data analysis** to determine where there are unmet needs and opportunities for active transportation enhancements; and
3. Facilitate a **steering committee evaluation** of the aforementioned steps to identify opportunities at the nexus of needs and feasibility.

3.1.1 PUBLIC ENGAGEMENT

In order to assess the needs of West Valley City residents the project team hosted three pop-up tables at existing community events and hosted an on-line engagement tool. Since West Valley City has a large population of native Spanish speakers, all the public engagement materials had English and Spanish translations of the materials.

Pop-Up Events

The three community events the project team attended were:

1. The Día de Los Muertos event at the Utah Cultural Celebration Center, on October 27th, 2018 from 11:00AM – 6:00PM
2. An open gym afternoon at the West Valley City Family Recreation Center, on Tuesday November 6th, 2018 from 3:30PM – 6:30PM
3. Literacy Month Event, at the Gearld Wright School, on November 15th, 2018 from 5:00 – 7:00PM

Images from those events can be found on subsequent pages:

Día De Los Muertos









West Valley City Family Recreation Center



Gearld Wright School



Figure 25. Pop-up Event Images. Source: Fehr & Peers, Avenue Consultants

The Online Engagement Tool

In order to accommodate those who were unable to attend one of the in-person engagement opportunities, the project team developed an online comment map where anyone could draw lines, and drop pins, indicating locations in need of active transportation improvements. Again, the map was available in English and Spanish.

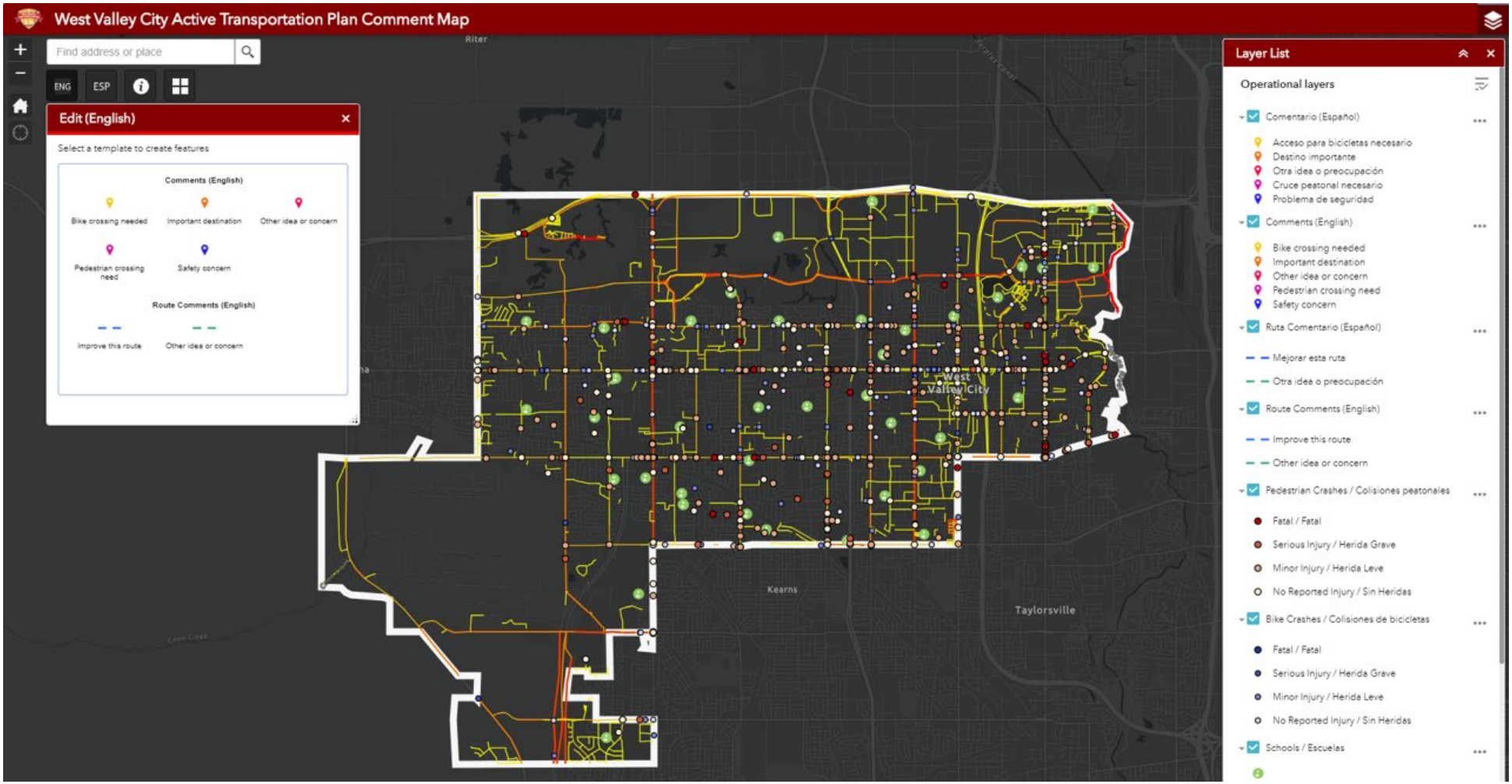


Figure 26. Still Image of the Online Comment Map. Source: Fehr & Peers

The map was sent out through the following newsletters and websites and over 100 comments were received:

- WFRC newsletter
- Bike Utah newsletter
- West Valley City Facebook
- Granite School District listserve
- West Valley City Family Fitness Center Facebook
- The Chamber West (West Valley City Chamber of Commerce) newsletter

Outcome of the Community Engagement

The community engagement yielded many important insights. Table 1 summarizes the comments received both through the pop-up events and through the online engagement tool.

PUBLIC COMMENTS			ADDITIONAL SUPPORTING INFORMATION	
Location	**Comment**	**# of Comments**	**Rationale**	**AADT (2016)**
Facility Related Comments				
3100 S. from 7200 W. to Cultural Celebration Center / Jordan River Parkway	East/west bike connection. Bike lanes.	Over 8 online and in person comments	Multiple schools along the route, West Valley City Family Fitness Center, direct connection to Jordan River Parkway Trail. Makes a connection to a TRAX station. Buffered or protected bike lane recommended on ATIP.	~13,000 - 18,000
Lake Park Blvd from 5600 W. to Redwood Rd	Bike facility would be nice here. Many people walk around this area.	2 comments	Low volume roadway. Relatively high STRAVA usage (compared to other areas in the city).	~5,000 - 10,000
Parkway Blvd from 5600 W. to 7200 W.	Sidewalks needed (missing on both sides).	3 comments	Adding sidewalks would create connections to existing facilities.	~6,000
5600 W. from SR-201 to 4700 S.	Bike lanes. It is difficult to navigate the SR -201 Interchange.	2 comments (one specifically referencing the SR-201 interchange)	Relatively high STRAVA usage (compared to other areas in the city), direct north south connection.	~28,000 - 47,000
1300 W. from 4700 S. to 3100 S.	Bike lanes	2 comments	Good north/south connection on the east side of the city. Buffered or protected bike lane recommended on ATIP.	NA
Continue the Canal Trail from 5600 W. to 7200 W.	Make sure there are adequate crossings, continue the multi-use pathway.	3 comments	Making connections to existing facilities.	NA
6400 W. from 5400 S. to 2700 S.	Sidewalks needed - missing sidewalks on one side or both sides of the roadway. Specifically, between 3785 S. and 3100 S.	2 comments	Costly to construct sidewalks, relatively high STRAVA usage - try and get something on the roadway. Buffered or protected bike lane recommended on ATIP.	NA
4100 S. from 6000 W. to 3600 W.	Bike lanes and better ped/bike lighting	4 comments	A section of this, from 3600 West to Redwood is recommended on the ATIP as a buffered bike lane.	~24,000 - 32,000
4700 S. from 6000 W. to Redwood	Bike lanes	1 comment	Nothing recommended on the ATIP here.	~27,000 - 45,000
2200 W. from 4700 S. to 3100 S.	Bike lanes	2 comments	This would provide connection from the SLCC campus to a TRAX station.	~5,900 - 12,000
2700 W. from 3800 S. to SR-201. Specifically, the intersection of 3500 S.	Improve the bicycling condition. The bike lanes are narrow along a 35MPH road.	2 comments	On ATIP as a bike lane.	~6,000 - 17,000
3650 S. (Lancer Way) from 3600 W. to 2700 W.	Fill in sidewalk gaps on this roadway and add cycling facility.	4 comments	Low volume roadway with direct access to library/TRAX station. Recommended on ATIP	NA
3600 W. from 4700 S. to 2100 S.	Improve the existing bike lanes here, refresh the markings.	2 comments	On ATIP as a bike lane.	~9,000 - 12,000

Location	Comment	# of Comments	Rationale	AADT (2016)
Create Canal Trail 2700 W. to Bangerter Highway	Utilize the existing canal as a multi-use pathway.	2 comment	High comfort facility.	NA
SLCC 4700 S. & 2200 W.	Bike lanes to campus	1 comment	Important destination to have good walking/biking access.	~6,500
Shopping Center at 3100 S. & 5600 W.	Increase active transportation access to this location.	4 comments referencing this as an important destination	Important destination, bike racks needed. Access via biking and walking should be improved.	~47,000
Maverick Center	Bike racks	6 comments	Important destination, bike racks needed	~12,000
Valley Fair Mall	Bike racks, and better connections to it via biking and walking.	3 comments	Important destination, bike racks needed	~17,000
Jordan River Parkway Trail entrance at 1300 W. & 3100 S.	Wayfinding to entrance of parkway trail.	2 comments	Important destination	NA
West Valley City Family Fitness Center	Bike Racks, and better connections to it via biking and walking.	4 comments	Important destination	~13,000
Grocery Stores in general	Comments about adding bike racks at grocery stores.	Multiple comments at various grocery store locations	Important destination	NA
Point Comments				
Intersection of 3500 S. & 1950 W.	Bicycling accidents happen here frequently and there is no overhead lighting.	1 comment	Numetrics does not support this claim - there was one pedestrian accident and one bicycle accident reported here in the last three years.	~33,000
Underpass at 3200 W. & SR-201	Improve conditions for cyclists since this is along a bike route.	2 comments	Currently there is no facility for cyclists through the interchange.	~18,000
Intersection of 3785 S. & 6400 W.	Improve pedestrian crossing condition.	1 comment	There is an elementary school adjacent to this intersection.	NA
Trail crossing at 3100 S. & ~6900 W.	Improve the crossing here - it is a trail crossing with no beacon or light.	3 comments	Gearld Wright Elementary school within 200 feet of this trail crossing.	NA
Intersection of 4100 S. & 4400 W.	Improve the crossing here for cyclists and pedestrians. Not enough time to cross safely	1 comment	Connection to the Valley View Memorial Park	~24,000
Intersection of 3500 S. & Bangerter Highway	Difficult to cross here.	2 comments	No above grade pedestrian overpass present here.	~45,000

3.1.2 DATA ANALYSIS

The project team took a data driven approach to assessing the City's high-priority locations for active transportation improvements. Circling back with the three overarching plans goals of enhancing safety for active transportation users, increasing lane miles of active transportation facilities, and fostering greater usage of active transportation facilities, the project team created a weighted prioritization process based on goal-oriented metrics from available data. The outcome of the prioritization process is a 1 - 3 score for each roadway segment in West Valley City. A score of 3 indicates the greatest need for active transportation improvements along that segment of roadway, and a score of 1 indicates the least amount of need for active transportation improvements along that segment of roadway. The following section describes how safety, lane miles, and usage were analyzed in more detail.

Safety

To create a collision analysis, the project team developed a High Injury Network (HIN) for bicyclist and pedestrian related collisions. A HIN is developed using a GIS platform to assign collision data characteristics to a roadway network file. By assigning collisions to the roadway network, we can visualize which segments of roadways have the highest number and severity of bicycle and pedestrian related collisions.

If the roadway segment was part of the HIN it was given the most weight within the overall safety metric. If there was a segment of non-HIN roadway that possessed a collision that resulted in a bicyclists or pedestrian being killed or severely injured it was weighted 2/3 of what a HIN segment was weighted. If a segment had no reported injuries, minor, or possible injuries it was weighted 1/3 of what a HIN was weighted.

Performance Measure: SAFETY (25% of Total)		
Metric	***Weight***	***% of Measure Weight***
Collision Analysis		
Segment is a part of the HIN	3	100%
Segment possess a collision that resulted in bicyclist or pedestrian being killed or severely injured. But the segment is not on the HIN	2	
No reported collisions on the segment or collisions that resulted in minor or possible injury.	1	

The safety metric was assessed using only the collision analysis. Therefore, its percent of measure weight is 100% of the total safety measure.

Lane Miles and Infrastructure Accommodation

Five metrics went into evaluating the infrastructure accommodation measure.

- Lane Miles of Bike Lanes: A score of 3 was assigned to segments missing bike lanes, a score of 1 was assigned to segments with bike lanes
- Lane Miles of Sidewalks:
  - Segments missing a sidewalk on one side or both sides of an arterial street within a half mile of a school was assigned a score of 3
  - Segments missing a sidewalk on one side of any type of street was assigned a score of 2
  - Segments with no missing sidewalks were assigned a score of 1
- Crosswalk Analysis
  - Segments within a half mile of school on an arterial street without a crosswalk present were assigned a score of 3
  - Segments without a crosswalk crossing an arterial generally regardless of the presence of a school were assigned a score of 2
  - Segments with a crosswalk crossing an arterial were assigned a score of 1
- Pedestrian Connectivity Analysis
  - Pedestrian connectivity was assessed by determining how far-reaching the 10-minute walkshed is from any given point on the sidewalk network (assuming a walking speed of 3 miles per hour). Segments with a smaller walkshed were assigned a higher score than segments with a larger walkshed.
- Low Stress Bicycling Connectivity Analysis
  - Low stress bicycling connectivity was assessed by determining how far-reaching the 10-minute bikeshed is from any given point on the low stress bicycling network (bike lanes on low volume streets, buffered bike lanes on any street, and multi-use pathways). The analysis assumed a bicycling speed of 9 miles per hour. Segments with a smaller bikeshed were assigned a higher score than segments with a larger bikeshed.

Like the usage measure, the infrastructure accommodation measure possesses multiple metrics. Therefore, each metric was weighted to make up a total measure weight. The project team determined that each metric should be equally weighted, meaning each was weighted at 20% to make up the total measure weight.

Performance Measure: LANE MILES AND INFRASTRUCTURE ACCOMMODATION (50% of Total)		
Metric	*Weight*	*% of Measure Weight*
Lane Miles of Bike Lanes		
No bike lanes present	3	20%
Bike lanes present	1	
Lane Miles of Sidewalks		
Sidewalk missing on one side both side of an arterial street within a half mile of a school	3	20%
Missing sidewalks on one side of the street	2	
No missing sidewalks	1	
Crosswalk Analysis		
Within a half mile of school that is on an arterial there is no crosswalk crossing the arterial	3	20%
There is no crosswalk crossing an arterial generally on that segment regardless of the presence of a school	2	
There is a crosswalk crossing an arterial on that segment	1	
Pedestrian Connectivity	1,2,3 Percentile Breaks (thirds)	20%
Low Stress Bike Connectivity	1,2,3 Percentile Breaks (thirds)	20%

Usage

Existing and expected active transportation usage was assessed using the available STRAVA bicycling data, and outputs from a previous study, UCATS, which predicted latent demand of walking and bicycling trips throughout Salt Lake County based on land use and demographic information. All three data sets were initially weighted using percentile breaks, with the outcome of all three metrics being weighted to create a measured weight. Overall, usage was 25% of the total weight for the prioritization process.

Performance Measure: USAGE (25% of Total)		
Metric	*Weight*	*% of Measure Weight*
STRAVA	1, 2, 3 (Percentile Breaks (thirds))	15%
UCATS Latent Demand Bicycling Network (Percentile Breaks (thirds))	1, 2, 3 (Percentile Breaks (thirds))	35%
UCATS Latent Demand Walking Network (Percentile Breaks (thirds))	1, 2, 3 (Percentile Breaks (thirds))	50%

The reason the UCATS Latent Demand Bicycling Network was weighted less than the UCATS Latent Demand Walking Network is because the bicycling mode also incorporated the STRAVA data. However, as previously mentioned, the project team aimed to limit the influence of the STRAVA data due to its recreational bias (hence it being weighted at 15% to UCATS Latent Demand Bicycling Network being weighted at 35%).

The total outcome of the data analysis resulted in the three measures weighted accordingly:

- Usage: 25%
- Safety: 25%
- Infrastructure Accommodation: 50%

The results of the data analysis, prioritization exercise is displayed in Figure 37.

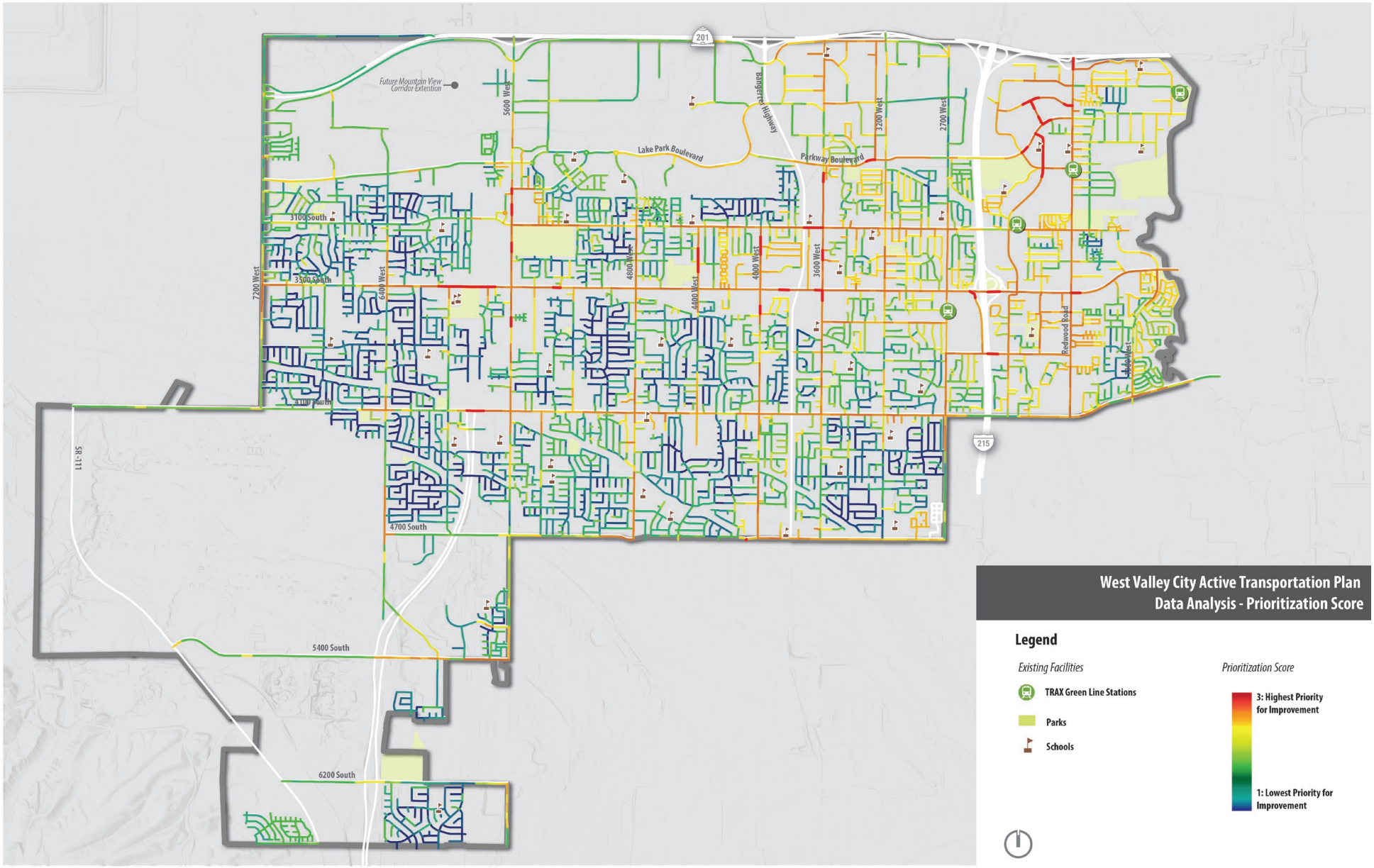


Figure 27.

3.1.3 STEERING COMMITTEE EVALUATION

Once the public engagement and the data evaluation steps were complete the project team hosted a two-hour prioritization workshop with the steering committee. The goals of this workshop were three-fold:

- Have the project team report on the outcomes of the community engagement, and the data analysis – prioritization process
- Work together as a group to determine which areas throughout the City need active transportation improvements based on the total needs evaluation (community engagement, data analysis – prioritization process)
- Advance the project ideas deemed to be the highest priority by the steering committee into the conceptual design phase of the plan.

The first outcome of the steering committee evaluation resulted in the following projects ideas advanced into the conceptual design phase.

These projects are considered the highest priority projects, based on the total needs evaluation in addition to the steering committee evaluation, resulting in them being classified as Tier 1 projects (Tier 1 – Tier 3 projects are possible, with Tier 1 being highest priority for implementation, and Tier 3 projects being lower priority for implementation).

Project Location	Type of Design
3100 South Bicycle Lane Project (7200 West to Bangerter Highway)	Bicycle lane conceptual design & planning level cost
1300 West Bicycle Lane Project (3300 South to Lester Street)	Bicycle lane conceptual design & planning level cost
4100 South Adjacent Neighborhood Byway Facility	Identify alignment of a neighborhood bicycle byway that will serve as an alternative to a facility on 4100 South
3500 South / I-215 underpass	Create conceptual level recommendations for enhanced pedestrian connections through interchange
3200 West & SR-201 underpass	Create conceptual level recommendations for continuing the 3200 West bicycle lane north through the interchange
Mountain View Corridor Trailhead Connections • Vistas Haven Way • Cilma Drive • 3575 South	Recommend active transportation improvements based on best practices within a half mile buffer of the trailheads
Canal Trailhead Connections • 5600 West & 4100 South • Charles Drive & ~4545 South • 4800 West & 4415 South	Recommend active transportation improvements based on best practices within a half mile buffer of the trailheads

At the workshop, the steering committee also validated the data analysis- prioritization process and the results from the community engagement process. After that validation the project team went back and identified additional projects, placing them into the Tier 2 and Tier 3 lists based on their prevalence in the community engagement outcomes, data analysis - prioritization process, and previous planning recommendations.

Tier 2 projects came from:

- Recommendations from the community engagement effort
- A high prioritization score (above a 2.4)
- Identified in previous planning recommendations
- Steering Committee approval

Tier 3 projects came from:

- A relatively high prioritization score (between 1.5 – 2.3)
- Steering Committee approval

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4. RECOMMENDATIONS

ENVISIONING AN ACTIVE TRANSPORTATION NETWORK



The results of the three-pronged evaluation approach (described in Chapter 3) resulted in a robust array of active transportation corridor and point project recommendations tiered for implementation. In addition to the corridor and line project recommendations, the project team developed program recommendations to bolster the active transportation system throughout West Valley City. This chapter outlines each type of recommendation.

4.1 CORRIDOR & POINT RECOMMENDATIONS

Supported by the existing conditions, and based on the evaluation process, the project team identified and is recommending roughly 72 net new miles of active transportation corridor facilities and 48 new point facilities. As per the discussion in Chapter 3, all the recommendations have been assigned a tier based on the evaluation process. Tier 1 projects are considered the highest priority and Tier 3 projects are lower priority. The corridor recommendation types include:

- Bicycle Byways
- Bike Lanes
- Bike Lanes – Improve Existing
- Buffered Bike Lanes
- Intersection Crossing Enhancements – Linear
- Multi-Use Trails
- Sidewalks

The point recommendation types include:

- Bike Racks
- Intersection Crossing Enhancements – Point
- Wayfinding to Destinations

Chapter 5, "Design Guidance" provides an overview of the corridor recommendation facility types, including typical cross sections for the on-road facility types. Figure 28 is a compilation of both the corridor and point recommendations. The numbered boxes in the Figure refer to line-by-line descriptions of each project in the Project Recommendation tables in the following pages.



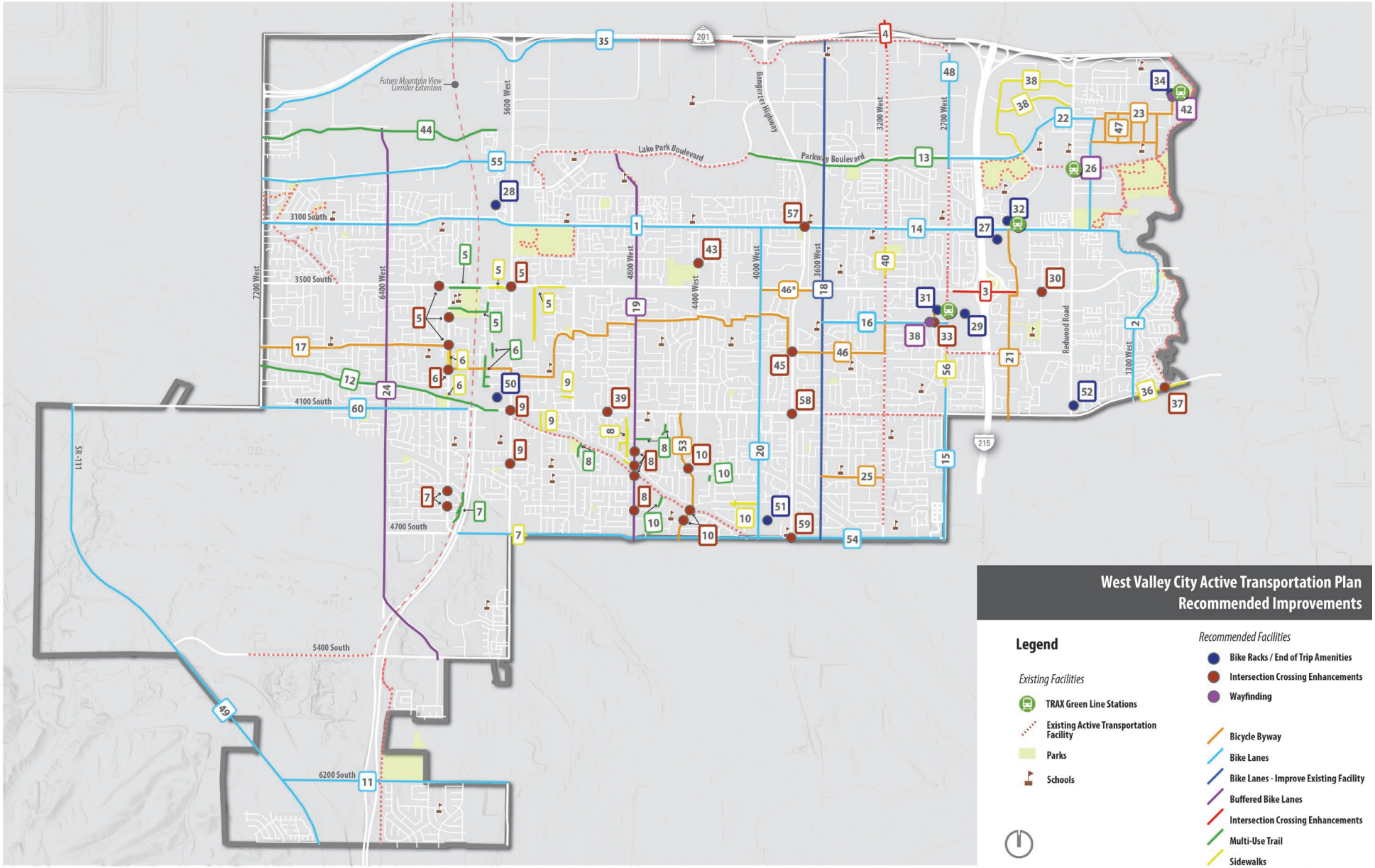

West Valley City Active Transportation Plan
Recommended Improvements
Legend
Existing Facilities
TRAX Green Line Stations
Existing Active Transportation Facility
Parks
Schools
Recommended Facilities
Bike Racks / End of Trip Amenities
Intersection Crossing Enhancements
Wayfinding
Bicycle Byway
Bike Lanes
Bike Lanes - Improve Existing Facility
Buffered Bike Lanes
Intersection Crossing Enhancements
Multi-Use Trail
Sidewalks
Future Mountain View Corridor Extention
Lake Park Boulevard
Parkway Boulevard
Bangerter Highway
3100 South
3500 South
4100 South
4700 South
5400 South
6200 South
5600 West
7200 West
6400 West
4000 West
4400 West
3600 West
3200 West
2700 West
1300 West
Redwood Road
SR-111
201
215

Figure 28.

CORRIDOR PROJECT RECOMMENDATIONS

#	Project Name	Tier	Description	Length (ft)	Responsi-bility	Prioritiza-tion	AADT
Bicycle Byway							
17	3800 S. Bicycle Byway	2	Create a bicycle byway from 7200 W. to Cilma Dr. and the MVC trail	2,433	WVC	1.9	500
21	Decker Lake Bypass Bicycle Byway	2	Create a bicycle byway from 3100 S. to 4100 S. adjacent to Decker Lake Dr. on 2200 W.	2,809	WVC	2.5	-
23	Parkway Avenue Byway	2	Create a bicycle byway from Lester Street to River Trail TRAX station	1,370	WVC	2.3	-
25	4400 S. Byway	2	Create bicycle byway from 3600 W. to 3200 W.	1,125	WVC	1.4	-
46	3800 S. Bypass Bicycle Byway Reroute	3	Once 3800 S. and Bangerter crossing is installed reroute bicycle byway away from 3500 S.	3,292	WVC		-
46*	3800 S. Bypass Bicycle Byway Reroute Crossing	3	The connection for #46 (3800 S. Bypass Bicycle Byway Reroute) to cross Bangerter until a grade separated crossing can be worked out in the future				
47	Crystal Avenue Bicycle Byway	3	Install 7 foot advisory shoulders in Crystal Avenue neighborhoods without existing sidewalks	2,708	WVC	2	-
53	Charles Dr. Bicycle Byway	3	Create a bicycle byway from 4100 S. to 4700 S. on Charles Dr.	1,735	WVC	1.5	-
Bike Lanes							
1	3100 S. Bike Lanes	1	Bikes lanes from 7200 W. to 4000 W.	6,487	WVC	2.6	7,000
2	1300 W. Bike Lanes	1	Bikes lanes from 4100 S. to Parkway Blvd.	4,721	WVC	2.5	1,000
14	3100 S. Bike Lanes	3	Complete traffic analysis to assess the feasibility reducing travel lanes in order to complete bike lanes from 4000 W. to Redwood Rd.	4,258	WVC	2.5	18,000
15	2700 W. Bike Lanes	2	Extend existing bike lanes on 2700 W. from 3800 S. to 4700 S.	2,414	WVC	2.3	18,000
16	Mid City Bicycle Bike Lanes	2	Create a bike lane that connects the TRAX station at 2700 W. to MVC trail	7,112	WVC	2.4	-
20	4000 W. Bike Lanes	3	Restripe roadway to add bike lanes	4,033	WVC	2.3	3,000
22	Parkway Blvd. Bike Lanes	2	Add bike lanes on Parkway Blvd. from 2700 W. to Lester Street	1,962	WVC	2.8	12,000
54	4700 S. Bike Lanes	3	Redesign / restipe roadway to add bike lanes	5,652	WVC	2.6	18,000
11	6200 S. Bike Lanes	2	Add bike lanes to 6200 S.	1,978	WVC	1.7	-
48	2700 W. Bike Lanes	2	Add bike lanes to 2700 W. from 3100 South to SR-201	3,685	UDOT/WVC	2.3	7,800
49	UT-111 Bike Lanes	2	Add bike lanes to UT - 111	6,914	UDOT/WVC		9,900
55	Parkway Blvd. / 2700 S. Bike Lanes	3	Restripe the roadway to add bike lanes	3,529	WVC		-
35	2100 S. Frontage Rd. Bike Lanes	3	Add bike lanes to 2100 S. Frontage Road adjacent to SR-201	5,256	WVC	1.5	-
60	4100 South Bike Lanes	3	Add bike lanes to 4100 S. between Mountain View Corridor and 7200 W.	3,202	WVC	2.3	-
Bike Lanes - Improve Existing							
18	3600 W. Bike Lanes	2	Enhance / restripe existing bike lanes to 5 feet wide - Narrow travel lanes and turn lanes to 11 feet	6,458	WVC	2.6	9,600
Buffered Bike Lanes							
19	4800 W. Buffered Bike Lanes	2	Restripe Roadway to add buffered bike lanes	5,087	WVC	2.3	11,000
24	6400 W. Buffered Bike Lanes	2	Repurpose center turn lane throughout to make space for buffered bike lanes	7,174	WVC	1.7	420
Intersection Crossing Enhancements							
3	3500 S. & I-215 Interchange Improvements	1	Improve the pedestrian crossing condition at the I-215 interchange	829	UDOT	2.8	34,000
4	3200 W. & SR-201 Interchange Improvements	1	Improve the pedestrian and bicycle crossing condition at the SR-201 interchange	349	UDOT	1.8	24,000
Multi-Use Trail							
5	3575 S. Trailhead Access Recommendations	1	Install pedestrian cut-through to access MVC trail / trailhead	620	UDOT/WVC	0.0	-
5	3575 S. Trailhead Access Recommendations	1	Create 10' multi-use trail on the south side of 3500 S. to connect to MVC trailhead	389	UDOT/WVC	2.9	-

CORRIDOR PROJECT RECOMMENDATIONS

#	Project Name	Tier	Description	Length (ft)	Responsi-bility	Prioritiza-tion	AADT
6	Cilma Dr. Trailhead Access Recommendations	1	Install pedestrian cut-through	172	UDOT/WVC		-
6	Cilma Dr. Trailhead Access Recommendations	1	Install pedestrian cut-through	327	UDOT/WVC		-
6	Cilma Dr. Trailhead Access Recommendations	1	Install pedestrian cut-through	187	UDOT/WVC		-
7	Vista Havens Trailhead Access Recommendations	1	Install pedestrian cut-through to access the MVC trail	220	UDOT/WVC		-
7	Vista Havens Trailhead Access Recommendations	1	Install pedestrian cut-through to access the MVC trail	85	UDOT/WVC		-
7	Vista Havens Trailhead Access Recommendations	1	Install pedestrian cut-through to access the MVC trail	195	UDOT/WVC		-
8	4800 W. & 4415 S. Trailhead Access Recommendations	1	Install pedestrian cut-through	198	WVC		-
8	4800 W. & 4415 S. Trailhead Access Recommendations	1	Install pedestrian cut-through	136	WVC		-
8	4800 W. & 4415 S. Trailhead Access Recommendations	1	Install pedestrian cut-through	165	WVC		-
10	4545 S. Charles Dr. Trailhead Access Recommendations	1	Install pedestrian cut-through	127	WVC		-
10	4545 S. Charles Dr. Trailhead Access Recommendations	1	Install pedestrian cut-through	58	WVC		-
12	5600 W. to 7200 W. Canal Trail Expansion	2	Extend the existing portion of the canal trail from 5600 W. to 7200 W.	3,138	SLCO	3.0	-
13	2700 W. to Lake Park Blvd Cross Town Canal Trail Expansion	2	Extend existing portion of the Cross Town trail from Decker Lake to Lake Park Blvd.	2,585	WVC	3.0	-
44	Riter Canal Trail	3	Work with local partners to design and install multi-use trail along the Riter canal from 7200 W. to Lake Park Blvd.	4,527	WVC		-
	Sidewalks						
5	3575 S. Trailhead Access Recommendations	1	Fill in sidewalk gaps (as per MVC plan recommendations)	83	UDOT/WVC	2.9	14,000
5	3575 S. Trailhead Access Recommendations	1	Fill in sidewalk gaps (as per MVC plan recommendations)	287	UDOT/WVC	2.9	14,000
5	3575 S. Trailhead Access Recommendations	1	Fill in sidewalk gaps	672	WVC	2.0	-
5	3575 S. Trailhead Access Recommendations	1	Fill in sidewalk gaps	675	WVC	2.0	-
5	3575 S. Trailhead Access Recommendations	1	Fill in sidewalk gaps	350	UDOT/WVC	2.5	1,400
6	Clima Dr. Trailhead Access Recommendations	1	Fill in sidewalk gaps	246	WVC	1.8	500
6	Clima Dr. Trailhead Access Recommendations	1	Fill in sidewalk gaps	52	WVC	1.8	500
7	Vista Havens Trailhead Access Recommendations	1	Fill in sidewalk gaps	209	WVC	1.9	13,000
8	4800 W. & 4415 S. Trailhead Access Recommendations	1	Fill in sidewalk gaps	319	WVC	1.7	-
8	4800 W. & 4415 S. Trailhead Access Recommendations	1	Fill in sidewalk gaps	160	WVC	1.7	-
8	4800 W. & 4415 S. Trailhead Access Recommendations	1	Fill in sidewalk gaps	357	WVC	1.7	-
8	4800 W. & 4415 S. Trailhead Access Recommendations	1	Fill in sidewalk gaps	81	WVC	1.7	-
8	4800 W. & 4415 S. Trailhead Access Recommendations	1	Fill in sidewalk gaps	70	WVC	1.7	-
8	4800 W. & 4415 S. Trailhead Access Recommendations	1	Fill in sidewalk gaps	111	WVC	1.7	-
9	5600 W. & 4100 S. Trailhead Access Recommendations	1	Fill in sidewalk gaps	238	WVC	2.3	500
9	5600 W. & 4100 S. Trailhead Access Recommendations	1	Fill in sidewalk gaps	144	WVC	1.7	-
9	5600 W. & 4100 S. Trailhead Access Recommendations	1	Fill in sidewalk gaps	101	WVC	1.7	-
10	4545 S. Charles Dr. Trailhead Access Recommendations	1	Fill in sidewalk gaps	356	WVC	1.8	-
10	4545 S. Charles Dr. Trailhead Access Recommendations	1	Fill in sidewalk gaps	81	WVC	1.8	-
10	4545 S. Charles Dr. Trailhead Access Recommendations	1	Fill in sidewalk gaps	28	WVC	1.8	-
10	4545 S. Charles Dr. Trailhead Access Recommendations	1	Fill in sidewalk gaps	320	WVC	1.8	-
36	3900 S. Sidewalks	2	Fill sidewalk gap on north side of 3900 S. between 1300 W. and 1000 W.	666	WVC	2.3	33,000
38	Redwood Rd. & Parkway Blvd. Sidewalks	2	Fill in sidewalk gaps on both sides of the roadway	336	WVC	3.0	-
40	3200 W. Sidewalks	2	Fill in sidewalk gaps west side of the roadway	382	WVC	2.6	11,000
56	2700 S. Sidewalks	2	Fill in sidewalk gaps on west side of the street on 2700 W.	424	WVC	2.2	18,000

POINT PROJECT RECOMMENDATIONS

#	Project Name	Tier	Description	Responsibility	Prioritization Score	AADT (2017)
Bike Rack						
27	Bike Amenities at the Maverick Ctr.	2	Add covered bike racks at the Maverick Ctr.	WVC	2.1	
28	Bike Amenities at the 5600 W. & 3100 S. Shopping Ctr.	2	Add bike racks at the shopping center at 5600 W. and 3100 S.	WVC	2.2	
29	Bike Amenities at the Valley Fair Mall	2	Add bike racks throughout the Valley Fair Mall	WVC	2.1	
31	Bike Amenities at the West Valley Central Station	2	Add bike racks and / or bike lockers at the West Valley Central Station	UTA	2.0	
32	Bike Amenities at the Decker Lake Station	2	Add bike racks and / or bike lockers at the Decker Lake Station	UTA	2.0	
34	Bike Amenities at the River Trail Station	2	Add bike racks and / or bike lockers at the River Trail Station	UTA	1.5	
50	Bike Amenities at the 5600 W. & 4100 S. Shopping Ctr.	3	Add bike racks at the shopping center at 5600 W. and 4100 S.	WVC	2.1	
51	Bike Amenities at the 4000 W. & 4700 S. Shopping Ctr.	3	Add bike racks at the shopping center at 4000 W. and 4700 S.	WVC	2.3	
52	Bike Amenities at Redwood Rd. & 4100 S. Shopping Ctr.	3	Add bike racks at the shopping center at Redwood Rd. and 4100 S.	WVC	1.7	
Intersection Crossing Enhancements						
5	3575 S. Trailhead Access Recommendations	1	At 3500 S. and 5600 W. install painted or built curb bulb-outs at intersection and add pedestrian scale lighting	UDOT/WVC	2.5	1,400
5	3575 S. Trailhead Access Recommendations	1	At Meadow Breeze Way and 3500 S. tighten vehicle turn radii and install high visibility crosswalk and overhead PHB	UDOT/WVC	2.9	1,400
5	3575 S. Trailhead Access Recommendations	1	At Brook Hollow Dr. and 6000 W. install high visibility crosswalks and RRFB	WVC	1.9	500
5	3575 S. Trailhead Access Recommendations	1	At Wending Ln. and 6000 W. install high visibility crosswalks and RRFB	WVC	1.5	500
6	Cilma Dr. Trailhead Access Recommendations	1	At Dixie Dr. and 6000 W. install high visibility crosswalk and RRFB	WVC	1.7	500
7	Vista Havens Trailhead Access Recommendations	1	At Vistas Havens Way and 6000 W. install high visibility crosswalk and "yield" signage	WVC	1.5	500
7	Vista Havens Trailhead Access Recommendations	1	At City Vistas Way and 6000 W. install high visibility crosswalk and "yield" signage	WVC	1.5	500
8	4800 W. & 4415 S. Trailhead Access Recommendations	1	At 4290 S. and 4800 W. install high visibility crosswalk and "yield" signage	WVC	1.9	10,000
8	4800 W. & 4415 S. Trailhead Access Recommendations	1	At Valley View Dr. and 4800 W. install high visibility crosswalk and "yield" signage	WVC	1.9	10,000
8	4800 W. & 4415 S. Trailhead Access Recommendations	1	At 4415 S. and 4800 W. install high visibility crosswalk and RRFB	WVC	2.6	10,000
8	4800 W. & 4415 S. Trailhead Access Recommendations	1	At Westpoint Dr. and 4800 W. install high visibility crosswalk and "yield" signage	WVC	2.0	10,000
9	5600 W. & 4100 S. Trailhead Access Recommendations	1	At 4360 S. and 5600 W. install high visibility crosswalk and PHB	UDOT	1.7	20,000
9	5600 W. & 4100 S. Trailhead Access Recommendations	1	At 5600 W. and 4100 S. install painted or built curb bulb-outs and pedestrian scale lighting at intersection	UDOT	2.4	20,000

POINT PROJECT RECOMMENDATIONS

#	Project Name	Tier	Description	Responsibility	Prioritization Score	AADT (2017)
10	4545 S. Charles Dr. Trailhead Access Recommendations	1	At Charles Dr. and Losee Dr. install high visibility crosswalk and "yield" signage	WVC	1.6	500
10	4545 S. Charles Dr. Trailhead Access Recommendations	1	At Dartmouth Dr. and Rutgers Ave install high visibility crosswalk and "yield" signage	WVC	1.6	500
10	4545 S. Charles Dr. Trailhead Access Recommendations	1	At Dartmouth Dr. and trailhead install high visibility crosswalk and RRFB	WVC	1.6	500
30	3500 S. & 1950 W. Crossing Enhancements	2	Add pedestrian scale lighting at the intersection	UDOT	2.2	34,000
30	3500 S. & 1950 W. Crossing Enhancements	2	Add pedestrian scale lighting at the intersection	UDOT	2.2	34,000
33	3650 S. & Market Street Crossing Enhancements	2	Add pedestrian scale lighting, high visibility crosswalk and RRFB	WVC	2.3	
37	3900 S. Crossing Enhancements	2	Add PHB and high visibility crosswalk at high use transit use location	WVC	2.3	33,000
39	4100 S. & 4900 W. Crossing Enhancements	2	Add PHB and high visibility crosswalk to shorten the distances between crosswalks at a area with recorded pedestrian fatalities	WVC	2.0	23,000
43	4400 W. & 3335 S. Crossing Enhancements	2	Install high visibility crosswalk and RRFB	WVC	3.0	500
45	3800 S. & Bangerter Crossing	3	Work with UDOT and local partners to create an AT crossing of Bangerter Highway at 3800 S.	UDOT/WVC	2.6	60,000
57	Bike & Pedestrian Crossing at 3100 S. & Bangerter	3	Bike and pedestrian crossing enhancements	UDOT	2.7	58,000
58	Bike & Pedestrian Crossing at 4100 S. & Bangerter	3	Bike and pedestrian crossing enhancements	UDOT	2.7	58,000
59	Bike & Pedestrian Crossing at 4700 S. & Bangerter	3	Bike and pedestrian crossing enhancements	UDOT	2.8	33,000
	Wayfinding					
26	Wayfinding to Jordan River Parkway Trail	2	Add Wayfinding to access the Jordan River Parkway Trail	WVC	2.5	
38	Wayfinding to Station Amenities	2	Add wayfinding surrounding station platform to bike amenities	UTA	2.0	
42	Wayfinding to Jordan River Parkway Trail	2	Add wayfinding from the station platform to the Jordan River Parkway Trail	UTA	2.0	

4.2 PROGRAM RECOMMENDATIONS

The project team developed several program recommendations to assist in education, encouragement and evaluation efforts supporting active transportation throughout West Valley City. Improvements to and continued support of education, encouragement, and evaluation strategies are critical to increasing the number of bicycle and pedestrian trips and safety of active transportation users. These programs help ensure more residents know about new and improved facilities, learn the skills they need to integrate bicycling and walking into their daily lives, and receive positive reinforcement about their integration of active transportation. The idea is to have the programs market the idea of bicycling and walking to residents. These programs have been developed specifically to address the needs discovered through the existing conditions analysis.

4.2.1 EDUCATION

West Valley City should continue growing the existing education campaigns already occurring in the city, including the Bike Utah Youth BEST program at local schools, and the Bicycle Safety Rodeos. The City should look for opportunities to increase both those programs. For the BEST program, the City should work with additional schools where the program is not currently serving with the goal of increasing the number of new schools to the program. For the Bicycle Safety Rodeos, the City should attempt to incorporate them into additional events, to broaden the reach.

A new program education recommendation is to develop an education campaign on the topic of micromobility. While micromobility devices have the potential to be an asset to West Valley City by providing residents with additional modes of active transportation, without proper management they can create consternation among pedestrians, business owners and vehicle drivers. Since there are still relatively few devices within the City, there is an opportunity to get ahead. The City should work with UDOT and Salt Lake City to develop its own micromobility ordinance, which can help set regulations on things like device number caps, sidewalk riding policies, and parking policies. Once the ordinance is in place, the city should find opportunities to educate residents on the regulations established in the ordinance. UDOT and Salt Lake City have already developed informational materials on micromobility that they would likely share with West Valley City.

4.2.2 ENCOURAGEMENT

There are three programs in the encouragement category that would be good candidates in West Valley City.

Facilities Map

Facility maps are a great resource to promote awareness and to encourage people to utilize available facilities. West Valley City should consider creating a West Valley City specific active transportation facilities map so residents understand where the active transportation facilities are, in relationship to their home or work. They may be surprised with how close some facilities are!



Figure 29. Salt Lake City and County Bikeway Map. Source: Salt Lake City website

Bicycle Valet Program



Figure 30. Valet bike parking operated by the Salt Lake City Bicycle Collective. Photo source: Salt Lake City Bicycle Collective website

Providing convenient, secure bicycle parking at large events can make bicycling to an event a more attractive option. Arenas, parks, and gathering places often do not have the bike parking capacity to accommodate very large crowds. An example

of this could be specific and appropriate events at the Maverick Center or Utah Cultural Celebration Center. Temporary facilities, such as corrals or mobile racks, can be brought on site to meet the demand. This type of service can also prevent damage to non-parking facilities, such as trees and handrails that bicyclists use when appropriate facilities are lacking. Temporary bike parking can be staffed or used with standard locks to ensure security. The City could work with the Salt Lake City Bicycle Collective for this service. The Collective offers this service for a charge, but also provides all the necessary equipment and racks.

Walking or Riding School Buses



Figure 31. A "walking school bus" accompanied by Utah's Governor Gary Herbert. Photo credit: UDOT

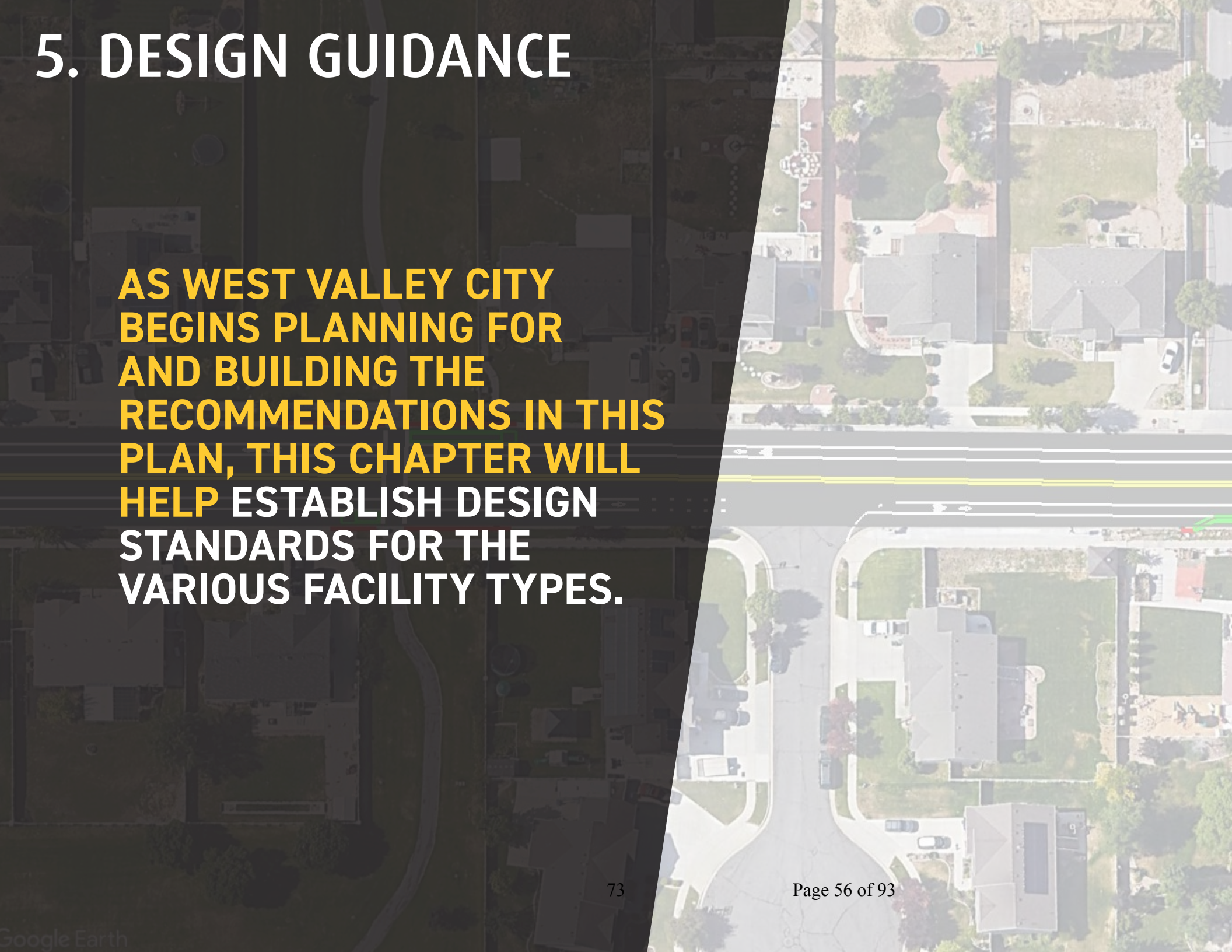
A walking/riding school bus is a group of children who are accompanied by one or more adults walking or riding together to school. Students meet the 'bus' along a predetermined route or at designated locations at specified times. Walking school buses can be informal arrangements between neighbors with children attending the same school or official school-wide endeavors with trained volunteers. To start a program like this, West Valley City could reach out to the schools that are already participating in the Youth BEST program to see if they would be interested since some of their students have had recent exposure to cycling through the BEST program.

4.2.3 EVALUATION

One way to determine this Plan's success at increasing bicycling and walking rates and associated safety is to establish an annual data collection program. At a minimum, this program should tally the number of bicyclists and pedestrians at key locations around the community – for example along the Mountain View Corridor Trail, and at the Fairbourne Station area. The same locations should be counted in the same way annually. If major bikeway or greenway infrastructure projects are planned, baseline and post-construction user counts can be performed through this coordinated annual count process for the added benefit of understanding the project effect on riding. This will provide the City with information about growth of bicycling/pedestrian rates. These counts can be conducted by volunteers. West Valley City planning staff could work with the parks and recreation staff to identify appropriate locations for the counts and establish a program for the counts to occur annually.

5. DESIGN GUIDANCE

AS WEST VALLEY CITY BEGINS PLANNING FOR AND BUILDING THE RECOMMENDATIONS IN THIS PLAN, THIS CHAPTER WILL HELP ESTABLISH DESIGN STANDARDS FOR THE VARIOUS FACILITY TYPES.





5.1 RESOURCES

West Valley City is certainly not starting from the beginning when it comes to designing active transportation facilities. The following list is a compendium of the most recent, and relevant design resources that the City should consult when constructing new facilities in-house. Since url links tend to break overtime, none are provided here. However, all these resources are easily accessible via an internet search. Particularly noteworthy are the comprehensive resources provided by Salt Lake County, specifically the Bikeway Design Guide.

5.1.1 WEST VALLEY CITY POLICIES & PLANS

- West Valley City General Plan, 2015
- Engineering Design Standards
  - Defines typical road cross sections, speeds, sidewalk widths
  - References APWA standards
- Capital Facilities Improvement Plan (3-year timeframe)
- Major Street Plan (20-year timeframe)

5.1.2 REGIONAL

- Salt Lake County Bikeway Design Guide
- Salt Lake County Wayfinding Protocol
- Salt Lake County Active Transportation Implementation Plan
- Salt Lake County Bicycle Best Practice
- Utah Collaborative Active Transportation Study (UCATS)
- UDOT Region 2 Bike Plan
- UTA First/Last Mile Study

5.1.3 STATE

- UDOT Active Transportation Facility Implementation Tool (AT-FIT)
- UDOT 2017 Design Standards & Specifications (incl. Supplemental/Revised standards)
- UDOT Policy 07-117: Inclusion of Active Transportation
- UDOT Policy 06C-27: Marked Pedestrian Crosswalks
- UDOT ADA Transition Plan 2014
- UDOT Safe Routes to School (SRTS)
- UDOT Safe Sidewalk Program
- UDOT Manual on Uniform Traffic Control Devices (MUTCD)

5.1.4 NATIONAL

- Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG)
- Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- A Policy on Geometric Design of Highways and Streets (AASHTO Green Book)
- AASHTO Roadside Design Guide
- FHWA Separated Bike Lane Design Guide
- AASHTO Guide for the Development of Bicycle Facilities, 4th Edition

5.1.5 MAINSTREAM GUIDANCE

- National Association of City Transportation Officials (NACTO) Urban Street Design Guide
- Recommended Design Guidelines to Accommodate Pedestrians and Bicycles at Interchanges: An ITE Proposed Recommended Practice

5.2 CROSS SECTIONS

The cross sections provided here are intended to outline "typicals" that could be used when constructing or striping on-street bicycle facilities.

5.2.1 BIKE LANE

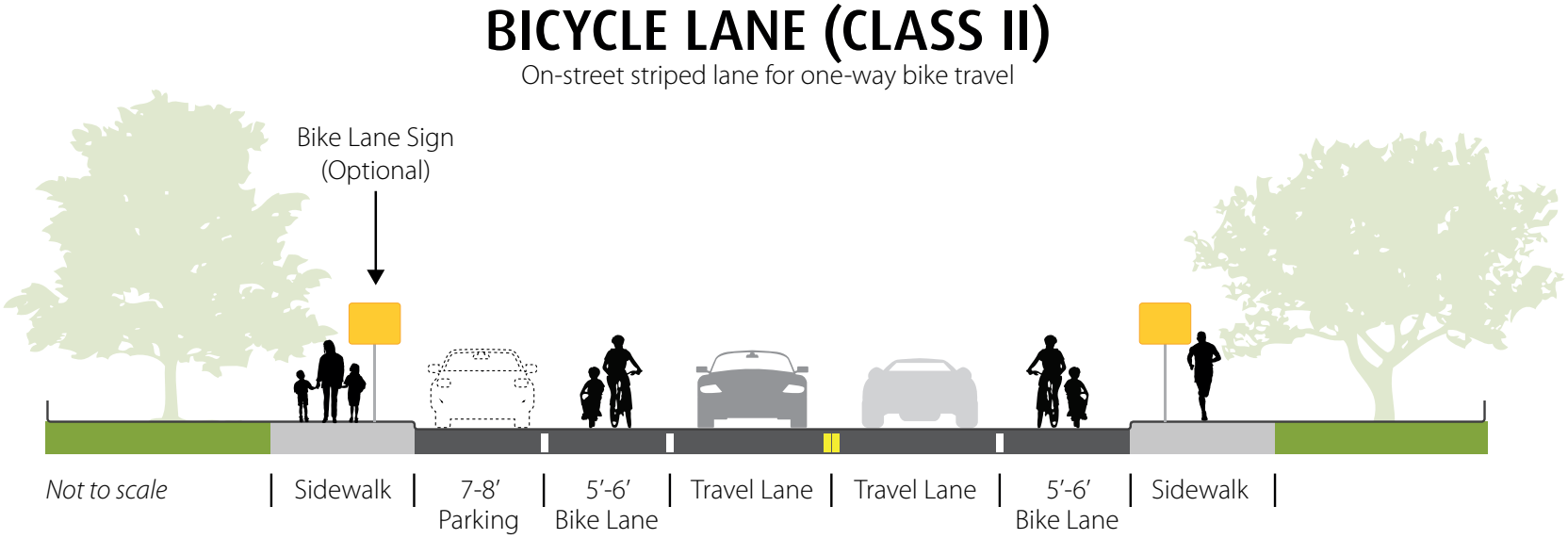


Figure 32. Source: Fehr & Peers

Required Design Guidance (Source: NACTO)

- The desirable bike lane width adjacent to a curbface is six feet. The desirable ridable surface adjacent to a street edge or longitudinal joint is four feet, with a minimum width of three feet. In cities where illegal parking in bike lanes is a concern, five-foot-wide bike lanes may be preferred.
- When placed adjacent to a parking lane, the desirable reach from the curb face to the edge of the bike lane (including the parking lane, bike lane, and optional buffer between them) is 14.5 feet; the absolute minimum reach is 12 feet. A bike lane next to a parking lane shall be at least five feet wide, unless there is a marked buffer between them. Wherever possible, minimize parking lane width in favor of increased bike lane width.
- The desirable bike lane width adjacent to a guardrail or other physical barrier is two feet wider than otherwise in order to provide a minimum shy distance from the barrier.
- Bicycle lane word and/or symbol and arrow markings (MUTCD Figure 9C-3) shall be used to define the bike lane and designate that portion of the street for preferential use by bicyclists.
- Bike lane word, symbol, and/or arrow markings (MUTCD Figure 9C-3) shall be placed outside of the motor vehicle tread path at intersections, driveways, and merging areas in order to minimize wear from the motor vehicle path.
- A solid white lane line marking shall be used to separate motor vehicle travel lanes from the bike lane. Most jurisdictions use a six to eight inch line.
- A through bike lane shall not be positioned to the right of a right turn only lane or to the left of a left turn only lane (MUTCD 9C.04). A bike lane may be positioned to the right of a right turn only lane if split-phase signal timing is used.

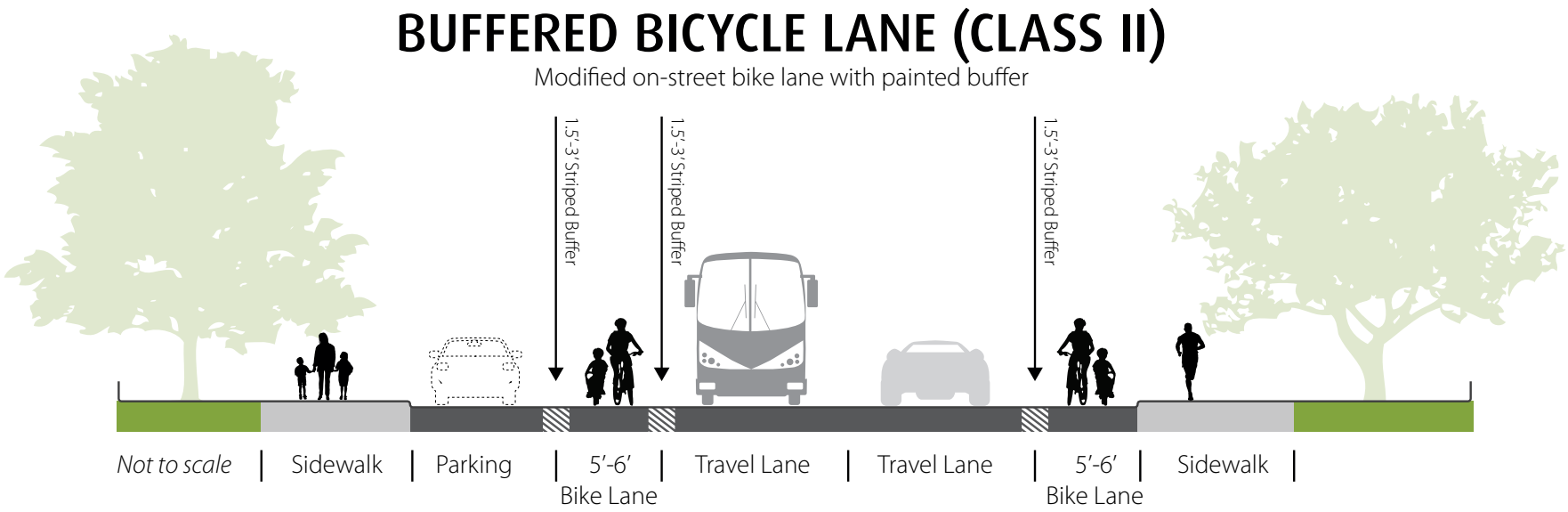


Figure 33. Source: Fehr & Peers

Required Design Guidance (Source: NACTO)

- Bicycle lane word and/or symbol and arrow markings (MUTCD Figure 9C-3) shall be used to define the bike lane and designate that portion of the street for preferential use by bicyclists.
- The buffer shall be marked with two solid white lines. White lines on both edges of the buffer space indicate lanes where crossing is discouraged, though not prohibited. For clarity, consider dashing the buffer boundary where cars are expected to cross at driveways.
- The buffer area shall have interior diagonal cross hatching or chevron markings if three feet in width or wider.

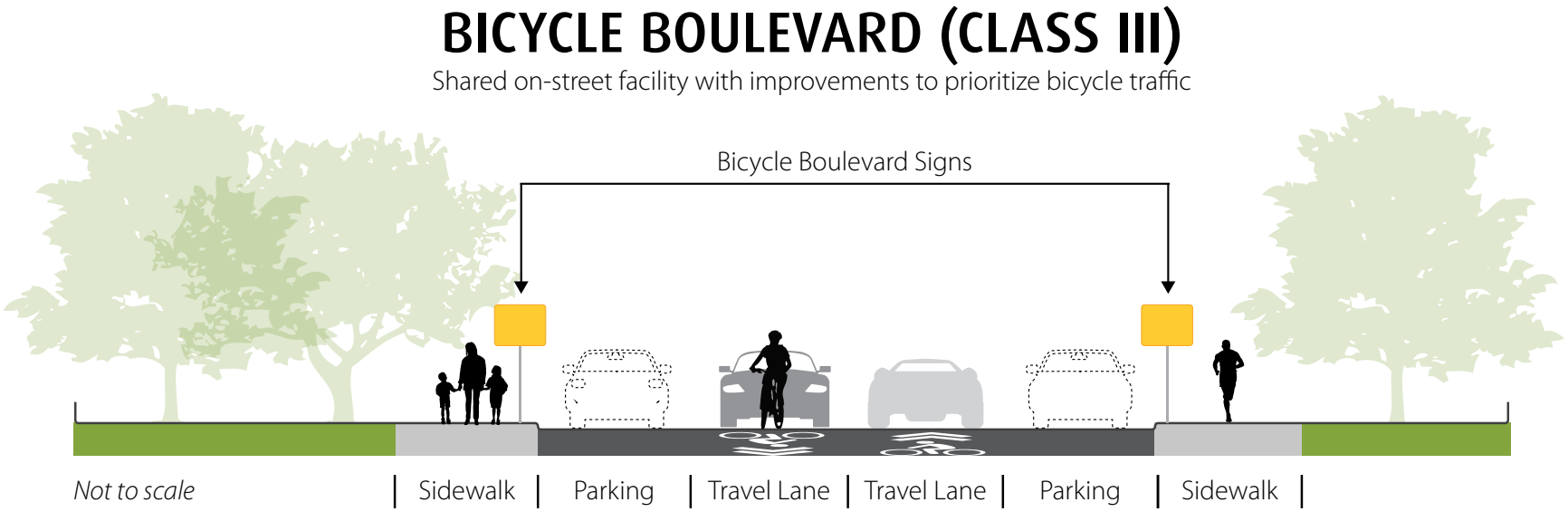


Figure 34. Source: Fehr & Peers

Required Design Guidance (Source: NACTO)

- Bicycle wayfinding signage and pavement markings shall be included on bicycle boulevards. Pavement markings and identification/wayfinding signs provide a strong visual identity for the street and designate the corridor as a bicycle route.
- Where the bicycle boulevard turns or jogs onto another street, signs and/or markings shall be provided to indicate how users can remain on the route.
- Center line stripes (if present) shall be removed or not repainted, except for short sections on intersection approaches that have a stop line or traffic circle. Drivers have an easier time passing bicyclists on roads that do not have centerline stripes. If vehicles cannot easily pass each other using the full width of the street, it is likely that there is too much traffic for the street to be a successful bicycle boulevard.

6. IMPLEMENTATION

GETTING IT BUILT





A key consideration of the West Valley City Active Transportation Plan is implementation. The structure of the evaluation chapter was closely oriented around tiering projects based on their priority for implementation. This chapter outlines the Tier 1 projects – those that have been designed or evaluated in greater detail, in addition to providing information on potential funding opportunities.

6.1 TIER 1 PROJECTS

As previously mentioned, one of the outcomes of the steering committee evaluation, discussed in chapter 3, was confirming a list of Tier 1 projects to be moved forward into conceptual design. All the Tier 1 projects (outlined in Table 4) were evaluated in greater depth and a project "featurette" was created to market the project and make it stand out when competing for funding.

Project Location	Type of Design
3100 South Bicycle Lane Project (7200 West to Bangerter Highway)	Bicycle lane conceptual design and planning level cost
1300 West Bicycle Lane Project (3300 South to Lester Street)	Bicycle lane conceptual design and planning level cost
4100 South Adjacent Neighborhood Byway Facility	Identify alignment of a neighborhood bicycle byway that will serve as an alternative to a facility on 4100 South
3500 South / I-215 underpass	Create conceptual level recommendations for enhanced pedestrian connections through interchange
3200 West & SR-201 underpass	Create conceptual level recommendations for continuing the 3200 West bicycle lane north through the interchange
Mountain View Corridor Trailhead Connections • Vistas Haven Way • Cilma Drive • 3575 South	Recommend active transportation improvements based on best practices within a half mile buffer of the trailheads
Canal Trailhead Connections • 5600 West & 4100 South • Charles Drive & ~4545 South • 4800 West & 4415 South	Recommend active transportation improvements based on best practices within a half mile buffer of the trailheads

Appendix A includes all the materials for the Tier 1 projects. The subsequent pages of this section display the title pages of the featurettes.



1300 West Bike Lane Conceptual Design
4100 South to Redwood Road

West Valley City Active Transportation Plan

Figure 35.


Project Benefits
Identified as Tier One project by project team
Recommended project on the SLC County ATIP plan and WFRC Regional Bike Plan
Project adjacent to:
4 Schools
2 Parks
Conceptual Cost
~$270,000 for 4.3 miles
Plan Goals Achieved
Increase AT facility lane miles
Improve AT user safety
Increase AT usage
SCHOOL
3100 South Bike Lane Conceptual Design
7200 West to 4000 West
West Valley City Active Transportation Plan

Figure 36.

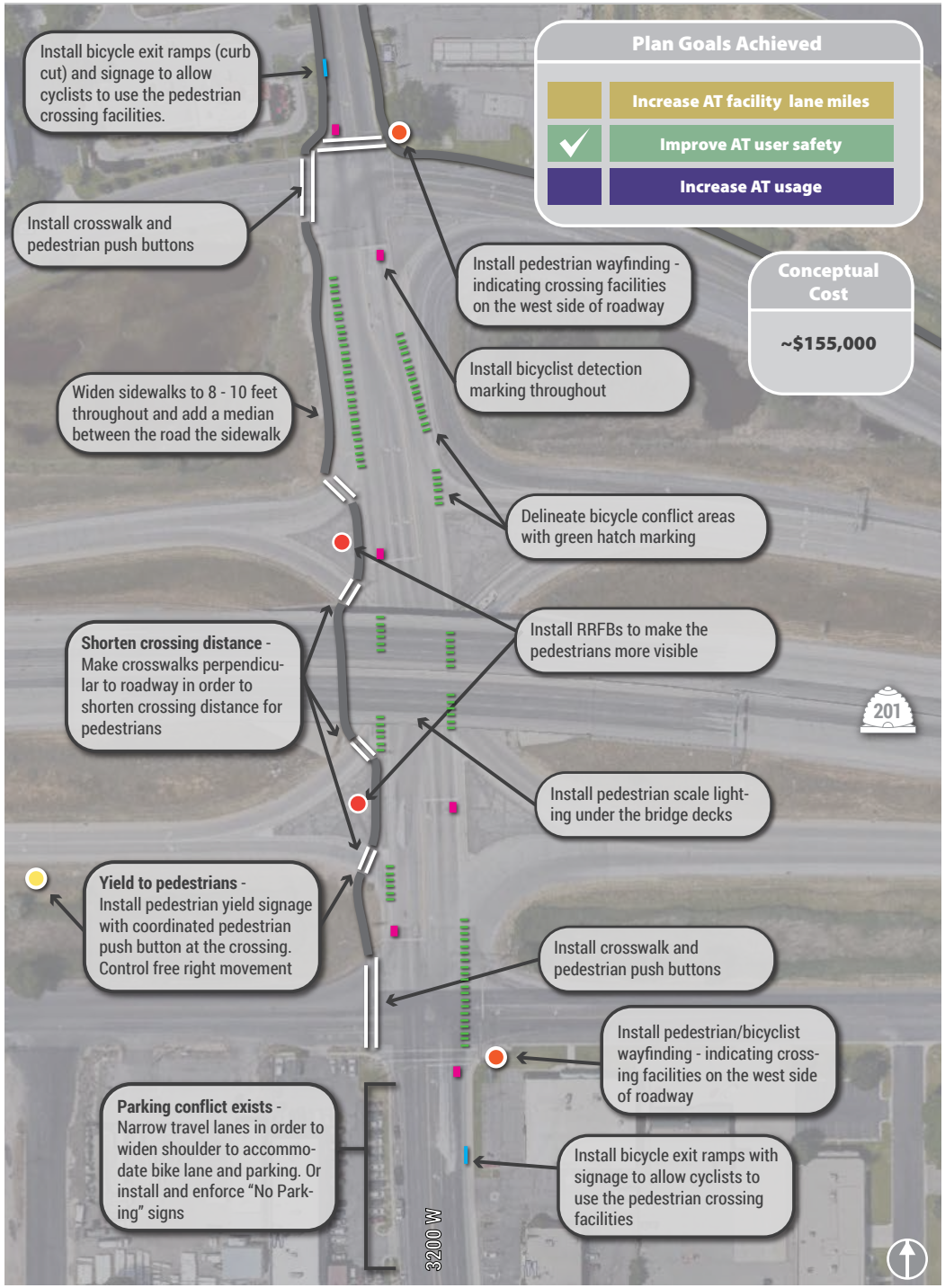

Plan Goals Achieved
Increase AT facility lane miles
Improve AT user safety
Increase AT usage
Conceptual Cost
~$155,000
Install bicycle exit ramps (curb cut) and signage to allow cyclists to use the pedestrian crossing facilities.
Install crosswalk and pedestrian push buttons
Install pedestrian wayfinding - indicating crossing facilities on the west side of roadway
Install bicyclist detection marking throughout
Widen sidewalks to 8 - 10 feet throughout and add a median between the road the sidewalk
Delineate bicycle conflict areas with green hatch marking
Shorten crossing distance - Make crosswalks perpendicular to roadway in order to shorten crossing distance for pedestrians
Install RRFBs to make the pedestrians more visible
201
Install pedestrian scale lighting under the bridge decks
Yield to pedestrians - Install pedestrian yield signage with coordinated pedestrian push button at the crossing. Control free right movement
Install crosswalk and pedestrian push buttons
Install pedestrian/bicyclist wayfinding - indicating crossing facilities on the west side of roadway
Parking conflict exists - Narrow travel lanes in order to widen shoulder to accommodate bike lane and parking. Or install and enforce "No Parking" signs
Install bicycle exit ramps with signage to allow cyclists to use the pedestrian crossing facilities
3200 W

Figure 37.

3500 South and I-215 Interchange
AT Access Recommendations

West Valley City Active Transportation Plan

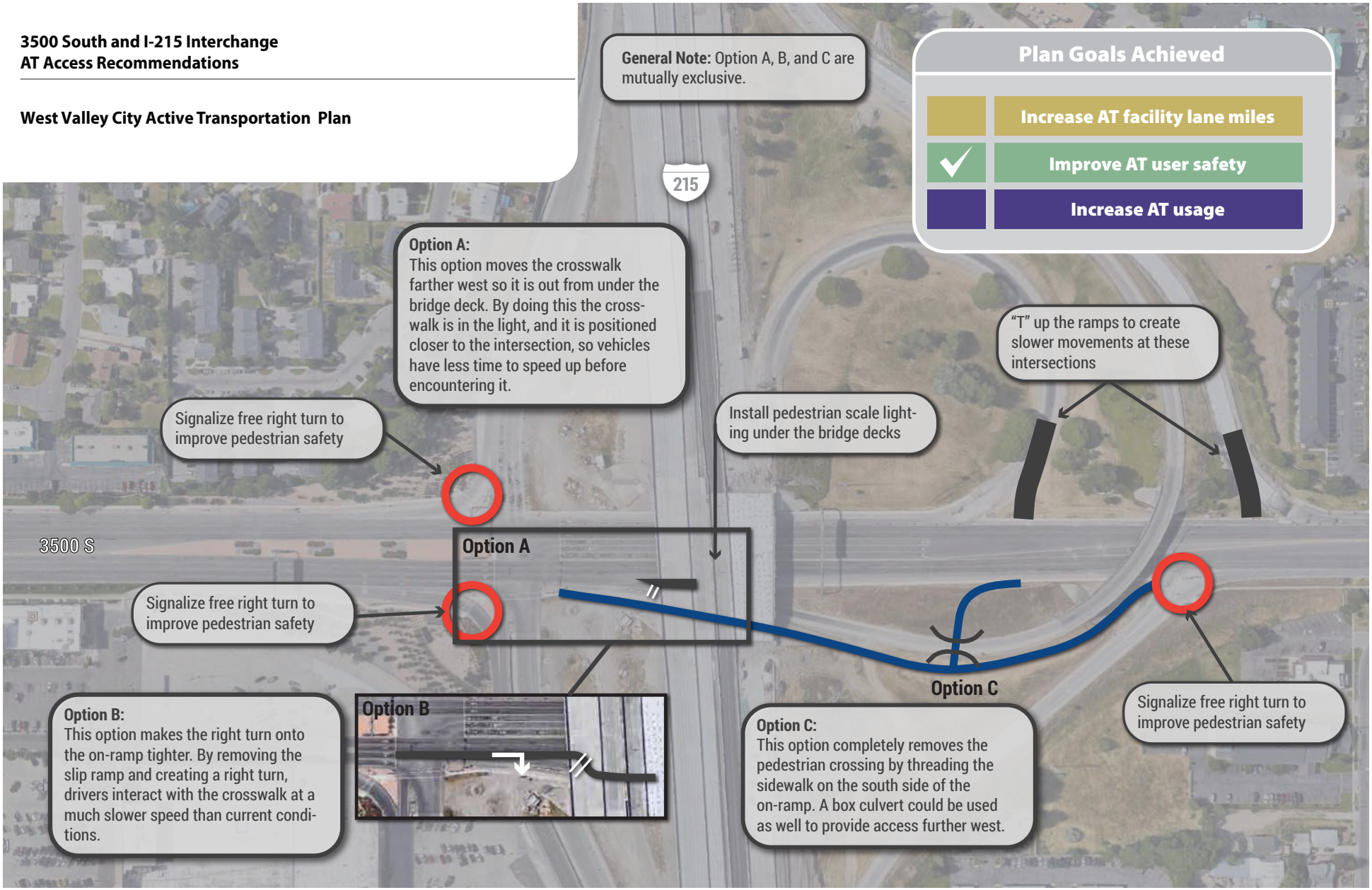
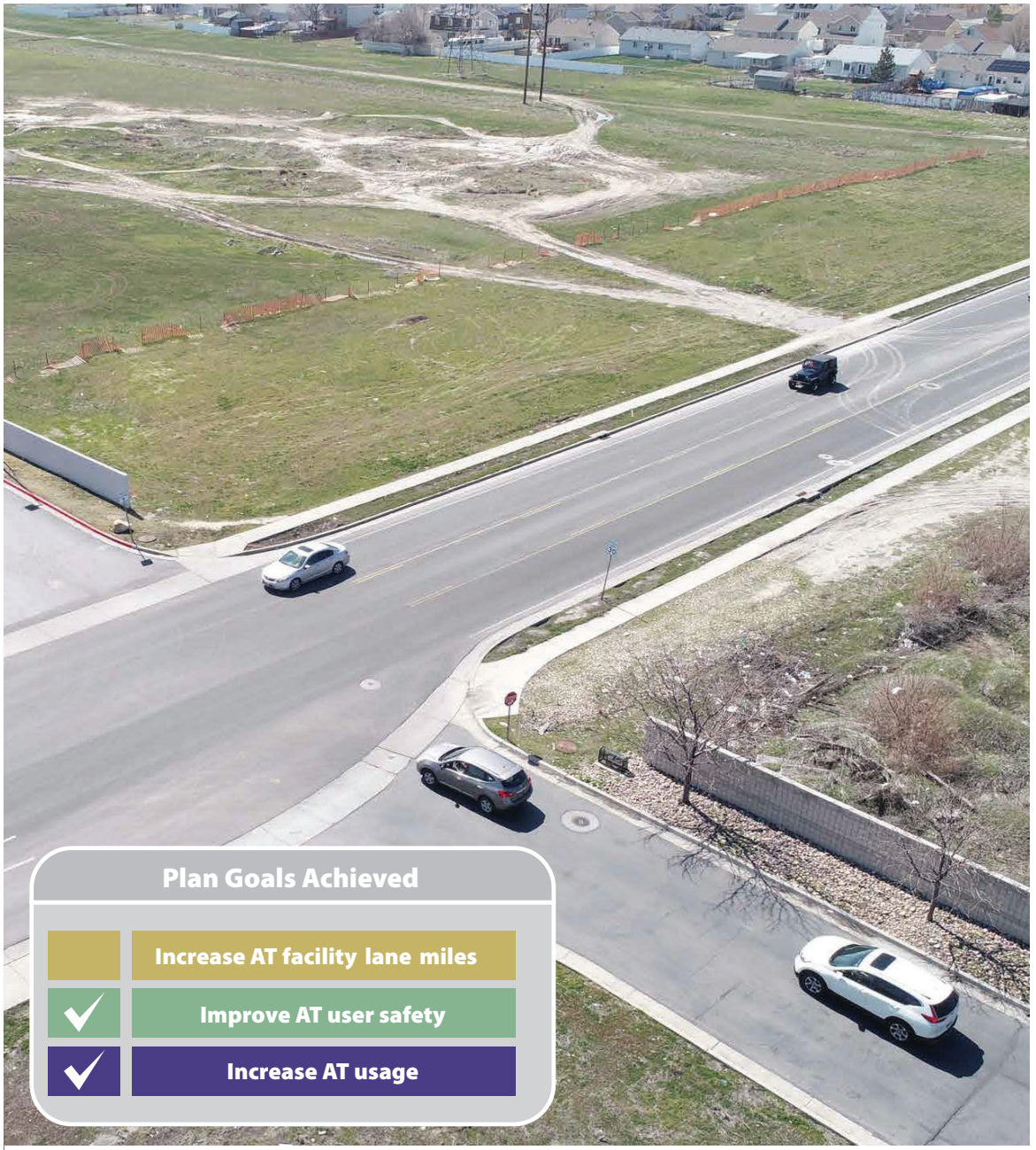


Figure 38.



Trailhead Access Recommendations
Mountain View Corridor & Canal Trails

Figure 39.

6.2 FUNDING DESCRIPTIONS MATRIX

Project Implementation is often contingent on finding external funding. This section identifies available funding resources to pay for active transportation projects in West Valley City and to conclude the plan.

STATE FUNDING

Name	Type	Program Purpose	Eligible Infrastructure	Eligible Non-Infrastructure	Key Project Requirements	Process Timing	Local Match Required	Website	Funding Amount	Status
Transit Transportation Investment Fund (TTIF)	UDOT Planning	This new fund, beginning July 1, 2019, allocates state funding from the fuel tax specifically for public capital transit projects. However, Senate Bill 72 opened this fund up to non-motorized projects as well.	Highway, transit & active transportation projects	Not specified	Any project eligible for TIF funding, with the addtion of active transportation & transit projects	January 6th	40% match from local community	https://www.udot.utah.gov/main/f?p=100:pg:0:::1:T,V:5323,	TIF is currently programmed out through 2024. Approximately $500 million is projected for programming in 2025.	Active
Transportation Alternatives Program (TAP)	WFRC	Funds the construction & planning of bicycle & pedestrian facilities.	Active transportation projects in the WFRC boundary	Can be used for planning & design of projects	Funds may be used for construction, planning, and design of on-road & off-road trail facilities for pedestrians, bicyclists, & other non-motorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian & bicycle signals, traffic calming techniques, lighting & other safety-related infrastructure that will provide safe routes for non- motorists.	December 12th	Not specified	https://wfrc.org/programs/transportation-improvement-program/transportation-alternatives-program/	$800,000 -$900,000 every year	Active
County Active Transportation Fund (CATF)	Salt Lake County	To assist with active transportation infrastructure creation.	Assist communities with implementing bikeway improvements & wayfinding within street rights-of-way.	Not specified	Preference for funding will be given to projects identified on the County's Active Transportation Implementation Plan (ATIP).	January 11th	Yes	https://slco.org/planning-transportation/county-active-transportation-fund/	$1,000,000	Active
Recreational Trail Program	Parks & Recreation (Administered by UT State Parks)	Provide grants for non-motorized & motorized trails	Construction & maintenance of trails & facilities, staging areas, trailheads, restroom facilities, trail signing	Acquisition of easements, educational programs to promote safety & environmental protection	Non-motorized & motorized trail implementation	May 1st	50% (cash, in-kind services, volunteer labor, or donations)	http://stateparks.utah.gov/resources/grants/recreational-trails-program/	Depends on federal funding $1,546,233 in Utah	Active

STATE FUNDING

Name	Type	Program Purpose	Eligible Infrastructure	Eligible Non-Infrastructure	Key Project Requirements	Process Timing	Local Match Required	Website	Funding Amount	Status
Land & Water Conservation Fund	Parks & Recreation (Administered by UT State Parks)	Provides federal reimbursement grant program for the acquisition and/or development of public recreation areas	Ball fields, sports courts, spray parks, golf courses, public restrooms, swimming pools, skate parks, walking trails, land acquisition for recreation	Not specified	How well the project relates to the 2009 Utah State Comprehensive Outdoor Recreation Plan (SCORP)	May 1st	0.5	http://stateparks.utah.gov/resources/grants/land-and-water-conservation-fund/	Depends on federal funding for the program	Active
Community Development Block Grants (CDBG)	Community Infrastructure	Provides grants to cities & towns of fewer than 50,000 in population & counties fewer than 200,000 people	Planning, construction & maintenance of public facilities	Not specified	Must attend a workshop in your region	September	None	http://jobs.utah.gov/housing/cdbg	Varies, typically up to $150,000	Active
Safe Routes to School	Transportation (Administered by UDOT)	To faciliate the planning, development, & implementation of projects to improve safety, & reduce traffic, fuel consumption, & air pollution near schools	Qualification is within 2 miles of school: new sidewalks, off-street bike/ped facilities, pavement markings, connections between locations, bike parking facilities, traffic calming, installing school related signs	Education, encouragement, enforcement evaluation	Any public elementary, middle, junior high, or public charter school, or school district, grades k-8. Must conform with schools & have a Student Neighborhood Access Plan (SNAP)	Varies	None	www.udot.utah.gov/main/f?p=100:pg:0::::T,V:1388	Varies according to state allocated funding	Active
Utah Outdoor Recreation Infrastructure	Infrastructure (Adminstered by UT Office of Outdoor Recreation)	The project will enhance recreational opportunities & amenities in Utah's communities	Must be used for the building of infrastructure, not the project planning or the purchase of property. Infrastructure must be open & available to the public.	Not specified	Must offer an economic opportunity for the community with the potential to attract or retain residents and/or increase visitation to region	February 28th	Given as a 50/50 match. Up to 25 percent of total may be an in-kind match.	http://business.utah.gov/programs/office-of-outdoor-recreation/office-of-outdoor-recreation-grant-program/	Various tiered grant sizes available from $20,000 up to $75,000 (Total amount to be given out=$530,000)	Active

STATE FUNDING

Name	Type	Program Purpose	Eligible Infrastructure	Eligible Non-Infrastructure	Key Project Requirements	Process Timing	Local Match Required	Website	Funding Amount	Status
Utah Youth Outdoor Recreation Program	Youth & Recreation (Administered by UT Office of Outdoor Recreation)	The project will increase participation in outdoor recreation among young people	The program must provide outdoor recreation activities for youth (18 & under). Physical activity: The program must have element of fitness/physical activity.	Not specified	The program must provide outdoor recreation activities for youth (18 & under). Physical activity: The program must have element of fitness/physical activity	July 1st through August 11th	Given as a 50/50 match. Up to 25 percent of total may be an in-kind match.	http://business.utah.gov/programs/office-of-outdoor-recreation/office-of-outdoor-recreation-grant-program/	Various tiered grant sizes available from $2500 up to $15,000 (Total amount to be given out=$100,000)	Active
National Park Service Rivers, Trails & Conservation Assistance Program	Planning			Not specified		June 30th		https://www.nps.gov/orgs/rtca/apply.htm	Planning services	Active

FEDERAL TRANSPORTATION FUNDING

Name	Type	Program Purpose	Eligible Infrastructure	Eligible Non-Infrastructure	Key Project Requirements	Process Timing	Local Match Required	Website	Funding Amount	Status
Surface Transportation Block Grant Program (STBG) (under MAP-21)	Trails, Bike lanes, Facilities	Provides flexible funding to best address State & local transportation needs	Bicycle transportation facilities, pedestrian walkways, & recreational trails	Environmental mitigation; noxious weed control; inspection of trails, tunnels, & bridges	Not specified	Varies	Can vary; up to 20%	http://www.fhwa.dot.gov/fastact/factsheets/stbgfs.cfm	Varies depending on federal funding & state allocation $11,163,000,000 in Utah for FY 2016	Active
Transportation Alternatives Program (TAP) (under MAP-21)	Trails, Bike lanes	Provides funds for projects or activities related to surface transportation alternatives	Construction, planning, & design of ped/bike facilities; bike share programs, recreational trails, rail trails, turnouts & overlooks, safe routes to schools	Historic preservation of transportation facilities, vegetation management, environmental mitigation	Not specified	Varies	Can vary; up to 20%	http://www.fhwa.dot.gov/map21/tap.cfm	Varies depending on federal funding & state allocation	Active
Congestion Mitigation & Air Quality (CMAQ)	Trails, Bike lanes	Improving air quality & traffic congestion through transit & ped/bike facilities	Non-recreational bike/ped transportation improvements; projects that reduce air pollution or that shift traffic demand to other transportation modes	Workforce development, training & education activities	Priority for projects proven to reduce PM 2.5 emissions	Varies	Can vary; up to 20%	http://www.fhwa.dot.gov/map21/cmaq.cfm	Varies depending on federal funding & state allocation	Active

7. CONCLUSION

WEST VALLEY CITY IS WELL POSITIONED TO ADD TO ITS EXISTING ACTIVE TRANSPORTATION INFRASTRUCTURE IN A MEANINGFUL WAY. THE CITY ALREADY HAS SOME INCREDIBLE ACTIVE TRANSPORTATION ASSETS INCLUDING:

- **The beloved Jordan River Parkway Trail**
- **The incremental additions to the Mountain View Corridor Trail**
- **Four stations of the UTA TRAX Green Line**
- **A healthy number and assortment of city and county parks**
- **Thriving active transportation program such at the Bike Utah sponsored Youth Best program**

Additionally, West Valley City residents have demonstrated strong support for active transportation as seen throughout this planning process and in previous planning efforts. The time is right to continue advancing active transportation throughout the City.

With population continuing to boom throughout Salt Lake County residents and visitors will now, more than ever, see the benefits of active transportation usage in the forms of cleaner air, safer streets, and higher overall quality of life.

This plan is intended to lay the foundation for a more walk-able and bikeable future for West Valley City for years to come.





WASATCH FRONT REGIONAL COUNCIL

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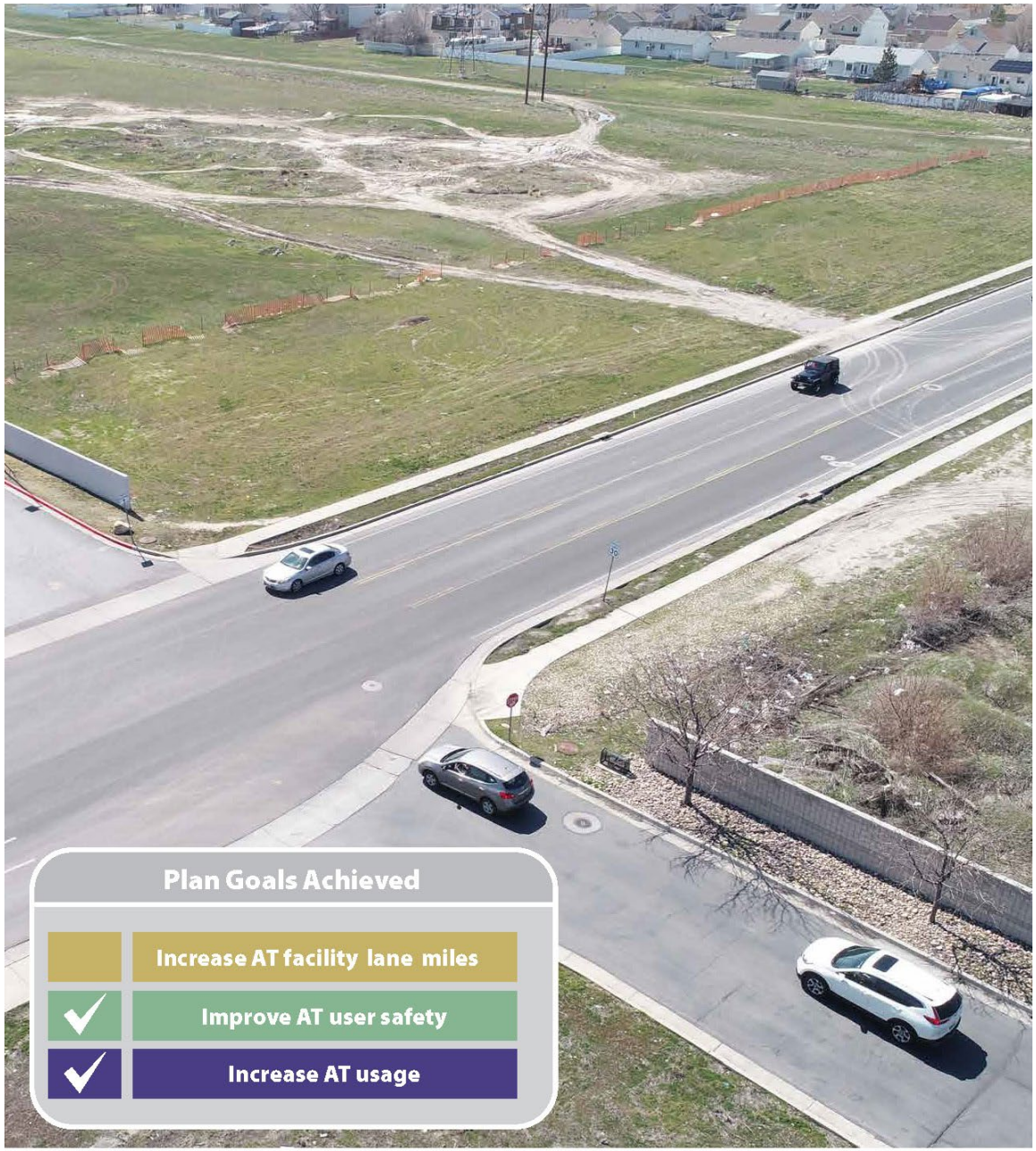
APPENDIX CONTENTS:

Trailhead Recommendations Packet

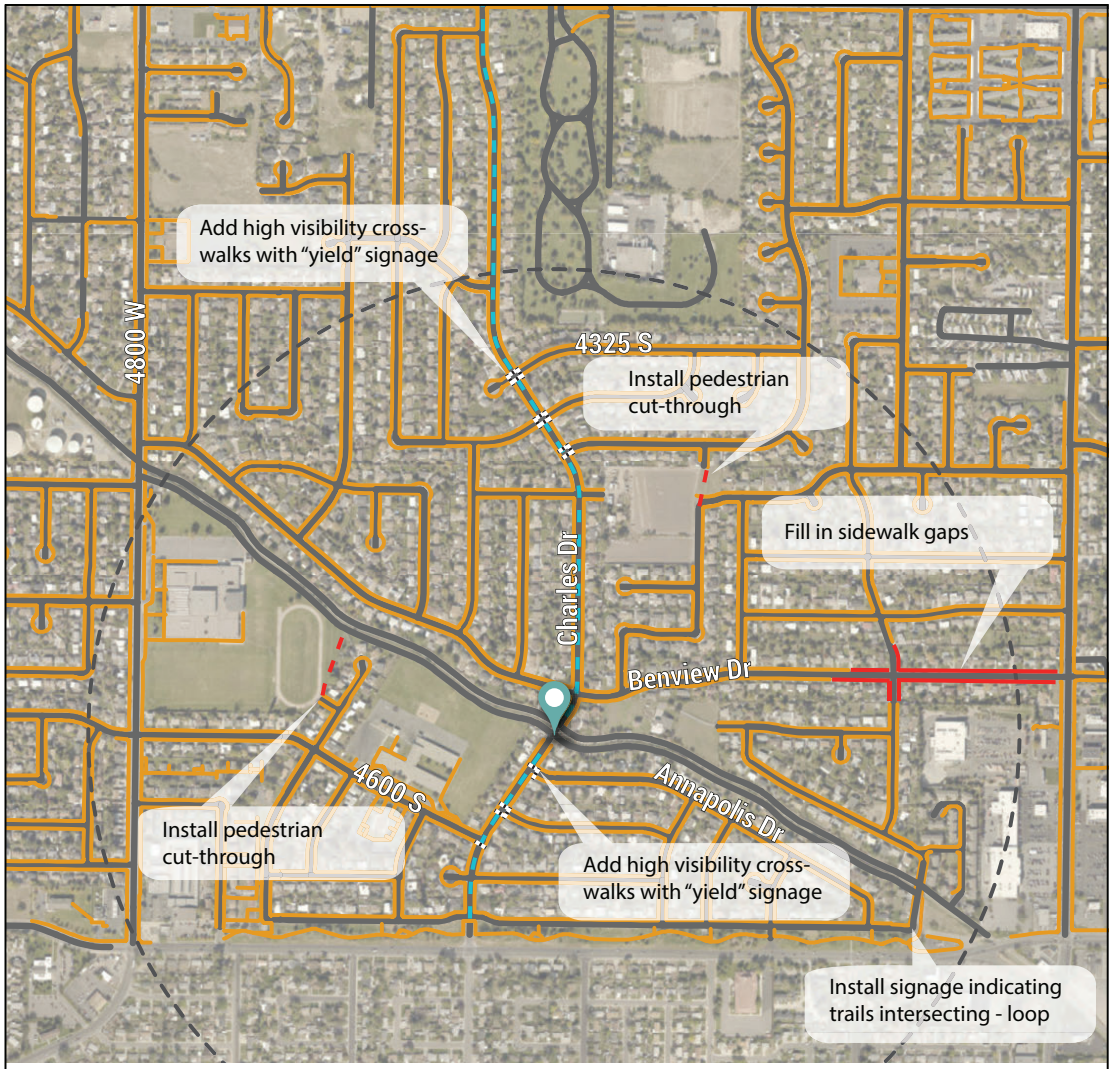
3200 West Interchange Recommendations

3500 South Interchange Recommendations





Trailhead Access Recommendations
Mountain View Corridor & Canal Trails



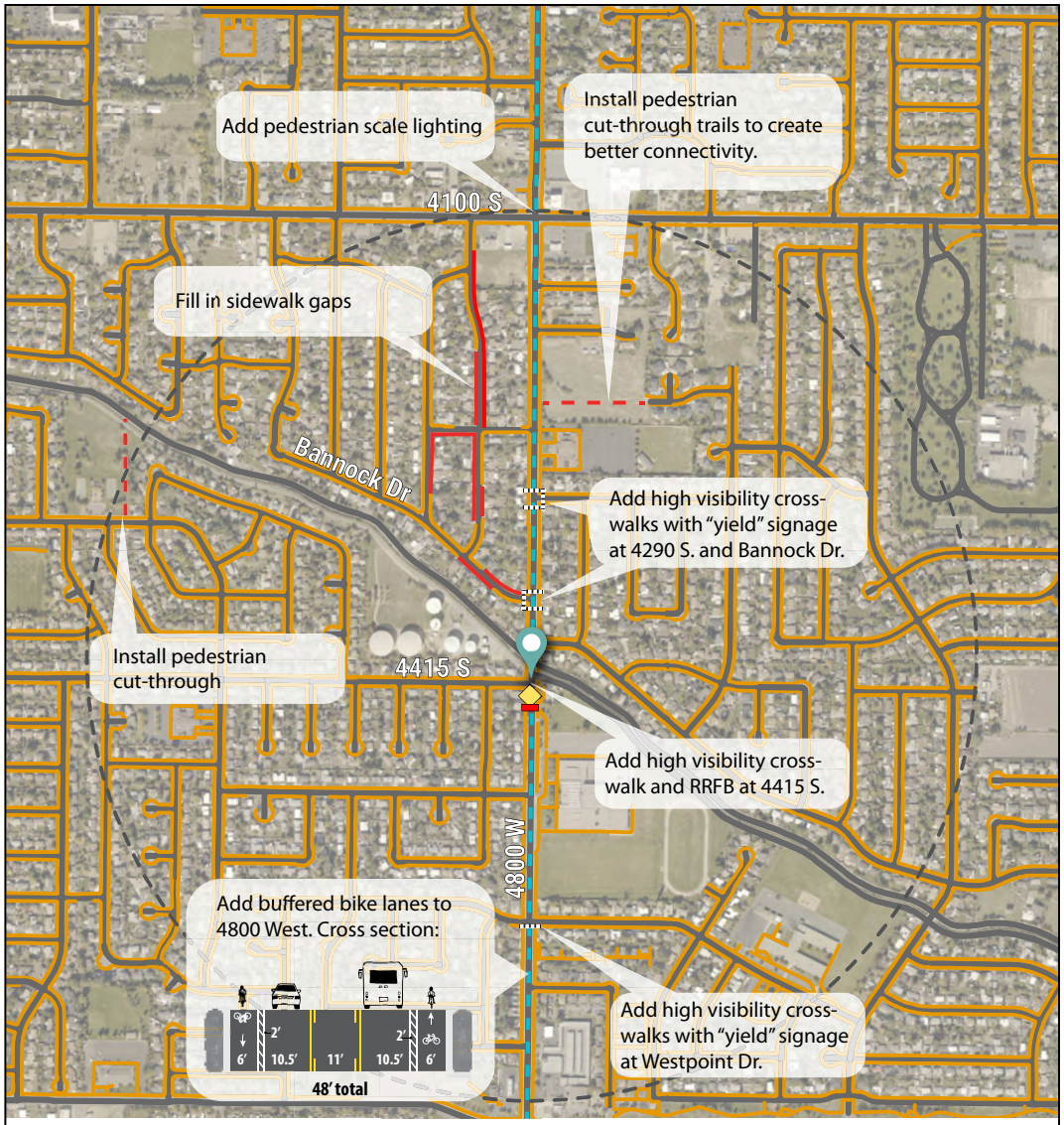
Utah and Salt Lake Canal Trail
4545 S Charles Dr Trailhead Access Recommendations

- Trailhead Access Radius
- Existing Sidewalks
- Recommended Bike Routes
- Recommended Bike Lane
- Recommended New Sidewalks/ Gap Closures
- Recommended New Pathways /Multi-Use Trails
- Trailhead
- Recommended Pedestrian Crossing
- Recommended Pedestrian Hybrid Beacon
- Recommended curb bulb-out



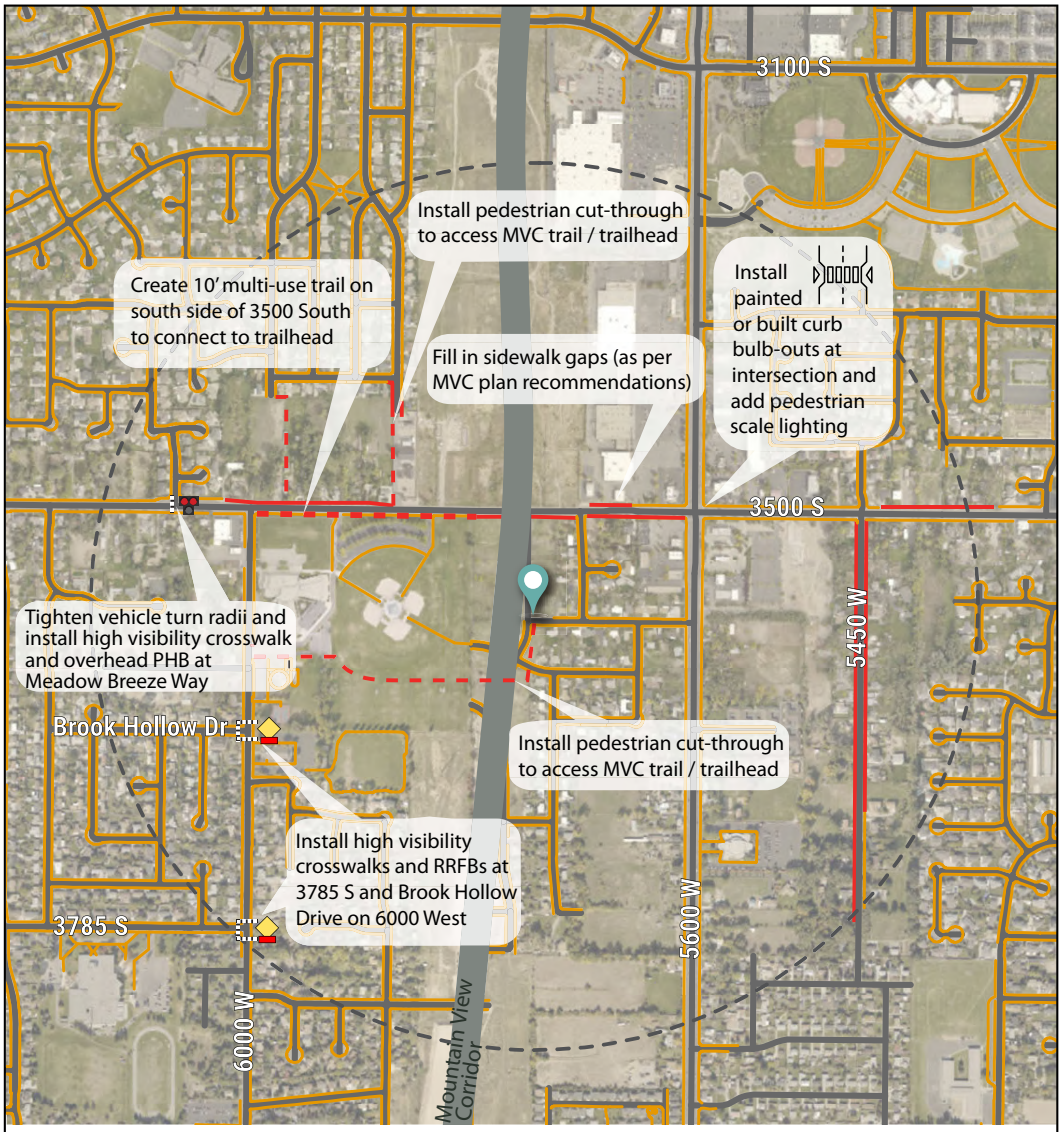
Utah and Salt Lake Canal Trail
5600 W and 4100 S Trailhead Access Recommendations

- Trailhead 1/2 Mile Access Radius
- Existing Sidewalks
- Recommended New Sidewalks/ Gap Closures
- Recommended New Pathways /Multi-Use Trails
- Trailhead
- Recommended Pedestrian Crossing
- Recommended Rectangle Rapid Flash Beacon (RRFB)
- Recommended Pedestrian Hybrid Beacon (PHB)
- Recommended curb bulb-out



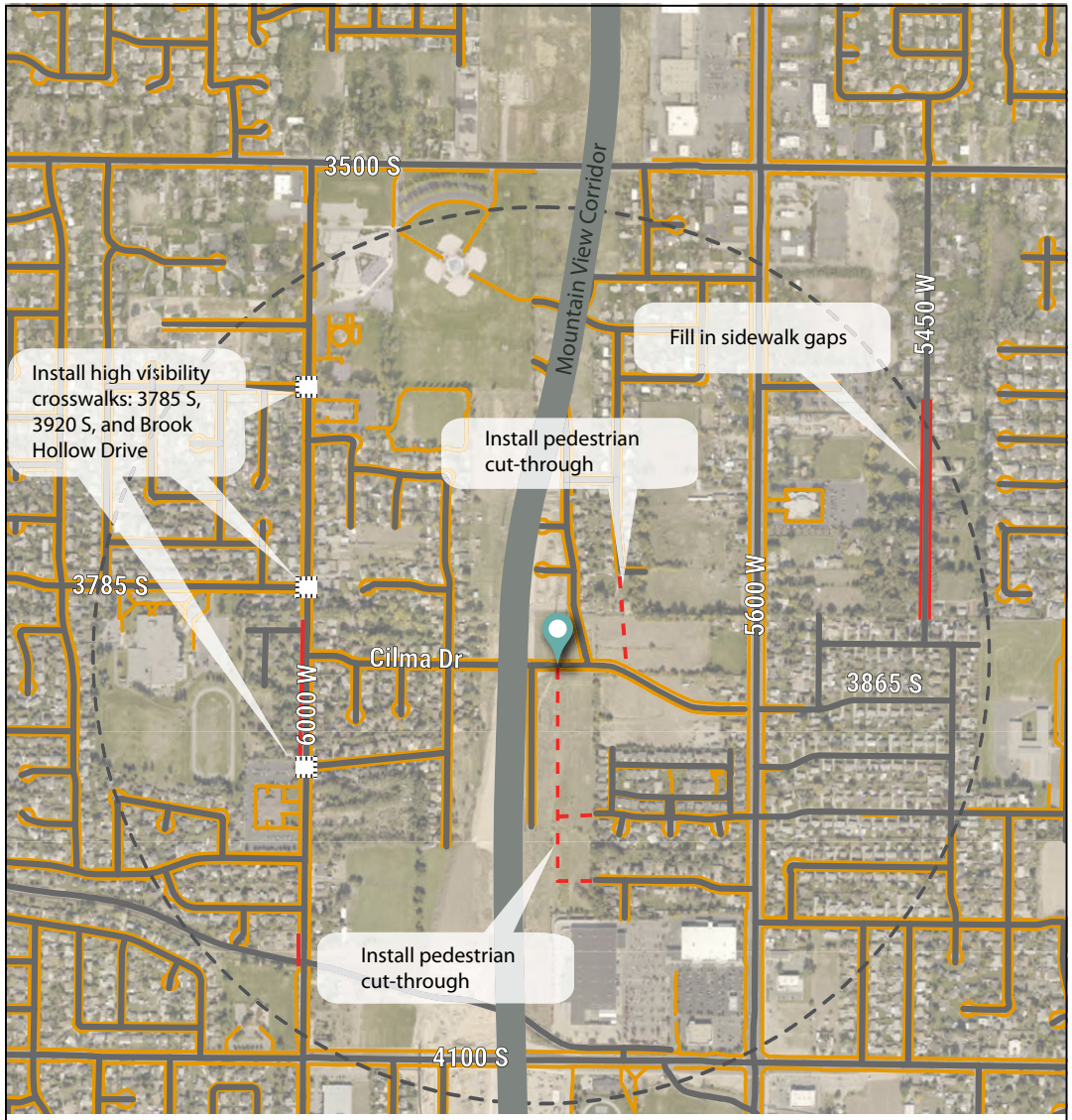
Utah and Salt Lake Canal Trail
4800 W and 4415 S Trailhead Access Recommendations

- Trailhead 1/2 Mile Access Radius
- Existing Sidewalks
- Recommended Bike Routes
- Recommended New Sidewalks/ Gap Closures
- Recommended New Pathways /Multi-Use Trails
- Trailhead
- Recommended Pedestrian Crossing
- Recommended Rectangle Rapid Flash Beacon (RRFB)
- Recommended Pedestrian Hybrid Beacon (PHB)
- Recommended curb bulb-out



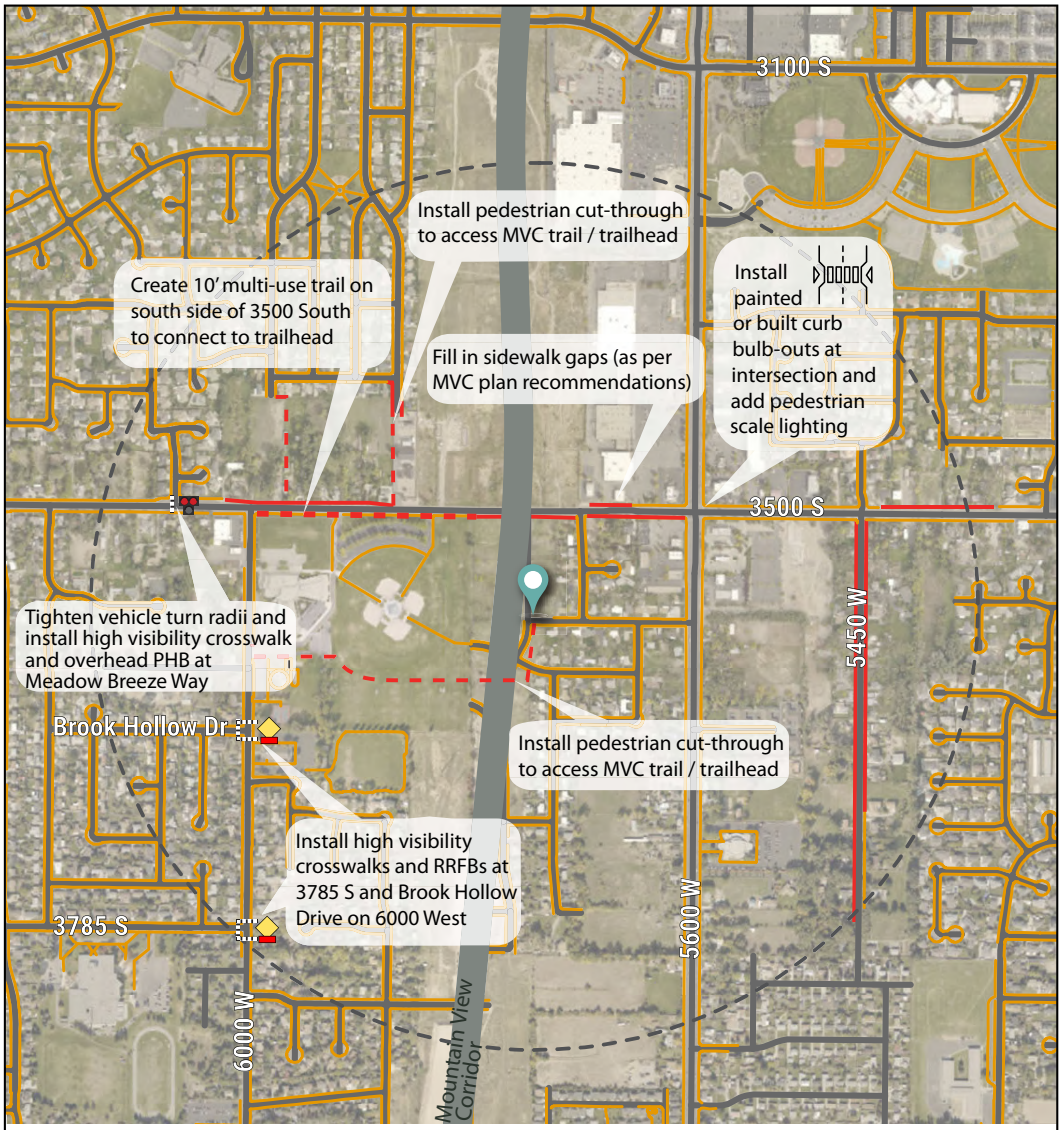
Mountain View Corridor Trail
3575 South Trailhead Access Recommendations

- Trailhead 1/2 Mile Access Radius
- Existing Sidewalks
- Recommended New Sidewalks/ Gap Closures
- Recommended New Pathways /Multi-Use Trails
- Trailhead
- Recommended Pedestrian Crossing
- Recommended Rectangle Rapid Flash Beacon (RRFB)
- Recommended Pedestrian Hybrid Beacon (PHB)
- Recommended curb bulb-out



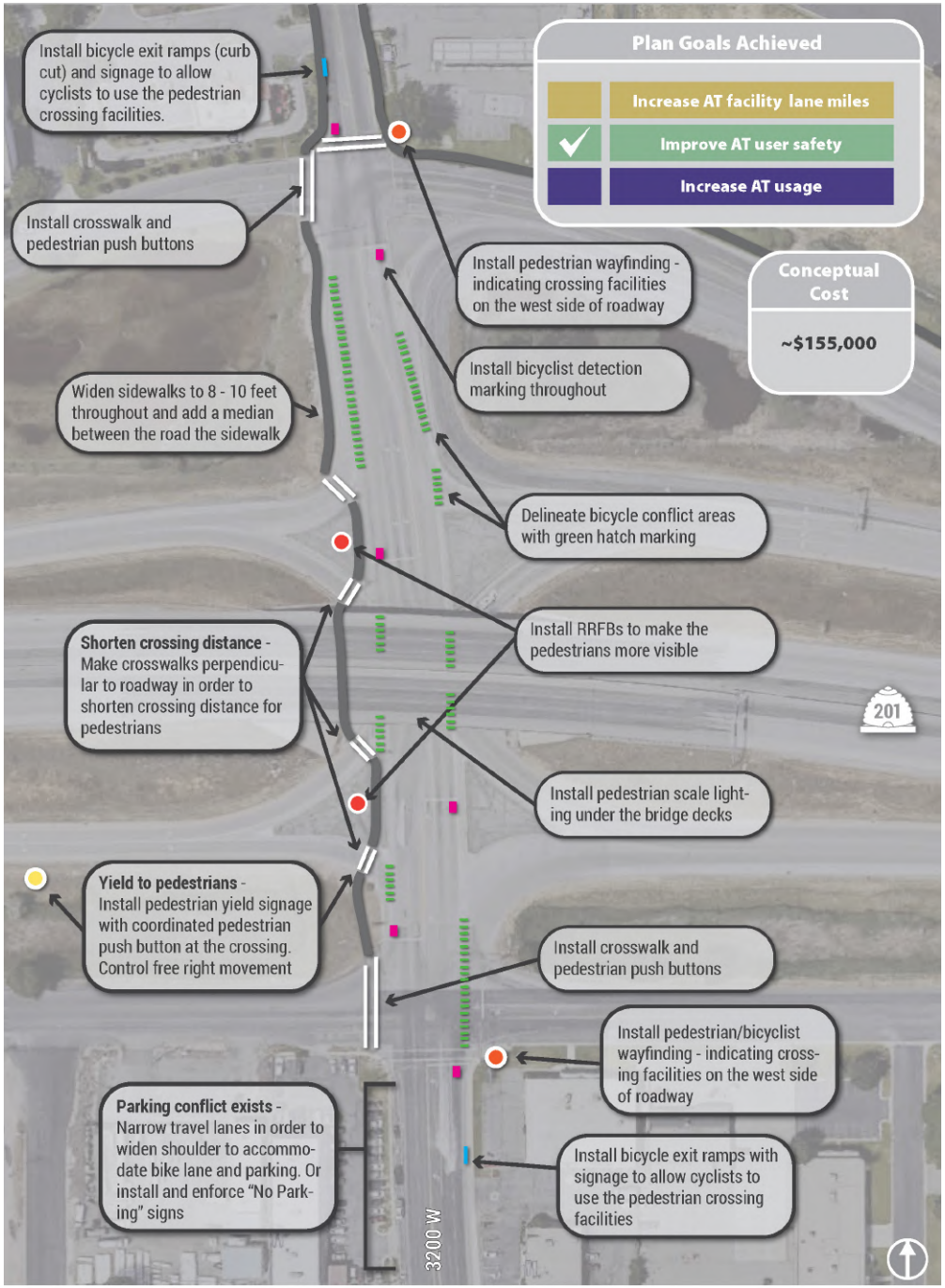
Mountain View Corridor Trail
Cilma Drive Trailhead Access Recommendations

- Trailhead 1/2 Mile Access Radius
- Existing Sidewalks
- Recommended New Sidewalks/ Gap Closures
- Recommended New Pathways /Multi-Use Trails
- Trailhead
- Recommended Pedestrian Crossing
- Recommended Rectangle Rapid Flash Beacon (RRFB)
- Recommended Pedestrian Hybrid Beacon (PHB)
- Recommended Pedestrian Bridge

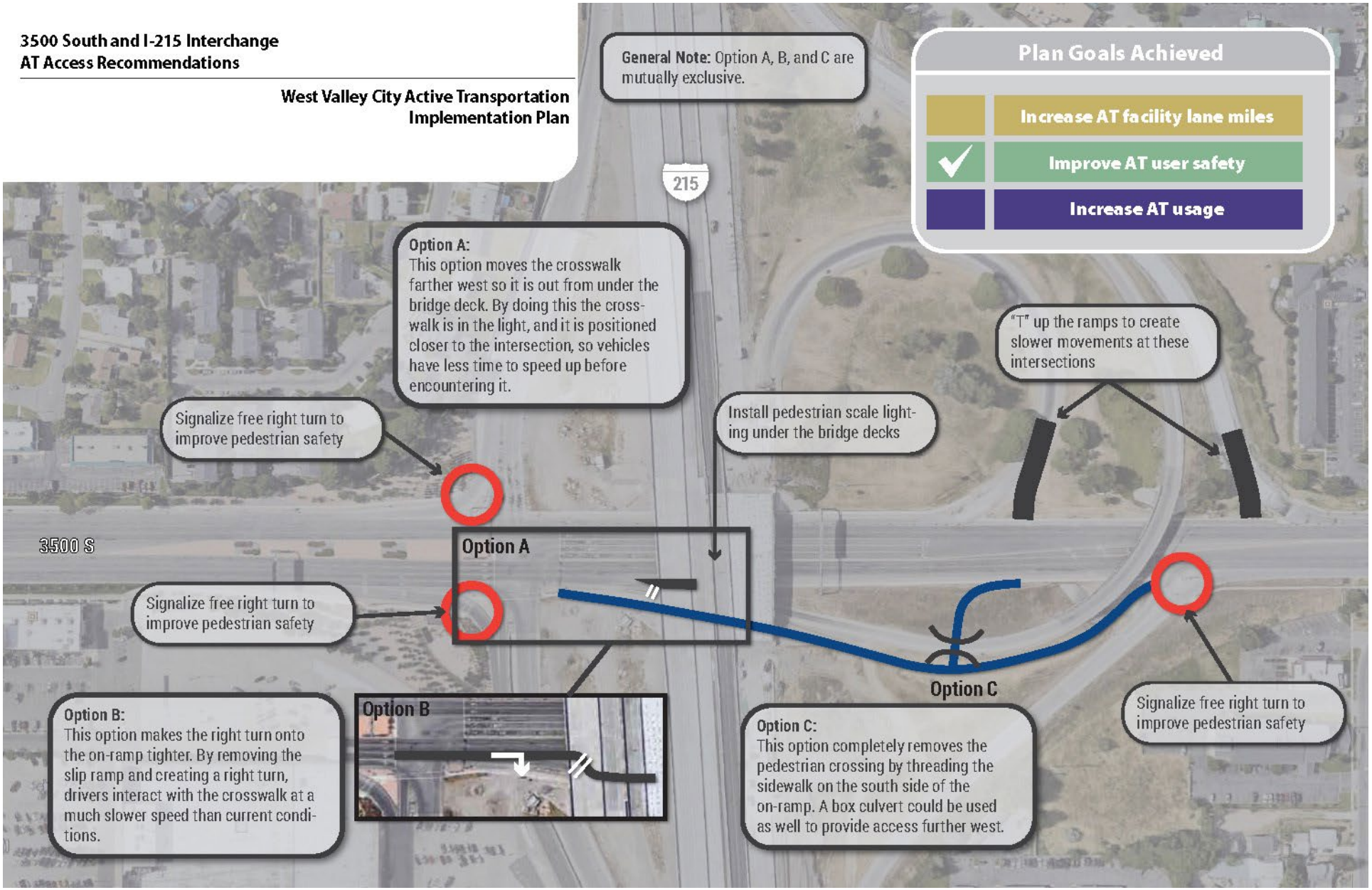


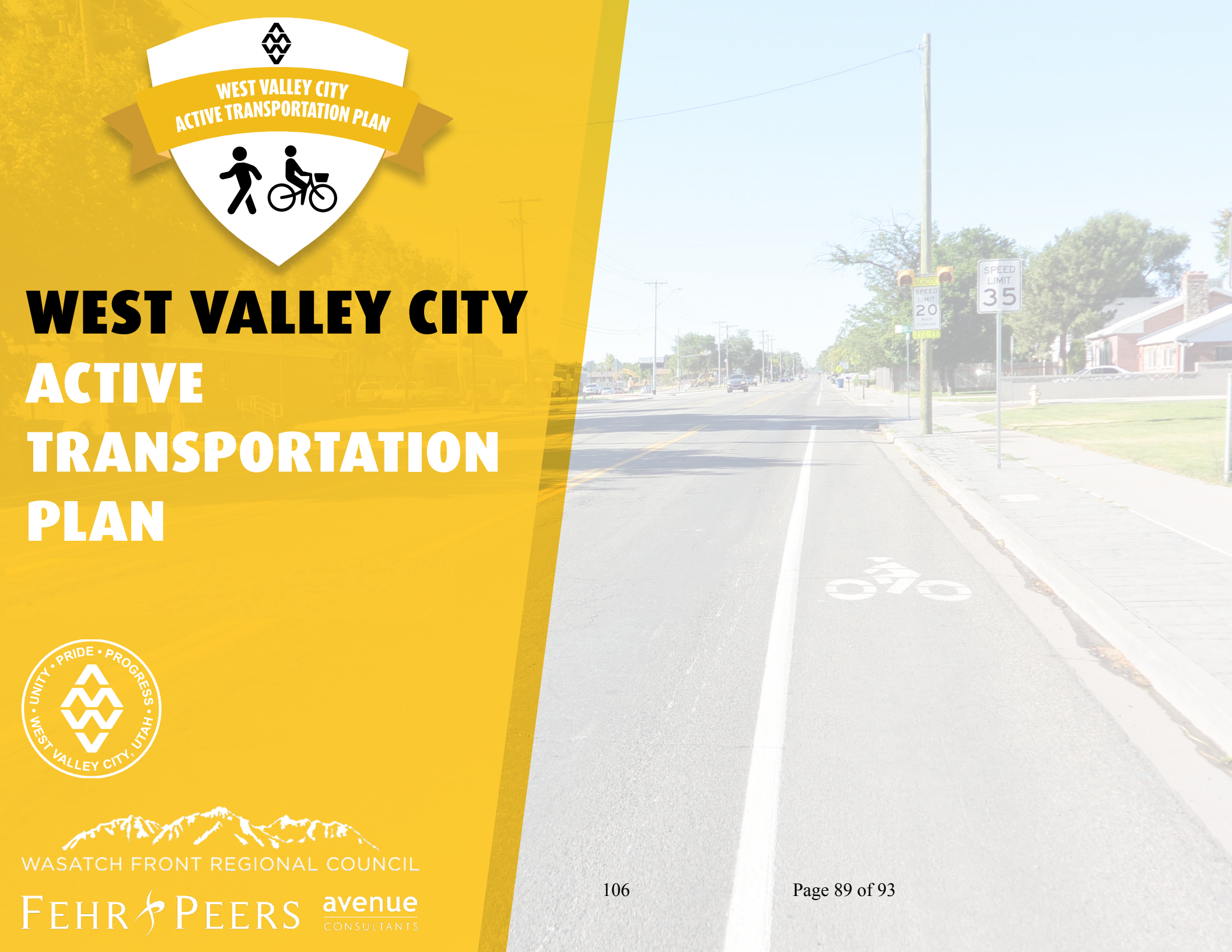
Mountain View Corridor Trail
3575 South Trailhead Access Recommendations

- Trailhead 1/2 Mile Access Radius
- Existing Sidewalks
- Recommended New Sidewalks/ Gap Closures
- Recommended New Pathways /Multi-Use Trails
- Trailhead
- Recommended Pedestrian Crossing
- Recommended Rectangle Rapid Flash Beacon (RRFB)
- Recommended Pedestrian Hybrid Beacon (PHB)
- Recommended curb bulb-out



3200 West and SR-201 Interchange
AT Access Recommendations


3500 South and I-215 Interchange
AT Access Recommendations
West Valley City Active Transportation Implementation Plan
General Note: Option A, B, and C are mutually exclusive.
Plan Goals Achieved
Increase AT facility lane miles
Improve AT user safety
Increase AT usage
215
Option A:
This option moves the crosswalk farther west so it is out from under the bridge deck. By doing this the crosswalk is in the light, and it is positioned closer to the intersection, so vehicles have less time to speed up before encountering it.
"T" up the ramps to create slower movements at these intersections
Signalize free right turn to improve pedestrian safety
Install pedestrian scale lighting under the bridge decks
3500 S
Option A
Signalize free right turn to improve pedestrian safety
Option B
Option B:
This option makes the right turn onto the on-ramp tighter. By removing the slip ramp and creating a right turn, drivers interact with the crosswalk at a much slower speed than current conditions.
Option C
Option C:
This option completely removes the pedestrian crossing by threading the sidewalk on the south side of the on-ramp. A box culvert could be used as well to provide access further west.
Signalize free right turn to improve pedestrian safety



WEST VALLEY CITY ACTIVE TRANSPORTATION PLAN

UNITY • PRIDE • PROGRESS • WEST VALLEY CITY, UTAH

WASATCH FRONT REGIONAL COUNCIL

FEHR & PEERS avenue CONSULTANTS



West Valley City will expand upon its existing network of bike lanes, multi-use trails and sidewalks and promote a convenient, accessible, well-maintained, and integrated active transportation system that provides residents with appealing options for transportation and recreation. This system will help balance the city's multi-modal transportation network by comfortably accommodating users of all abilities and link neighborhoods, TRAX stations, parks, schools, commercial centers, and adjacent communities while improving collective health and air quality.

With an emphasis on implementation and design, this plan will lay the foundation for West Valley City to move forward with construction of the active transportation amenities and will set a vision for integrating biking and walking facilities into the fabric of the transportation system.

THE OVERARCHING PLAN GOALS ARE:



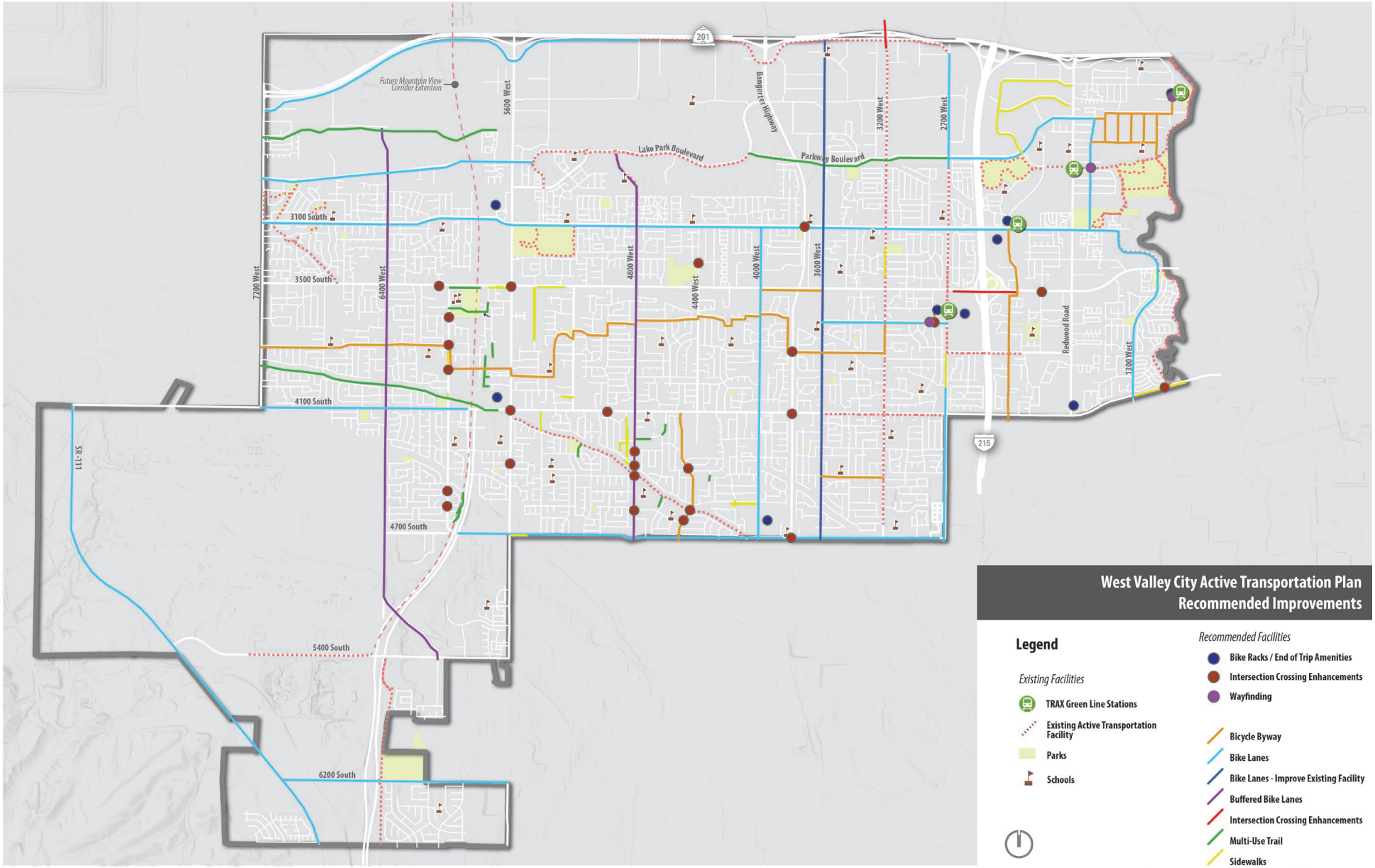
Enhance the safety of active transportation users.



Foster increased active transportation usage throughout the city for all user groups.



Increase the total lane miles of bike lanes and sidewalks.


West Valley City Active Transportation Plan
Recommended Improvements
Legend
Existing Facilities
TRAX Green Line Stations
Existing Active Transportation Facility
Parks
Schools
Recommended Facilities
Bike Racks / End of Trip Amenities
Intersection Crossing Enhancements
Wayfinding
Bicycle Byway
Bike Lanes
Bike Lanes - Improve Existing Facility
Buffered Bike Lanes
Intersection Crossing Enhancements
Multi-Use Trail
Sidewalks
Future Mountain View Corridor Extention
5600 West
Bangerter Highway
3200 West
2700 West
Lake Park Boulevard
Parkway Boulevard
3100 South
3500 South
7200 West
6400 West
4800 West
4400 West
4000 West
3600 West
Redwood Road
1300 West
4100 South
SR-111
4700 South
5400 South
6200 South
201
215
I-80

WEST VALLEY CITY IS WELL POSITIONED TO ADD TO ITS EXISTING ACTIVE TRANSPORTATION INFRASTRUCTURE IN A MEANINGFUL WAY. THE CITY ALREADY HAS SOME INCREDIBLE ACTIVE TRANSPORTATION ASSETS INCLUDING:

- **The beloved Jordan River Parkway Trail**
- **The incremental additions to the Mountain View Corridor Trail**
- **Four stations of the UTA TRAX Green Line**
- **A healthy number and assortment of city and county parks**
- **Thriving active transportation program such at the Bike Utah sponsored Youth Best program**

Additionally, West Valley City residents have demonstrated strong support for active transportation as seen throughout this planning process and in previous planning efforts. The time is right to continue advancing active transportation throughout the City.

With population continuing to boom throughout Salt Lake County residents and visitors will now, more than ever, see the benefits of active transportation usage in the forms of cleaner air, safer streets, and higher overall quality of life.

This plan is intended to lay the foundation for a more walk-able and bikeable future for West Valley City for years to come.

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

Budget Opening Required: ☐

ISSUE:

An ordinance to define and establish standards for outdoor waste management facilities.

SYNOPSIS:

There are two options for this ordinance amendment. Option 1 was the original proposal made by staff to the Planning Commission. This option defines and prohibits outdoor waste management facilities. The term "outdoor waste management facility" is defined as "any outdoor facility that stores, treats or processes liquid waste, sludge or solid waste". Option 1 prohibits outdoor waste management facilities in all commercial and manufacturing zones.

At the request of the Planning Commission, staff also prepared option 2. This option also defines outdoor waste management facilities; however, instead of prohibiting the use, it allows the use as a conditional use in the M (manufacturing) zone subject to a number of use specific regulations. These use specific regulations include separation requirements from residential and high-image arterial streets, screening requirements, a requirement that such uses only be permitted in areas designated for heavy manufacturing in the General Plan and a prohibition on human or animal waste and household garbage.

RECOMMENDATION:

The Planning Commission recommends approval of the zone text change in option 2.

SUBMITTED BY:

Steve Pastorik, Assistant CED Director/Planning Director

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

Draft Date: 9/21/2020

Date Adopted: _____

Date Effective: _____

AN ORDINANCE AMENDING SECTIONS 7-1-103 AND 7-6-301 OF THE WEST VALLEY CITY MUNICIPAL CODE TO AMEND CERTAIN REQUIREMENTS APPLICABLE TO OUTDOOR WASTE MANAGEMENT FACILITIES.

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

WHEREAS, the City desires to amend and enact certain regulations concerning outdoor waste management facilities; and

WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to amend Sections 7-1-103 and 7-6-301 of the West Valley City Municipal Code;

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

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

Section 2. Amendment. Sections 7-1-103 and 7-6-301 of the West Valley City Municipal Code are hereby amended as follows:

7-1-103. DEFINITIONS.

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

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

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

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

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

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

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

(5) "Agricultural Zones" means the A, A-1, and A-2 zones.

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

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

(8) "Alcohol Establishment" means a business involved in the sale, manufacture, or distribution of alcoholic beverages for retail or wholesale purposes, excluding Off-Premises

Beer Retailers.

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

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

(11) "Alteration" means a physical change or addition to a site, Building, or Structure.

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

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

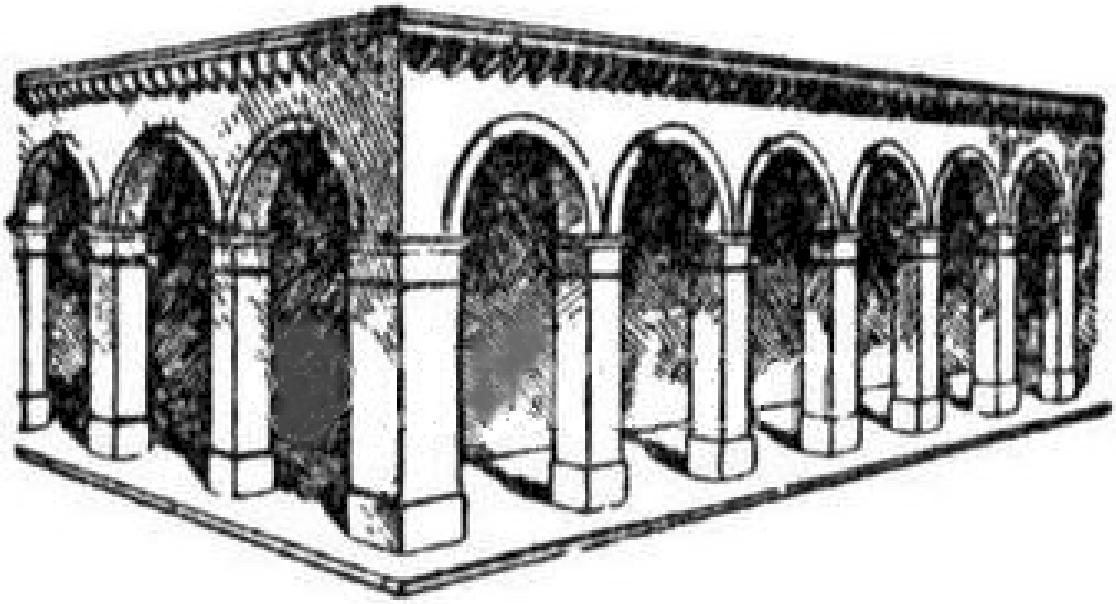
(14) "Animal" means any of a kingdom of living beings differing from plants in capacity for spontaneous movement and rapid motor response to stimulation.

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

(16) "Apartments" means a Building or group of Buildings with five or more rental Dwelling Units per Building. Apartments meet all of the following characteristics: (a) all Dwelling Units are generally unfurnished, (b) a lease is required to stay, and (c) free housekeeping is not provided for Dwelling Units.

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

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



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

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

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

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

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

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

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

(26) "Automobile Sales, New" means the Use of property for the display and sale of new motor vehicles, including related financing services and Automobile Service, and the display

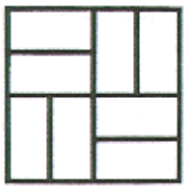
and sale of used motor vehicles.

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

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

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

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



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

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

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

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

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

(36) "Blood Plasma Center" means an establishment where patrons receive compensation for donating blood plasma.

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

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

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

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

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

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

(43) "Building Coverage" means the percentage of a Lot that is or can be covered by Buildings.

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

(45) "Building, Primary" means a principal Building or a Building housing a principal Use on a Lot.

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

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

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

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

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

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

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

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

(54) "City" means West Valley City.

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

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

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

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

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

(60) "Civic Green" means a public open space designed for less intensive foot traffic than a Square with a minimum of 50 percent of unpaved pervious surface, including turf,

groundcover, and mulch.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

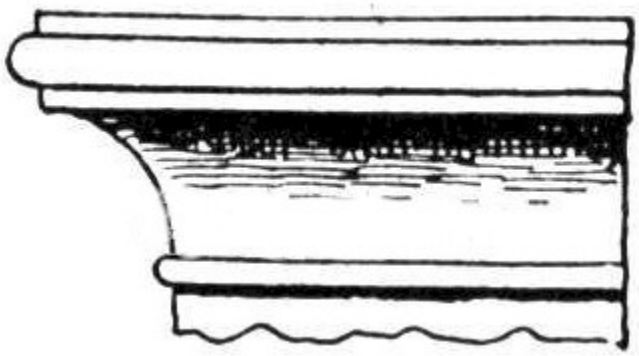
(75) "Condominium" or "Planned Unit Development" means the Ownership of a single unit in a multiunit project together with an undivided interest in the common areas and facilities of the property.

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

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

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

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

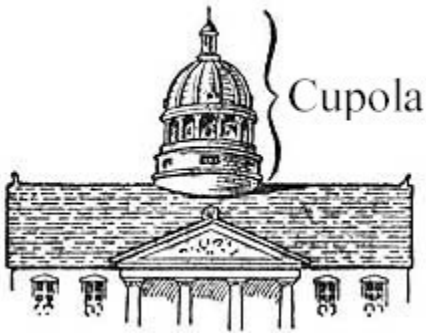


(80) "Courtyard" means an uncovered open space bounded on two or more sides by Buildings.

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

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

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



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

(85) "Decorative Parapet" means an arched, gabled, or stepped Parapet.

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

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

(88) "Density" means the number of Dwelling Units per gross acre of land.

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

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

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

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

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

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

(95) "Entrance" means the location of ingress to a room, Building, or Lot.

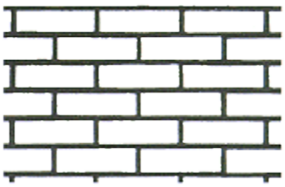
(96) "Exit" means the location of egress from a room, Building, or Lot.

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

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

(99) "Façade" means any face or elevation of a Building.

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



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

a. Foods and beverages are usually served in edible or disposable containers;

b. The consumption of foods and beverages is not restricted to tables, counters, or an immediately adjacent dining patio; or

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

(102) "Fence" means walls, hedges, beams, wood, metal, masonry, vinyl, or plastic Structures constructed to obscure view, prevent trespass, or for ornamental or decorative purposes.

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

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

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

(106) "Fire Department" means the West Valley City Fire Department.

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

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

(109) "Flood Control and Storm Drainage Ordinance" means the West Valley City Flood

Control and Storm Drainage Ordinance as presently adopted and amended in the future.

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

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

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

(113) "Focal Point" means a point of convergence and interest.

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

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

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

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

(118) "Gable Roof" means two pitched roofs back to back forming a triangular roof as illustrated below:



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

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

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

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

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

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

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

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

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

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

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

(126) "Gun Range, Indoor" means a Building with facilities for the firing of firearms.

(127) "Gun Range, Outdoor" means an outdoor facility for the firing of firearms.

(128) "Hardware Store" means a facility with a gross floor area under 30,000 square feet

primarily engaged in the retail sale of hardware, including but not limited to tools, builder's hardware, plumbing and electrical supplies, housewares and household appliances, and paint and glass.

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

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

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

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

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

(134) "Home Improvement Center" means an establishment over 30,000 square feet selling various household goods, tools, and Building materials, household appliances, electronic equipment, household Animal supplies, and nursery products.

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

(136) "Home Preschool" means a preschool program for nonfamily-members in an occupied dwelling by residents of that dwelling.

(137) "Hospital" means an establishment that offers facilities and beds for use beyond a 24-hour period for individuals requiring diagnosis, treatment, or cure for illness, injury, deformity, infirmity, abnormality, disease, or pregnancy and which regularly makes available services including but not limited to clinical laboratory services, diagnostic X-ray services,

and treatment facilities for surgery, obstetrical care, or other medical treatments of similar scope.

(138) "Household Pet" has the meaning set forth in Section 7-2-122.

(139) "Incinerator" means a furnace or similar apparatus for burning waste, trash, or garbage.

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

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

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

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

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

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

(146) "Kennel, Sportsman's" means a Kennel for the keeping of three to five dogs for noncommercial use on a Lot of at least one acre.

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

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

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

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

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

(152) "Lingerie Store" means a retail establishment meeting any of the following criteria:

a. Over five percent of the floor area is devoted to the sale of lingerie, adult novelties, and adult marital or sexual aids;

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

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

(153) "Lodging Facility" means any establishment outside Residential or Agricultural Zones where lodging or overnight accommodations are offered, with or without compensation. Lodging Facilities meet all of the following characteristics: (a) all guest rooms are fully furnished, (b) no lease is required to stay, and (c) free housekeeping is provided for all guest rooms. If any Lodging Facility or other establishment where lodging or overnight accommodations are offered is located in any zone by any governmental entity, nonprofit corporation, or any other actor operating under or pursuant to either a state preemption or a general or limited exemption from any land use or zoning regulations, such Lodging Facility or establishment shall be built in accordance with the standards set forth in Section 7-7-117.

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

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

(156) "Lot, Interior" means a Lot other than a Corner Lot.

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

(158) "Lot Split" means the division of property into two legal Lots.

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

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

(161) "Mansard Roof" means a roof with a steep lower slope and a flatter upper slope on all sides.

(162) "Manufacturer of Alcoholic Products" means the same as set forth in the Alcoholic Beverage Control Act.

(163) "Manufacturing Zones" means the LI and M zones.

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

(165) "Massage Establishment" means any place where Massage or Massage Therapy is practiced for hire.

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

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

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

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

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

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

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

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

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

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

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

(177) "Multiple Unit Dwelling" means a Building arranged or designed to provide for more than four Dwelling Units.

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

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

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

(181) "Neighborhood Grocery" means a retail establishment with 5,000 square feet or less

which sells food and other household products, which does not sell motor fuel, and which is closed between the hours of 10:00 P.M. and 6:00 A.M.

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

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

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

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

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

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

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

(~~188~~189) "Outside Display of Merchandise" means the outside display of goods in conjunction with an approved retail business.

(~~189~~190) "Outside Storage" means the keeping of any goods, materials, or equipment outside of a Building for more than 24 hours, excluding Vehicle Recycling Facilities, Vehicle Storage Yards, Towing and Impound Yards, and Outside Display of Merchandise.

(~~190~~191) "Overpressure" means a sudden increase in air pressure resulting from an explosion traveling at the speed of sound.

(~~191~~192) "Owner" means the Owner in fee simple of real property as shown in the records

of the Salt Lake County Recorder's Office, including both the singular and the plural and including, but not limited to, natural Persons, firms, associations, partnerships, private or public corporations, or any combination thereof.

(~~192~~193) "Package Agency" is as defined in the Alcoholic Beverage Control Act.

(~~193~~194) "Pad Site" means a location for a freestanding Building within a larger Commercial center.

(~~194~~195) "Parapet" means a low wall projecting from the edge of a roof.

(~~195~~196) "Parcel of Land" means a contiguous quantity of land owned by the same Owner.

(~~196~~197) "Parking Lot, Commercial" means an open area, other than a Street, used for parking of five or more automobiles and available for public use, with or without compensation.

(~~197~~198) "Parking Space" means a space within a Building, Lot, or parking lot for the parking or storage of one vehicle.

(~~198~~199) "Parking Structure" means a Building or Structure of more than one level used to store motor vehicles.

(~~199~~200) "Pawnbroker" means any Person who loans money on deposit of personal property or deals in the purchase, exchange, or possession of personal property on condition of selling the same back again to the pledger or depositor, or who loans or advances money on personal property by taking chattel mortgage security thereon and takes or receives such personal property into his possession, and who sells the unredeemed pledges, together with such new merchandise as will facilitate the sale of same, or engages in any substantially similar transaction.

(~~200~~201) "Permanent Cosmetics" means a mark or design made on or under the skin by a process of pricking or ingraining an indelible pigment, dye, or ink in the skin for masking discolorations or cosmetically enhancing facial features which shall follow the natural line of the feature. "Permanent Cosmetics" are limited to eyeliner, eyebrows, and lip coloring procedures.

(~~201~~202) "Permanent Cosmetics Establishment" means an establishment engaging in Permanent Cosmetics licensed in accordance with Title 58, Utah Code Annotated 1953, excluding Tattoo Establishments and Home Occupations.

(~~202~~203) "Permitted Use" means a specific Use authorized in a particular zone which does not require Planning Commission review and approval.

(~~203~~204) "Person" means any individual, firm, trust, partnership, or public or private association or corporation.

(~~204~~205) "Planned Unit Development" means an integrated design for Development of residential, Commercial, or industrial Uses, or a combination of such Uses, in which one or more of the regulations other than the Use regulations of the Zoning district in which the Development is located is waived or varied to allow flexibility in site and Building design and location in accordance with an approved plan and requirements set forth in this Title.

(~~205~~206) "Planning Commission" means the West Valley City Planning Commission.

(~~206~~207) "Porte-cochere" means a porch large enough for automobiles to pass through.

(~~207~~208) "Portico" means a porch or walkway with a roof supported by columns leading to the Entrance of a Building.

(~~208~~209) "Preliminary Plat" means the initial map of a proposed Subdivision.

(~~209~~210) "Primary Façade" means the side of a Building facing the public Street. For Corner Lots, the Street facing side with the primary customer Entrance is the Primary Façade. For residential Buildings designed around a Courtyard or parking area, the side with the primary resident Entrance is the Primary Façade.

(~~210~~211) "Primary Street" is the Street adjacent to a single Frontage Lot. For Corner Lots, the Primary Street is the public Street with the largest Right-of-way width.

(~~211~~212) "Primary Use" means the principal Use for which a property is used.

(~~212~~213) "Protection Strip" means a strip of land bordering a Subdivision or a Street within a Subdivision which serves to bar access of adjacent property Owners to required public improvements installed within the Subdivision until the adjacent Owners share in the cost of said public improvements.

(~~213~~214) "Public Park" means a park, playground, swimming pool, golf course, or athletic field under the control, operation, or management of the State of Utah, a state agency, Salt Lake County, or West Valley City.

(~~214~~215) "Public Utility" means every common carrier, gas corporation, electrical

corporation, wholesale electrical cooperative, telecommunications corporation, water cooperative, sewage corporation, heat corporation, or independent energy producer where a service is performed for or a commodity delivered to the general public.

(~~215~~216) "Public Way" means any road, Street, Alley, lane, court, place, viaduct, tunnel, culvert, or bridge laid out or erected as such by the public, dedicated or abandoned to the public, or made such by the Subdivision of real property, including the entire area within the Right-of-way.

(~~216~~217) "Public Works Department" means the West Valley City Public Works Department.

(~~217~~218) "Quoins" means dressing for Building corners differentiated from the adjoining walls by material, texture, color, size, or projection.

(~~218~~219) "Reasonable Notice" means actual notice or notice that meets the requirements of state law.

(~~219~~220) "Reception Center" means a Building, facility, or Use primarily used to host public or private events, parties, or gatherings, including but not limited to places where patrons dance to live or recorded music or where recorded music is presented by a "DJ" or "disc jockey."

(~~220~~221) "Recreation, Indoor" means an indoor establishment providing the general public with amusement or activities, including but not limited to bowling alleys, laser tag, skating rinks, trampoline parks, or arcades.

(~~221~~222) "Recreation, Outdoor" means an outdoor establishment providing the general public with amusement or activities, including but not limited to miniature golf, batting cages, go-cart tracks, driving ranges, or amusement park rides.

(~~222~~223) "Recreational Vehicle" means any vehicle which is designed to be transported on its own wheels and used as temporary living quarters for travel or vacation purposes, including but not limited to vacation vehicles, truck-campers, tent-trailers, motor homes, and travel trailers.

(~~223~~224) "Recreational Facility Beer Retailer" means a business that is licensed to sell beer and permit consumption thereof at recreation facilities, that does not sell beer in original containers, and that sells beer only to the ultimate consumer.

(~~224~~225) "Regional Shopping Mall" means a Shopping Center located within 200 feet of Interstate 215 with a combined Building size over 500,000 square feet and a minimum site area of 50 acres.

(~~225~~226) "Religious Institution" means a Building used primarily for religious worship and activities.

(~~226~~227) "Rental Store" means a business that rents furniture, appliances, or electronics to customers.

(~~227~~228) "Residence" means a permanent domicile, dwelling place, or abode.

(~~228~~229) "Residential Zones" means the R-1-4, R-1-6, R-1-7, R-1-8, R-1-10, R-1-12, R-1-20, R-2-6.5, R-2-8, R-4, RB, RE, RM, RMH, RS, and SH zones.

(~~229~~230) "Restaurant" means any place of business where the predominant purpose is the preparation of food and drinks which are served and offered for sale or sold for human consumption on or off the premises.

(~~230~~231) "Restaurant Liquor Retailer" means a Restaurant that maintains a liquor license in accordance with the Alcoholic Beverage Control Act.

(~~231~~232) "Restaurant On-Premises Beer Retailer" means a licensed place of business in connection with a bona fide Restaurant where beer is sold for on-premises consumption and accounts for less than 30 percent of gross revenue.

(~~232~~233) "Retail Anchor" means the major store or stores within a Shopping Center.

(~~233~~234) "Right-of-way" means a public or private strip of land used or intended to be used for a Street, Sidewalk, sanitary or storm sewer, drainage, park strip, or similar Use.

(~~234~~235) "Sanitary Landfill" means a site for solid waste disposal.

(~~235~~236) "School" means an institution satisfying the requirements of public education and having an academic curriculum similar to that offered in public schools, excluding Home Occupations represented as schools. For the purposes of regulations pertaining to Sexually Oriented Businesses, "School" means an institution of learning or instruction primarily catering to minors, whether public or private, which is licensed by the State of Utah.

(~~236~~237) "Secondary Façade" means any side of a Building that is not a Primary Façade and is either visible from a public Right-of-way or has a customer Entrance.

(~~237~~238) "Secondhand Store" means any business which is engaged in the purchase, barter, exchange, or sale of any secondhand merchandise of value or which deals in secondhand goods, excluding businesses dealing in used motor vehicles and trailers and including businesses buying or selling more than five firearms per year.

(~~238~~239) "Self-Storage Facility" means a Building or group of Buildings containing separate, individual, and private storage spaces of varying sizes available for lease or rent.

(~~239~~240) "Shopping Center" means a group of retail and other Commercial establishments built on a site which is planned, developed, operated, and managed as an operating unit.

(~~240~~241) "Sidewalk" means a passageway for pedestrians that excludes motor vehicles.

(~~241~~242) "Single Unit Dwelling" means a Building arranged or designed to have one Dwelling Unit.

(~~242~~243) "Site Plan" means a drawing including all of the following:

a. Date;

b. North arrow and scale;

c. The legal description of the subject property;

d. The dimension and location of existing and proposed improvements on the property and adjoining property, including but not limited to Buildings, fencing, hard surfacing, utility lines and poles, and Landscaping, drawn to scale;

e. Location of proposed construction, including but not limited to signs;

f. Name, address, and telephone number of the builder and property Owner;

g. Existing and proposed vehicle access, parking stalls, curb, gutter, and Sidewalk, vehicle circulation patterns, and curb cuts;

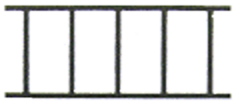
h. The location, height, and size of proposed signs, lighting, and advertising devices; and

i. All other information necessary to determine whether the proposed construction is in compliance with this Title and all other applicable law.

(~~243~~244) "Small Brewer" means a Brew Restaurant which, in addition to retail sales and on-site consumption, markets beer wholesale in an amount not to exceed 60,000 barrels per year

and derives less than 30 percent of gross revenues from beer sales, including but not limited to microbreweries.

(~~244~~245) "Soldier Course Brick Pattern" means a pattern of bricks in which all bricks are laid vertically as illustrated below:



(~~245~~246) "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.

(~~246~~247) "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.

(~~247~~248) "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.

(~~248~~249) "State Store" means the same as set forth in the Alcoholic Beverage Control Act.

(~~249~~250) "Story" means the space within a Building having clear headroom of seven feet or over.

(~~250~~251) "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.

(~~251~~252) "Street" means public Rights-of-way, including highways, avenues, boulevards, parkways, roads, lanes, walks, Alleys, viaducts, subways, tunnels, bridges, public easements, and other ways.

(~~252~~253) "Structure" means anything constructed or erected on or below the ground, including signs and Billboards but excluding Fences six feet tall or shorter.

(~~253~~254) "Structural Alterations" means any change in supporting members of a Building or Structure, including bearing walls, columns, beams, or girders.

(~~254~~255) "Subdivider" means the Owner of real property proposed to be subdivided,

including all successors and assigns.

(~~255~~256) "Subdivision" means the same as set forth in the Utah Municipal Land Use, Development, and Management Act.

(~~256~~257) "Subdivision, Major" is a Subdivision with at least 10 Lots or a Subdivision requiring any new Street or extension of public utilities or facilities.

(~~257~~258) "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.

(~~258~~259) "Survey Monument" means a mark affixed to a permanent object along a line of survey to furnish a survey control.

(~~259~~260) "Swap Meet, Indoor" means property where the Owner, lessee, or licensee rents, lends, or leases portions of a Building to Persons for use as a marketplace to barter, exchange, or sell goods or services and where no walls are erected from floor to ceiling between the majority of individual tenant spaces, including but not limited to flea markets.

(~~260~~261) "Swap Meet, Outdoor" means property where the Owner, lessee, or licensee rents, lends, or leases outdoor space or booths to Persons for use as a marketplace to barter, exchange, or sell goods, including but not limited to flea markets, but excluding Yard or garage sales at Residences.

(~~261~~262) "Tattoo" means a mark or design made on or under the skin by a process of pricking or ingraining an indelible pigment, dye, or ink in the skin, excluding Permanent Cosmetics.

(~~262~~263) "Tattoo Establishment" means any location, place, area, Structure, or business used for the practice or instruction of Tattooing or Body Piercing, excluding Permanent Cosmetics Establishments.

(~~263~~264) "Tavern" means the same as set forth in the Alcoholic Beverage Control Act.

(~~264~~265) "Temporary Land Use" means a Use which is transient or seasonal in nature.

(~~265~~266) "Temporary Nonresidential Building" means a Building incidental to construction work, such as a construction trailer, or a temporary sales office for the sale or lease of Dwelling Units.

(~~266~~267) "Temporary Residential Storage Container" means a fully enclosed Structure without a permanent foundation uniquely designed for short term storage of household or

remodeling goods and for portable use via transport vehicle.

(~~267~~268) "Three Unit Dwelling" means a Building arranged or designed to have only three Dwelling Units under one ownership on one Lot, such as a triplex.

(~~268~~269) "Towing and Impound Yard" means a facility for the temporary storage of vehicles that have been towed, carried, hauled or pushed from property for impoundment, excluding New Automotive Sales, Used Automotive Sales, Automobile Service, Vehicle Recycling Facilities, and Vehicle Storage Yards.

(~~269~~270) "Transportation and Public Ways Ordinance" means the West Valley City Transportation and Public Ways Ordinance as presently adopted and amended in the future.

(~~270~~271) "Truck Transfer Company" means a facility serving as a transfer or storage point for a truck freight line, including associated offices, parking, and maintenance facilities.

(~~271~~272) "Turf Farm Equipment Manufacturing" means a Commercial business engaged in assembling, testing, storing, selling, or repairing equipment, parts, and machinery used exclusively for sod harvesting.

(~~272~~273) "Twin Home" means a Building arranged or designed to have only two Dwelling Units under separate ownership by two Owners which has a common wall along a common Lot line.

(~~273~~274) "Two Unit Dwelling" means a Building arranged or designed to have only two Dwelling Units under one ownership on one Lot, such as a duplex.

(~~274~~275) "Unchartered Financial Service Provider" means any business extending loans, cash advances, short term credit, rent-to-own services, or any similar financial services, excluding federal and state chartered banks, industrial banks, savings and loan institutions, New and Used Automobile Sales, and credit unions.

(~~275~~276) "Use" means any legal purpose for which a Building, Structure, or tract of land can be designed, arranged, intended, maintained, or occupied or any activity, occupation, business, or operation legally carried on in a Building or Structure or on a tract of land.

(~~276~~277) "Variance" means a device which grants a property Owner relief from certain provisions of the Zoning Ordinance upon the showing set forth in state law and by this Title.

(~~277~~278) "Vehicle Recycling Facility" means the outside storage of or Use of property for a

storage yard for operable or inoperable automobiles or trucks, a Junk yard, a salvage yard, or a tow truck or wrecker service, including but not limited to the following:

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

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

(~~278~~279) "Vehicle Storage Yard" means a site where operable vehicles without occupants are stored for compensation for more than 24 hours, excluding New and Used Automobile Sales, Automobile Service, Towing and Impound Yards, and Vehicle Recycling Facilities.

(~~279~~280) "Veterinary Hospital" means a place where Animals are given medical care and the boarding of Animals is limited to short term, indoor care incidental to the medical Use.

(~~280~~281) "Warehouse" means a Building used primarily for storage of goods and materials.

(~~281~~282) "Water and Sewer Improvement Districts" means the Granger-Hunter Improvement District, the Magna Improvement District, the Taylorsville-Bennion Improvement District, and any other water or sewer improvement district existing or hereafter organized which has jurisdiction over land in the City.

(~~282~~283) "Yard" means a space on a Lot unoccupied and unobstructed from the ground upward by Buildings, except as otherwise provided herein.

(~~283~~284) "Yard, Front" means a space on the same Lot with a Building between the front of the Building and the front Lot line and extending across the full width of the Lot. The depth or setback of a Front Yard is the minimum distance between the front Lot line and the closest point of the front of the Building. On Corner Lots, the Front Yard is the Yard which is faced by the primary Entrance to the Building.

(~~284~~285) "Yard, Rear" means a space on the same Lot with a Building opposite the Front Yard between the rear of the Building and the rear Lot line and extending across the full width of the Lot. The depth of the Rear Yard is the minimum distance between the rear Lot line and the closest point of the rear of the Building.

(~~285~~286) "Yard, Side" means a space on the same Lot with a Building between the side line

of the Building and the side Lot line and extending from the Front Yard to the Rear Yard. The width of the Side Yard shall be the minimum distance between the side Lot line and the side line of the Building.

(~~286~~287) "Zoning" means the land use regulation imposed by the City, including but not limited to the division of the City into Zoning districts, the establishment of land use standards in each district, and the regulation of Buildings upon the land.

(~~287~~288) "Zoning Administrator" means the West Valley City Zoning Administrator as appointed by the City Manager or his or her designee.

(~~288~~289) "Zoning Ordinance" means the West Valley City Zoning Ordinance as presently adopted and amended in the future.

7-6-301. COMMERCIAL AND MANUFACTURING USE TABLE.

The following table indicates the permitted (P), conditional (C), and prohibited (X) Uses within the Commercial, Manufacturing, and overlay Zones of the City. (PC) means a Use is permitted when not adjacent to a residential Use, Residential Zone, or Agricultural Zone and conditional when adjacent to a residential Use, Residential Zone, or Agricultural Zone. Certain Uses may have additional restrictions or requirements as set forth in this Title. Where Uses are marked with an asterisk, additional regulations can be found elsewhere in this Title. It is the express intent of the City Council that any Use not listed in this table is prohibited in the Commercial and Manufacturing Zones of the City.

Uses - (Uses with an asterisk (*) include use specific regulations.)	**Zones - (Zones with an asterisk (*) include regulations that limit the use.)**											
	BRP	**MXD**	**CC**	**C-1**	**C-2**	**C-3**	**LI**	**M**	**DLSOZ**	**JROZ**	**BHOZ**	**56WOZ**
Agricultural Business or Industry*	X	X	X	X	X	X	X	C	X	X	X	X
Agriculture	P	P	P	P	P	P	P	P				
Alternative Financial Service Provider*	X	X	X	X	P	P	X	P	X	X	X	X
Artist Studio	P	P*	P*	P	P	P	P	P				
Assisted Living Facility	X	P*	P*	P	P	P	X	X				

Uses - (Uses with an asterisk (*) include use specific regulations.)	Zones - (Zones with an asterisk (*) include regulations that limit the use.)											
	BRP	MXD	CC	C-1	C-2	C-3	LI	M	DLSOZ	JROZ	BHOZ	56WOZ
Automobile Parts Store	X	P*	X	P	P	P	X	P				X*
Automobile Sales, New	X	X	X	X	P	P	P	P	X	X		X*
Automobile Sales, Used	X	X	X	X	P	P	X	P	X	X	X	X*
Automobile Service*	X	X	X	X	PC	PC	P*	PC	X	X	X	X*
Bail Bonds Dealer	X	X	X	X	X	X	X	P	X	X	X	X
Blood Plasma Center	X	X	X	X	P	P	X	X	X	X	X	X
Brew Restaurant, Brew Restaurant and Liquor Retailer, Small Brewer*	X	X	P	X	P	P	X	P				
Bus Terminal*	X	X	X	X	X	PC	P	PC	X			
Cannabis Production Establishment*	X	X	X	X	X	X	X	P	X	X	X	X
Caretaker's Dwelling	P	P	P	P	P	P	P	P				
Cargo Container*	P	X	X	X	P	P	P	P	X	X	X	X
Commercial Raising, Rental, Stabling, Training and Grazing of Animals*	X	X	X	X	X	X	X	PC	X			
Commissary	X	X	X	X	X	X	X	PC	X			
Community Use	P	P*	P	P	P	P	P	P				
Convenience Store	X	P*	X	PC	PC	PC	P*	PC	X	X	*	
Day Care/Preschool Center	P	P*	P*	P	P	P	P	P				
Detention Facility/Jail*	X	X	X	X	X	X	X	C	X		X	X
Equestrian School	X	X	X	X	X	X	X	PC	X			
Equity Club*, Fraternal Club*, Social Club*, or Other Establishment Requiring a Club License	X	X	X	X	C	C	X	PC				

Uses - (Uses with an asterisk (*) include use specific regulations.)	Zones - (Zones with an asterisk (*) include regulations that limit the use.)											
	BRP	MXD	CC	C-1	C-2	C-3	LI	M	DLSOZ	JROZ	BHOZ	56WOZ
Event Center, Indoor*	X	P*	X	X	PC	PC	P	PC				
Event Center, Outdoor*	X	X	X	X	X	X	C	C				
Fast Food Establishment with Drive-Up Window*	X	P*	X	X	P	P	X	P	X	X	*	*
Fast Food Establishment with No Drive-Up Window	P	P*	P*	P	P	P	X	P		*	*	
Financial Institution	P	P*	P*	P	P	P	X	P				
Fitness Center	P	P*	X	P	P	P	P	P				
Food Vending Unit* and Mobile Food Vending Vehicle*	P	X	P*	X	P	P	X	P				
Fuel Sales Including Gasoline, Diesel, Propane and Other Similar Fuels	X	P*	X	PC	PC	PC	P	PC	X	X	*	
Furniture Store	X	P	X	P	P	P	X	P				
Garden Center* or Garden Center* with an Indoor Event Center* as an Accessory Use	X	P	X	C	P	P	X	P				
Grocery Store	X	P*	X	PC	PC	PC	X	PC				
Gun Range, Indoor	P	P	X	X	P	P	P	P				
Hardware Store	X	P*	X	P	P	P	X	P	X	X		
Heavy Equipment Sales and Service	X	X	X	X	X	X	X	PC	X		X	X*
Heavy Truck and Trailer Sales, New	X	X	X	X	X	X	P	PC	X			X*
Heavy Truck and Trailer Sales, Used	X	X	X	X	X	X	X	PC	X		X	X*
Heavy Truck and Trailer	X	X	X	X	X	X	C*	PC	X		X	X*

Uses - (Uses with an asterisk (*) include use specific regulations.)	Zones - (Zones with an asterisk (*) include regulations that limit the use.)											
	BRP	MXD	CC	C-1	C-2	C-3	LI	M	DLSOZ	JROZ	BHOZ	56WOZ
Service												
Home Improvement Center*	X	P*	X	X	PC	PC	X	PC	X	X		
Home Occupation*	X	P	P	X	X	X	X	X				
Hospital	P	P*	P*	X	PC	PC	P	PC				
Incinerator	X	X	X	X	X	X	X	X	X			
Industrial, Light	P	X	X	X	X	C	P	PC				
Industrial, Heavy	X	X	X	X	X	X	X	C	X		X	X
Inland Port Use	X	X	X	X	X	X	PC	PC				
Instructional Facility	P	P*	X	P	P	PC	P	PC				
Kennel, Indoor*	P	P*	P*	PC	PC	PC	P	PC				
Kennel, Outdoor*	X	X	X	X	X	X	X	C	X			
Laundromat	X	P	X	P	P	P	X	P				
Lingerie Store	X	P	X	X	P	P	X	P	X	X	X	X
Lodging Facility*	P	P*	P*	X	PC	PC	P	PC				
Manufacturer of Alcoholic Products	X	X	X	X	X	X	C	C	X			
Massage Establishment	X	X	X	X	P	P	X	P				
Medical Cannabis Pharmacy*	P	P	P	P	P	P	P	P				
Mortuary	X	P	X	P	P	P	X	P				
Movie Theater	X	P*	X	X	P	P	X	P				
Moving Truck Rental Business	X	X	X	X	C	C	X	PC	X			X*
Neighborhood Grocery	X	P*	X	P	P	P	X	P				
Neighborhood Service Establishment	X	P*	P*	P	P	P	X	P				

Uses - (Uses with an asterisk (*) include use specific regulations.)	Zones - (Zones with an asterisk (*) include regulations that limit the use.)											
	BRP	MXD	CC	C-1	C-2	C-3	LI	M	DLSOZ	JROZ	BHOZ	56WOZ
Noncommercial Raising, Training and Grazing of Animals	X	X	X	X	X	X	X	P	X			
Nursing Home/Convalescent Center	X	P*	P*	P	P	P	X	X				
Off-Premises Beer Retailer	X	P*	P	P	P	P	C*	P				
Office, Medical and Dental	P	P*	P*	P	P	P	X	X				
Office, Professional	P	P*	P	P	P	P	P	P				
Outdoor Waste Management Facility	X	X	X	X	X	X	X	X				
Outside Display of Merchandise*	X	X	P*	X	P	P	X	P				
Outside Storage*	X	X	X	X	X	X	X	C	X		*	
Parking Lot, Commercial	P	P	X	X	P	P	P	P				
Parking Structure	P	P*	P*	X	P	P	P	P				
Permanent Cosmetic Establishment*	X	P*	P*	P	P	P	X	P				
Public Utility Installation (except lines and rights-of-way)	P	C*	P	C	C	C	P	PC				
Radio and Television Transmission Antennas, Transmitting Stations and Related Facilities*	X	X	X	X	X	X	P	P	X			
Recreation, Indoor	X	P*	X	P	P	P	P	P				
Recreation, Outdoor*	X	P*	X	X	PC	PC	X	PC	X			
Recreational Facility Beer Retailer*	X	P	X	X	P	P	P	P				

Uses - (Uses with an asterisk (*) include use specific regulations.)	Zones - (Zones with an asterisk (*) include regulations that limit the use.)											
	BRP	MXD	CC	C-1	C-2	C-3	LI	M	DLSOZ	JROZ	BHOZ	56WOZ
Recreational Vehicle, Motorized Outdoor Recreation Equipment and Mobile Home Sales	X	X	X	X	PC	PC	P	PC	X	X		
Rental Store	X	X	X	X	P	P	X	P				
Residential	X	P*	P*	X	X	X	X	X	X			
Restaurant*, Restaurant On-Premises Beer Retailer*, Restaurant Liquor Retailer	P	P*	P*	P	P	P	X	P				
Retail Department or Specialty Store	X	P*	P*	P	P	P	X	P				
Retail Tobacco Specialty Business*	X	X	X	X	P	P	X	P				
Sanitary Landfill	X	X	X	X	X	X	X	X				
Secondhand Precious Metal Dealer/Processor and/or Precious Gem Dealer	X	P*	X	P	P	P	X	P				
Secondhand Store	X	P*	X	P	P	P	X	P	*			
Self-Storage Facility*	X	X	X	X	X	X	X	PC	X	X	X	X
Sexually Oriented Business*	X	X	X	X	X	X	X	P	X	X	X	X
Shopping Center*	X	P*	P*	C	C	C	X	C				
State Store/Package Agency*	X	X	X	X	P	P	X	P				
Swap Meet, Indoor	X	X	X	X	X	X	X	X				
Swap Meet, Outdoor	X	X	X	X	X	X	X	X				
Tobacco Oriented	X	X	X	X	X	X	X	P	X			

Uses - (Uses with an asterisk (*) include use specific regulations.)	Zones - (Zones with an asterisk (*) include regulations that limit the use.)											
	BRP	MXD	CC	C-1	C-2	C-3	LI	M	DLSOZ	JROZ	BHOZ	56WOZ
Business*												
Tattoo Establishment	X	X	X	X	X	X	X	P	X	X	X	X
Tavern*	X	X	X	X	X	X	X	X				
Taxicab Business	X	X	X	X	P	P	P	P				
Temporary Nonresidential Building	P	P	P	P	P	P	P	P				
Temporary Land Use	P	P	X	P	P	P	P	P				
Towing and Impound Yard*	X	X	X	X	X	X	X	PC	X		X	X
Truck Transfer Company	X	X	X	X	X	X	C	C	X			
Turf Farm Equipment Manufacturing*	X	X	X	X	X	X	X	PC	X			
Uses Customarily Accessory to a Listed Permitted Use	P	P	P	P	P	P	P	P				
Uses Customarily Accessory to a Listed Conditional Use	P	P	P	P	P	P	P	P				
Vehicle Recycling Facility*	X	X	X	X	X	X	X	PC	X		X	X
Vehicle Storage Yard*	X	X	X	X	X	X	X	C	X		X	X
Veterinary Hospital*	P	P*	P*	P	P	P	P	P				
Warehouse	P	X	X	X	C*	C	P	PC	X	X		

X: Use is prohibited in the zone

X*: Use is prohibited in portions of the applicable overlay zone

C: Use is conditional

C*: Use is conditional and includes zone specific regulations

P: Use is permitted

P*: Use is permitted and includes zone specific regulations

PC: Use is permitted when not adjacent to a residential Use, Residential Zone, or Agricultural Zone. Use is conditional when adjacent to a residential Use, Residential Zone, or Agricultural Zone.

***:** Use includes overlay zone specific regulations

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 _____, 2020.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

Draft Date: 9/21/2020

Date Adopted: _____

Date Effective: _____

AN ORDINANCE AMENDING SECTIONS 7-1-103 AND 7-6-301 AND ENACTING SECTION 7-7-117.5 OF THE WEST VALLEY CITY MUNICIPAL CODE TO AMEND CERTAIN REQUIREMENTS APPLICABLE TO OUTDOOR WASTE MANAGEMENT FACILITIES.

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

WHEREAS, the City desires to amend and enact certain regulations concerning the location and operation of outdoor waste management facilities; and

WHEREAS, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to amend Sections 7-1-103 and 7-6-301 and enact Section 7-7-117.5 of the West Valley City Municipal Code;

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

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

Section 2. Amendment. Sections 7-1-103 and 7-6-301 of the West Valley City Municipal Code are hereby amended as follows:

7-1-103. DEFINITIONS.

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

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

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

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

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

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

(5) "Agricultural Zones" means the A, A-1, and A-2 zones.

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

(7) "Airport" means any landing area, runway, or other facility designed, used, or intended to be used either publicly or privately by any Person or Persons for the landing and taking off

of aircraft, including all necessary taxiways, aircraft storage and tie-down areas, hangars, and other Buildings and open spaces.

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

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

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

(11) "Alteration" means a physical change or addition to a site, Building, or Structure.

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

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

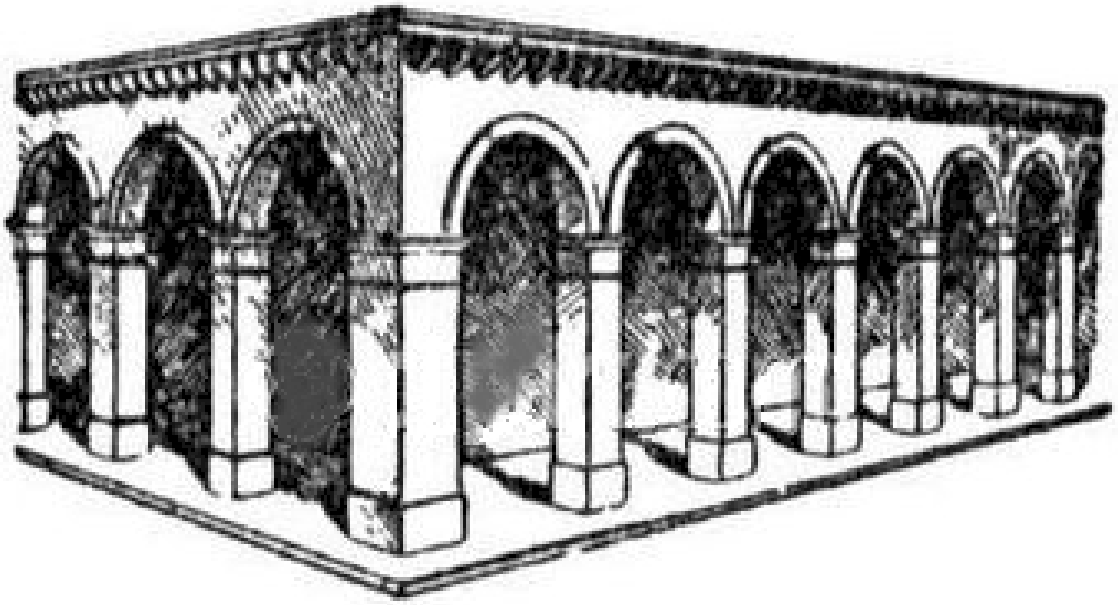
(14) "Animal" means any of a kingdom of living beings differing from plants in capacity for spontaneous movement and rapid motor response to stimulation.

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

(16) "Apartments" means a Building or group of Buildings with five or more rental Dwelling Units per Building. Apartments meet all of the following characteristics: (a) all Dwelling Units are generally unfurnished, (b) a lease is required to stay, and (c) free housekeeping is not provided for Dwelling Units.

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

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



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

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

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

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

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

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

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

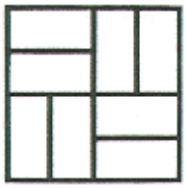
(26) "Automobile Sales, New" means the Use of property for the display and sale of new motor vehicles, including related financing services and Automobile Service, and the display and sale of used motor vehicles.

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

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

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

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



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

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

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

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

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

(36) "Blood Plasma Center" means an establishment where patrons receive compensation for donating blood plasma.

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

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

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

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

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

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

(43) "Building Coverage" means the percentage of a Lot that is or can be covered by Buildings.

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

(45) "Building, Primary" means a principal Building or a Building housing a principal Use on a Lot.

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

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

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

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

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

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

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

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

(54) "City" means West Valley City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

or entry fees charged.

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

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

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

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

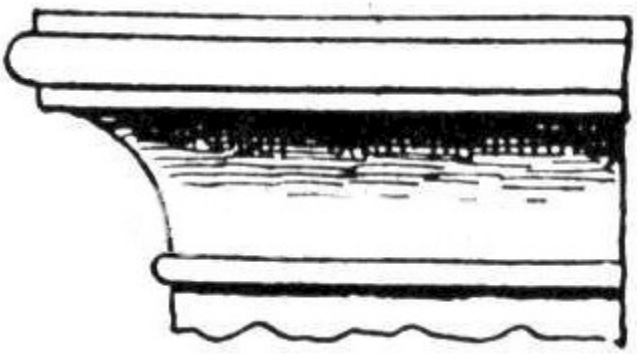
(75) "Condominium" or "Planned Unit Development" means the Ownership of a single unit in a multiunit project together with an undivided interest in the common areas and facilities of the property.

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

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

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

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

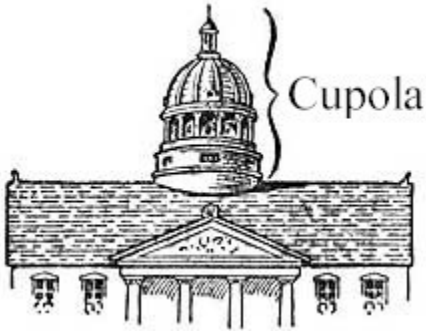


(80) "Courtyard" means an uncovered open space bounded on two or more sides by Buildings.

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

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

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



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

(85) "Decorative Parapet" means an arched, gabled, or stepped Parapet.

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

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

(88) "Density" means the number of Dwelling Units per gross acre of land.

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

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

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

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

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

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

(95) "Entrance" means the location of ingress to a room, Building, or Lot.

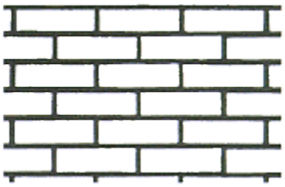
(96) "Exit" means the location of egress from a room, Building, or Lot.

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

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

(99) "Façade" means any face or elevation of a Building.

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



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

a. Foods and beverages are usually served in edible or disposable containers;

b. The consumption of foods and beverages is not restricted to tables, counters, or an immediately adjacent dining patio; or

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

(102) "Fence" means walls, hedges, beams, wood, metal, masonry, vinyl, or plastic Structures constructed to obscure view, prevent trespass, or for ornamental or decorative purposes.

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

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

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

(106) "Fire Department" means the West Valley City Fire Department.

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

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

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

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

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

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

(113) "Focal Point" means a point of convergence and interest.

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

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

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

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

(118) "Gable Roof" means two pitched roofs back to back forming a triangular roof as illustrated below:



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

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

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

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

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

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

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

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

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

(124) "Grading/Site Development Ordinance" means the West Valley City Grading/Site

Development Ordinance as presently adopted and as amended in the future.

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

(126) "Gun Range, Indoor" means a Building with facilities for the firing of firearms.

(127) "Gun Range, Outdoor" means an outdoor facility for the firing of firearms.

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

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

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

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

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

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

(134) "Home Improvement Center" means an establishment over 30,000 square feet selling various household goods, tools, and Building materials, household appliances, electronic equipment, household Animal supplies, and nursery products.

(135) "Home Occupation" means any lawful Use conducted within a dwelling by residents of the dwelling which is incidental and secondary to the residential Use of the dwelling and

does not change the residential character of the dwelling or neighborhood.

(136) "Home Preschool" means a preschool program for nonfamily-members in an occupied dwelling by residents of that dwelling.

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

(138) "Household Pet" has the meaning set forth in Section 7-2-122.

(139) "Incinerator" means a furnace or similar apparatus for burning waste, trash, or garbage.

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

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

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

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

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

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

(146) "Kennel, Sportsman's" means a Kennel for the keeping of three to five dogs for noncommercial use on a Lot of at least one acre.

(147) "Knee Brace" means a diagonal support placed across the angle between a Building

overhang or roof and the Building wall.

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

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

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

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

(152) "Lingerie Store" means a retail establishment meeting any of the following criteria:

a. Over five percent of the floor area is devoted to the sale of lingerie, adult novelties, and adult marital or sexual aids;

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

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

(153) "Lodging Facility" means any establishment outside Residential or Agricultural Zones where lodging or overnight accommodations are offered, with or without compensation. Lodging Facilities meet all of the following characteristics: (a) all guest rooms are fully furnished, (b) no lease is required to stay, and (c) free housekeeping is provided for all guest rooms. If any Lodging Facility or other establishment where lodging or overnight accommodations are offered is located in any zone by any governmental entity, nonprofit corporation, or any other actor operating under or pursuant to either a state preemption or a general or limited exemption from any land use or zoning regulations, such Lodging Facility or establishment shall be built in accordance with the standards set forth in Section 7-7-117.

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

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

(156) "Lot, Interior" means a Lot other than a Corner Lot.

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

(158) "Lot Split" means the division of property into two legal Lots.

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

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

(161) "Mansard Roof" means a roof with a steep lower slope and a flatter upper slope on all sides.

(162) "Manufacturer of Alcoholic Products" means the same as set forth in the Alcoholic Beverage Control Act.

(163) "Manufacturing Zones" means the LI and M zones.

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

(165) "Massage Establishment" means any place where Massage or Massage Therapy is practiced for hire.

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

(167) "Mobile Food Vending Vehicle" means a fully enclosed motorized vehicle mounted

food service establishment which is operated by a vendor within the frame of the vehicle, which sells food products for immediate consumption, and which moves under its own power, not being manually pushed, pulled, or towed by another vehicle.

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

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

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

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

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

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

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

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

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

(177) "Multiple Unit Dwelling" means a Building arranged or designed to provide for more than four Dwelling Units.

(178) "Mural" means any mosaic, painting, or graphic art or combination thereof which is professionally applied to a Building; does not contain any brand name, product name, letters of the alphabet spelling or abbreviating the name of any product, company, profession, or

business; or any logo, trademark, trade name, or other commercial message.

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

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

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

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

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

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

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

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

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

(188) "Outdoor Waste Management Facility" means any outdoor facility that stores, treats, or processes liquid waste, sludge, or solid waste.

(~~188~~189) "Outside Display of Merchandise" means the outside display of goods in conjunction with an approved retail business.

(~~189~~190) "Outside Storage" means the keeping of any goods, materials, or equipment outside of a Building for more than 24 hours, excluding Vehicle Recycling Facilities, Vehicle Storage Yards, Towing and Impound Yards, and Outside Display of Merchandise.

(~~190~~191) "Overpressure" means a sudden increase in air pressure resulting from an explosion traveling at the speed of sound.

(~~191~~192) "Owner" means the Owner in fee simple of real property as shown in the records of the Salt Lake County Recorder's Office, including both the singular and the plural and including, but not limited to, natural Persons, firms, associations, partnerships, private or public corporations, or any combination thereof.

(~~192~~193) "Package Agency" is as defined in the Alcoholic Beverage Control Act.

(~~193~~194) "Pad Site" means a location for a freestanding Building within a larger Commercial center.

(~~194~~195) "Parapet" means a low wall projecting from the edge of a roof.

(~~195~~196) "Parcel of Land" means a contiguous quantity of land owned by the same Owner.

(~~196~~197) "Parking Lot, Commercial" means an open area, other than a Street, used for parking of five or more automobiles and available for public use, with or without compensation.

(~~197~~198) "Parking Space" means a space within a Building, Lot, or parking lot for the parking or storage of one vehicle.

(~~198~~199) "Parking Structure" means a Building or Structure of more than one level used to store motor vehicles.

(~~199~~200) "Pawnbroker" means any Person who loans money on deposit of personal property or deals in the purchase, exchange, or possession of personal property on condition of selling the same back again to the pledger or depositor, or who loans or advances money on personal property by taking chattel mortgage security thereon and takes or receives such personal property into his possession, and who sells the unredeemed pledges, together with such new merchandise as will facilitate the sale of same, or engages in any substantially similar transaction.

(~~200~~201) "Permanent Cosmetics" means a mark or design made on or under the skin by a

process of pricking or ingraining an indelible pigment, dye, or ink in the skin for masking discolorations or cosmetically enhancing facial features which shall follow the natural line of the feature. "Permanent Cosmetics" are limited to eyeliner, eyebrows, and lip coloring procedures.

(~~201~~202) "Permanent Cosmetics Establishment" means an establishment engaging in Permanent Cosmetics licensed in accordance with Title 58, Utah Code Annotated 1953, excluding Tattoo Establishments and Home Occupations.

(~~202~~203) "Permitted Use" means a specific Use authorized in a particular zone which does not require Planning Commission review and approval.

(~~203~~204) "Person" means any individual, firm, trust, partnership, or public or private association or corporation.

(~~204~~205) "Planned Unit Development" means an integrated design for Development of residential, Commercial, or industrial Uses, or a combination of such Uses, in which one or more of the regulations other than the Use regulations of the Zoning district in which the Development is located is waived or varied to allow flexibility in site and Building design and location in accordance with an approved plan and requirements set forth in this Title.

(~~205~~206) "Planning Commission" means the West Valley City Planning Commission.

(~~206~~207) "Porte-cochere" means a porch large enough for automobiles to pass through.

(~~207~~208) "Portico" means a porch or walkway with a roof supported by columns leading to the Entrance of a Building.

(~~208~~209) "Preliminary Plat" means the initial map of a proposed Subdivision.

(~~209~~210) "Primary Façade" means the side of a Building facing the public Street. For Corner Lots, the Street facing side with the primary customer Entrance is the Primary Façade. For residential Buildings designed around a Courtyard or parking area, the side with the primary resident Entrance is the Primary Façade.

(~~210~~211) "Primary Street" is the Street adjacent to a single Frontage Lot. For Corner Lots, the Primary Street is the public Street with the largest Right-of-way width.

(~~211~~212) "Primary Use" means the principal Use for which a property is used.

(~~212~~213) "Protection Strip" means a strip of land bordering a Subdivision or a Street within

a Subdivision which serves to bar access of adjacent property Owners to required public improvements installed within the Subdivision until the adjacent Owners share in the cost of said public improvements.

(~~213~~214) "Public Park" means a park, playground, swimming pool, golf course, or athletic field under the control, operation, or management of the State of Utah, a state agency, Salt Lake County, or West Valley City.

(~~214~~215) "Public Utility" means every common carrier, gas corporation, electrical corporation, wholesale electrical cooperative, telecommunications corporation, water cooperative, sewage corporation, heat corporation, or independent energy producer where a service is performed for or a commodity delivered to the general public.

(~~215~~216) "Public Way" means any road, Street, Alley, lane, court, place, viaduct, tunnel, culvert, or bridge laid out or erected as such by the public, dedicated or abandoned to the public, or made such by the Subdivision of real property, including the entire area within the Right-of-way.

(~~216~~217) "Public Works Department" means the West Valley City Public Works Department.

(~~217~~218) "Quoins" means dressing for Building corners differentiated from the adjoining walls by material, texture, color, size, or projection.

(~~218~~219) "Reasonable Notice" means actual notice or notice that meets the requirements of state law.

(~~219~~220) "Reception Center" means a Building, facility, or Use primarily used to host public or private events, parties, or gatherings, including but not limited to places where patrons dance to live or recorded music or where recorded music is presented by a "DJ" or "disc jockey."

(~~220~~221) "Recreation, Indoor" means an indoor establishment providing the general public with amusement or activities, including but not limited to bowling alleys, laser tag, skating rinks, trampoline parks, or arcades.

(~~221~~222) "Recreation, Outdoor" means an outdoor establishment providing the general public with amusement or activities, including but not limited to miniature golf, batting cages, go-cart tracks, driving ranges, or amusement park rides.

(~~222~~223) "Recreational Vehicle" means any vehicle which is designed to be transported on its own wheels and used as temporary living quarters for travel or vacation purposes, including but not limited to vacation vehicles, truck-campers, tent-trailers, motor homes, and travel trailers.

(~~223~~224) "Recreational Facility Beer Retailer" means a business that is licensed to sell beer and permit consumption thereof at recreation facilities, that does not sell beer in original containers, and that sells beer only to the ultimate consumer.

(~~224~~225) "Regional Shopping Mall" means a Shopping Center located within 200 feet of Interstate 215 with a combined Building size over 500,000 square feet and a minimum site area of 50 acres.

(~~225~~226) "Religious Institution" means a Building used primarily for religious worship and activities.

(~~226~~227) "Rental Store" means a business that rents furniture, appliances, or electronics to customers.

(~~227~~228) "Residence" means a permanent domicile, dwelling place, or abode.

(~~228~~229) "Residential Zones" means the R-1-4, R-1-6, R-1-7, R-1-8, R-1-10, R-1-12, R-1-20, R-2-6.5, R-2-8, R-4, RB, RE, RM, RMH, RS, and SH zones.

(~~229~~230) "Restaurant" means any place of business where the predominant purpose is the preparation of food and drinks which are served and offered for sale or sold for human consumption on or off the premises.

(~~230~~231) "Restaurant Liquor Retailer" means a Restaurant that maintains a liquor license in accordance with the Alcoholic Beverage Control Act.

(~~231~~232) "Restaurant On-Premises Beer Retailer" means a licensed place of business in connection with a bona fide Restaurant where beer is sold for on-premises consumption and accounts for less than 30 percent of gross revenue.

(~~232~~233) "Retail Anchor" means the major store or stores within a Shopping Center.

(~~233~~234) "Right-of-way" means a public or private strip of land used or intended to be used for a Street, Sidewalk, sanitary or storm sewer, drainage, park strip, or similar Use.

(~~234~~235) "Sanitary Landfill" means a site for solid waste disposal.

(~~235~~236) "School" means an institution satisfying the requirements of public education and having an academic curriculum similar to that offered in public schools, excluding Home Occupations represented as schools. For the purposes of regulations pertaining to Sexually Oriented Businesses, "School" means an institution of learning or instruction primarily catering to minors, whether public or private, which is licensed by the State of Utah.

(~~236~~237) "Secondary Façade" means any side of a Building that is not a Primary Façade and is either visible from a public Right-of-way or has a customer Entrance.

(~~237~~238) "Secondhand Store" means any business which is engaged in the purchase, barter, exchange, or sale of any secondhand merchandise of value or which deals in secondhand goods, excluding businesses dealing in used motor vehicles and trailers and including businesses buying or selling more than five firearms per year.

(~~238~~239) "Self-Storage Facility" means a Building or group of Buildings containing separate, individual, and private storage spaces of varying sizes available for lease or rent.

(~~239~~240) "Shopping Center" means a group of retail and other Commercial establishments built on a site which is planned, developed, operated, and managed as an operating unit.

(~~240~~241) "Sidewalk" means a passageway for pedestrians that excludes motor vehicles.

(~~241~~242) "Single Unit Dwelling" means a Building arranged or designed to have one Dwelling Unit.

(~~242~~243) "Site Plan" means a drawing including all of the following:

a. Date;

b. North arrow and scale;

c. The legal description of the subject property;

d. The dimension and location of existing and proposed improvements on the property and adjoining property, including but not limited to Buildings, fencing, hard surfacing, utility lines and poles, and Landscaping, drawn to scale;

e. Location of proposed construction, including but not limited to signs;

f. Name, address, and telephone number of the builder and property Owner;

g. Existing and proposed vehicle access, parking stalls, curb, gutter, and Sidewalk, vehicle circulation patterns, and curb cuts;

h. The location, height, and size of proposed signs, lighting, and advertising devices; and

i. All other information necessary to determine whether the proposed construction is in compliance with this Title and all other applicable law.

(~~243~~244) "Small Brewer" means a Brew Restaurant which, in addition to retail sales and on-site consumption, markets beer wholesale in an amount not to exceed 60,000 barrels per year and derives less than 30 percent of gross revenues from beer sales, including but not limited to microbreweries.

(~~244~~245) "Soldier Course Brick Pattern" means a pattern of bricks in which all bricks are laid vertically as illustrated below:



(~~245~~246) "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.

(~~246~~247) "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.

(~~247~~248) "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.

(~~248~~249) "State Store" means the same as set forth in the Alcoholic Beverage Control Act.

(~~249~~250) "Story" means the space within a Building having clear headroom of seven feet or over.

(~~250~~251) "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.

(~~251~~252) "Street" means public Rights-of-way, including highways, avenues, boulevards,

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

(~~252~~253) "Structure" means anything constructed or erected on or below the ground, including signs and Billboards but excluding Fences six feet tall or shorter.

(~~253~~254) "Structural Alterations" means any change in supporting members of a Building or Structure, including bearing walls, columns, beams, or girders.

(~~254~~255) "Subdivider" means the Owner of real property proposed to be subdivided, including all successors and assigns.

(~~255~~256) "Subdivision" means the same as set forth in the Utah Municipal Land Use, Development, and Management Act.

(~~256~~257) "Subdivision, Major" is a Subdivision with at least 10 Lots or a Subdivision requiring any new Street or extension of public utilities or facilities.

(~~257~~258) "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.

(~~258~~259) "Survey Monument" means a mark affixed to a permanent object along a line of survey to furnish a survey control.

(~~259~~260) "Swap Meet, Indoor" means property where the Owner, lessee, or licensee rents, lends, or leases portions of a Building to Persons for use as a marketplace to barter, exchange, or sell goods or services and where no walls are erected from floor to ceiling between the majority of individual tenant spaces, including but not limited to flea markets.

(~~260~~261) "Swap Meet, Outdoor" means property where the Owner, lessee, or licensee rents, lends, or leases outdoor space or booths to Persons for use as a marketplace to barter, exchange, or sell goods, including but not limited to flea markets, but excluding Yard or garage sales at Residences.

(~~261~~262) "Tattoo" means a mark or design made on or under the skin by a process of pricking or ingraining an indelible pigment, dye, or ink in the skin, excluding Permanent Cosmetics.

(~~262~~263) "Tattoo Establishment" means any location, place, area, Structure, or business used for the practice or instruction of Tattooing or Body Piercing, excluding Permanent Cosmetics Establishments.

(~~263~~264) "Tavern" means the same as set forth in the Alcoholic Beverage Control Act.

(~~264~~265) "Temporary Land Use" means a Use which is transient or seasonal in nature.

(~~265~~266) "Temporary Nonresidential Building" means a Building incidental to construction work, such as a construction trailer, or a temporary sales office for the sale or lease of Dwelling Units.

(~~266~~267) "Temporary Residential Storage Container" means a fully enclosed Structure without a permanent foundation uniquely designed for short term storage of household or remodeling goods and for portable use via transport vehicle.

(~~267~~268) "Three Unit Dwelling" means a Building arranged or designed to have only three Dwelling Units under one ownership on one Lot, such as a triplex.

(~~268~~269) "Towing and Impound Yard" means a facility for the temporary storage of vehicles that have been towed, carried, hauled or pushed from property for impoundment, excluding New Automotive Sales, Used Automotive Sales, Automobile Service, Vehicle Recycling Facilities, and Vehicle Storage Yards.

(~~269~~270) "Transportation and Public Ways Ordinance" means the West Valley City Transportation and Public Ways Ordinance as presently adopted and amended in the future.

(~~270~~271) "Truck Transfer Company" means a facility serving as a transfer or storage point for a truck freight line, including associated offices, parking, and maintenance facilities.

(~~271~~272) "Turf Farm Equipment Manufacturing" means a Commercial business engaged in assembling, testing, storing, selling, or repairing equipment, parts, and machinery used exclusively for sod harvesting.

(~~272~~273) "Twin Home" means a Building arranged or designed to have only two Dwelling Units under separate ownership by two Owners which has a common wall along a common Lot line.

(~~273~~274) "Two Unit Dwelling" means a Building arranged or designed to have only two Dwelling Units under one ownership on one Lot, such as a duplex.

(~~274~~275) "Unchartered Financial Service Provider" means any business extending loans, cash advances, short term credit, rent-to-own services, or any similar financial services, excluding federal and state chartered banks, industrial banks, savings and loan institutions,

New and Used Automobile Sales, and credit unions.

(~~275~~276) "Use" means any legal purpose for which a Building, Structure, or tract of land can be designed, arranged, intended, maintained, or occupied or any activity, occupation, business, or operation legally carried on in a Building or Structure or on a tract of land.

(~~276~~277) "Variance" means a device which grants a property Owner relief from certain provisions of the Zoning Ordinance upon the showing set forth in state law and by this Title.

(~~277~~278) "Vehicle Recycling Facility" means the outside storage of or Use of property for a storage yard for operable or inoperable automobiles or trucks, a Junk yard, a salvage yard, or a tow truck or wrecker service, including but not limited to the following:

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

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

(~~278~~279) "Vehicle Storage Yard" means a site where operable vehicles without occupants are stored for compensation for more than 24 hours, excluding New and Used Automobile Sales, Automobile Service, Towing and Impound Yards, and Vehicle Recycling Facilities.

(~~279~~280) "Veterinary Hospital" means a place where Animals are given medical care and the boarding of Animals is limited to short term, indoor care incidental to the medical Use.

(~~280~~281) "Warehouse" means a Building used primarily for storage of goods and materials.

(~~281~~282) "Water and Sewer Improvement Districts" means the Granger-Hunter Improvement District, the Magna Improvement District, the Taylorsville-Bennion Improvement District, and any other water or sewer improvement district existing or hereafter organized which has jurisdiction over land in the City.

(~~282~~283) "Yard" means a space on a Lot unoccupied and unobstructed from the ground upward by Buildings, except as otherwise provided herein.

(~~283~~284) "Yard, Front" means a space on the same Lot with a Building between the front of the Building and the front Lot line and extending across the full width of the Lot. The depth

or setback of a Front Yard is the minimum distance between the front Lot line and the closest point of the front of the Building. On Corner Lots, the Front Yard is the Yard which is faced by the primary Entrance to the Building.

(~~284~~285) "Yard, Rear" means a space on the same Lot with a Building opposite the Front Yard between the rear of the Building and the rear Lot line and extending across the full width of the Lot. The depth of the Rear Yard is the minimum distance between the rear Lot line and the closest point of the rear of the Building.

(~~285~~286) "Yard, Side" means a space on the same Lot with a Building between the side line of the Building and the side Lot line and extending from the Front Yard to the Rear Yard. The width of the Side Yard shall be the minimum distance between the side Lot line and the side line of the Building.

(~~286~~287) "Zoning" means the land use regulation imposed by the City, including but not limited to the division of the City into Zoning districts, the establishment of land use standards in each district, and the regulation of Buildings upon the land.

(~~287~~288) "Zoning Administrator" means the West Valley City Zoning Administrator as appointed by the City Manager or his or her designee.

(~~288~~289) "Zoning Ordinance" means the West Valley City Zoning Ordinance as presently adopted and amended in the future.

7-6-301. COMMERCIAL AND MANUFACTURING USE TABLE.

The following table indicates the permitted (P), conditional (C), and prohibited (X) Uses within the Commercial, Manufacturing, and overlay Zones of the City. (PC) means a Use is permitted when not adjacent to a residential Use, Residential Zone, or Agricultural Zone and conditional when adjacent to a residential Use, Residential Zone, or Agricultural Zone. Certain Uses may have additional restrictions or requirements as set forth in this Title. Where Uses are marked with an asterisk, additional regulations can be found elsewhere in this Title. It is the express intent of the City Council that any Use not listed in this table is prohibited in the Commercial and Manufacturing Zones of the City.

Uses - (Uses with an asterisk (*) include use specific regulations.)	Zones - (Zones with an asterisk (*) include regulations that limit the use.)											
	BRP	MXD	CC	C-1	C-2	C-3	LI	M	DLSOZ	JROZ	BHOZ	56WOZ
Agricultural Business or Industry*	X	X	X	X	X	X	X	C	X	X	X	X
Agriculture	P	P	P	P	P	P	P	P				
Alternative Financial Service Provider*	X	X	X	X	P	P	X	P	X	X	X	X
Artist Studio	P	P*	P*	P	P	P	P	P				
Assisted Living Facility	X	P*	P*	P	P	P	X	X				
Automobile Parts Store	X	P*	X	P	P	P	X	P				X*
Automobile Sales, New	X	X	X	X	P	P	P	P	X	X		X*
Automobile Sales, Used	X	X	X	X	P	P	X	P	X	X	X	X*
Automobile Service*	X	X	X	X	PC	PC	P*	PC	X	X	X	X*
Bail Bonds Dealer	X	X	X	X	X	X	X	P	X	X	X	X
Blood Plasma Center	X	X	X	X	P	P	X	X	X	X	X	X
Brew Restaurant, Brew Restaurant and Liquor Retailer, Small Brewer*	X	X	P	X	P	P	X	P				
Bus Terminal*	X	X	X	X	X	PC	P	PC	X			
Cannabis Production Establishment*	X	X	X	X	X	X	X	P	X	X	X	X
Caretaker's Dwelling	P	P	P	P	P	P	P	P				
Cargo Container*	P	X	X	X	P	P	P	P	X	X	X	X
Commercial Raising, Rental, Stabling, Training and Grazing of Animals*	X	X	X	X	X	X	X	PC	X			
Commissary	X	X	X	X	X	X	X	PC	X			
Community Use	P	P*	P	P	P	P	P	P				
Convenience Store	X	P*	X	PC	PC	PC	P*	PC	X	X	*	

Uses - (Uses with an asterisk (*) include use specific regulations.)	Zones - (Zones with an asterisk (*) include regulations that limit the use.)											
	BRP	MXD	CC	C-1	C-2	C-3	LI	M	DLSOZ	JROZ	BHOZ	56WOZ
Day Care/Preschool Center	P	P*	P*	P	P	P	P	P				
Detention Facility/Jail*	X	X	X	X	X	X	X	C	X		X	X
Equestrian School	X	X	X	X	X	X	X	PC	X			
Equity Club*, Fraternal Club*, Social Club*, or Other Establishment Requiring a Club License	X	X	X	X	C	C	X	PC				
Event Center, Indoor*	X	P*	X	X	PC	PC	P	PC				
Event Center, Outdoor*	X	X	X	X	X	X	C	C				
Fast Food Establishment with Drive-Up Window*	X	P*	X	X	P	P	X	P	X	X	*	*
Fast Food Establishment with No Drive-Up Window	P	P*	P*	P	P	P	X	P		*	*	
Financial Institution	P	P*	P*	P	P	P	X	P				
Fitness Center	P	P*	X	P	P	P	P	P				
Food Vending Unit* and Mobile Food Vending Vehicle*	P	X	P*	X	P	P	X	P				
Fuel Sales Including Gasoline, Diesel, Propane and Other Similar Fuels	X	P*	X	PC	PC	PC	P	PC	X	X	*	
Furniture Store	X	P	X	P	P	P	X	P				
Garden Center* or Garden Center* with an Indoor Event Center* as an Accessory Use	X	P	X	C	P	P	X	P				
Grocery Store	X	P*	X	PC	PC	PC	X	PC				
Gun Range, Indoor	P	P	X	X	P	P	P	P				

Uses - (Uses with an asterisk (*) include use specific regulations.)	Zones - (Zones with an asterisk (*) include regulations that limit the use.)											
	BRP	MXD	CC	C-1	C-2	C-3	LI	M	DLSOZ	JROZ	BHOZ	56WOZ
Hardware Store	X	P*	X	P	P	P	X	P	X	X		
Heavy Equipment Sales and Service	X	X	X	X	X	X	X	PC	X		X	X*
Heavy Truck and Trailer Sales, New	X	X	X	X	X	X	P	PC	X			X*
Heavy Truck and Trailer Sales, Used	X	X	X	X	X	X	X	PC	X		X	X*
Heavy Truck and Trailer Service	X	X	X	X	X	X	C*	PC	X		X	X*
Home Improvement Center*	X	P*	X	X	PC	PC	X	PC	X	X		
Home Occupation*	X	P	P	X	X	X	X	X				
Hospital	P	P*	P*	X	PC	PC	P	PC				
Incinerator	X	X	X	X	X	X	X	X	X			
Industrial, Light	P	X	X	X	X	C	P	PC				
Industrial, Heavy	X	X	X	X	X	X	X	C	X		X	X
Inland Port Use	X	X	X	X	X	X	PC	PC				
Instructional Facility	P	P*	X	P	P	PC	P	PC				
Kennel, Indoor*	P	P*	P*	PC	PC	PC	P	PC				
Kennel, Outdoor*	X	X	X	X	X	X	X	C	X			
Laundromat	X	P	X	P	P	P	X	P				
Lingerie Store	X	P	X	X	P	P	X	P	X	X	X	X
Lodging Facility*	P	P*	P*	X	PC	PC	P	PC				
Manufacturer of Alcoholic Products	X	X	X	X	X	X	C	C	X			
Massage Establishment	X	X	X	X	P	P	X	P				
Medical Cannabis	P	P	P	P	P	P	P	P				

Uses - (Uses with an asterisk (*) include use specific regulations.)	Zones - (Zones with an asterisk (*) include regulations that limit the use.)											
	BRP	MXD	CC	C-1	C-2	C-3	LI	M	DLSOZ	JROZ	BHOZ	56WOZ
Pharmacy*												
Mortuary	X	P	X	P	P	P	X	P				
Movie Theater	X	P*	X	X	P	P	X	P				
Moving Truck Rental Business	X	X	X	X	C	C	X	PC	X			X*
Neighborhood Grocery	X	P*	X	P	P	P	X	P				
Neighborhood Service Establishment	X	P*	P*	P	P	P	X	P				
Noncommercial Raising, Training and Grazing of Animals	X	X	X	X	X	X	X	P	X			
Nursing Home/Convalescent Center	X	P*	P*	P	P	P	X	X				
Off-Premises Beer Retailer	X	P*	P	P	P	P	C*	P				
Office, Medical and Dental	P	P*	P*	P	P	P	X	X				
Office, Professional	P	P*	P	P	P	P	P	P				
Outdoor Waste Management Facility*	X	X	X	X	X	X	X	C				
Outside Display of Merchandise*	X	X	P*	X	P	P	X	P				
Outside Storage*	X	X	X	X	X	X	X	C	X		*	
Parking Lot, Commercial	P	P	X	X	P	P	P	P				
Parking Structure	P	P*	P*	X	P	P	P	P				
Permanent Cosmetic Establishment*	X	P*	P*	P	P	P	X	P				
Public Utility Installation (except lines and rights-	P	C*	P	C	C	C	P	PC				

Uses - (Uses with an asterisk (*) include use specific regulations.)	Zones - (Zones with an asterisk (*) include regulations that limit the use.)											
	BRP	MXD	CC	C-1	C-2	C-3	LI	M	DLSOZ	JROZ	BHOZ	56WOZ
of-way)												
Radio and Television Transmission Antennas, Transmitting Stations and Related Facilities*	X	X	X	X	X	X	P	P	X			
Recreation, Indoor	X	P*	X	P	P	P	P	P				
Recreation, Outdoor*	X	P*	X	X	PC	PC	X	PC	X			
Recreational Facility Beer Retailer*	X	P	X	X	P	P	P	P				
Recreational Vehicle, Motorized Outdoor Recreation Equipment and Mobile Home Sales	X	X	X	X	PC	PC	P	PC	X	X		
Rental Store	X	X	X	X	P	P	X	P				
Residential	X	P*	P*	X	X	X	X	X	X			
Restaurant*, Restaurant On-Premises Beer Retailer*, Restaurant Liquor Retailer	P	P*	P*	P	P	P	X	P				
Retail Department or Specialty Store	X	P*	P*	P	P	P	X	P				
Retail Tobacco Specialty Business*	X	X	X	X	P	P	X	P				
Sanitary Landfill	X	X	X	X	X	X	X	X				
Secondhand Precious Metal Dealer/Processor and/or Precious Gem Dealer	X	P*	X	P	P	P	X	P				
Secondhand Store	X	P*	X	P	P	P	X	P	*			
Self-Storage Facility*	X	X	X	X	X	X	X	PC	X	X	X	X

Uses - (Uses with an asterisk (*) include use specific regulations.)	Zones - (Zones with an asterisk (*) include regulations that limit the use.)											
	BRP	MXD	CC	C-1	C-2	C-3	LI	M	DLSOZ	JROZ	BHOZ	56WOZ
Sexually Oriented Business*	X	X	X	X	X	X	X	P	X	X	X	X
Shopping Center*	X	P*	P*	C	C	C	X	C				
State Store/Package Agency*	X	X	X	X	P	P	X	P				
Swap Meet, Indoor	X	X	X	X	X	X	X	X				
Swap Meet, Outdoor	X	X	X	X	X	X	X	X				
Tobacco Oriented Business*	X	X	X	X	X	X	X	P	X			
Tattoo Establishment	X	X	X	X	X	X	X	P	X	X	X	X
Tavern*	X	X	X	X	X	X	X	X				
Taxicab Business	X	X	X	X	P	P	P	P				
Temporary Nonresidential Building	P	P	P	P	P	P	P	P				
Temporary Land Use	P	P	X	P	P	P	P	P				
Towing and Impound Yard*	X	X	X	X	X	X	X	PC	X		X	X
Truck Transfer Company	X	X	X	X	X	X	C	C	X			
Turf Farm Equipment Manufacturing*	X	X	X	X	X	X	X	PC	X			
Uses Customarily Accessory to a Listed Permitted Use	P	P	P	P	P	P	P	P				
Uses Customarily Accessory to a Listed Conditional Use	P	P	P	P	P	P	P	P				
Vehicle Recycling Facility*	X	X	X	X	X	X	X	PC	X		X	X
Vehicle Storage Yard*	X	X	X	X	X	X	X	C	X		X	X

Uses - (Uses with an asterisk (*) include use specific regulations.)	Zones - (Zones with an asterisk (*) include regulations that limit the use.)											
	BRP	MXD	CC	C-1	C-2	C-3	LI	M	DLSOZ	JROZ	BHOZ	56WOZ
Veterinary Hospital*	P	P*	P*	P	P	P	P	P				
Warehouse	P	X	X	X	C*	C	P	PC	X	X		

X: Use is prohibited in the zone

X*: Use is prohibited in portions of the applicable overlay zone

C: Use is conditional

C*: Use is conditional and includes zone specific regulations

P: Use is permitted

P*: Use is permitted and includes zone specific regulations

PC: Use is permitted when not adjacent to a residential Use, Residential Zone, or Agricultural Zone. Use is conditional when adjacent to a residential Use, Residential Zone, or Agricultural Zone.

***:** Use includes overlay zone specific regulations

Section 3. Enactment. Section 7-7-117.5 is hereby enacted as follows:

7-7-117.5. OUTDOOR WASTE MANAGEMENT FACILITIES.

(1) No Outdoor Waste Management Facility shall be located within 1,000 feet of any Residential Use or Residential or Agricultural Zone.

(2) No Outdoor Waste Management Facility shall be located within 200 feet of any High-Image Arterial as defined in Chapter 7-10 as measured from the Right-of-way boundary.

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

(4) Outdoor Waste Management Facilities shall only be permitted in areas zoned M and designated for heavy manufacturing in the General Plan.

(5) Outdoor Waste Management Facilities shall not store, treat, or process human or animal waste, household garbage, or any similar product.

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

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

PASSED and APPROVED this _____ day of _____, 2020.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

ZT-6-2020
West Valley City
A zone text change to Sections 7-1-103 and 7-6-301 to define and prohibit outdoor waste management facilities

City staff is requesting a zone text change to Sections 7-1-103 and 7-6-301 to define and prohibit outdoor waste management facilities. The changes to Section 7-1-103, which is the definitions section of the zoning ordinance, would amend the definition of "heavy industrial" to exclude outdoor sewage treatment and disposal facilities and to exclude any other outdoor waste management facilities. The term "outdoor waste management facility" is also defined as: "any outdoor facility that stores, treats or processes liquid waste, sewage, sludge or solid waste. The change to Section 7-6-301 prohibits outdoor waste management facilities in all commercial and manufacturing zones.

The terms liquid waste, sewage, sludge and solid waste are all defined in Salt Lake County Health Department regulations as follows:

> "Liquid waste shall mean a solid waste that contains "free liquids" as defined by Method 9095 (Paint Filter Liquids Test), as described in "Test Methods for Evaluating Solid Wastes, Physical/Chemical Methods" (EPA pub. no. SW-846, latest edition). Liquid waste does not include infectious medical waste or hazardous waste.
>
> "Sewage shall mean human or animal wastes carried by water or other liquid from a dwelling, business building, institution, industrial establishment, or agricultural, recreational, or other location including, but not limited to, sewer systems, septic tanks, privy vaults, and cesspools, including any groundwater, surface water, and storm water that may be mixed with these wastes."
>
> "Sludge shall mean any solid, semi-solid, or liquid waste generated from a municipal, commercial, or industrial process, a wastewater treatment plant, water supply treatment plant, or air pollution control facility; car wash facility; or any other waste having similar characteristics and effect. Sludge does not include industrial discharges that are point sources subject to permits under the Utah Water Quality, Utah Administrative Code R317."
>
> "Solid waste shall mean garbage, trash, junk, asbestos or asbestos-containing material, hazardous waste, infectious medical waste, industrial waste, inert waste, construction and demolition waste, electronic waste, dead animals, sludge, liquid or semi-liquid waste, leachate, used oil, other spent, or discarded materials, or materials stored or accumulated for the purpose of discarding; materials that have served their original intended purpose, or waste material resulting from industrial manufacturing, mining, commercial, agricultural, household, institutional, recreational, or other activities. Solid waste does not include solid or dissolved materials in domestic sewage or in irrigation return flows, or discharges for which a permit is required under state or federal regulations.

Staff has two concerns with outdoor waste management facilities. The first concern is odors. An outdoor waste management facility in Salt Lake City creates odors that can be detected well into West Valley City. There aren't many locations within the City that don't have a neighboring use that would be negatively impacted by odors. For those sites that don't have neighboring uses, development will eventually fill in these spaces. In 1982, over 50% of the City was either agricultural land or vacant. Today, only about 10% of the City is undeveloped.

The second concern is aesthetics. Outdoor waste management facilities can be unsightly especially in areas seeing new light industrial growth. The City as seen significant growth in light industrial buildings in areas that were largely outdoor storage or outdoor processing uses. As land values continue to rise and the City becomes more urbanized, staff submits that outdoor waste management facilities really aren't appropriate within the City.

Staff has been approached by a group interested in developing an outdoor waste management facility that specifically handles waste from car wash facilities. They submit that such waste does not generate offensive odors. They have requested that their use not be grouped together with other uses that handle waste. A specific suggestion they made was:

> The City could prohibit Waste Transfer Stations that handle human or animal waste or household garbage.
>
> Perhaps the language could be "Waste Transfer Stations are prohibited except stations that do not process or handle human or animal wastes or household garbage." If the City wanted to go a step further, they could also specify that composting operations are not allowed.

Staff Alternatives:

1. Approval.
2. Continuance.
3. Denial.

Discussion: Steve Pastorik presented the application. Steve explained this is an ordinance revision proposed by staff that would first amend heavy industrial to only indoor sewer treatment management facilities. Second, this proposal would create a new use called outdoor waste management facilities. Steve explained the concern being the odor and aesthetics of this use. He stated that as the City has grown, there is less and less rural space for outdoor waste facilities.

Bryce Wells addressed the Planning Commission. He first asked Steve what the proposal states about liquids. Steve explained the proposal includes waste and sludge, such as waste from a carwash facility. Mr. Wells then stated understanding the odor issue with ET Technology and the handling of human waste. His concern is this proposal coming about after discussing a conditional

use for a carwash cleanout business with the City. Mr. Wells explained meeting with the City twice and getting the okay to proceed. He has spent money on supplies for the building and site plans. He stated with this proposal; he will not be allowed to put his business in this location.

Commissioner Winters asked Mr. Wells to explain the process of the cleanout business. Mr. Wells explained how the filtration system works to clean out the chemicals and then bring the waste product to the dump. Chair Meaders asked if this is something that could be done inside. Mr. Wells explained you would not have the evaporation to dry the dirt. Commissioner Woodruff asked Steve if he knew what the trucks that clean up the storm drains do with their materials? Steve said he would check with Public Works. Commissioner Woodruff stated that it seems Mr. Wells materials would be considered sludge; however, it makes you wonder how many materials the City doesn't know about would also classify as sludge.

Bryan Kent spoke from the public. He explained dealing with the unpleasant smells for years, and he feels this makes the City look bad and supports this proposal.

Alicia Davis, representing Bryce Wells, stated that she feels it is unfair to judge this business upon uses that handle human waste. She explained that with Mr. Wells' business has smells that are light and last for a short time and are hard to recognize. Her concern is that the City does not want to have people use their driveway as a carwash; they want them to use public carwashes. However, they don't want to have a service facility within the City. Commissioner Woodruff stated he doesn't feel there is a rush on this proposal, and he would be willing to continue it for two weeks to gather more information and make changes. He is also interested in what the City is currently doing with similar waste products.

Motion: Commissioner Woodruff motioned to continue ZT-6-2020 to the September 9th public hearing.

Commissioner Fuller seconded the motion.

Vote:

Commissioner Fuller	Yes
Commissioner Lovato	Yes
Chair Meaders	Yes
Commissioner Woodruff	Yes
Commissioner McEwen	Yes
Commissioner Wood	Yes
Commissioner Winters	Yes

Unanimous– ZT-6-2020– Continued

ZT-6-2020
West Valley City
A zone text change to Sections 7-1-103 and 7-6-301 to define and prohibit outdoor waste management facilities

This application was continued by the Planning Commission during the public hearing on August 26, 2020.

City staff is requesting a zone text change to Sections 7-1-103 and 7-6-301 to define and prohibit outdoor waste management facilities. The changes to Section 7-1-103, which is the definitions section of the zoning ordinance, would amend the definition of "heavy industrial" to exclude outdoor sewage treatment and disposal facilities and to exclude any other outdoor waste management facilities. The term "outdoor waste management facility" is also defined as: "any outdoor facility that stores, treats or processes liquid waste, sewage, sludge or solid waste. The change to Section 7-6-301 prohibits outdoor waste management facilities in all commercial and manufacturing zones.

The terms liquid waste, sewage, sludge and solid waste are all defined in Salt Lake County Health Department regulations as follows:

> "Liquid waste shall mean a solid waste that contains "free liquids" as defined by Method 9095 (Paint Filter Liquids Test), as described in "Test Methods for Evaluating Solid Wastes, Physical/Chemical Methods" (EPA pub. no. SW-846, latest edition). Liquid waste does not include infectious medical waste or hazardous waste.
>
> "Sewage shall mean human or animal wastes carried by water or other liquid from a dwelling, business building, institution, industrial establishment, or agricultural, recreational, or other location including, but not limited to, sewer systems, septic tanks, privy vaults, and cesspools, including any groundwater, surface water, and storm water that may be mixed with these wastes."
>
> "Sludge shall mean any solid, semi-solid, or liquid waste generated from a municipal, commercial, or industrial process, a wastewater treatment plant, water supply treatment plant, or air pollution control facility; car wash facility; or any other waste having similar characteristics and effect. Sludge does not include industrial discharges that are point sources subject to permits under the Utah Water Quality, Utah Administrative Code R317."
>
> "Solid waste shall mean garbage, trash, junk, asbestos or asbestos-containing material, hazardous waste, infectious medical waste, industrial waste, inert waste, construction and demolition waste, electronic waste, dead animals, sludge, liquid or semi-liquid waste, leachate, used oil, other spent, or discarded materials, or materials stored or accumulated for the purpose of discarding; materials that have served their original intended purpose, or waste material resulting from industrial manufacturing, mining, commercial, agricultural, household, institutional, recreational, or other activities. Solid waste does not

include solid or dissolved materials in domestic sewage or in irrigation return flows, or discharges for which a permit is required under state or federal regulations.

Staff has two concerns with outdoor waste management facilities. The first concern is odors. An outdoor waste management facility in Salt Lake City creates odors that can be detected well into West Valley City. There aren't many locations within the City that don't have a neighboring use that would be negatively impacted by odors. For those sites that don't have neighboring uses, development will eventually fill in these spaces. In 1982, over 50% of the City was either agricultural land or vacant. Today, only about 10% of the City is undeveloped.

The second concern is aesthetics. Outdoor waste management facilities can be unsightly especially in areas seeing new light industrial growth. The City as seen significant growth in light industrial buildings in areas that were largely outdoor storage or outdoor processing uses. As land values continue to rise and the City becomes more urbanized, staff submits that outdoor waste management facilities really aren't appropriate within the City.

Staff has been approached by a group interested in developing an outdoor waste management facility that specifically handles waste from car wash facilities. They submit that such waste does not generate offensive odors. They have requested that their use not be grouped together with other uses that handle waste. A specific suggestion they made was:

> The City could prohibit Waste Transfer Stations that handle human or animal waste or household garbage.
>
> Perhaps the language could be "Waste Transfer Stations are prohibited except stations that do not process or handle human or animal wastes or household garbage." If the City wanted to go a step further, they could also specify that composting operations are not allowed.

During the Planning Commission study session, the Commission asked staff to consider an alternative ordinance change that would allow some outdoor management of non-sewage waste if it was reviewed as a conditional use with screening and separation standards. Included with this report is an alternative to staff's original proposal. This alternative proposal would:

- allow outdoor waste management facilities as a conditional use in the M (Manufacturing) zone,
- exclude human or animal waste or household garbage from the definition of outdoor waste management facilities,
- require outdoor waste management facilities to be screened from public view,
- require outdoor waste management facilities to meet certain separation requirements (see attached table for a comparison of separation requirements for other uses) and
- require outdoor waste management facilities to be located within areas designated as heavy manufacturing in the General Plan.

Staff Alternatives:

1. Approval. Staff's original proposal for the ordinance change prohibiting outdoor waste management facilities should be approved.

2. Approval. Staff's alternative proposal for the ordinance change allowing outdoor waste management facilities should be approved.

3. Continuance.

4. Denial.

Discussion: Steve Pastorik presented the application. Commissioner Winters said this proposal seems reasonable. He feels where the City generates waste; it should help discard the waste. Commissioner Winters also feels the restrictions will keep the impact on West Valley City low.

Motion: Commissioner Winters motioned to approve ZT-6-2020 per staff alternative 2.

Commissioner Lovato seconded the motion.

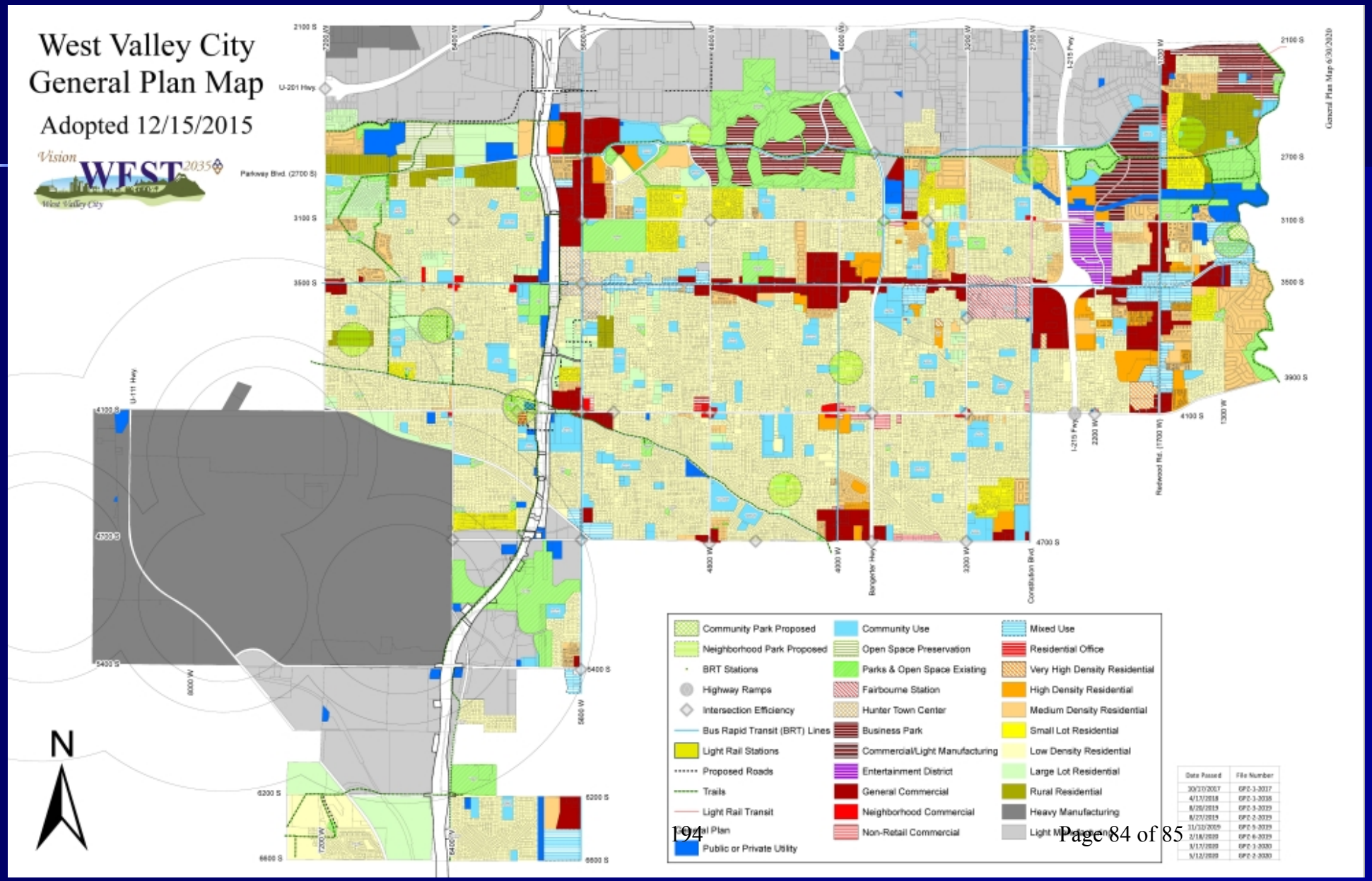
Vote:

Commissioner Fuller	Yes
Commissioner Lovato	Yes
Chair Meaders	Yes
Commissioner Woodruff	Yes
Commissioner Wood	Yes
Commissioner Winters	Yes

Unanimous– ZT-6-2020– Approved

ZT-6-2020

Petition by WEST VALLEY CITY requesting a zone text change to Sections 7-1-103 and 7-6-301 to define and prohibit outdoor waste management facilities. (Staff – Steve Pastorik at 801-963-3545) *Continued from the August 26,2020 public hearing*



ZT-6-2020

Petition by WEST VALLEY CITY requesting a zone text change to Sections 7-1-103 and 7-6-301 to define and prohibit outdoor waste management facilities. (Staff – Steve Pastorik at 801-963-3545) *Continued from the August 26,2020 public hearing*

Use	Separation from Agricultural Zone, Residential Zone or Residential Use	Separation from School, Church, Public Library or Public Park	Separation from Another Establishment with the Same Use	Separation from High-Image Arterial
Alternative Financial Service Providers	500'	N/A	1,000'	N/A
Cannabis Production Establishments	600'	1,000'	N/A	N/A
Detention Facilities and Jails	1,320'	1,320'	26,400'	N/A
Medical Cannabis Pharmacies	600'	N/A	N/A	N/A
Outdoor Event Centers	300'	N/A	N/A	N/A
Outdoor Waste Management Facility	1,000'	N/A	N/A	200'
Retail Tobacco Specialty Businesses	600'	1,000'	600'	N/A
Sexually-Oriented Businesses	1,000'	1,000'	600'	600'
Tobacco Oriented Businesses	300'	300'	300'	200'

Item: _____
Fiscal Impact: $ 250,000
Funding Source: State of Utah Grant Funds
Account #: _____

Budget Opening Required: X

ISSUE:

A Resolution of the City Council of West Valley City, Utah, authorizing the execution of a grant agreement with the Utah Department of Heritage and Arts Agency division of Arts and Museums and the acceptance of grant proceeds in the amount of $250,000. A distribution of funds received by the State of Utah under the Federal CARES Act for Maverik Center for 2020 events.

BACKGROUND:

This grant is awarded for the purpose of funding live music events to celebrate the return to live music featuring local technical vendors, local promoters and artist with local regional ties. Grant total funding is $250,000 and must be fully expended by December 30,2020. The funds can be used for salaries, rent, utilities and other general operating expenses with at least 50% of the grant award to benefit Utahns through encouraging travel, tourism, and community engagement as outlined in the application.

RECOMMENDATION:

Approval of this resolution

SUBMITTED BY:

Kevin Bruder, General Manager/Maverik Center

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING A GRANT AGREEMENT WITH THE STATE OF UTAH DEPARTMENT OF HERITAGE AND ARTS.

WHEREAS, the City wishes to receive grant funding from the State of Utah to support live events at the Maverik Center (the "Project"); and

WHEREAS, the State of Utah is willing to provide grant funding for the completion of the Project, conditioned upon certain obligations undertaken by the City; and

WHEREAS, a Grant Agreement (the "Agreement") has been prepared by and between the State of Utah and the City that set forth the rights, duties, and obligations of each of the parties with respect to said grant; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to approve the Agreement;

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

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2020.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Contract # 211005

STATE OF UTAH - GRANT AGREEMENT

1. PARTIES: This grant is between the following agency of the State of Utah:
Department Name: Utah Dept of Heritage & Arts Agency Code: 710 Division Name: Arts and Museums, referred to as (STATE), and the following GRANTEE:

Maverik Center
Name
3200 S Decker Lake Dr
Address
West Valley City | UT | 84119
City | State | Zip

LEGAL STATUS OF GRANTEE
- ☐ Sole Proprietor
- ☐ Nonprofit Corporation
- ☐ For-Profit Corporation
- ☐ Partnership
- ☒ Government Agency

Contact Person Kevin Bruder
Phone #(801) 824-3426
Email kbruder@maverikcenter.com
Federal Tax ID# 87-036454
Vendor # VC0000156097 Commodity Code #99999

2. GENERAL PURPOSE OF GRANT: This grant is to be used as outlined in the Scope of Work, Attachment B.

3. GRANT PERIOD: Effective Date: 07/01/20 Termination Date: 6/30/21 unless terminated early or extended in accordance with the terms and conditions of this grant. Renewal options (if any): None. All payments under this grant will be completed within 90 days after the Termination Date.

4. GRANT COSTS: GRANTEE will be paid a maximum of **$250000** for costs authorized by this grant. Additional information regarding costs: _____

5. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions
ATTACHMENT B: Scope of Work
ATTACHMENT C: Payment Schedule
ATTACHMENT D: UTAH ARTS & MUSEUMS CERTIFICATION AND STATEMENT OF ASSURANCES
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

6. DOCUMENTS INCORPORATED INTO THIS GRANT BY REFERENCE BUT NOT ATTACHED:
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this grant. IN WITNESS WHEREOF, the parties sign and cause this grant to be executed.

GRANTEE

Grantee's signature — 9/8/2020 Date

Type or Print Name and Title

STATE

Natalie Petersen — 9/10/2020
Agency's signature — Date

PROCESSED BY FINANCE
Director, Division of Finance

Approved as to Form 9/30/2020
Brandon Hill

Attachment A: Standard Terms and Conditions for Grants (Government)

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
   a. "**Contract**" means these terms and conditions, the Contract Signature Page(s), and all other attachments and documents incorporated by reference.
   b. **"Contract Signature Page(s)"** means the cover page(s) that the State and Grantee sign.
   c. **"Grantee"** means the individual or entity which is the recipient of grant money from the State. The term "Grantee" includes Grantee's agents, officers, employees, and partners.
   d. "**Non-Public Information**" means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA)or as non-public under other applicable state and federal laws. Non-public information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional information that must be kept non-public under federal and state laws.
   e. "**State**" means the State of Utah Department, Division, Office, Bureau, Agency, or other state entity identified on the Contract Signature Page(s).
   f. "**Grant Money**" means money provided by the State to a Grantee.
   g. "**SubGrantees**" means persons or entities under the direct or indirect control or responsibility of the Grantee, including, but not limited to, Grantee's agents, consultants, employees, authorized resellers, or anyone else for whom the Grantee may be liable at any tier, including a person or entity providing or performing this Contract, including the Grantee's manufacturers, distributors, and suppliers.

2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. **LAWS AND REGULATIONS:** At all times during this Contract, Grantee and all acts performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.

4. **REQUIRED ACCOUNTING:** Grantee agrees that it shall provide to the State accounting for all Grant Money received by the Grantee as required by the terms of the grant or, if not expressly provided, the following accounting:
   a. a written description and an itemized report detailing the expenditure of the Grant Money
   b. **NOTE: If the Grantee is a non-profit corporation**, Grantee shall make annual disclosures pursuant to the requirements of Utah Code § 51-2a-201.5.

5. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for payments made by the State to Grantee under this Contract, Grantee's performance of the Contract terms and milestones, and outcomes reported to the State by the Grantee. These records shall be retained by Grantee for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, State and federal auditors, State Entity staff, and/or a party hired by the State access to all records necessary to account for all Grant Money received by Grantee as a result of this contract and to verify that the Grantee's use of the Grant Money is appropriate and has been properly reported.

6. **CONFLICT OF INTEREST:** All grant applications were reviewed following a conflict of interest policy that was reviewed by the Utah Arts & Museums Boards. Grant application reviews are also subject to the Department of Utah Public Officers' and Ethics Act, Utah Code, § 67-16.

7. **INDEPENDENT GRANTEE:** Grantee and SubGrantees, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.

9. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and state employment laws, including: (i)Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee's employees.

10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract even if listed elsewhere in this Contract.

11. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Grantee, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

12. **PUBLIC INFORMATION:** Grantee agrees that this Contract and invoices will be public documents, and may be available for distribution in accordance with the Utah Government Records Access and Management Act (GRAMA). Grantee gives the State express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that the Grantee's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State is not obligated to inform Grantee of any GRAMA requests for disclosure of this Contract, related documents, or invoices.
    a. **Grantee** may designate certain business information as protected under GRAMA pursuant to Utah Code Section 63G-2-305 and 63G-2-309. It is Grantee's sole responsibility to comply with the requirements of GRAMA as it relates to information regarding trade secrets and information that should be protected under business confidentiality.

13. **PAYMENT:** The acceptance by Grantee of final payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to the Grantee. The State's payment shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State may have against Grantee.
    a. **RECAPTURE:** State shall recapture and Grantee shall repay any Grant Money disbursed to Grantee that is not used by Grantee for the project identified or if the money is used for any illegal purpose.

14. **REVIEWS:** The State reserves the right to perform reviews, and/or comment upon the Grantee's use

of the funds set forth in this Contract. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Contract.

15. **ASSIGNMENT:** Grantee may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State.

16. **NON-PUBLIC INFORMATION:** If Non-Public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and SubGrantees of the obligations set forth in this Contract; (ii) keep all Non-public Information strictly confidential; and (iii) not disclose any Non-public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-public Information.

    Grantee shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Grantee shall indemnify, hold harmless, and defend the State, including anyone for whom the State is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Grantee or anyone for whom the Grantee is liable.

    Upon termination or expiration of this Contract and upon request by the State, Grantee will return all copies of Non-public Information to the State or certify, in writing, that the Non-public Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

17. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing.

18. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

19. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Grantee's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Grantee or limits the rights of the State must be in writing and attached to this Contract or it is rendered null and void.

20. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.

21. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.

22. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: June 22, 2018)

STATE OF UTAH
(Government Version)
Attachment B

Organization: Maverik Center

Attachment B: Scope of Work
Funds must be fully expended by December 30, 2020 as specified in the Federal CARES Act. The funds can be used for salaries, rent, utilities and other general operating expenses. By June 30, 2021, the value of at least 50% of the award must benefit Utahns through encouraging travel, tourism, or community engagement. As outlined in the application, **Maverik Center** agrees to offer the following project:

The Maverik Center, owned by West Valley City will host live music event(s) to celebrate the return to live music featuring local technical vendors, local promoters, and artists with local and regional ties.

STATE OF UTAH
(Government Version)
Attachment C

Attachment C: Payment Schedule (June 1 to December 31)

Your total funding is **$250000.**

- Your award will be mailed to you shortly after the receipt of your contract materials by the Utah Division of Arts & Museums.

- Evaluative reports must be filed for this grant. Failure to do so will result in ineligibility to receive future funding for a period of one year. Grantee understands that current and future funds may be withheld due to an inadequate, incomplete, or non-submitted evaluative report.

    - All grant dollars from this award must be spent prior to December 30, 2020. Funds can be used to produce the project/event by December 30, 2020 or can be used for salaries, rent, utilities and other general operating expenses. As a grantee, you will submit a report to us on the use of these funds. This report will be due January 30, 2021 through the online grants portal.
    - 30 days after the project/event has concluded or by July 30, 2021, the grantee must also submit a report detailing the actual project/event expenditures. The expenditures must equal at least 50% of the award amount. This report will also be submitted through the online grants portal.
    - If the total award amount is not spent by December 30, 2020 on expenses incurred before year end, or if the actual project budget is less than 50% of the award amount, the grantee must return the unused or unearned grant funds to the State of Utah.

- Funds cannot be used to pay for the same expense in the same time period as expenses requested from any other CARES Act funding applications (for example, PPP, EIDL, SBA Bridge Loan, Rental Assistance Program, Utah Humanities, Institute of Museums and Library Services, National Endowment for the Arts (NEA), National Endowment for the Humanities (NEH), Western State Arts Federation (WESTAF), any CARES Act funds received by a Utah county or municipality, etc.). Please make certain that CARES Act funds and any other federal funds are tracked separately.

STATE OF UTAH
(Government Version)
ATTACHMENT D

UTAH DIVISION OF ARTS & MUSEUMS
CERTIFICATION AND STATEMENT OF ASSURANCES

The Utah Division of Arts & Museums (UA&M) is a state agency involved in public funding for arts and museums. As a public entity, it reserves the right to make final decisions on the use of public funds for projects, programs, acquisitions, commissions, or other activities deemed appropriate by the Division and/or Board. Funding from the State of Utah may not be used for anything that would be considered objectionable or obscene under Utah Code Section 32B-1-504.

UA&M reserves the right to revoke awarded public funds (current, multi-year, and/or future) as deemed necessary. The revocation of any public funds will be taken under consideration by the appropriate state board.

The applicant certifies, represents and warrants to the Utah Division of Arts & Museums (hereinafter referred to as Utah Arts & Museums) that it meets all eligibility requirements set forth by Utah Arts & Museums, including status as a nonprofit corporation pursuant to IRS Section 501(c)(3) and that:

1. The information contained herein and in all attachments and supporting material is true and correct; the filing of the application has been duly authorized by the governing body of the applicant, and the undersigned has authority to execute this application on behalf of the applicant.

2. The applicant accepts in advance any grant awarded by Utah Arts & Museums, agreeing: a) that any funds received as a result of the application will be expended solely for the described programs, in accordance with the State of Utah Terms and Conditions; b) to such other restrictions, conditions, and changes as Utah Arts & Museums may impose, unless the applicant objects within 30 days of mailing the award letter setting forth the terms of the grant in writing.

3. The financial accounts shall be subject to reporting and/or audit by appropriate agencies of the State of Utah and/or the Federal Government. The grantee will be responsible for the safekeeping and identification of records maintained to account for funds awarded herein. Said records must be kept in the grantee's files for a period of six years after completion of the project and submission of the final expenditure report.

4. Recipient agrees to acknowledge the Utah Division of Arts & Museums in writing and orally, including acknowledging the gift as follows:

   Credit must be given to Utah Arts & in brochures, verbally in public settings, in news releases, programs, publications, banners, other printed materials or internet/web page recognition. Grantees must use the new Utah Arts & Museums logo which credits the legislature. Narrative or audio credit may be used as follows: "This project is funded in part by the CARES Act and the Utah State Legislature through Utah Arts & Museums." Up to date electronic versions of the logos can be found on the website, artsandmuseums.utah.gov.



5. All grantees agree to promote their events on www.nowplayingutah.com (NPU). This arts and cultural calendar was created to benefit Utah's arts and cultural community and individuals interested in attending arts and cultural events. Grantees shall post their event information to NPU in a timely manner and shall promote the NPU website among its constituents, patrons, audiences, etc. Exceptions are made for K-12 schools and organizations providing services to at-risk individuals.

6. It is mutually agreed that all parties shall comply with Title VI of the Civil Rights Act of 1964; Fair Labor Standards under Section 5(j) of the National Foundation on the Arts and Humanities Act of 1965; Section 504 of the Rehabilitation Act of 1973; and Title IX.

7. The Grant Period will be effective July 1, 2020 to June 30, 2021. These dates will be considered the formal payment schedule.

8. The Grantee hereby assures and certifies that it will report on the expenditure of public funds by completing a Utah Arts & Museums Final Report.

9. The Grantee hereby assures and certifies that it will comply with state and federal statutes, regulations, policies, guidelines, and requirements for nonprofit entities. Specifically, UCA 51-2a-102(6)(f) and 51-2a-201.5 require that nonprofit organizations annually disclose the amount of pass through or grant money received from state, federal, and local governments each fiscal year. Additional reporting is required by law to the State Auditor and will vary, depending on the amount of combined federal, state and local funding received from all sources during a nonprofit organization's fiscal year.

Signature:

Kevin Bruder

Grantee's signature

Date of Application: 8/20/2020 1:02:04 PM (Last Modified Date)

Application #: APP-015122 (Letter of Agreement)

ITEM #: _____
FISCAL IMPACT: $5,000
FUNDING SOURCE: Utah Office of the Attorney General, Internet Crimes Against Children (ICAC) Task Force via the USDOJ, OJJDP

ISSUE:
Approval of an MOU between West Valley City and the Utah Attorney Generals Office designed to enhance a coordinated response to Internet Crimes Against Children. The Utah Office of the Attorney General has allotted the West Valley City Police Department $5,000 from funding they received from the United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention (OJJDP) grant to administer and operate the Internet Crimes Against Children (ICAC) Task Force.

SYNOPSIS:

The West Valley City Police Department has participated with the Utah Officer of the Attorney General, Internet Crimes Against Children (ICAC) Task Force for many years. Detectives with our department work hand in hand with the ICAC Task Force to investigate internet crimes against children occurring in West Valley City. This collaboration has been very successful for many years. The detectives assigned to the task force work this as a collateral assignment and are compensated in overtime reimbursed by this MOU/grant.

The memorandum of understanding between the Utah ICAC Task Force and West Valley City Police Department specifies that we are receiving $5,000 to use towards vigorously and properly investigating crimes against children that occur in some relationship with the Internet or other electronic media devices. Those investigations will be conducted only by sworn detectives and in a spirit of cooperation with other ICAC task force members. The funding is available from July 1, 2020 until June 30, 2021.

RECOMMENDATION:

Approve the memorandum of understanding between the Utah ICAC Task Force and West Valley City Police Department.

SUBMITTED BY:

Colleen Jacobs, Chief of Police

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING WEST VALLEY CITY (WVC) TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE UTAH ATTORNEY GENERALS OFFICE INTERNET CRIMES AGAINST CHILDREN TASKFORCE

WHEREAS, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, permits public agencies to enter into agreements to provide joint undertakings and services; and

WHEREAS, WVC has previously executed other memorandums of understanding with the Utah Attorney General's Office; and

WHEREAS, WVC desires to work with the Utah Attorney Generals Office ICAC Taskforce; and

WHEREAS, The Utah Attorney General's Office agrees to compensate WVC up to $5000.00 to offset personnel costs; and

WHEREAS, a Memorandum of Understanding has been prepared for execution by and between WVC and the Utah Attorney General's Office. This Agreement, which is attached hereto sets forth the rights, duties, and obligations of each of the parties thereto; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to enter into this Memorandum of Understanding.

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

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2020.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

MEMORANDUM OF UNDERSTANDING

Utah INTERNET CRIMES AGAINST CHILDREN TASK FORCE and
West Valley City Police Department

PARTIES

The Utah Attorney General's Office is the recipient of a United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention (**OJJDP**) grant to enforce laws regarding Internet crimes against children (**ICAC**), and the Office utilizes this grant to administer and operate the ICAC Task Force. Notwithstanding anything outlined herein, the agreement between the Parties shall be subject to any restrictions, limitations, or requirements of the OJJDP grant.

This Memorandum of Understanding (**MOU**) is entered into by the Utah Attorney General's Office, administrator of the grant funds and the Utah ICAC Task Force, and the West Valley City Police Department, with the Utah ICAC Task Force.

OVERVIEW / MISSION STATEMENT

OJJDP has created the ICAC Task Force Program, which is a national network of state and local law enforcement cybercrime units. The national ICAC program assists state and local law enforcement agencies to develop an effective response to cyber enticement and child pornography cases. This help encompasses investigative and forensic components, training and technical assistance, victim services, and community education. Due in large part to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency team approach to investigating and prosecuting ICAC cases.

Therefore, the mission of the Utah Attorney General's ICAC Task Force is to: (1) properly investigate and prosecute those who sexually exploit children through the use of the Internet and/or computers; (2) provide training and equipment to those involved in investigating and prosecuting ICAC; and (3) provide community education regarding the prevention of ICAC.

PURPOSE

The purpose of this MOU is to formalize the working relationship between the West Valley City Police Department, and the Utah Attorney General's ICAC Task Force, as well as to delineate the responsibilities and expectations of the relevant parties. By signing this MOU, the West Valley City Police Department, agrees to join the ICAC Task Force for the primary purpose of vigorously and properly investigating crimes against children that occur

in some relationship with the Internet or other electronic media devices. By becoming an affiliate with the Utah ICAC Task Force, the West Valley City Police Department, will benefit from grant resources, joint operations, and training opportunities. By entering into this MOU, the Utah Attorney General's ICAC Task Force will benefit from the investigative support from the West Valley City Police Department.

INVESTIGATIONS

All ICAC investigations will be conducted only by sworn law enforcement investigators and in a spirit of cooperation with other Utah Attorney General's ICAC task force members. Investigations will follow guidelines established by each agency's respective policy manual or guidelines. In addition, ICAC investigations shall also be governed by the national ICAC program's Operational and Investigative Standards, incorporated herein by reference (see attached). West Valley City Police Department further agrees to abide by standards and protocols of the Utah ICAC Task Force (see Best Practices Manual, incorporated herein by reference), and that investigators will attend and follow national and local ICAC training. Violation of the ICAC Operational and Investigative Standards and/or Utah Task Force standards and protocols is cause for cancellation of this MOU. This MOU is not intended to infringe on the ongoing investigations of any other agency.

REQUIREMENTS OF ICAC INVESTIGATIONS INVOLVING AFFILIATE INVESTIGATORS

West Valley City Police Department, agrees that only sworn peace officer(s), assigned as ICAC investigator(s), will conduct undercover ICAC investigations. Each investigator involved with undercover operations shall receive ICAC training prior to initiating proactive investigations. This training can be received through ICAC nationally approved trainings and/or training programs through the Utah ICAC Task Force.

West Valley City Police Department ICAC investigator(s), will conduct reactive investigations, including investigations of child pornography, Cybertipline referrals from NCMEC, Internet Service Provider and law enforcement referrals, and other ICAC-related investigations. Additional case initiations may develop from subject interviews, documented public sources, direct observations of suspicious behavior, public complaints, etc.

When requested, the West Valley City Police Department ICAC investigator(s), will provide agents assigned to the Utah ICAC Task Force access to ICAC investigative files, including computer records, in order to ensure compliance with all national ICAC standards. The Utah ICAC Task Force will also provide case file information when requested to the West Valley City Police Department.

West Valley City Police Department is responsible to provide all West Valley City Police Department ICAC investigator(s) with a secured work area with controlled access to all equipment, software, and investigative files. At a minimum, information should be maintained in locked cabinets or devices that are encrypted and under the control of investigators assigned to ICAC cases through the West Valley City Police Department with restricted access to authorized personnel only.

West Valley City Police Department, will conduct education and prevention programs to foster awareness and provide practical, relevant guidance to children, parents, educators, librarians, the business and law enforcement communities, and other individuals concerned about Internet child safety issues. Presenters shall not discuss ongoing investigative techniques and undercover operations utilized by the ICAC Task Forces.

GRANT REQUIREMENTS

The Office of the Utah Attorney General has awarded West Valley City Police Department with a state grant for the amount of **$5,000 for the fiscal year of July 1, 2020 through June 30, 2021, to be used and implemented by the West Valley City Police Department.** This grant is to partially fund the ICAC affiliate officers/agents assigned from the West Valley City Police Department, in regard to crimes against children as they relate to the Internet and other electronic media. These cases include but are not limited to Sexual Exploitation of a Minor, Possession/Distribution/Manufacturing of Child Pornography, and Enticing a Minor over the Internet, etc.

The funds awarded in this grant are to be used only for the following purpose: 1) Over-time of ICAC affiliate Task Force members who are actively working cases that relate to the overview of the OJJDP National ICAC Task Forces and the Mission Statement of the Utah ICAC Task Force; 2) Training and travel costs associated with approved ICAC Training; 3) Equipment and office supplies as they relate to ICAC case work; 4) Software and Internet lines as they relate to ICAC case work; 5) Travel cost associated with ICAC case work; and 6) Public education presentations and applicable material to aid in these presentations.

In order to help facilitate the continued receipt of federal funds supportive of the grant contemplated herein, West Valley City Police Department agrees that by accepting the grant amount from the Office of the Utah Attorney General, they will not enter into any agreement or otherwise accept additional funds from any other source that are specifically granted for the purpose of ICAC related investigations (i.e., "no double dipping" from funds specifically for the purpose of funding ICAC investigations). This provision shall not limit West Valley City Police Department from seeking other funds for non-ICAC related investigations, or federal funds for other or general law enforcement activities, equipment, etc.

SUPERVISION

West Valley City Police Department will be responsible for the operational supervision, administrative control, and personal and professional conduct of their ICAC investigator(s). ICAC investigations are a cooperative effort and investigative decisions will be a joint process guided by ICAC standards.

LIABILITY

West Valley City Police Department is responsible and liable for the acts and omissions of its own investigator(s), or employees in connection with the performance of their official duties under this MOU. For tort liability purposes, no participating agency shall be considered the agent of other participating agencies. Each participating agency shall be liable (if at all) only for the torts of its own investigator(s) or employees that occur within the scope of their official duties.

REPORTING STATISTICS

The assigned West Valley City Police Department ICAC investigator(s), shall submit monthly statistics to the Utah Attorney General's ICAC Commander on all ICAC investigations or other investigative work pertaining to the sexual exploitation of children via the Internet. These statistics shall be submitted in the ICAC Data System (IDS) by the **10th** day of each month, and shall include data on all related investigations opened or closed during the month, as well as forensic examinations, technical/investigative assistance provided to other agencies, subpoenas and court orders issued, training hours attended and taught, and community outreach provided.

In addition, a breakdown of basic case data shall be included for each case of sexual exploitation of a minor (child pornography) and criminal solicitation of a minor (enticement/traveler) case investigated by the assigned West Valley City Police Department ICAC investigator(s). The Utah Attorney General's Office will then be responsible for all required reporting to OJJDP and the State of Utah.

TRAINING

West Valley City Police Department shall make their ICAC investigator(s) designated as Task Force members available for applicable specialized training provided through the National ICAC program, the Utah ICAC Task Force and other appropriate training programs. The Utah Attorney General's Office will review training requests as they relate

to National ICAC programs. West Valley City Police Department will be required to pay the normal salary of their staff member(s) while they are attending the training.

CONFIDENTIALITY

It is understood that any confidential information pertaining to investigations of Internet Crimes Against Children will be held in the strictest confidence, and will only be shared with participating ICAC Task Force members, ICAC affiliates and/or other law enforcement agencies where necessary or as otherwise permitted by federal and/or state law.

EFFECTIVE DATE

This agreement shall be effective on July 1, 2020 and continue until such time as state funding for the Grant ends (June 30, 2021) or the agreement is canceled by either party upon written notice delivered to both The Office of the Utah Attorney General and the West Valley City Police Department.

Entered into this ____ day of _____, 2020.

Approved as to Form WVC by:

Bradley Jeppsen

_____

Chief Colleen Jacobs, West Valley City Police Department

_____

Chief Leo Lucey, Utah Attorney General's Investigation Division

Item:
Fiscal Impact: $192.000
Funding Source: General Fund

ISSUE:

A resolution authorizing West Valley City to enter into an agreement with The Hamm Consulting Group, L.L.C., for representation in Washington, D.C., for the three-year period commencing July I, 2019 and ending June 30, 2022.

SYNOPSIS:

In exchange for the services to be provided by The Hamm Consulting Group, the City will pay The Hamm Consulting Group $64,000 for each year of the agreement, payable in monthly installments.

BACKGROUND:

Ron Hamm of The Hamm Consulting Group has represented the City in Washington, D.C., for the past three years, and prior to that, was the City's representative with the Ferguson group. He is well versed regarding the City's needs and able to provide consulting and lobby services. The Hamm Consulting Group will help the City attain numerous goals and objectives and maintain an aggressive federal agenda. This Agreement is for the three-year period commencing July I, 2019 and ending June 30, 2022, with a 30-day termination clause.

The three year term helps the City stay on track with the cycles of legislative activity in Washington DC. Issues being discussed at the federal level typically take a long cycle to come to fruition.

RECOMMENDATION:

City staff recommends approval of the resolution.

SUBMITTED BY:

Nicole Cottle, CED Director/ Assistant City Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE HAMM CONSULTING GROUP, L.L.C., FOR REPRESENTATION IN WASHINGTON, D.C.

WHEREAS, for many years, West Valley City (hereinafter "the City") has entered into contractual agreements for representation in Washington D.C.; and

WHEREAS, the City desires to enter into an agreement with The Hamm Consulting Group, L.L.C. (hereinafter "the Washington Representative"), for representation in Washington, D.C., for the three-year period; and

WHEREAS, an agreement has been prepared for execution by and between the City and the Washington Representative, a copy of which is attached hereto and entitled "Agreement West Valley City, Utah and Hamm Consulting Group" (hereinafter "the Agreement"), which sets forth the rights, duties, and obligations of the each of the parties with respect thereto; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to enter into the Agreement with the Washington Representative;

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

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____ _____, 2020.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

AGREEMENT

WEST VALLEY CITY, UTAH

AND

HAMM CONSULTING GROUP

THIS AGREEMENT is made this _____ day of _____, 20_____, by and between West Valley City, a municipal corporation of the State of Utah located at 3600 Constitution Boulevard, West Valley City, Utah (hereinafter referred to as "the City"), and The Hamm Consulting Group, a limited liability company located at 42997 Lago Stella Place, Ashburn, Virginia, 20148 (hereinafter referred to as "the Washington Representative"). Pursuant to this Agreement, the City and the Washington Representative agree to assume the following obligations:

1. **OBLIGATIONS OF THE HAMM CONSULTING GROUP.**

A. The Hamm Consulting Group will act as a Washington Representative to the City in Washington, D.C.

B. The Washington Representative will confer with the City Manager and such other City personnel as the City Manager may designate at the times and places mutually agreed to by the City Manager and the Washington Representative on all organizational planning and program activity that has bearing on the ability of the City to make the best use of federal aid programs.

C. The Washington Representative will review federal executive proposals, legislation under consideration, proposed and adopted administrative rules and regulations and other Washington developments for the purpose of advising the City of those items that may have a bearing on City policy or programs.

D. The Washington Representative will secure and furnish such detailed information as may be available on federal programs in which the City indicates an interest.

E. The Washington Representative will review and comment on proposals of the City that are being prepared for submission to federal agencies when requested to do so by the City Manager.

F. The Washington Representative will maintain liaison with the City's Congressional delegation and will assist the delegation in any matter which the City determines to be in its best interest in the same manner as any other member of the City's administrative staff might render assistance.

G. The Washington Representative will counsel with the City regarding appearance by City personnel before Congressional committees and administrative agencies and will arrange for appointments and accommodations for City personnel as necessary.

H. The Washington Representative will contact federal agencies on the City's behalf prior to the submission of applications by the City to such agencies and otherwise take whatever steps required to obtain the most favorable consideration of such applications.

I. In fulfilling responsibilities under this Agreement, the Washington Representative will act in the name of West Valley City, Utah, and with the title Washington Representative to the City Manager.

J. The Washington Representative shall pay all travel, long distance phone, document production, and incidental expenses incurred for the performance of this Agreement.

2. **OBLIGATIONS OF THE CITY.**

A. This Agreement shall commence upon execution by the parties and shall continue for a term of a one year; thereafter this Agreement shall automatically renew for two additional one-year terms, subject to Section 4 of this Agreement.

B. The City will pay the Washington Representative $64,000 for each one-year term of the Agreement, payable in monthly installments for all terms.

C. The City will advise the Washington Representative of the name or names of persons other than the City Manager authorized to request service by the Washington Representative and the person or persons to be kept advised by the Representative.

D. The City will supply the Washington Representative with a summary of all federal programs in which the City is participating and will advise the Washington Representative of any new application filed, together with the pertinent details as to the substance of such applications.

E. The City will supply the Washington Representative with copies of budgets, planning documents, and regular reports of the City Manager and departments, Council agendas and proceedings, newspapers and other materials that will assist the Washington Representative in keeping current on City policies and programs.

3. **WEST VALLEY CITY, UTAH, AND THE HAMM CONSULTING GROUP CONCUR THAT THE FOLLOWING EXCLUSIONS SHALL APPLY TO THIS AGREEMENT.**

The Washington Representative assigned to the City:

A. Will not represent the interest of local constituents of the City in pursuit of federal business;

B. Will not represent the City before Congressional Committees or in any judicial or quasi-judicial hearing conducted by hearing boards or examiners of federal agencies, boards, or commissions;

C. Will not perform any legal, engineering, accounting or other similar professional services.

4. Either party may terminate this Agreement at any time by giving the other at least thirty (30) days' notice in writing of such termination by certified mail, return receipt requested, postage prepaid, and addressed to the respective parties as follows:

If to the City:
West Valley City
Attn: Nicole Cottle, Assistant City Manager
3600 Constitution Blvd.
West Valley City, Utah 84119

If to the Washington Representative:
The Hamm Consulting Group
Attn: Ron Hamm, President
42997 Lago Stella Place
Ashburn, VA 20148

(Signatures follow on the next page.)

WEST VALLEY CITY

_____
Mayor

ATTEST:

_____
City Recorder

APPROVED AS TO FORM
WVC Attorney's Office

By: _____

Date: _____

THE HAMM CONSULTING GROUP

_____
Ron Hamm, President

State of _____)
:ss
County of _____)

On this _____ day of _____, 20_____, personally appeared before me Ron Hamm, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the President of Hamm Consulting Group, a limited liability company, and that this document was signed by authority of its members or its articles of organization, and he acknowledged to me that said limited liability company executed the same.

_____
Notary Public

Item: _____
Fiscal Impact: $100,000/year
Funding Source: Administration
Budget Opening: N/A

ISSUE:

A resolution authorizing West Valley City to enter into an agreement with DLS Consulting, Inc. ("DLS") to provide professional services during the 2020, 2021 and 2022 legislative cycles.

SYNOPSIS:

In exchange for payment by West Valley City of $100,000 per year in monthly installments DLS will provide the City with the professional services described below. It is important to note that this represents an increase of $20,000 per year. This increase is warranted for two reasons. First, DLS has not had a contract increase since initially contracting with the city in 2005. Second, DLS will see an increase in responsibility due to the City's recent exit from the League of Cities and Towns.

BACKGROUND:

Dave Stewart has represented West Valley City for many years at the state legislature. He has an extremely impressive understanding of the city, its unique needs and concerns and its important issues. His representation has resulted in the receipt of significant appropriations and has provided the City with protection from regulations that may have been detrimental. Dave Stewart has exceptional knowledge of the City and its needs and is able to represent the City effectively.

DLS will provide the City with professional services by interacting with other governmental agencies, including lobbying the Utah Legislature on issues important to the City. This agreement runs through the 2022 fiscal year with a 30-day termination provision.

The DLS contract has been restructured to take into account the need for continuity which is acutely important because of the City's recent exit from the Utah League of Cities and towns.

RECOMMENDATION:

City staff recommends approval of the resolution.

SUBMITTED BY:
Nicole Cottle, Community & Economic Development Director / General Counsel / Assistant City Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH DLS CONSULTING, INC., FOR PROFESSIONAL SERVICES FOR LEGISLATIVE ISSUES AND PROJECTS.

WHEREAS, West Valley City (hereinafter "the City") has legislative issues and projects that may be furthered with the assistance of a professional consultant; and

WHEREAS, DLS Consulting, Inc. (hereinafter "DLS"), has certain unique knowledge of legislative processes to assist the City with these issues and projects; and

WHEREAS, an agreement has been prepared for execution by and between the City and DLS, a copy of which is attached hereto and entitled "Agreement for Professional Services" (hereinafter "the Agreement"), which sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to enter into the Agreement with DLS for professional services;

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

PASSED, APPROVED, and **MADE EFFECTIVE** this _____ day of _____ _____, 2020.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (hereinafter referred to as "the Agreement") is made this _____ day of _____, 2020, by and between West Valley City, a municipal corporation of the State of Utah located at 3600 South Constitution Boulevard, West Valley City, Utah 84119 (hereinafter referred to as the "City"), and DLS Consulting, Inc. (hereinafter referred to as "DLS").

RECITALS

WHEREAS, West Valley City has legislative issues and projects that may be furthered with the assistance of DLS; and

WHEREAS, this assistance includes lobbying the Utah Legislature during the 2020 and 2021 Session on issues important to the City as mutually agreed to between the parties, as provided herein; and

WHEREAS, DLS has certain unique knowledge of legislative processes to assist the City with these issues and projects;

NOW, THEREFORE, based on the foregoing, the parties agree as follows:

AGREEMENT

1. DLS agrees to provide or has provided services for the City specifically during the 2020, 2021 and 2022 Legislative Sessions on issues important to the City. The City Manager or designee shall work with DLS in identifying, and agreeing on, which issues are to be included. This agreement is intended to cover work which occurred during the 2020 legislative session and shall automatically continue until April, 30 2022.

2. DLS agrees to assist the City regarding legislative relation building, and other state and local governmental issues. DLS further agrees to provide the following:

   DLS shall review executive proposals, legislation under consideration, proposed and adopted administrative rules and regulations and other legislative discussions and developments for the purpose of advising the City of those items that may have a bearing on City policy or programs.

   DLS shall secure and furnish such detailed information as may be available on state legislative programs in which the City indicates an interest.

   DLS shall review and comment on proposals of the City that are being prepared for submission to when requested to do so by the City Manager or designee.

   DLS shall maintain liaison with the City's legislative delegation and will assist the delegation in any matter which the City determines to be in its best interest in the

same manner as any other member of the City's administrative staff might render assistance.

3. DLS agrees that it will not lobby the City or its officials on behalf of any other client without providing written disclosure of the representation. DLS further agrees to immediately disclose any actual or perceived conflict of interest as it arises.

4. In exchange for the services to be provided by DLS, the City agrees to pay DLS the sum of Eighty Thousand Dollars ($100,000). Said payment shall be made in ten monthly payments of Eight Thousand Dollars ($10,000) each beginning upon execution of this Agreement.

5. Applicable Laws.

   A. DLS shall obey all laws, ordinances, regulations and rules of the federal, state, county, and municipal governments that may be applicable to DLS's operations. Specifically, DLS shall comply with, but not be limited to complying with, the Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration rules and regulations, and the Americans with Disabilities Act.

   B. If DLS's actions constitute or cause a violation of federal, state, or local law, said actions shall constitute a breach of this Agreement, and DLS shall hold the City harmless from any and all liability arising out of or in connection with said violations, including any attorney's fees and costs incurred by City as a result of such violations.

   C. This Agreement shall be construed under and in accordance with the laws of the State of Utah.

6. Notices. Any notice required by this Agreement may be served by mailing or delivering such notice to the following addresses:

If to the City:
West Valley City
Attn: Wayne Pyle
3600 Constitution Boulevard
West Valley City, Utah 84119

If to DLS:
DLS Consulting, Inc.
Attn: David Stewart
11671 N. Granite Flats Road
Highland, UT 84003
(801) 910-3936

Either party may change their address upon written notice to the other party.

7. City Representative. The City hereby appoints the City Manager, or his designee, as the City's representative to assist in the administrative management of this Agreement, to ensure that the work to be performed is timely and adequately performed, and to provide for any City approvals as may be required by this Agreement. The City's representative shall assist in monitoring and evaluating this Agreement to completion. DLS understands and agrees that the City's representative shall have no control over the means, methods, techniques, or procedures employed, it being clearly understood that the City is interested only in the results obtained under this Agreement, with the manner and means of obtaining those results being under the sole control of DLS.

8. Attorney's Fees. In the event of default hereunder, the defaulting party agrees to pay all costs incurred by the non-defaulting party in enforcing this Agreement, including reasonable attorney's fees, whether work is performed by in-house or outside counsel, and whether fees are incurred through initiation of legal proceedings or otherwise.

9. Taxes and Assessments. DLS shall pay all lawful taxes, assessments, or charges which at any time may be levied by the State, County, City, district, or any other tax or assessment-levying body upon its interest in this Agreement.

10. Entire Agreement. This Agreement contains the entire agreement between the parties, and no statement, promise, or inducements made by either party or agents for either party which are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified, or altered, except in writing signed by both parties.

11. Assignment. This Agreement may not be transferred or assigned by DLS without the written permission of the City, which may be withheld at the City's sole discretion.

12. Agreement Binding. DLS covenants that the provisions of this Agreement shall be binding upon its heirs, successors, representatives, and agents.

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

14. Termination: Either DLS or the CITY may terminate this Agreement at any time by giving the other at least thirty (30) days' notice in writing of such termination. In that event, the monthly payments set forth in Section 4 above shall be paid only through the date of termination of this Agreement, and DLS shall have no claim for payments beyond the termination date.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives as the day, month, and year first written above.

(Signatures follow on the next page.)

WEST VALLEY CITY

_____

Mayor

Attest:

_____

City Recorder

APPROVED AS TO FORM

WVC Attorney's Office

By: _____

DLS CONSULTING, INC.

_____

David Stewart

Item #:	
Fiscal Impact:	$44,984.27
Funding Source:	Existing Budget
Account #:	10-4151-40750-42001-0000
Budget Opening Required:	No

ISSUE:

Approval of a Professional Services Agreement with Technology Providers, Inc. ("TPI") to overhaul and upgrade the Emergency Operations Center in City Hall.

SYNOPSIS:

This agreement sets forth the obligations of both parties to improve the Emergency Operations Center.

BACKGROUND:

The Emergency Operations Center in City Hall is designed for emergency staff to be able to exert command and control of City resources for emergencies. The current technology in the room is usable, but dated. This contract would upgrade the room to be able to use current teleconferencing capabilities, include more video screens, and install a user-friendly electronic interface in the room.

RECOMMENDATION:

City staff recommends approval of the resolution.

SUBMITTED BY:

West Valley City Emergency Management

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF AUDIOVISUAL EQUIPMENT FROM TECHNOLOGY PROVIDERS, INC. FOR USE AT THE EMERGENCY OPERATIONS CENTER.

WHEREAS, West Valley City wishes to purchase certain audiovisual equipment for use at the Emergency Operations Center; and

WHEREAS, Technology Providers, Inc. has been awarded the state contract to supply said equipment; and

WHEREAS, the price awarded to Technology Providers, Inc. is within price parameters and meets the City's needs; 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 purchase said equipment;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the City is hereby authorized to purchase audiovisual equipment from Technology Providers, Inc. for an amount not to exceed $44,984.27 and that the Mayor and City Manager are hereby authorized to execute, for and on behalf of the City, any documents necessary to complete said purchase.

PASSED, APPROVED, and **MADE EFFECTIVE** this _____ day of_____, 2020.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Professional Services Agreement

THIS AGREEMENT is made this 21st day of September, 2020, by and between West Valley City, a Utah municipal corporation (hereinafter the "City"), and Technology Providers Incorporated, a Utah corporation (hereinafter "Contractor"). The City and the Contractor are referred to herein individually as "Party" and together as "Parties."

RECITALS:

WHEREAS, the West Valley City Emergency Operations Center (hereinafter "EOC") necessitates a digital media upgrade; and

WHEREAS, the City desires a qualified contractor with the requisite experience and expertise to provide the upgrade and make it compatible with the other City Hall systems; and

WHEREAS, Contractor is on State Contract and therefore Contractor's pricing, experience, and expertise satisfy the West Valley City Procurement Ordinance; and

WHEREAS, Contractor submitted a proposal that meets the City's requirements for the EOC and is compatible with the other City Hall systems, which also satisfies the West Valley City Procurement Ordinance; and

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

AGREEMENT:

1. **Contractor's Obligations.**

   a. **Audio/Visual Equipment:** Contractor shall provide all the equipment and materials set forth in Exhibit A. The Audio/Visual equipment set forth in Exhibit A shall be hereinafter referred to as the "AV Equipment."

   b. **Audio/Visual Equipment Installation:** Contractor shall provide all labor and materials necessary for the complete installation *and operation* of the AV Equipment in the EOC, except for those materials and labor set forth in this Section 1.c. Labor and materials provided by Contractor for the complete installation and operation of the AV Equipment include, but are not limited to: all hardware, software, cables, tools, network and power requirements subject to Section 1.c.(iii), and any other materials or tasks necessary for the complete installation and operation of the AV Equipment. Contractor shall perform the installation with the professional skill and workmanship of contractors with similar training, education, certifications, and expertise in the industry. Contractor shall comply with all applicable legal requirements, including, but not limited to: local, state and federal codes, statutes, regulations and rules. The AV Equipment shall be of the highest

available quality and the installation and test operations shall include quality controls such that any defects in the equipment or installation are detected and cured prior to payment.

c. **Exclusions in Labor and Materials:** Contractor shall not provide the following:

(i) Conduit and high-voltage work required for AV Equipment
(ii) Finish work including drywall, paint, and wall/ceiling framing
(iii) IT network connectivity, setup and configuration that meet the requirements provided by Contractor
(iv) Furniture or millwork modification
(v) The City's Obligations under Section 2 of this Agreement

d. **Compensation:** The total compensation owed to Contractor for Contractor's performance under this Agreement shall not exceed Forty-Four Thousand Nine Hundred Eighty-Four Dollars and Twenty-Seven Cents ($44,984.27). Any additions or modifications to the Compensation under this Section must be expressly approved by the City, in writing, and delivered to Contractor prior to implementation of the change or modification.

e. **Project Schedule:** Contractor shall complete the installation of the AV Equipment such that it is fully operational on or before 13 November, 2020. Contractor shall have access to the EOC 12 October, 2020 for the installation of the AV Equipment.

f. **Warranty:** Upon the City's acceptance of the system, Contractor shall provide a one year, all inclusive, system warranty. The warranty shall cover any and all system issues that prevent it from operating properly as determined by the City, except for issues stemming from the Exclusions set forth in this Section 1.c., and Contractor shall repair or replace whatever is required for the system to operate properly, as determined by the City, at zero cost.

g. **System Maintenance:** Throughout the life of the Warranty and for an additional period of two years, Contractor shall perform all system maintenance necessary for the AV Equipment to operate properly, as determined by the City, at zero cost.

h. **Technical Assistance/Customer Service**: Throughout the life of the Warranty and for an additional period of two years, Contractor shall promptly respond to requests for technical assistance or any other customer service from the City, at zero cost.

2. **City's Obligations.**

a. The City shall compensate Contractor in the amount set forth in Section 1.d. as follows:

(i) Thirty Percent (30%) of the Compensation upon execution of this Agreement.

(ii) Thirty Percent (30%) of the Compensation on 16 October, 2020.

(iii) Forty Percent (40%) of the Compensation after the City's acceptance of the system and receipt of a complied and protected version of the entire software package as well as any other system documentation.

3. **Term of Agreement.** This Agreement shall commence upon execution by the parties and shall continue for a period of not more than four (4) months, or until Contractor completes its performance under this Agreement. Contractor's Warranty, System Maintenance, Technical Assistance/Customer Service, and indemnification obligations shall survive the termination of this Agreement. The City and Contractor understand that time is of the essence, however, the expected completion time may be extended in writing by the City, as deemed necessary by the City

4. **Termination.**

a. The City reserves the right to terminate this Agreement at any time for its convenience, or in the event that it abandons or indefinitely postpones the program. Such terminations shall be accomplished by written notice to that effect, delivered to Contractor. Upon receipt of such notice, Contractor shall immediately cease work. Payment to Contractor shall be made for materials and labor performed prior to receipt by Contractor of such termination notice, together with Contractor's cost for closing down its work, and Contractor shall have no claim for loss of anticipated profits or any additional compensation.

b. In the event the City fails to substantially comply with the provisions of this Agreement, or if it fails to timely pay compensation due to Contractor, Contractor may serve written notice thereof upon the City, and, if the City fails within a period of seven (7) working days thereafter to correct such failure, Contractor may terminate this Agreement upon written notice to the City.

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

6. **Independent Contractor.** 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 City employees; nor shall they be entitled, as a result of the execution of this Agreement, to any benefits or protections that would otherwise be available to City employees.

7. **Conflict of Interest.** Contractor warrants that no City employee, official, or agent has been retained by Contractor to solicit or secure this Agreement upon an agreement or

understanding to be or to become an officer, agent, or employee of Contractor, or to receive a commission, percentage, brokerage, contingent fee, or any other form of compensation.

8. **Indemnification and Insurance.** Contractor agrees to indemnify, and hold the City harmless from and against 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, patent, 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, patent, 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. However, in no event shall the City act as Contractor under this Agreement. Contractor acknowledges and covenants that Contractor is solely responsible for the AV Equipment, labor, and all materials set forth in this Agreement.

Contractor will maintain insurance coverage throughout the term of the Agreement. Insurance coverage will include:

1)	Worker's Compensation	
	State	Statutory
	Employer's Liability	$100,000
2)	Comprehensive General Liability	
	Bodily Injury and Property Damage	$3,000,000
	Aggregate	$4,000,000
3)	Automobile Liability	
	Combined Single Limit	$3,000,000
4)	Professional Liability	$3,000,000

9. **Notices.** A notice or communication given under this Agreement by any Party to another Party shall be sufficiently given or delivered if given in writing by personal service, express mail, FedEx, UPS, DHL or any other similar form of courier or delivery service, or electronic mail, or mailing in the United States mail, postage prepaid, certified, return receipt requested and addressed to such other Party as follows:

(i) In the case of a notice or communication to the City:

City Manger
West Valley City

3600 Constitution Boulevard
West Valley City, Utah 84119-3027

with a copy to:

West Valley City Attorney
3600 Constitution Boulevard
West Valley City, Utah 84119-3027

(ii) In the case of a notice or communication to Contractor:

Technology Providers, Inc.
Attn: Danyelle Racine
3739 West 2270 South, Suite E
West Valley City, Utah 84120

(iii) Notice to any Party may be addressed in such other commercially reasonable way that such Party may, from time to time, designate in writing and deliver to the other Parties as set forth in this Section.

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. **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 receives a GRAMA request that relates to any matter set forth in this Agreement, the City 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. **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.

20. **Time of the Essence.** Time is and shall be of the essence of this Agreement and of each term and provision hereof.

21. **Counterparts/Electronic Signatures.** This Agreement may be executed in counterparts, each of which when taken together shall constitute one complete agreement. Electronic signatures shall be acceptable as if originals, but the Parties agree to deliver an original signature to the other Parties within two (2) business days by reputable courier service.

22. **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.

23. **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.

24. **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.

25. **Binding Effect.** This Agreement shall be binding upon the Parties and their respective permitted successors and assigns.

26. **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.

27. **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.

(Signatures follow on the next page.)

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

WEST VALLEY CITY

_____
City Manager

_____
Mayor

APPROVED AS TO FORM
WVC Attorney's Office
By: _____
Date: _____

ATTEST:

_____
City Recorder

TECHNOLOGY PROVIDERS, INC.

By: Jeffrey R. Mills

Title: DIRECTOR

STATE OF _____)
: ss.
COUNTY OF _____)

On this _____ day of _____, 2020, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the _____ [title] of **Technology Providers, Inc.**, a corporation, and said document was signed by him on behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he acknowledged to me that said corporation executed the same.

_____
Notary Public

EXHIBIT A

DRAFT

Item #:	
Fiscal Impact:	$90,100.00
Funding Source:	Budget
Account #:	21-7640-40740-00000-0000
Budget Opening Required:	No

ISSUE:

Award a contract for replastering of the Leisure Pool at the West Valley City Family Fitness Center.

SYNOPSIS:

West Valley City solicited proposals for the replastering of the Leisure Pool at the Family Fitness Center. Four companies responded with TECA being selected.

BACKGROUND:

Parks and Recreation publicly advertised for proposals for the replastering of the Leisure Pool at the Family Fitness Center.

The RFP was posted in the newspaper, on bid sites and several companies were contacted by staff. The proposals were evaluated and compared against each other in a matrix format by a committee of three. Evaluation criteria included price, warranty, timeline and references. Of the four proposals, three met specifications. These are as follows:

TECA:	$90,100
Mid-American Pool Renovation:	$97,225
Precision Pool & Spa	$100,460

Out of these proposals, TECA was the lowest responsible bidder.

RECOMMENDATION:

City staff recommends approval of the resolution to award the contract to TECA for the replastering of the Leisure Pool at the Family Fitness Center.

SUBMITTED BY:

Jamie Young, Parks and Recreation Assistant Director/Fitness Center Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AWARDING A CONTRACT TO TECA AQUATICS INNOVATIONS, INC., FOR REPLASTERING OF THE LEISURE POOL AT THE WEST VALLEY CITY FAMILY FITNESS CENTER.

WHEREAS, the Parks & Recreation Department solicited proposals from qualified vendors to replaster the leisure pool at the Family Fitness Center (hereinafter referred to as "the Project"); and

WHEREAS, one vendor, Teca Aquatics Innovations, Inc. (hereinafter referred to as "TAI"), submitted a proposal within the guidelines established; and

WHEREAS, the proposal submitted by TAI was determined to be the best, most responsible and responsive proposal received, and met all other specifications for the Project; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the citizens of West Valley City to award a contract for the Project to TAI;

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

1. TAI is hereby awarded the contract for the Project, in an amount not to exceed $90,100.00.

2. The Mayor is hereby authorized to execute, for and in behalf of the City, any documents necessary to complete said contract, subject to approval of the final form of the contract by the City Manager and the City Attorney's Office.

PASSED, APPROVED and **MADE EFFECTIVE** this _____ day of _____ _____, 2020.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WEST VALLEY CITY
AGREEMENT FOR LEISURE POOL UPDATE

THIS AGREEMENT is made this 25 day of September, 2020, by and between West Valley City, a municipal corporation of the State of Utah (hereinafter referred to as "the CITY"), and Teca Aquatics Innovations, Inc., a corporation (hereinafter referred to as "TAI"). The CITY and TAI are collectively referred to as "the Parties" or individually as a "Party."

WITNESSETH:

WHEREAS, the West Valley City Family Fitness Center leisure pool requires replastering (hereinafter referred to as "the Project"); and

WHEREAS, the CITY published a Request for Proposals (hereinafter referred to as "the RFP") for the Project, and TAI submitted the lowest responsive, responsible proposal (hereinafter "the Proposal") for the Project; and

WHEREAS, the CITY and TAI desire to enter into an agreement for the Project based on the Proposal;

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

AGREEMENT:

1. **TAI Obligations.** TAI shall provide all labor and materials contained in the Proposal for the Project, which is attached hereto as Exhibit A and incorporated herein. The Project shall be completed for the guaranteed maximum price of $90,100.00 (hereinafter referred to as "GMP"), unless the CITY authorizes changes that increase the cost of the Project. Any costs above $90,100.00 for the completed Project that are not approved by the CITY shall be solely the responsibility of TAI.

2. **Terms and Conditions.** TAI agrees to provide the materials and perform the work necessary to complete the Project in accordance with the following terms and conditions:

   a. **Legal Requirements/Bonds.** TAI shall complete the Project in accordance with laws, ordinances, rules, regulations, and lawful orders of public authorities and in accordance with the requirements set forth in this Agreement, the RFP, and the Proposal. In addition, TAI shall provide, in a form acceptable to the City, performance and payment bonds for the Project in the amount of the GMP set forth in Section 1.

S.P.
9/25/20

b. **Project Schedule.** TAI shall commence work on the Project upon execution of this Agreement and shall complete the Project by November 25, 2020.

c. **Deliverables.** Before final payment for the Project, TAI shall deliver to the CITY:

i. All materials and supplies contained in the Proposal;

ii. The completed replastered leisure pool in accordance with the Proposal, ready to open to the public for use; and

iii. All drawings, specifications, and warranty information on all materials and supplies incorporated in the Project.

d. **Change Orders/Changes in the Work.** All changes in the materials, supplies, labor, etc., must be approved by the CITY in writing. All changes in the Project and/or the Proposal must be approved by the CITY in writing.

e. **Warranty.** TAI warrants to the CITY that materials and equipment furnished under this Agreement will be of good quality and new, that the Project will be free from defects not inherent in the quality required or permitted by the RFP, the Proposal, or this Agreement, and that the Project will conform with the requirements of the RFP, the Proposal, and this Agreement. Any aspect of the Project not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. TAI's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by TAI, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the CITY, TAI shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

All labor and materials shall be guaranteed for a period of one (1) year from the date of completion of the Project, unless otherwise agreed upon in writing by the CITY and TAI. TAI shall secure and deliver to the CITY written warranties and guarantees from its subcontractors, sub-subcontractors, and suppliers bearing the date of completion done pursuant to such warranties, together with assignments thereof, if necessary. Notwithstanding anything above to the contrary, TAI shall endeavor to secure warranties enforceable by the CITY from manufacturers, which warranties extend beyond one (1) year from the date of completion.

f. **Subcontractors and Suppliers.** TAI assumes all responsibility for the timely completion of the Project, including the performance of and payment to any and all subcontractors. TAI shall not allow any liens or encumbrances to be filed on the Project. TAI indemnifies the CITY from all claims and causes of action related to any subcontractors and/or suppliers of the Project.

S.P.
9/25/20

g. **Safety of Personnel and Materials.** TAI shall be responsible for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

i. Employees on the Project and other persons who may be affected thereby;

ii. The Project and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of TAI or TAI's subcontractors or sub-subcontractors; and

iii. Other areas around the waterslide/swimming pool designated for removal, relocation, or replacement in the course of construction.

TAI shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss. TAI shall erect and maintain, as required by existing conditions and performance of this Agreement, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for the Project, TAI shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

The CITY reserves the right to require TAI to stop work immediately if an unsafe practice or condition is observed in the CITY's sole discretion.

h. **Insurance.** TAI shall secure and maintain throughout the period of this Agreement such insurance as will protect the CITY and TAI with respect to the services under this Agreement, from claims of any kind and nature whatsoever in accordance with the following limits and conditions:

Commercial General Liability Insurance. Commercial general liability insurance covering bodily injury liability and property damage liability with a per-occurrence limit of no less than $2,000,000, and a general aggregate limit not less than $3,000,000.

Comprehensive (Hired or Non-Owned) Automobile Liability Insurance. Commercial auto insurance covering bodily injury liability and property damage liability with a per-occurrence limit of no less than $1,000,000, and a general aggregate limit of not less than $2,000,000.

Worker's Compensation. Workers compensation insurance in an amount not less than the statutory limits required by law.

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Employer's Liability Insurance. Commercial general liability insurance that covers employer liability in an amount not less than required by law.

The CITY shall be named as a primary, noncontributory additional insured on all insurance policies that are required in accordance with this Section. TAI shall notify the CITY at least thirty (30) days before any cancellation of or changes in any of the insurance policies that are required in accordance with this Section.

3. **CITY's Rights and Obligations**.

a. **Compensation**. In consideration for the work performed by TAI, as set forth in Sections 1 and 2 above, the CITY agrees to pay TAI the GMP. The CITY shall pay TAI 50% of the GMP prior to the commencement of work on the Project, and shall pay the remaining 50% after the CITY'S Representative approves the work and payment for completion of the Project. The CITY reserves the right to withhold payment for any unapproved change in the installation, supplies, or materials for the Project; for any substandard installation as determined by the CITY; or for any substandard or unacceptable supplies or materials used for the Project, as determined by the CITY.

b. The CITY's acceptance of and/or payment for the Project installation, supplies, or materials shall not constitute a waiver of any claims, rights, or remedies.

c. The CITY reserves the right to stop the installation of the Project at any time for a period of not more than thirty (30) days, after which time the CITY shall either resume the installation of the Project, or terminate this Agreement in accordance with the Termination provisions of this Agreement.

4. **Term of Agreement**. This Agreement shall commence upon execution by the Parties and shall continue until Termination pursuant to Section 5 of this Agreement or until completion of the Project.

The CITY and TAI expect the Project to be completed by November 25, 2020. However, the expected completion time may be extended by the CITY, at the CITY's sole discretion.

SP.
9/25/20

5. **Termination.**

a. In the event TAI fails to comply with any provisions of this Agreement, or if the progress or quality of the work is unsatisfactory, the CITY may serve written notice thereof upon TAI, and if TAI fails within a period of three (3) days thereafter to correct failure, the CITY may terminate this Agreement upon written notice to TAI. Upon such termination, TAI shall immediately cease its performance of this Agreement and shall deliver to the CITY all completed or partially completed satisfactory work, supplies and materials, and the CITY shall determine and pay to TAI the amount due for such satisfactory work, supplies and materials.

b. If TAI fails to fulfill its obligations under this Agreement in a timely and proper manner, or if it violates any of the terms of this Agreement, the CITY shall have the right to immediately terminate this Agreement, subject to the notice requirements of Subsection 5(a) above, and withhold payments in excess of fair compensation for work completed. The term "breach of agreement" specifically includes, but is not limited to, failure to comply with any applicable federal, state, or local laws or regulations. Notwithstanding the above, TAI shall not be relieved of liability to the CITY for damages sustained by virtue of any breach by TAI.

6. **CITY Representative.** The CITY hereby appoints Nancy Day, or her designee, as the CITY's representative for this Agreement, to ensure that the work performed by TAI is timely and adequately performed, and to provide for CITY approvals as may be required by this Agreement or the nature of the work. The CITY's representative shall assist in coordinating, monitoring, and evaluating this Agreement to completion.

7. **Additional Conditions.** The CITY shall provide, if applicable, any additional conditions to TAI in writing.

8. **Independent Contractor.** It is understood and agreed that TAI is an independent contractor, and that the officers and employees of TAI shall not be employees, officers, or agents of the CITY; nor shall they represent themselves to be CITY employees; nor shall they be entitled, as a result of the execution of this Agreement, to any benefits or protections that would otherwise be available to CITY employees.

9. **Conflict of Interest.** TAI warrants that no CITY employee, official, or agent has been retained by TAI to solicit or secure this Agreement upon an agreement or understanding to be or to become an officer, agent, or employee of TAI, or to receive a commission, percentage, brokerage, contingent fee, or any other form of compensation.

10. **Indemnification.** To the fullest extent permitted by law, TAI agrees to indemnify, defend, and hold the CITY harmless from and against any and all lawsuits, damages, and expenses, including court costs and attorney's fees, by reason of any claim and/or liability imposed, claimed, and/or threatened against the CITY for damages because of bodily injury, death, and/or property damages (environmental and otherwise) arising out of, or in consequence

S.P.
9/25/20

of, the performance of services under this Agreement, to the extent that such bodily injuries, death, and/or property damages are attributable to the negligence of TAI and/or TAI's servants, agents, employees, and/or assigns. As used in this section, the CITY shall also refer to the officers, agents, assigns, volunteers, and employees of the CITY. The indemnification required by this section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the sole negligence of the CITY after the execution of this Agreement. The indemnification provisions of this Section shall survive the termination of the Agreement.

11. **Subcontract Assignment.** This Agreement is not assignable.

12. **Non-Waiver.** Failure on the part of a Party hereto to complain of any action or non-action on the part of the other Parties hereto, 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 hereto to or of any action of the other Parties hereto 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.

13. **Attorney's Fees.** In the event of default hereunder, the defaulting Party agrees to pay all costs incurred by the non-defaulting party in enforcing this Agreement, including reasonable attorney's fees, whether work is performed by in-house or outside counsel and whether costs are incurred through initiation of legal proceedings or otherwise.

14. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding upon the Parties.

15. **Entire Agreement.** This Agreement contains the entire agreement between the Parties, and no statement, promise, or inducements made by either Party or agents for either Party, which are not contained in this written Agreement, shall be binding or valid.

16. **Modification of Agreement.** This Agreement may be modified only by written amendment executed by all of the Parties hereto.

17. **Applicable Law.** This Agreement shall be governed by the laws of the State of Utah.

18. **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 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:

S.P.
9/25/20

If to the Company:	Teca Aquatics Innovations, Inc. Attn: Steven Payne, Vice-President 2062 ~~2062~~ South 550 West Syracuse, Utah 84075 Telephone: (801) 879-1261
If to the CITY:	West Valley City Family Fitness Center Attn: Nancy Day, Parks & Recreation Director 5415 West 3100 South West Valley City, Utah 84120 Telephone: (801) 955-4007 Facsimile: (801) 955-4019
With a copy to:	West Valley City Attn: Eric Bunderson, City Attorney 3600 Constitution Boulevard West Valley City, Utah 84119 Telephone: (801) 963-3271 Facsimile: (801) 963-3366

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

(Signatures follow on the next page.)

S.P.
9/25/20

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

WEST VALLEY CITY

_____

Ron Bigelow, Mayor

ATTEST:

_____

Nichole Camac, City Recorder

APPROVED AS TO FORM

West Valley City Attorney

By: _____

Date: _____

TECA AQUATICS INNOVATIONS, INC.

By: _____

Title: V.P.

STATE OF UTAH _____)

: ss.

COUNTY OF ~~SALT LAKE~~ Davis)

On this 25th day of September, 2020, personally appeared before me Steven Payne, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the Vice President [title] of Teca Aquatics Innovations, Inc., a corporation, and that this *West Valley City Agreement for Leisure Pool Update* was signed by him/her on behalf of said corporation by authority of its bylaws or of a resolution of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

TEYLER LONDON
Notary Public - State of Utah
Comm. No. 713240
My Commission Expires on
Jul 31, 2024

_____

Notary Public

S.P.
9/25/20

EXHIBIT A

PROJECT PROPOSAL

S.P.
9/25/20

Item #:	
Fiscal Impact:	$0
Funding Source:	N/A
Account #:	N/A
Budget Opening Required:	No

ISSUE:

Execute UDOT ADDENDUM to Cooperative Agreement #218261 – 2550 South from 5600 West to 8000 West

SYNOPSIS:
An addendum to Cooperative Agreement #218261 – 2550 south from 5600 West to 8000 West

BACKGROUND:
On September 8th, 2020, West Valley City's Council approved a $500,000 Cooperative Agreement with UDOT(#218261) for the 2550 South project. Once executed and returned, project coordinators for UDOT were informed by their legal department that a law had gone into effect August 13th, 2020 requiring an addendum to all contract agreements.

The addendum, referring to Public Law 115-232, § 889 and 2 CFR § 200.216, refers to telecommunications equipment and security surveillance. Though the particulars do not pertain to this contract, it is required, by law, that UDOT add it to this agreement.

RECOMMENDATION

Approve the Addendum to the Executed Agreement for 2550 South project.

SUBMITTED BY:

Russell Willardson, Public Works Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING AN ADDENDUM TO A COOPERATIVE AGREEMENT BETWEEN THE CITY AND THE UTAH DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF 2550 SOUTH.

WHEREAS, the City and the Utah Department of Transportation ("UDOT") previously entered into a Cooperative Agreement providing for the construction of 2550 South (the "Agreement"); and

WHEREAS, recent changes to federal law require that certain provisions relating to national security be included in the Agreement; and

WHEREAS, an addendum has been prepared by and between the City and UDOT, a copy of which is attached hereto and entitled "Addendum No. 1" (hereinafter, the "Addendum"), that meets the requirements of federal law; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to approve the Addendum;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the Addendum is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Addendum and any other documents, deeds, easements, or conveyances needed to accomplish the purposes set forth in said Addendum for and in behalf of West Valley City, subject to approval of the final form of the Addendum by the City Manager and the City Attorney's Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2020.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

State of Utah

Department of Transportation

Cooperative Agreement Addendum 001	Project Description: 2550 S from 5600 W to 8000 W PIN: 17015 Job/Project:S-R299(301) Local Agency: West Valley City	value of addendum $0.00
Original Tracking Number: 36009	**Original Agreement Number:218261**	Executed Date:

Addendum # 001 to Agreement 218261

This **ADDENDUM** is made and entered into this _____ day of _____, 2020 by and between the **UTAH DEPARTMENT OF TRANSPORTATION,** hereinafter referred to as **"UDOT",** and **West Valley City** a subdivision of the state of Utah, hereinafter referred to as the "**LOCAL AGENCY**". **UDOT** and **LOCAL AGENCY** are sometimes referred to collectively as the "parties" and may be referred to individually as a "party", all as governed by the context in which such words are used.

WITNESSETH:

WHEREAS, UDOT and the **LOCAL AGENCY** entered into the agreement#218261 on September 24, 2020 (copy attached); and

WHEREAS, Public Law 115–232, § 889, and 2 CFR § 200.216 passed August 13, 2020 and will be made part of the agreement referenced above.

NOW THEREFORE, it is agreed by and between **UDOT** and the **LOCAL AGENCY** hereto as follows:

1. Pursuant to Public Law 115–232, § 889, and 2 CFR § 200.216, beginning August 13, 2020, UDOT may not allow its contractors and consultants, their subcontractors or subconsultants, or any supplier for a UDOT project to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as a part of any system, or entering into a contract with any entity if the contract allows the purchase of such covered telecommunications equipment or services with federal funds that flow through a contract with UDOT.

   As described in Public Law 115–232, § 889 and 2 CFR § 200.216, covered telecommunications equipment or services includes telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, or any subsidiary or affiliate of either of these entities. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, or any subsidiary or affiliate of any of these entities is covered by the prohibition.

   CONTRACTOR/CONSULTANT certifies it will conform to the requirements of Public Law 115–232, § 889 and 2 CFR § 200.216, and it will include text in contracts with its subcontractors or subconsultants and suppliers for UDOT projects requiring them to certify conformance with the requirements of Public Law 115–232, § 889 and 2 CFR § 200.216.

2. All "WHEREAS and statements contained in the above named agreement are still applicable and did not change upon execution of this **ADDENDUM**. 252

IN WITNESS THEREOF, the parties here to have caused these presents to be executed by their duly authorized officers as the day and year first above written.

West Valley City				**Utah Department of Transportation**			
By		Date		By		Date	
Ron Bigelow, Mayor				Brian Allen, Project Manager			
BY		Date		By		Date	
Approved as to Form :				Lisa Wilson, Region Director			
				By		Date	
Attest: City Recorder				Comptroller's Office			

Item #:	
Fiscal Impact:	$ 86,254.00
Funding Source:	Class “C” Roads
Account #:	11-7581-40740
Budget Opening Required	No

ISSUE:

Authorize the purchase of a CRAFCO Crack Sealer for Public Works Operations.

SYNOPSIS:

This resolution authorizes the purchase of one (1) Crafco Crack Sealer from Utah State Contract MA3383 with Wheeler Machinery Company.

BACKGROUND:

The City will use the Utah State Contract with Wheeler Machinery Company to replace the 2011 crack seal machine (EZ1500) with a new CRAFCO Crack Sealer. Public Works Operations has done business with Wheeler Machinery Company multiple times, adding confidence the trade-in for the 2011 machine was valued fairly based on high milage usage.

Machine	Type of Machine	Cost Per Vehicle
1	CRAFCO 2020 EZ1500 Crack Seal Machine	$95,754.00
1	Trade in – 2011 EZ1500 Crack Seal Machine	-$9,500.00
	TOTAL	$86,254.00

RECOMMENDATION:

Approve purchase of CRAFCO Crack Seal Machine from Wheeler Machinery Company.

SUBMITTED BY:

Russ Willardson, Public Works Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION APPROVING THE PURCHASE OF A CRACK SEALER FROM WHEELER MACHINERY COMPANY.

WHEREAS, West Valley City wishes to purchase a crack sealer and related accessories for use by the Public Works Department; and

WHEREAS, Wheeler Machinery Company has been awarded the State Contract to supply said equipment; and

WHEREAS, the price awarded to Wheeler Machinery Company is within price parameters and meets the City's needs; 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 purchase said equipment;

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah, that the City is hereby authorized to purchase a crack sealer and related accessories from Wheeler Machinery Company for an amount not to exceed $95,754.00 and that the Mayor and City Manager are hereby authorized to execute, for and on behalf of the City, any documents necessary to complete said purchases.

PASSED, APPROVED, and **MADE EFFECTIVE** this _____ day of_____, 2020.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

September 15, 2020

West Valley City
2805 south 3600 west
West Valley City Utah

Concerning: Crafco Crack Sealer

Zeke,
Thank you for the opportunity to provide the following quote on a Crafco Crack Sealer under state contract MA3383.

Part #	Description	Unit	Qty.
46500EBBASE-AZ03	EZ1500 DP ELEC TRAILER BASE 4/2020	EA	1
47534N-AZ03	ENGINE COVER ASSY INSULATED 4LE2 RO	EA	1
51390-AZ03	EZ 1500 CONVEYOR KIT REV.B	EA	1
20140-AZ03	28" HITCH EXTENSION ASSY RVH	EA	1
20014-AZ03	3" PINTLE HITCH REV.E	EA	1
24190K-AZ03	OVERNIGHT HEATER W/FITTING	EA	1
26058-AZ03	10# FIRE EXT. W/COVER REV.B	EA	1
26059-AZ03	FIRE EXT. BRKT REV.A	EA	1
26119-AZ03	3/8 HOOK W/SAFETY LATCH REV.B	EA	2
41930-AZ03	GRAVITY FEED(EZ200)EZ1500	EA	1
50270-AZ03	DUCK BILL VALVE W/SLOT REV.B	EA	2
27114-AZ03	TIP ADAPTER RVA	EA	2
27115-AZ03	SHROUD, TIP ADAPTER RVO	EA	2
27130-AZ03	DISK, 4" SWIVEL RA	EA	2

State contract MA3383 (16% discount minimum Road maintenance)
List Price: $120,538
State contract discount: ($24,784)

Sell price each:	$95,754.00
Trade Value EZ1500 2011	($9,500.00)
TOTAL AFTER TRADE SELL PRICE	**$86,254.00**

FOB: Salt Lake City/Wheeler
4-6 weeks
Thank You for allowing me to quote this machine,

Trevor Shuman
Trevor Shuman | Governmental Sales Specialist | Wheeler Machinery Co.
Direct 801.978.1614 | Cell 801.209.1882 | Fax 801.974.0115 | tshuman@wheelercat.com

Item #:	
Fiscal Impact:	$5,700.00
Funding Source:	General Fund
Account #:	45-9610-40750-75247-0200
Budget Opening Required:	No

ISSUE:

Authorization and execution of two Right-of-way Contracts.

SYNOPSIS:

Salt Lake County has signed two Right-of-way Contracts with West Valley City and two Underground Right of Way Easements in favor of Rocky Mountain Power on property located at 5905 West 3500 South (14-35-201-011).

BACKGROUND:

The Salt Lake County parcel located at 5905 West 3500 South (Hunter Park) is one of several parcels affected by this project and which require acquisitions of Underground Right of Way Easements in favor of Rocky Mountain Power for the 3500 South Power Burial Project; approximately 5400 West to 6000 West. This project is currently being constructed in conjunction with the current phase of the Mountain View Corridor Project. As a Betterment to the Mountain View Corridor Project, West Valley City is paying for the burial of overhead power lines between approximately 5400 West and 6000 West. Compensation for the purchase of the two Underground Right of Way Easement and improvements is $5,000.00 for one of the Underground Right-of-way Easements and $700.00 for the other Underground Right-of-way Easement for a total cost of $5,700.00. Compensation was based upon the compensation estimates prepared by the DH Group, LLC.

RECOMMENDATION:

Authorize the Mayor to execute two Right-of-way Contracts. Original Underground Right of Way Easement documents will be sent to Rocky Mountain to have recorded in the office of the Salt Lake County Recorder.

SUBMITTED BY:

Steven J. Dale, P.L.S., Right-of-way and Survey Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO TWO RIGHT OF WAY CONTRACTS AND ACCEPT TWO UNDERGROUND EASEMENTS FROM SALT LAKE COUNTY.

WHEREAS, Salt Lake County (herein "Owner") has entered into two Right of Way Contracts for property affected by the 3500 South Power Burial Project (herein "Project"); and

WHEREAS, Owner has also signed two Underground Right of Way Easements (the "Documents"), as required for the Project; 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 enter into the Right of Way Contracts with Owner, and to accept the Documents;

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

1. That the above-referenced documents entitled "Right of Way Contract" are hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Contracts, and any other documents necessary to complete the transaction, for and on behalf of West Valley City, subject to final approval of the documents by the City Manager and the City Attorney's Office.

2. The Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the Documents for and on behalf of West Valley City.

PASSED, APPROVED and **MADE EFFECTIVE** this _____day of _____ _____, 2020.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WEST VALLEY CITY
Unity Pride Progress

West Valley City
Right of Way Contract
Easement

Project No: PW-333 Parcel No.(s): Salt Lake Co. 14-35-201-011
Project Location: Mountain View Corridor - 3500 South Power Burial Project
County of Property: SALT LAKE Tax ID / Sidwell No: 14-35-201-011
Property Address: 5905 West 3500 South, West Valley City, UT 84120
Owner's Address: PO BOX 144575 Salt Lake City, UT
Primary Phone: Owner's Phone: 385-468-0341 Owner's Work Phone:
Owner / Grantor: Salt Lake County

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:

The Grantor hereby agrees to grant and sell a perpetual easement across a portion of the property known as parcel number14-35-201-001, which portion is more particularly described on Exhibit A (the "Property"), for underground electric power transmission, distribution, and communication lines. This contract is to be returned to: Desiree Vargas (Consultant), Right of Way Agent c/o West Valley City, 3600 South Constitution Blvd, West Valley City, UT 84119.

1. Upon signing this Right of Way Contract, Grantor consents to allow Rocky Mountain Power to enter the Property in order to conduct any necessary testing (such as environmental or geotechnical), surveying, or other due diligence.
2. Grantor shall leave the Property in the same condition as it was when this Contract was signed. No work, improvement, or alteration will be done to the Property other than what is provided for in this Contract.
3. West Valley City shall pay in full to the Grantor for the perpetual easement referenced above.
4. The easement on the Property will be granted by Grantor to Rocky Mountain Power by Under Ground Right of Way Easement, in the form attached hereto as Exhibit B.
5. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the Property regarding compensation related to the grant of the perpetual easement.
6. Upon execution of this contract by the parties, Grantor grants the City, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the city/state transportation project.
7. This Right of Way Contract contains the entire agreement between Grantor and the City, and it shall be governed by the laws of the State of Utah. The undersigned represent and warrant that they have authority to sign on behalf of Grantor.

Additional Terms:
The site improvements within the easement area include: Sod

CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the Purchase Contract;

Buyer's Agent_Desiree Vargas_____, represents purchaser.
Buyer's Brokerage___WLC Consulting, LLC_____, represents purchaser.

Total Selling Price $5,000.00

Grantor's Initials

WEST VALLEY CITY
Unity Pride Progress

West Valley City
Right of Way Contract
Easement

Project No: PW-333 Parcel No.(s) Salt Lake Co. 14-35-201-011
Project Location: Mountain View Corridor & 3500 South
County of Property: SALT LAKE Tax ID / Sidwell No 14-35-201-011
Property Address: 5905 West 3500 South, West Valley City, UT 84120
Owner's Address: PO BOX 144575 Salt Lake City, UT
Primary Phone: 385-468-0341 Owner's Phone: Owner's Work Phone:
Owner / Grantor: Salt Lake County

Grantor's Initials

_____ **Grantor understands this agreement is an option until approved by the West Valley City Council.**

IN WITNESS WHEREOF, said Salt Lake County has caused this instrument to be executed by its proper officers thereunto duly authorized, this 18 day of August, A.D. 2020.

Salt Lake County

By _____

Print Name: Mike Reberg

Title: Associate Deputy Mayor

APPROVED AS TO FORM
Salt Lake County
District Attorney's Office
R Christopher Preston
Digitally signed by Robert Preston
Date: 2020.07.20 12:02:17 -06'00'

		Date
Right of Way Agents	Desiree Vargas (Consultant) / Acquisition Agent	7/20/2020
	Wendy Hansen (Consultant) / Team Leader	7/20/2020
	Approved by Steven J. Dale, ROW & Survey Section Manager	9/22/2020
	Approved by Ron Bigelow, Mayor	
	Attest: City Recorder	

Page 2 of 2
Grantor's Initials

Exhibit A
Legal Description

A perpetual easement and right of way, upon part of an entire tract of property, situate in the Northeast Quarter of Section 35, Township 1 South, Range 2 West, Salt Lake Base and Meridian, in Salt Lake County, Utah. The boundaries of said perpetual easement are described as follows:

Beginning at a point in the southerly right of way line of 3500 South Street (SR-71), said point is 581.88 feet S.89°45'35"E. along the section line and 52.00 feet S.00°14'25"W. from the North Quarter Corner of said Section 35 (Note: Basis of Bearing is S.89°45'35"E. along the section line between the found monuments representing the North Quarter Corner and the Northeast Corner of Section 35, Township 1 South, Range 2 West, Salt Lake Base & Meridian); and running thence along said southerly right of way line the following two (2) courses: 1) S.89°45'35"E. 20.34 feet and 2) S.88°17'14"E. 9.67 feet; thence S.00°14'25"W. 20.01 feet; thence N.88°17'14"W. 9.92 feet; thence N.89°45'35"W. 20.08 feet; thence N.00°14'25"E. 20.00 feet to the point of beginning.

The above described perpetual easement contains 600 square feet or 0.014 acre in area, more or less.

WEST VALLEY CITY
Unity Pride Progress

West Valley City
Right of Way Contract
Easement

Project No: PW-333 Parcel No.: Salt Lake Co. 14-35-201-011
Project Location: Mountain View Corridor - 3500 South Power Burial Project
County of Property: SALT LAKE Tax ID / Sidwell No: 14-35-201-011
Property Address: 5905 West 3500 South, West Valley City, UT 84120
Owner's Address: PO BOX 144575 Salt Lake City, UT
Primary Phone: Owner's Phone: 385-468-0341 Owner's Work Phone:
Owner / Grantor: Salt Lake County

IN CONSIDERATION of the foregoing and other considerations hereinafter set forth, it is mutually agreed by the parties as follows:

The Grantor hereby agrees to grant and sell a perpetual easement across a portion of the property known as parcel number 14-35-201-011, which portion is more particularly described on Exhibit A (the "Property"), for underground electric power transmission, distribution, and communication lines. This contract is to be returned to: Desiree Vargas (Consultant), Right of Way Agent c/o West Valley City, 3600 South Constitution Blvd, West Valley City, UT 84119.

1. Upon signing this Right of Way Contract, Grantor consents to allow Rocky Mountain Power to enter the Property in order to conduct any necessary testing (such as environmental or geotechnical), surveying, or other due diligence.
2. Grantor shall leave the Property in the same condition as it was when this Contract was signed. No work, improvement, or alteration will be done to the Property other than what is provided for in this Contract.
3. West Valley City shall pay in full to the Grantor for the perpetual easement referenced above.
4. The easement on the Property will be granted by Grantor to Rocky Mountain Power by Under Ground Right of Way Easement, in the form attached hereto as Exhibit B.
5. Grantor shall indemnify and hold harmless Grantee from and against any and all claims, demands and actions, including costs, from lien holders or lessees of the Property regarding compensation related to the grant of the perpetual easement.
6. Upon execution of this contract by the parties, Grantor grants the City, its contractors, permittees, and assigns, including but not limited to, utilities and their contractors, the right to immediately occupy and commence construction or other necessary activity on the property acquired for the city/state transportation project.
7. This Right of Way Contract contains the entire agreement between Grantor and the City, and it shall be governed by the laws of the State of Utah. The undersigned represent and warrant that they have authority to sign on behalf of Grantor.

Additional Terms:
The site improvements within the easement area include: Sod

CONFIRMATION OF AGENCY DISCLOSURE. Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the Purchase Contract;

Buyer's Agent_Desiree Vargas_____, represents purchaser.
Buyer's Brokerage___WLC Consulting, LLC_____ _____, represents purchaser.

Total Selling Price $700.00

Page 1 of 2
Grantor's Initials

WEST VALLEY CITY
Unity Pride Progress

West Valley City
Right of Way Contract
Easement

Project No: PW-333 Parcel No.(s) Salt Lake Co. 14-35-201-011
Project Location: Mountain View Corridor & 3500 South
County of Property: SALT LAKE Tax ID / Sidwell No 14-35-201-011
Property Address: 5905 West 3500 South, West Valley City, UT 84120
Owner's Address: PO BOX 144575 Salt Lake City, UT
Primary Phone: Owner's Phone: 385-468-0341 Owner's Work Phone:
Owner / Grantor: Salt Lake County

Grantor's Initials

_____ **Grantor understands this agreement is an option until approved by the West Valley City Council.**

IN WITNESS WHEREOF, said Salt Lake County has caused this instrument to be executed by its proper officers thereunto duly authorized, this 18 day of August, A.D. 2020.

Salt Lake County

By _____

Print Name: Mike Rebers

Title: Associate Deputy Mayor

APPROVED AS TO FORM
Salt Lake County
District Attorney's Office
R Christopher Preston
Digitally signed by Robert Preston
Date: 2020.07.20 12:01:16 -06'00'

Right of Way Agents **Date**

_____ 7/20/2020
Desiree Vargas (Consultant) / Acquisition Agent

_____ 7/20/2020
Wendy Hansen (Consultant) / Team Leader

_____ 9/22/2020
Approved by Steven J. Dale, ROW & Survey Section Manager

_____ _____
Approved by Ron Bigelow, Mayor

_____ _____
Attest: City Recorder

_____
Grantor's Initials

Exhibit A
Legal Description

A perpetual easement and right of way, upon part of an entire tract of property, situate in the Northeast Quarter of Section 35, Township 1 South, Range 2 West, Salt Lake Base and Meridian, in Salt Lake County, Utah. The boundaries of said perpetual easement are described as follows:

Beginning at a point the intersection of the southerly right of way line of 3500 South Street (SR-71) and the grantors westerly boundary line, said point is 494.95 feet S.89°45'35"E. along the section line and 52.00 feet S.00°14'25"W. from the North Quarter Corner of said Section 35 (Note: Basis of Bearing is S.89°45'35"E. along the section line between the found monuments representing the North Quarter Corner and the Northeast Corner of Section 35, Township 1 South, Range 2 West, Salt Lake Base & Meridian); and running thence along said southerly right of way line S.89°45'35"E. 10.00 feet; thence S.00°08'36"W. 16.00 feet; thence N.89°45'35"W. 10.00 feet to said westerly boundary line; thence along said westerly boundary line N.00°08'36"E. 16.00 feet to the point of beginning.

The above described perpetual easement contains 160 square feet in area, more or less.

REV05042015
Return to:
Rocky Mountain Power
Lisa Louder
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name:
WO#:
RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults ("Power Line Facilities"), on, across, or under the surface of the real property of Grantor in Salt Lake County, State of Utah more particularly described as follows and as more particularly described and/or shown on Exhibit "**A**" attached hereto and by this reference made a part hereof (the "Easement Area"):

Legal Description:

A perpetual easement and right of way, upon part of an entire tract of property, situate in the Northeast Quarter of Section 35, Township 1 South, Range 2 West, Salt Lake Base and Meridian, in Salt Lake County, Utah. The boundaries of said perpetual easement are described as follows:

Beginning at a point in the southerly right of way line of 3500 South Street (SR-71), said point is 581.88 feet S.89°45'35"E. along the section line and 52.00 feet S.00°14'25"W. from the North Quarter Corner of said Section 35 (Note: Basis of Bearing is S.89°45'35"E. along the section line between the found monuments representing the North Quarter Corner and the Northeast Corner of Section 35, Township 1 South, Range 2 West, Salt Lake Base & Meridian); and running thence along said southerly right of way line the following two (2) courses: 1) S.89°45'35"E. 20.34 feet and 2) S.88°17'14"E. 9.67 feet; thence S.00°14'25"W. 20.01 feet; thence N.88°17'14"W. 9.92 feet; thence N. 89°45'35"W. 20.08 feet; thence N.00°14'25"E. 20.00 feet to the point of beginning.

The above described perpetual easement contains 600 square feet or 0.014 acre in area, more or less.

Assessor Parcel No. 14-35-201-011

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefore) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At all times, Grantee shall maintain the Power Line Facilities and appurtenant parts in a safe condition. Grantee shall maintain the Power Line Facilities in compliance with all applicable governmental requirements. All costs of maintenance and similar activities required by this paragraph and by the following paragraph shall be borne solely by Grantee.

Upon completion of the Power Line Facilities or any other activities that disturb the surface of Grantor's property, Grantee shall promptly restore such land to the condition it was in immediately prior to such disturbance or as otherwise reasonably required by Grantor.

Grantee shall use the Easement Area at its own risk and shall release, indemnify, defend, and hold harmless Grantor from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorneys' fees, and costs of investigation) directly or indirectly arising out of, caused by, or resulting from, in whole or in part, Grantee's use and occupation of the Easement Area or any act or omission of Grantee, any independent contractor retained by Grantee, or anyone directly or indirectly employed by them, while working on and/or maintaining the Easement Area.

At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

IN WITNESS WHEREOF, Grantor has caused this Underground Right of Way Easement to be signed and its official seal to be affixed hereto by its duly authorized officer this 18 day of August, 20 20.

GRANTOR:
SALT LAKE COUNTY

By: _____
Mayor or Designee

By: _____
Sherrie Swensen, Salt Lake County Clerk

APPROVED AS TO FORM
Salt Lake County
District Attorney's Office
R Christopher Preston
Digitally signed by Robert Preston
Date: 2020.07.20 12:01:46 -06'00'

GRANTEE:
ROCKY MOUNTAIN POWER an unincorporated division of PacifiCorp

By: _____
Its: _____

[NOTARY ACKNOWLEDGEMENTS TO FOLLOW]

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

On this 18 day of August, 2020, personally appeared before me MIKE REBERG, who being duly sworn, did say that (s)he is the Associate Deputy Mayor of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

[SEAL]

LISA O'BRYAN
Notary Public State of Utah
My Commission Expires on:
February 24, 2024
Comm. Number: 710750

NOTARY PUBLIC
Residing in Salt Lake County

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

On this 20 day of August, 2020, personally appeared before me Sherrie Swensen, who being duly sworn, did say that she is the Clerk of Salt Lake County and that the foregoing Easement was signed by her on behalf of Salt Lake County, by authority of a Resolution of the Salt Lake County Council.

[SEAL]

LISA O'BRYAN
Notary Public State of Utah
My Commission Expires on:
February 24, 2024
Comm. Number: 710750

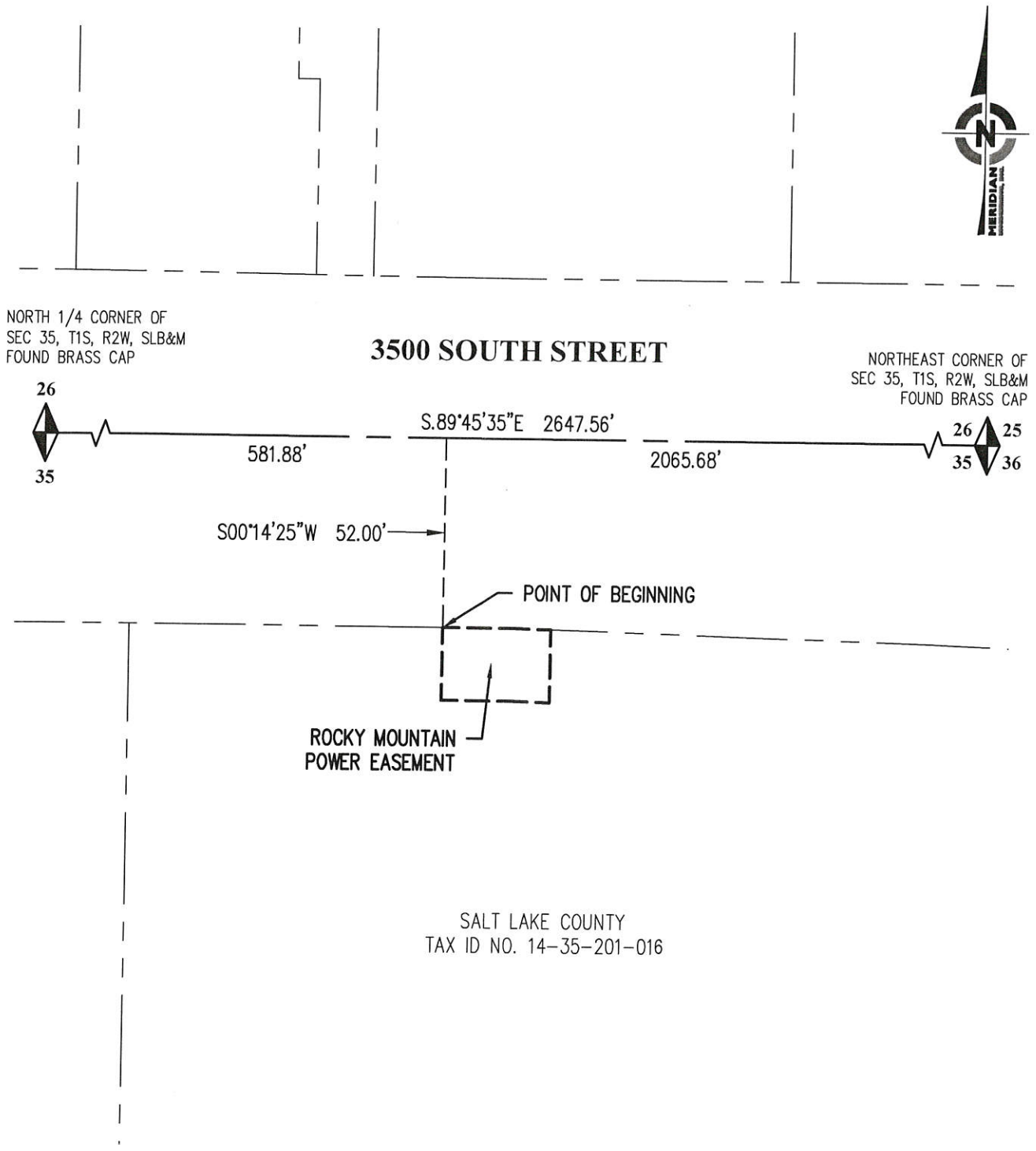
NOTARY PUBLIC
Residing in Salt Lake County

STATE OF UTAH)
) ss.
COUNTY SALT LAKE)

On the ____ day of _____, 2020, personally appeared before me _____, who being duly sworn did say that he/she is the signer of the within instrument on behalf of Rocky Mountain Power an unincorporated division of PacifiCorp and that the within and foregoing instrument was signed by authority of said corporation and said _____duly acknowledged to me that said corporation executed the same.

_____
Notary Public

EXHIBIT A



EASEMENT AREA = 600 SF, 0.014 AC

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

SCALE: N.T.S.	DATE: 03/19/2019		BY: GWB	CKD: TRW	APP:
MERIDIAN ENGINEERING, INC. 1628 WEST 11010 SOUTH, SUITE 102 SOUTH JORDAN, UTAH 84095 PHONE (801) 569-1315 FAX (801) 5691319		EXHIBIT A SITUATE IN THE NE 1/4 OF SEC. 35, T.1S., R.2W., SLB&M SALT LAKE COUNTY, UTAH			PACIFICORP A MIDAMERICAN ENERGY HOLDINGS COMPANY

REV05042015
Return to:
Rocky Mountain Power
Lisa Louder
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name:
WO#: 6669482
RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah, ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults ("Power Line Facilities"), on, across, or under the surface of the real property of Grantor in Salt Lake County, State of Utah more particularly described as follows and as more particularly described and/or shown on Exhibit "**A**" attached hereto and by this reference made a part hereof (the "Easement Area"):

Legal Description:

A perpetual easement and right of way, upon part of an entire tract of property, situate in the Northeast Quarter of Section 35, Township 1 South, Range 2 West, Salt Lake Base and Meridian, in Salt Lake County, Utah. The boundaries of said perpetual easement are described as follows:

Beginning at a point the intersection of the southerly right of way line of 3500 South Street (SR-71) and the grantors westerly boundary line, said point is 494.95 feet S.89°45'35"E. along the section line and 52.00 feet S.00°14'25"W. from the North Quarter Corner of said Section 35 (Note: Basis of Bearing is S.89°45'35"E. along the section line between the found monuments representing the North Quarter Corner and the Northeast Corner of Section 35, Township 1 South, Range 2 West, Salt Lake Base & Meridian); and running thence along said southerly right of way line S.89°45'35"E. 10.00 feet; thence S.00°08'36"W. 16.00 feet; thence N.89°45'35"W. 10.00 feet to said westerly boundary line; thence along said westerly boundary line N.00°08'36"E. 16.00 feet to the point of beginning.

The above described perpetual easement contains 160 square feet in area, more or less.

Assessor Parcel No. 14-35-201-011

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefore) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At all times, Grantee shall maintain the Power Line Facilities and appurtenant parts in a safe condition. Grantee shall maintain the Power Line Facilities in compliance with all applicable governmental requirements. All costs of maintenance and similar activities required by this paragraph and by the following paragraph shall be borne solely by Grantee.

Upon completion of the Power Line Facilities or any other activities that disturb the surface of Grantor's property, Grantee shall promptly restore such land to the condition it was in immediately prior to such disturbance or as otherwise reasonably required by Grantor.

Grantee shall use the Easement Area at its own risk and shall release, indemnify, defend, and hold harmless Grantor from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorneys' fees, and costs of investigation) directly or indirectly arising out of, caused by, or resulting from, in whole or in part, Grantee's use and occupation of the Easement Area or any act or omission of Grantee, any independent contractor retained by Grantee, or anyone directly or indirectly employed by them, while working on and/or maintaining the Easement Area.

At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

IN WITNESS WHEREOF, Grantor has caused this Underground Right of Way Easement to be signed and its official seal to be affixed hereto by its duly authorized officer this 18 day of August, 20 20.

GRANTOR:
SALT LAKE COUNTY

By: _____
Mayor or Designee

By: _____
Sherrie Swensen, Salt Lake County Clerk

APPROVED AS TO FORM
Salt Lake County
District Attorney's Office
R Christopher Preston
Digitally signed by Robert Preston
Date: 2020.07.20 12:00:39 -06'00'

GRANTEE:
ROCKY MOUNTAIN POWER an unincorporated division of PacifiCorp

By: _____
Its: _____

[NOTARY ACKNOWLEDGEMENTS TO FOLLOW]

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

On this 18 day of August, 2020, personally appeared before me Mike Roberg, who being duly sworn, did say that (s)he is the Associate Deputy Mayor of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

[SEAL] LISA O'BRYAN Notary Public State of Utah My Commission Expires on: February 24, 2024 Comm. Number: 710750

NOTARY PUBLIC
Residing in Salt Lake County

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

On this 20 day of August, 2020, personally appeared before me Sherrie Swensen, who being duly sworn, did say that she is the Clerk of Salt Lake County and that the foregoing Easement was signed by her on behalf of Salt Lake County, by authority of a Resolution of the Salt Lake County Council.

[SEAL] LISA O'BRYAN Notary Public State of Utah My Commission Expires on: February 24, 2024 Comm. Number: 710750

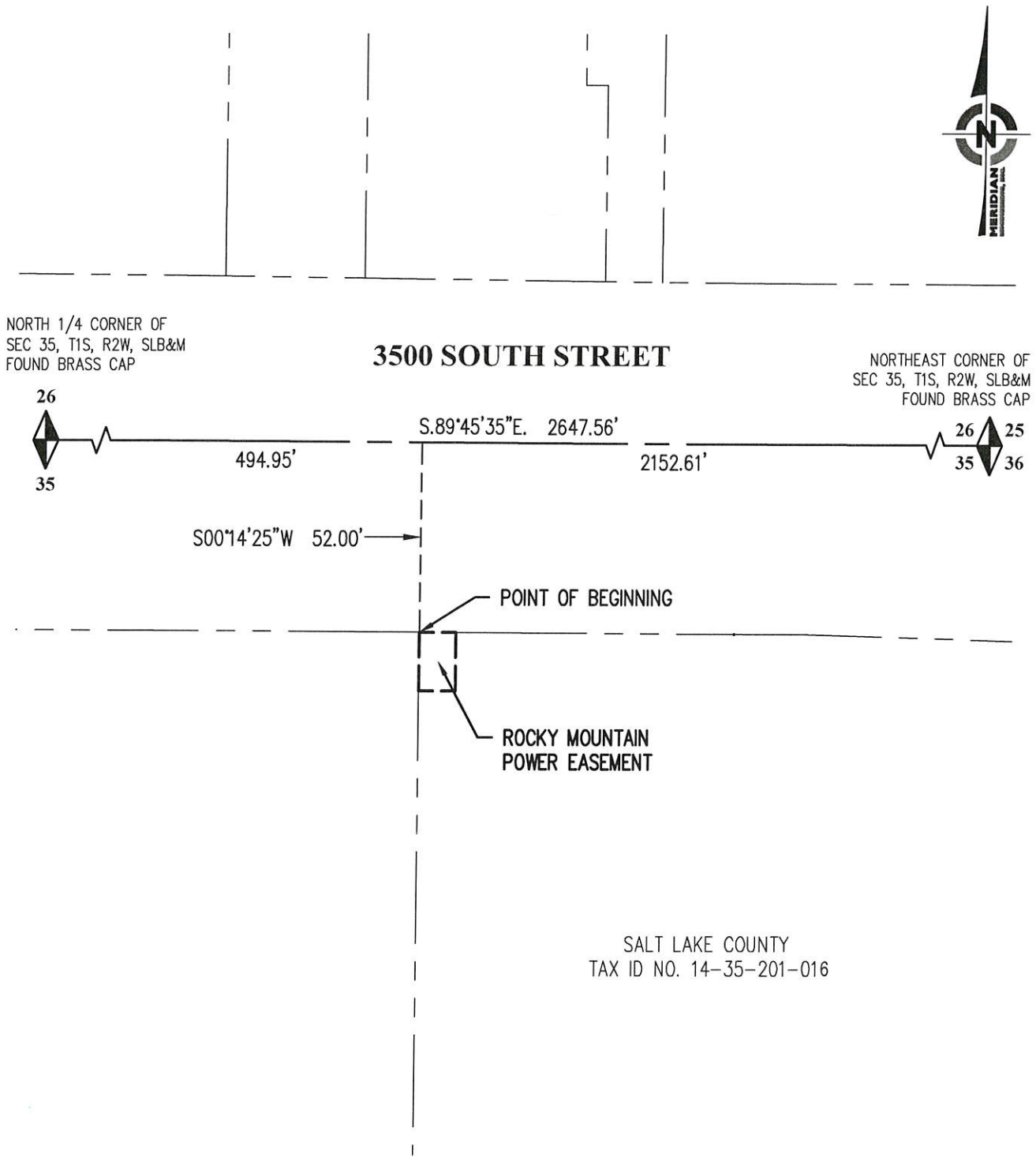
NOTARY PUBLIC
Residing in Salt Lake County

STATE OF UTAH)
) ss.
COUNTY SALT LAKE)

On the _____ day of _____, 2020, personally appeared before me _____, who being duly sworn did say that he/she is the signer of the within instrument on behalf of Rocky Mountain Power an unincorporated division of PacifiCorp and that the within and foregoing instrument was signed by authority of said corporation and said _____duly acknowledged to me that said corporation executed the same.

_____
Notary Public

EXHIBIT A



EASEMENT AREA = 160 SF

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

SCALE: N.T.S.	DATE: 08/20/2019	EXHIBIT A SITUATE IN THE NE 1/4 OF SEC. 35, T.1S., R.2W., SLB&M SALT LAKE COUNTY, UTAH	BY: TRW	CKD: MWN	APP:

MERIDIAN ENGINEERING, INC.
1628 WEST 11010 SOUTH, SUITE 102
SOUTH JORDAN, UTAH 84095
PHONE (801) 569-1315 FAX (801) 5691319

PACIFICORP
A MIDAMERICAN ENERGY HOLDINGS COMPANY

ADJUST VALVE BOX
3508+27.08 RT 14.48
3513+47.34 RT 14.73
3513+49.09 RT 14.66
3513+60.90 RT 45.26

ADJUST MANHOLE
3507+79.11 LT 31.08 (WATER)
3507+83.68 RT 24.94 (SEWER)
3509+02.61 RT 24.94 (SEWER)
3509+03.95 LT 0.24 (SEWER)
3511+25.13 RT 24.64 (SEWER)
3511+76.36 LT 0.74 (SEWER)
3513+47.96 RT 53.03 (WATER)
3513+49.82 RT 41.07 (WATER)
3513+58.18 RT 44.79 (WATER)
3514+48.07 RT 24.81 (SEWER)
3514+61.65 RT 0.03 (SEWER)

RELOCATE METER/H
3507+78.93 LT 31.28 (METER)
3508+25.31 LT 34.08 (METER)
3508+27.08 RT 32.96 (HYDRANT)
3508+57.14 LT 32.07 (METER)
3509+79.81 LT 32.20 (METER)
3510+39.88 LT 32.09 (METER)
3511+40.19 LT 30.81 (METER)
3512+30.41 LT 30.97 (METER)
3513+45.03 RT 38.55 (METER)
3513+47.34 RT 41.04 (METER)
3513+49.09 RT 32.83 (HYDRANT)
3513+98.02 LT 34.38 (METER)

N

PERPETUAL EASEMENT PROVIDED BY UDOT
RMP AERIAL
DOMINION QL-B 0.75" STEEL
GHID QL-D WATER SERVICE
GHID QL-C 8" CONCRETE SEWER
3508+00
COMCAST AERIAL TV
CENTURYLINK AERIAL TELEPHONE
DOMINION QL-B 0.5" PLASTIC
DOMINION QL-B 0.75" STEEL
CENTURYLINK AERIAL TELEPHONE
SEE 35-UT-01 MATCH LINE 3507+50
GHID QL-C 18" PVC SEWER
GHID QL-C 6" PVC WATER
COMCAST AERIAL F/O
COMCAST AERIAL TV
RMP AERIAL
SEE RMP 3500 S RELOCATION PACKAGE
SEE UTOPIA 3500 S RELOCATION PACKAGE
SEE COMCAST 3500 S RELOCATION PACKAGE
PERPETUAL EASEMENT PROVIDED BY UDOT
PERPETUAL EASEMENT PROVIDED BY UDOT
CENTURYLINK AERIAL TELEPHONE
3509+00
COMCAST AERIAL TV
CENTURYLINK AERIAL TELEPHONE
RMP AERIAL
CENTURYLINK AERIAL TELEPHONE
GHID QL-D WATER SERVICE
DOMINION QL-B 0.5" PLASTIC
DOMINION QL-B 8" STEEL
GHID QL-C 12" RCP SEWER
UTOPIA QL-B F/O
3510+00
RMP QL-B ELECTRIC
COMCAST AERIAL TV
CENTURYLINK AERIAL TELEPHONE
DOMINION QL-D 0.5" PLASTIC
RMP AERIAL
GHID QL-D WATER SERVICE
COMCAST AERIAL TV
DOMINION QL-B 0.5" PLASTIC
GHID QL-C 12" PVC WATER
3511+00
PERPETUAL EASEMENT PROVIDED BY UDOT
PERPETUAL EASEMENT PROVIDED BY UDOT
SEE UTOPIA 3500 S RELOCATION PACKAGE
3512+00
RMP QL-B ELECTRIC
CENTURYLINK QL-B 900-PAIR
GHID QL-D WATER SERVICE
DOMINION QL-D 0.5" PLASTIC
WVC QL-C 21" RCP
3513+00
PRIVATE QL-C 8" CPP
DOMINION QL-B 2" STEEL
DOMINION QL-B 24" STEEL HP
GHID QL-C 6" PVC WATER
PRIVATE QL-D 8" CPP
DOMINION QL-D 8" PLASTIC
DOMINION QL-B 24" STEEL HP
3514+00
GHID QL-D WATER SERVICE
RMP ELECTRIC QL-B
SEE DOMINION 3500 S BETTERMENT PACKAGE
3515+00
SEE CENTURYLINK 3500 S RELOCATION PACKAGE
MATCH LINE 3515+50 SEE 35-UT-03
SR-171 (3500 SOUTH)
Underground Right-of-way Easement #1
PERPETUAL EASEMENT PROVIDED BY UDOT
Underground Right-of-way Easement #2
SAWCUT
UTOPIA QL-B F/O
CENTURYLINK QL-B
(9) 4" CONDUITS
(1) 144-COUNT F/O
(1) 96-COUNT F/O
(1) 72-COUNT F/O
(1) 48-COUNT F/O
(1) 16-COUNT F/O
(1) 900-PAIR
(1) 400-PAIR
Salt Lake County
GHID QL-C 4" CAST IRON WATER
PRIVATE QL-D WATER
GHID QL-C 18" PVC SEWER
PRIVATE QL-C 15" RCP
PRIVATE QL-D 12" RCP
RMP FUTURE TRANSMISSION LINES
PRIVATE QL-C 8" PVC SEWER
PRIVATE QL-D SEWER
SEE RMP CILMA TO 3500 S RELOCATION PACKAGE
MATCH LINE 3515+50 SEE 35-UT-03

LEGEND:
X X X ABANDON UTILITY
REMOVE UTILITY
FLOW FILL UTILITY

NOTES:
1. SEE HORIZONTAL CONTROL SHEETS FOR HORIZONTAL ALIGNMENT DATA.
2. PROTECT IN PLACE ALL UTILITIES UNLESS SHOWN OTHERWISE.

REVISIONS

NO.	DATE	APPROVED BY	REMARKS
B	08/05/19	BOW	FINAL PACKAGE - 4100 S/3500 S/5600 W FCW
A	05/29/19	BOW	INTERMEDIATE PACKAGE - 4100S/3500S/5600W FCW

UTAH DEPARTMENT OF TRANSPORTATION
MOUNTAIN VIEW CORRIDOR CONSTRUCTORS

DRAWN BY MJE
QC CHECKED BY BOW
APPROVED
NOT FOR CONSTRUCTION
PROFESSIONAL ENGINEER
DATE

SR-85, MVC; 4100 SOUTH TO SR-201
PROJECT
S-0085(9)
PROJECT NUMBER
PIN 13149
UTILITY (3500 S)
SHEET NO. 35-UT-02

DGN: File:ps://VANWABIPWNT01.pw-sons.com/Utah States/Documents/MVC41005 SR201/20-Design/80-Corridor_Wide/CAD/Utility/South Segment/

02-AUG-2019