



The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, July 12, 2022, at 6:30 PM, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at <https://www.youtube.com/user/WVCTV>. To participate in the public comment period or scheduled public hearings electronically, please visit www.wvc-ut.gov/PublicComment prior to 2:30 PM on Tuesday, July 12, 2022

A G E N D A

1. Call to Order
2. Roll Call
3. Opening Ceremony: Councilmember Jake Fitisemanu
4. Special Recognitions
5. Approval of Minutes:

A. July 5, 2022

6. Comment Period:

(The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to five minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall approach the microphone. All comments shall be directed to the Mayor. No person addressing the City Council during the comment period shall be allowed to comment more than once during that comment period. Speakers should not expect any debate with the Mayor, City Council or City

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

Staff; however, the Mayor, City Council or City Staff may respond within the 30-minute period.)

- A. Public Comments
- B. City Manager Comments
- C. City Council Comments

7. Public Hearings:

- A. Accept Public Input Regarding Application ZT-4-2022, Filed by West Valley City, Requesting a Zone Text Change by Reducing the Minimum Area Required for Shopping Centers in Section 7-7-124 from One Acre to Three Quarters of One Acre

Action: Consider Ordinance 22-27, Amend Sections 7-103 and 7-7-124 of the West Valley City Municipal Code to Amend Certain Requirements Concerning Shopping Centers

8. Ordinances:

- A. 22-28: Amend Sections 23-6-104(1) and 23-6-106(1) of the West Valley City Municipal Code to Comply With State Law Regarding Animal Control

9. Resolutions:

- A. 22-120: Authorize the Procurement of Services from Wilson & Company, Inc.
- B. 22-121: Authorize the Acceptance of a 2022 Utah Outdoor Recreation Grant

10. Motion for Closed Session (if necessary)

11. Adjourn

MINUTES OF COUNCIL REGULAR MEETING JULY 5, 2022

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THE WEST VALLEY CITY COUNCIL MET IN REGULAR ELECTRONIC SESSION ON TUESDAY, JULY 5, 2022, AT 6:30 P.M. IN THE COUNCIL CHAMBERS, WEST VALLEY CITY HALL, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR LANG.

THE FOLLOWING MEMBERS WERE PRESENT:

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

STAFF PRESENT ELECTRONICALLY:

Nicole Cottle, Acting City Manager
Nichole Camac, City Recorder (*electronically*)
Ryan Robinson, Acting City Attorney
Colleen Jacobs, Police Chief (*electronically*)
John Evans, Fire Chief (*electronically*)
Jim Welch, Finance Director
Steve Pastorik, CED Director (*electronically*)
Layne Morris, CPD Director (*electronically*)
Dan Johnson, Public Works Director (*electronically*)
Jamie Young, Acting Parks and Recreation Director
John Flores, HR Director
Sam Johnson, Strategic Communications Director (*electronically*)
Ken Cushing, IT

OPENING CEREMONY- COUNCILMEMBER WILLIAM WHETSTONE

Councilmember William Whetstone invited members of the Cyprus High School Spinnaker team to do a performance and flag ceremony followed by the Pledge of Allegiance.

APPROVAL OF MINUTES OF REGULAR MEETING HELD JUNE 28, 2022

The Council considered the Minutes of the Regular Meeting held June 28, 2022. There were no changes, corrections or deletions.

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Councilmember Huynh moved to approve the Minutes of the Regular Meeting held June 28, 2022. Councilmember Whetstone seconded the motion.

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

PROCLAMATIONS

A. PROCLAMATION RECOGNIZING THE MONTH OF JULY 2022 AS PARK AND RECREATION MONTH

Councilmember Huynh read a Proclamation recognizing the month of July 2022 as Parks and Recreation Month in West Valley City.

COMMENT PERIOD

A. PUBLIC COMMENTS

Quinn Kotter stated that there was an ordinance passed in 2011 that restricted fireworks being lit in West Valley Parks. He asked the City to revisit this ordinance because parks are a great location to light fireworks. He noted he is also running for the State House 26 and would like to know what issues the City prioritizes.

Jim Vesock stated that he would be opposed to fireworks in parks due to the garbage left behind. He stated that there is a lot of garbage left along streets following the 4th of July. Mr. Vesock expressed concern about weeds, semis parking on streets and properties, and trash left in parks.

Myles Winn stated that he called the non-emergency line with fireworks being lit late into the night in his neighborhood. He stated that he was told that the noise ordinance is normally 10 PM but the 4th of July holiday allows for 12 AM. Mr. Winn indicated that he has a dog and also works at 6 AM so it's difficult to sleep with this noise. He indicated that in addition to the fireworks, people were doing donuts in the church parking lot behind his home. Mr. Winn stated that he would like the Council to reconsider the time on the noise ordinance when the 4th of July holiday falls on a weeknight. He also expressed concern about overflowing trash cans and the garbage that winds up on his property. He noted that he is also concerned about fireworks starting his lawn on fire as he has kept it barely alive to conserve water this summer.

Mike Markham stated that tickets for illegal semi's should be increased with each violation.

B. CITY MANAGER COMMENTS

Nicole Cottle, Acting City Manager, had no comments.

C. CITY COUNCIL COMMENTS

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

PUBLIC HEARINGS

A. ACCEPT PUBLIC INPUT REGARDING APPLICATION Z-8-2022, FILED BY ARCADIA SP, INC., REQUESTING A ZONE CHANGE FROM A (AGRICULTURE, MINIMUM LOT SIZE 1/2 ACRE) TO R-1-8 (SINGLE UNIT DWELLING RESIDENTIAL, MINIMUM LOT SIZE 8,000 SQUARE FEET) FOR PROPERTY LOCATED AT 3789 SOUTH 5200 WEST

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled July 5, 2022, in order for the City Council to hear and consider public comments regarding application Z-8-2022, Filed by Arcadia SP, Inc., Requesting a Zone Change from A (Agriculture, Minimum Lot Size 1/2 Acre) to R-1-8 (Single Unit Dwelling Residential, Minimum Lot Size 8,000 Square Feet) for Property Located at 3789 South 5200 West.

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

The applicant has submitted a concept plan that shows the subject property being subdivided into 7 lots with 3 of the 7 being flag lots. The existing home would remain on one of the lots. The average lot size is 12,063 square feet including the stems of the flag lots and 11,280 square feet excluding the flag lots. While the 4 west lots all exceed 8,000 square feet in area, they are all below the required minimum lot width of 80'. The applicant is requesting a lot width exception in the development agreement for these 4 lots.

The applicant has submitted a development agreement proposal that is summarized below:

- The minimum house size for all ramblers will be 2,000 square feet. For two story and multi-level homes, the minimum house size will be 2,500 square feet for three lots and 3,000 square feet for the other three lots.
- No home will share the front elevation as another home.
- All new homes will have a 3-car garage.
- All new homes will have 9' ceilings on the main level, two tone paint, and quartz or granite countertops in kitchens and bathrooms.
- Exterior walls will be constructed with 2" x 6" studs.

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- All new homes shall be meet the architectural requirements that were in effect up until July of 2021 when the ordinance was amended to comply with changes in state law.

Mayor Lang opened the Public Hearing.

Becky Rueckert stated that her great grandfather purchased this property to serve his family and built a beautiful home. She indicated that unfortunately the family must sell due to unfortunate circumstances. Ms. Rueckert indicated that it would be a travesty to see the home destroyed and her only request is that it remain. She stated that the home is in perfect condition and would stand as a testament to her family for many years.

Mike Markham stated that he feels this would not be an attractive subdivision with the flag lots. He added that he wouldn't want someone he disliked living in his backyard.

Jim Vesock stated that he is concerned about the double driveway with a shared flag lot. He stated that maintenance responsibility would be a concern.

James Rueckert stated that he has been part of the family for the last 40 years. He indicated that no matter how this property is developed, the lots will be smaller than what it is now. He indicated that this proposal allows for larger lots and more separation than any other configuration would provide.

Ken Milne, the applicant, indicated that this is a unique piece of property and there is a lot of history and heritage. He stated that as he worked with the family to develop, it wasn't about how many lots could be squeezed onto the property but about how it could be developed best for future owners. Mr. Milne indicated that all lots are larger than the minimum standard and the thought with the large flag lots in the back were to allow for RE zone standards. He stated that the goal with this proposed development was to preserve the older home that was built in 1931 and is still in good condition. Mr. Milne indicated that he developed Newton Farms and the homes that will be built in this development will be to the same standard. He stated that he has done shared driveways in other projects and not seen a problem but indicated that he could do a road maintenance agreement or a concrete driveway. Mr. Milne stated that changing the layout would require the existing home to be removed and would make the lots smaller.

Patty Martin stated that this is a beautiful property and she has lived behind it for 30 years. She indicated that she is glad to see that this proposal keeps the existing house as it is. Ms. Martin stated that her biggest concern is having large homes in

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her backyard. She also stated that there are a lot of trees and wildlife and she is concerned about those being removed. Ms. Martin stated that she would like to have less homes near her property line.

Mayor Lang closed the Public Hearing.

ACTION: ORDINANCE NO. 22-26, AMEND THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 3789 SOUTH 5200 WEST FROM A (AGRICULTURE, MINIMUM LOT SIZE 1/2 ACRE) TO R-1-8 (SINGLE UNIT DWELLING RESIDENTIAL, MINIMUM LOT SIZE 8,000 SQUARE FEET)

The City Council previously held a public hearing regarding proposed Ordinance 22-26 that would amend the Zoning Map to Show a Change of Zone For Property Located at 3789 South 5200 West from A (Agriculture, Minimum Lot Size 1/2 Acre) to R-1-8 (Single Unit Dwelling Residential, Minimum Lot Size 8,000 Square Feet).

Councilmember Harmon stated that he thinks this is an appropriate use of the land but he is concerned about reducing the frontage for the homes along 5200 West.

Councilmember Huynh thanked the applicant for taking the time to consider this property and for finding a way to keep the existing home. He indicated that he is concerned that the flag lots behind the homes is a safety concern.

Councilmember Whetstone stated he isn't a big fan of flag lots but understands that the dimensions of this property make developing it very difficult. He noted that he isn't concerned about the frontage reduction because variances are granted for special circumstances by the Board of Adjustment. He stated that given the unique layout of this property, he is in favor of this application.

Councilmember Nordfelt stated that Ken Milne has been a good partner with the City and produces a great, high quality product. He noted that this is a uniquely shaped property and he feels that this proposal is a good compromise even though it may not be ideal. He indicated that he is happy to see the existing home preserved.

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

Councilmember Nordfelt moved to approve Ordinance 22-26.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

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Councilman Fitisemanu	Yes
Councilman Whetstone	Yes
Councilman Harmon	Yes
Councilman Huynh	No
Councilman Christensen	Yes
Councilman Nordfelt	Yes
Mayor Lang	Yes

Majority.

ACTION: RESOLUTION 22-116, AUTHORIZE THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH ARCADIA SP, INC. FOR APPROXIMATELY 1.93 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 3789 SOUTH 5200 WEST

Nicole Cottle, Acting City Manager, discussed proposed Resolution 22-116 that would authorize the City to Enter Into a Development Agreement With Arcadia SP, Inc. for Approximately 1.93 Acres of Property Located at Approximately 3789 South 5200 West.

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

Ken Milne with Arcadia SP, Inc. has submitted a zone change application (Z-8-2022) on 1.93 acres to change the zoning from A (Agriculture, minimum lot size ½ acre) to R-1-8 (Single Unit Dwelling Residential, minimum lot size 8,000 square feet). The Planning Commission recommended approval of the zone change subject to a development agreement.

The City's Zoning Ordinance requires that "All new Subdivisions involving a rezone of property, or a PUD, shall participate in a Development Agreement that addresses housing size, quality, exterior finish materials, Streetscapes, Landscaping, etc." The development agreement grants a lot width exception for four of the proposed lots and establishes standards for the new homes.

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

Councilmember Nordfelt moved to approve Resolution 22-116.

Councilmember Whetstone seconded the motion.

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Mayor Lang asked if Councilmember Nordfelt would like to amend his motion to require a maintenance agreement for the shared driveway. Councilmember Nordfelt replied no.

A roll call vote was taken:

Councilman Fitisemanu	Yes
Councilman Whetstone	Yes
Councilman Harmon	Yes
Councilman Huynh	No
Councilman Christensen	Yes
Councilman Nordfelt	Yes
Mayor Lang	No

Majority.

RESOLUTION 22-117: AUTHORIZE THE ACCEPTANCE OF TWO PROPOSALS BY KEDDINGTON AND CHRISTENSEN, CERTIFIED PUBLIC ACCOUNTANTS, LLC TO PROVIDE AUDITING SERVICES TO WEST VALLEY CITY FOR THE FISCAL YEAR ENDING JUNE 30, 2022

Nicole Cottle, Acting City Manager, presented proposed Resolution 22-117 that would authorize the Acceptance of Two Proposals by Keddington and Christensen, Certified Public Accountants, LLC to Provide Auditing Services to West Valley City for the Fiscal Year Ending June 30, 2022.

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

West Valley City is legally required to engage the services of an independent audit firm to audit its operations. Keddington & Christensen auditors have demonstrated experience and proficiency in municipal audits and knowledge of City operations. This audit will be conducted in accordance with auditing standards generally accepted in the United States of America: the standards for financial audits contained in the Government Auditing Standards, issued by the Comptroller General of the United States.

Keddington & Christensen, Certified Public Accountants, LLC. has provided audit services for the City in the past and has the technical expertise to evaluate and review all aspects of the City's complex operations.

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

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Councilmember Christensen moved to approve Resolution 22-117.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

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

Unanimous.

RESOLUTION 22-118: AUTHORIZE THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH SALT LAKE COUNTY FOR MAINTENANCE OF 7200 WEST

Nicole Cottle, Acting City Manager, presented proposed Resolution 22-118 that would authorize the Execution of an Interlocal Cooperation Agreement with Salt Lake County for Maintenance of 7200 West.

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

7200 West is a shared road between Magna Metro Township and West Valley City.

7200 West pavement needs preventative maintenance to prolong the pavement life and improve the driving surface.

A chip seal consists of the spray application of a thin sheet of asphalt emulsion, into which a uniform layer of small rocks or chips is placed and rolled to embed the chips. A flush coat of asphalt emulsion is applied to lock down any loose chips along with the placement of a fine sand to absorb any excess asphalt emulsion. This treatment is being applied to preserve pavement on higher volume roads. The chip seal will help protect the oil in the existing pavement from oxidation due to water and sunlight, in addition to providing skid resistance.

Magna Metro Township has contracted with Salt Lake County Public Works to install a chip seal on the existing pavement, and the West Valley City Public Works Department recommends that the same work be performed concurrently on both sides of the street.

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The same treatment was performed by Salt Lake County on 7200 West between 3500 South and Parkway Blvd in 2021 and is performing well.

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

Councilmember Fitisemanu moved to approve Resolution 22-118.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

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

Unanimous.

RESOLUTION 22-119: DECLARE WEST VALLEY CITY'S SUPPORT FOR UTAH'S BID TO HOST THE WINTER OLYMPICS

Mayor Lang presented proposed Resolution 22-119 that would declare West Valley City's Support for Utah's Bid to Host the Winter Olympics

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

This resolution expresses the City's support for a future Winter Olympics to be held in Utah. The resolution also sets forth several goals to be achieved in the process of preparing for and hosting the Games.

Utah hosted the Winter Olympics in 2002. The Winter Olympics were a significant event for the City and other communities in the state and spurred major infrastructure projects that continue to benefit the City and the state. If Utah's bid is successful, it is most likely that the Winter Olympics would be hosted in 2030 or 2034.

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

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Councilmember Whetstone moved to approve Resolution 22-119.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

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

Unanimous.

NEW BUSINESS

A. **CONSIDER APPLICATION SMI-4-2021, FILED BY TED DIDAS, REQUESTING FINAL PLAT APPROVAL FOR THE CARPE DIEM AUCTUM SUBDIVISION LOCATED AT 5470 SOUTH 5600 WEST**

Nicole Cottle, Acting City Manager, discussed Application SMI-4-2021, Filed by Ted Didas, Requesting Final Plat Approval for the Carpe Diem Auctum Subdivision Located at 5470 South 5600 West

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

Ted Didas, is requesting final subdivision approval for the Carpe Diem Auctum Subdivision. The proposed subdivision is bordered on the north by a Chevron Gas Station and the south and west by property owned by UDOT.

The proposed subdivision will consist of 2 lots on 2.06 acres. Each lot is approximately 1 acre in size, or 43,560 square feet. The C-2 Zone requires a minimum lot size of 20,000 square feet.

Access to the subdivision will be gained from 5600 West. Public improvements exist along the west side of 5600 West including curb, gutter, a stamped concrete parkstrip and sidewalk. There will be one point of access from 5600 West to be used in conjunction with the property to the south.

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According to the plat, various easements exist for a retention pond and storm water. These easements were put in place in 1986 and 1994 respectively. They are both in favor of Salt Lake County. The developer has been working with the City Engineering Division to resolve these issues.

Although there will be additional reviews as part of a permitted or conditional use application in the future, staff would like to note that there is a grade difference between this property and the Chevron to the north. The site will need to be graded or contoured in such a manner to accommodate the grade difference.

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

Councilmember Nordfelt moved to approve application SMI-4-2021.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

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

Unanimous.

B. CONSIDER APPLICATIONS SMI-3-2022 AND SMI-4-2022, FILED BY BRIAN MOSS, REQUESTING FINAL PLAT APPROVAL FOR THE VALLEY FAIR MALL LOT 9 AND LOT 10 SUBDIVISIONS LOCATED AT 3599-3639 SOUTH CONSTITUTION BLVD

Nicole Cottle, Acting City Manager, discussed Applications SMI-3-2022 and SMI-4-2022, Filed by Brian Moss, Requesting Final Plat Approval for the Valley Fair Mall Lot 9 and Lot 10 Subdivisions Located at 3599-3639 South Constitution Blvd

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

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Ted Didas, representing the Valley Fair Mall, is requesting final approval for the Valley Fair Mall lots 9 and 10 Subdivisions. The purpose for the applications is to divide the remaining outbuildings on the west side of the mall into individual lots. Because these applications are essentially the same, staff has prepared one report that addresses each subdivision.

The proposed application is being submitted to create 2 individual subdivision lots. According to Brian Moss, Partner with Coventry Real Estate Advisors, creating new lots will provide the owner an option to sell stabilized properties separately from the larger mall asset that continues to evolve and requires redevelopment. He further informed staff that the proceeds from potential sales of the lots will be utilized to pay debt and allow Coventry to continue to invest in the future development of the mall site. One such example of this, is the revitalized plaza space located between these two lots. The mall recently completed improvements to the plaza to make it more accessible, open and inviting for a multitude of activities.

The newly created lots will continue to use shared parking and access agreements, similar to previous applications. Each lot will comply with provisions of the C-2 Zone. Specifically, each lot will meet or exceed 20,000 square feet which is the base minimum of the C-2 Zone. A master easement agreement is in place to manage services provided by GHID as well as storm water. Both lots will continue to abide by provisions of those agreements.

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

Councilmember Whetstone moved to approve application SMI-3-2022 and SMI-4-2022.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

Councilman Fitisemanu	Yes
Councilman Whetstone	Yes
Councilman Harmon	Yes
Councilman Huynh	Yes
Councilman Christensen	Yes
Councilman Nordfelt	Yes

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Mayor Lang

Yes

Unanimous.

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, JULY 5, 2022 WAS ADJOURNED AT 7:21 P.M.
BY MAYOR LANG.

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, July 5,
2022.

Nichole Camac, CMC
City Recorder

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

ISSUE:

A request to amend the text of the zoning ordinance by reducing the minimum area required for shopping centers in Section 7-7-124 from one acre to three quarters of one acre.

SYNOPSIS:

At the request of the City Council, City staff is proposing an ordinance amendment to reduce the minimum area required for shopping centers in Section 7-7-124 from one acre to three quarters of one acre.

The current one-acre minimum shopping center size was adopted in March of 2017. At the time the City had reviewed many L-shaped strip malls that were proposed on smaller commercial parcels in several locations. Prior to March 2017, there was no minimum area specific to shopping centers. After having several discussions on this topic, the City Council directed staff to change the ordinance to allow shopping centers on properties that are at least three quarters of one acre in area.

The proposed ordinance also amends the definition of shopping centers to be more objective and clarifies that the area of adjoining parcels that share parking and access can be combined to meet the minimum shopping center area.

RECOMMENDATION:

The Planning Commission recommends approval.

SUBMITTED BY:

Steve Pastorik, Community Development Director

incorporated herein and shall apply as though set forth herein in full, unless the context clearly indicates a contrary intention. Words not defined in either Code shall have their ordinarily accepted meanings within the context in which they are used.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

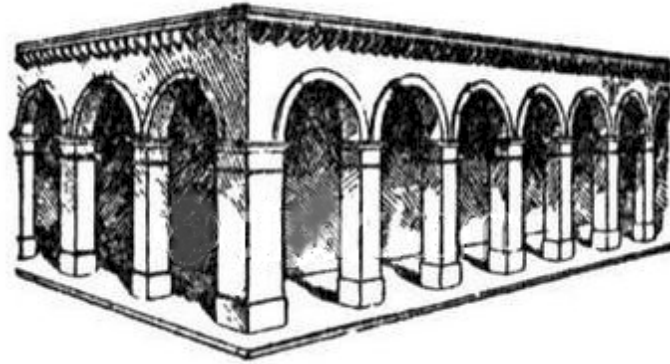
(15) “Animal” means any of a kingdom of living beings differing from plants in capacity for spontaneous movement and rapid motor response to stimulation.

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

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

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

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



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

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

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

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

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

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

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

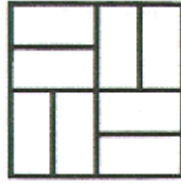
(27) “Automobile Sales, New” means the Use of property for the display and sale of new motor vehicles, including related financing services and Automobile Service, and the display and sale of used motor vehicles.

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

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

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

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



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

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

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

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

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

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

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

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

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

beer is less than 30 percent of gross revenue.

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

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

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

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

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

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

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

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

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

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

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

trailer.

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

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

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

(55) “City” means West Valley City.

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

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

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

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

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

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

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

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

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

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

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

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

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

(69) “Community Use” means a Use which has the primary purpose of serving the educational, religious, recreational, or governmental needs of the general community, including but not limited to Churches, educational institutions, Public Parks, Buildings, 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.

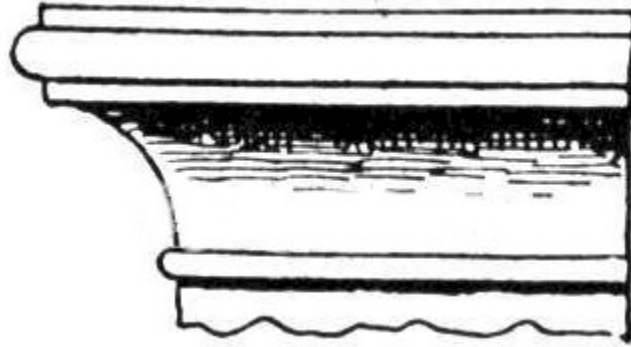
(76) “Consolidated Fee Schedule” means the schedule of fees adopted in the West Valley City Municipal Code.

(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:

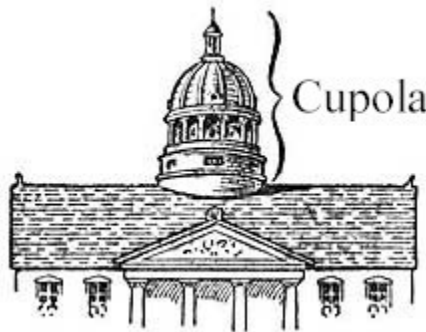


(80) “Courtyard” means an uncovered Recreation Space bounded on two or more sides by Buildings.

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

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

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



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

(85) “Decorative 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

256 developer for public use.

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

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

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

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

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

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

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

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

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

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

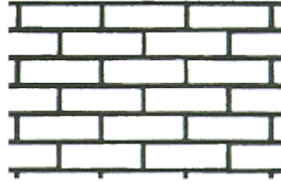
283 (97) “Event Center, Indoor” means an indoor stadium, arena, Concert Hall, dance hall, or
284 Reception Center that hosts sporting events, Concerts, theatrical performances, rodeos,
285 receptions, parties, or other similar indoor events.

286 (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 areas, 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.

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

(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.

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

(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.

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

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

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

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

(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.

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

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

(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.

(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.

(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.

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

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

(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.

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

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

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

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

(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.

(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.

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

(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.

(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.

(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.

(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.

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

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

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

(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.”

(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.

(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.

(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.

(224) “Recreation Space” means:

a. Outdoor space shared by residents of a residential Development for passive and active recreation. Examples include terraces, Courtyards, plazas, shared roof decks, sports courts, sports fields, open lawn areas, private parks, swimming pools, hot tubs, tot lots, picnic areas, fire pits and trails.

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

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

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

(225) “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.

(226) “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.

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

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

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

(230) “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.

(231) “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.

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

(233) “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.

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

(235) “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.

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

(237) “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.

(238) “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.

(239) “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.

(240) “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.

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

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

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

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

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

(245) “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.

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



(247) “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.

(248) “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.

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

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

(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.

(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.

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

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

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

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

(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.

(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.

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

(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.

(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.

(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.

(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.

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

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

(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.

(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.

(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.

(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 Automobile Sales, Used Automobile Sales, Automobile Service, Vehicle Recycling Facilities, and Vehicle Storage Yards.

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

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

(272) “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.

(273) “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.

(274) “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.

(275) “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.

(276) “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.

(277) “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.

(278) “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.

(279) “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.

(280) “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.

(281) “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.

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

(283) “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.

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

(285) “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.

(286) “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.

(287) “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.

(288) “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.

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

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

7-7-124. SHOPPING CENTERS.

The minimum Lot size for Shopping Centers shall be three quarters of one acre. The area of adjoining Parcels may be combined to meet the minimum required area if the Parcels share access and parking.

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 _____, 2022.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

3975 S Redwood Rd. – 0.60 acres



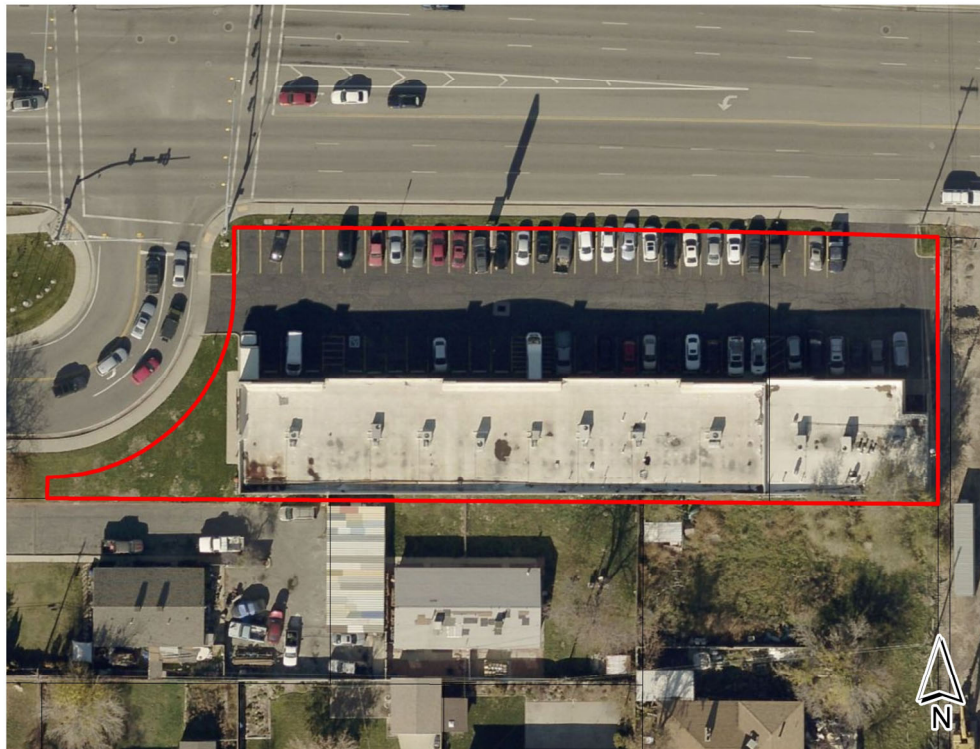
3612 W 4700 S – 0.74 acres



2851 S Redwood Rd. – 0.76 acres

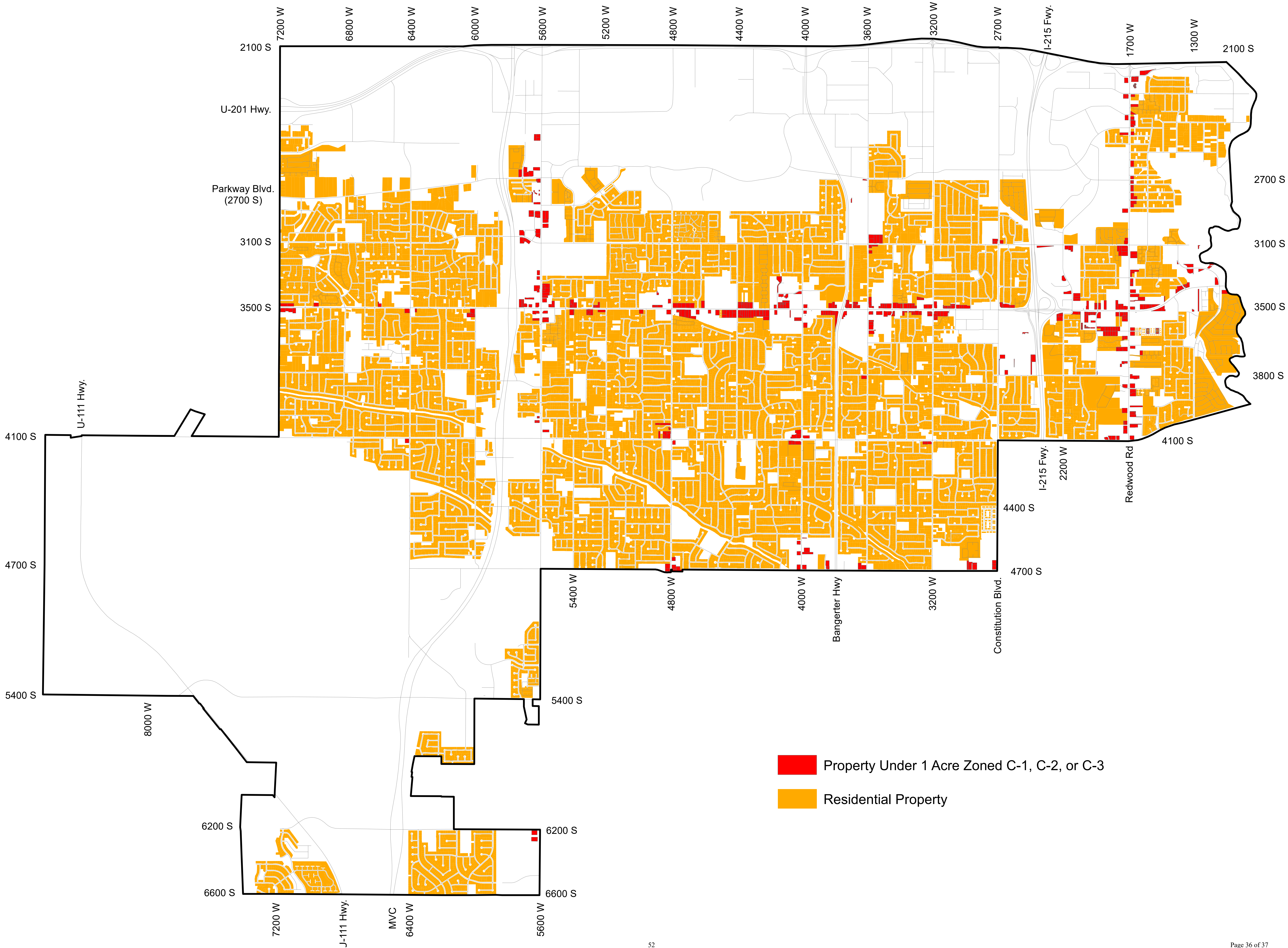


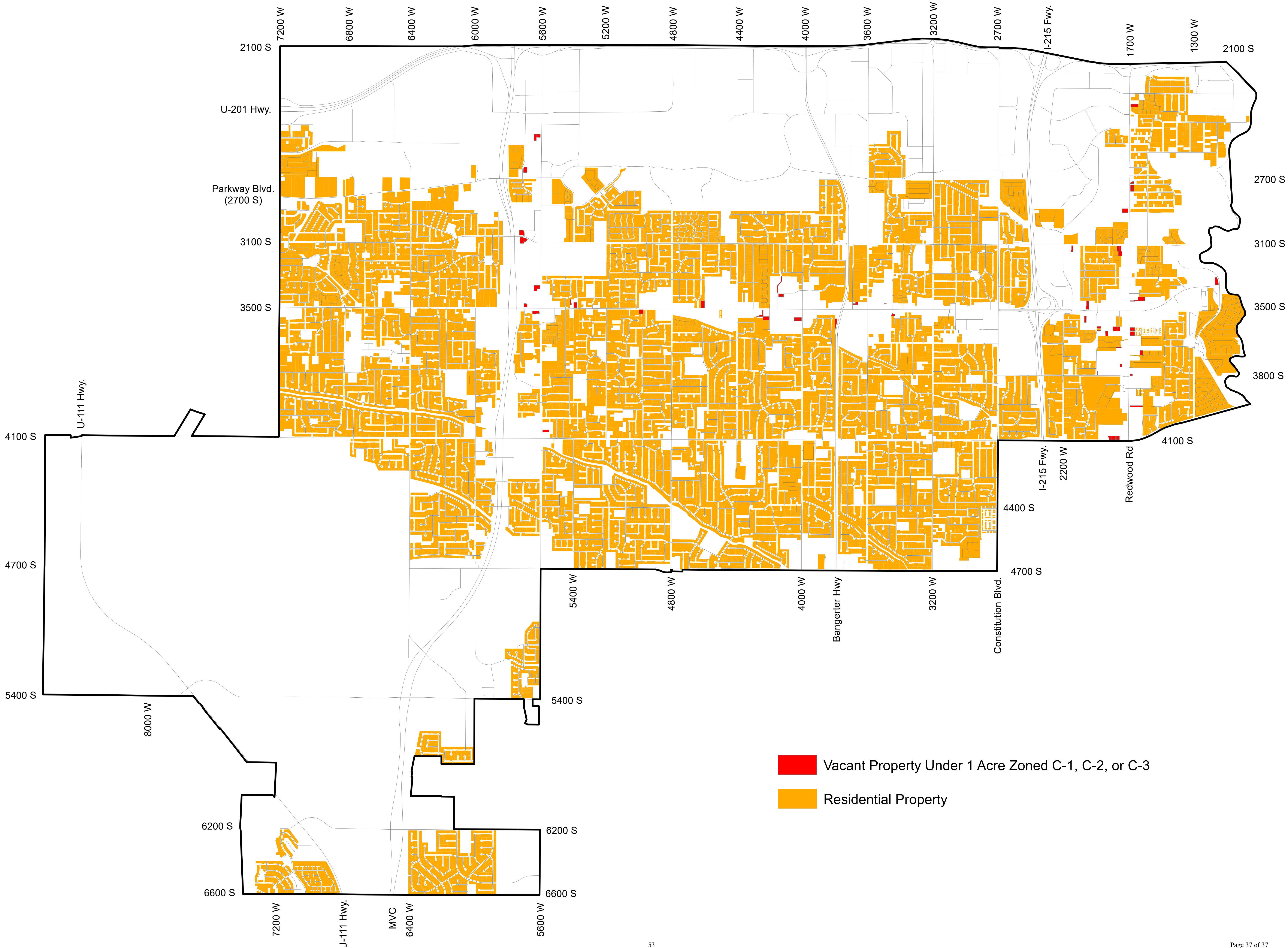
2099 W 3500 S – 0.86 acres



3411 S Redwood Rd. – 0.97 acres







Item: _____

Fiscal Impact: NA

Funding Source: NA

Budget Opening Required No

ISSUE:

It is proposed that West Valley City Codes, 23-6-104(1) and 23-6-106 (1)(a), be amended to require that domesticated animals are held for a minimum of 5 business days prior to disposition.

SYNOPSIS:

It is proposed that Code West Valley City Code 23-6-104(1) be amended to read:

*Domesticated animals shall be impounded for a minimum of ~~three full calendar~~ **five business** days before further disposition, except as otherwise provided herein. Reasonable effort shall be made to notify the owner of any animal wearing a license or other identification during that time. Notice shall be deemed given when sent to the last known address of the listed owner. Any animal voluntarily relinquished to the Animal Control facility by the owner thereof for destruction or other disposition need not be kept for the minimum holding period before release or other disposition as herein provided.*

It is proposed that Code West Valley City Code 23-6-106(1)(a) be amended to read:

*If the animal was impounded, it must be held for a minimum of ~~three working~~ **five business** days prior to being eligible for adoption. Animals that have been signed over to the City by their owners are eligible for adoption immediately.*

BACKGROUND:

Utah State Code 11-46-103 requires that unidentified or unclaimed animals be held for a minimum of five business days prior to making any final disposition of the animal.

The changes to our ordinance are necessary to remove any discrepancy between city and state code.

RECOMMENDATION:

West Valley City Community Preservation and Development is recommending the amendments to the ordinance.

SUBMITTED BY:

Layne Morris

WEST VALLEY CITY, UTAH
ORDINANCE NO. _____

Draft Date: 06/28/2022

Date Adopted: _____

Date Effective: _____

**AN ORDINANCE AMENDING SECTIONS 23-6-104(1) AND
23-6-106(1) OF THE WEST VALLEY CITY MUNICIPAL
CODE TO COMPLY WITH STATE LAW REGARDING
ANIMAL CONTROL.**

WHEREAS, Title 23 of the West Valley City Municipal Code establishes regulations concerning the animals and animal control; and

WHEREAS, Title 23 Chapter 6 Section 104 and 106 of the West Valley City Municipal Code establishes regulations governing disposition of impounded animals; and

WHEREAS Title 23 Chapter 6 Section 104 Subsection 1 of the West Valley City Municipal Code establishes regulations governing how long the shelter must hold an impounded animal prior to disposition; and

WHEREAS Title 23 Chapter 6 Section 106 Subsection 1 of the West Valley City Municipal Code establishes regulations governing how long the shelter must hold an impounded animal prior to adoption; and

WHEREAS, the City Council wishes to amend City Code; 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 Section 23-6-104(1) and Section 23-6-106(1) 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. Section 23-6-104(1) and Section 23-6-106(1)(a) are hereby amended as follows:

Section 3.

24-22-108(14) DISPOSITION OF IMPOUNDED ANIMALS.

Domesticated animals shall be impounded for a minimum of five business days before further disposition, except as otherwise provided herein. Reasonable effort shall be made to notify the owner of any animal wearing a license or other identification during that time. Notice shall be deemed given when sent to the last known address of the listed owner. Any animal voluntarily relinquished to the Animal Control facility by the owner thereof for destruction or other disposition need not be kept for the minimum holding period before release or other disposition as herein provided.

23-6-106(1)(a) ADOPTION OF DOMESTICATED ANIMALS.

If the animal was impounded, it must be held for a minimum of five business days prior to being eligible for adoption. Animals that have been signed over to the City by their owners are eligible for adoption immediately.

Section 4. Effective Date. This Ordinance shall take effect immediately upon posting in the manner required by law.

PASSED and APPROVED this _____ day of _____, 2022.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

Item #:	
Fiscal Impact:	\$38,750
Funding Source:	Class C Roads / Transportation Sales Tax
Account #:	45-9610-40750-75276-0100
Budget Opening Reqd:	Yes

ISSUE:

A Resolution authorizing a Professional Services Agreement with Wilson & Company for an environmental study on Lancer Way

SYNOPSIS:

Authorize the execution and expenditures associated with a Professional Services Agreement with Wilson & Company, Inc. for the completion of an environmental study on Lancer Way.

BACKGROUND:

West Valley City will receive federal *Surface Transportation Program* funds to assist with the design and construction of a roadway reconstruction project on Lancer Way (3650 South) from 3200 West to 2700 West. The amount of federal participation on this project is \$5,771,489, which requires a local match of \$419,103.08 from West Valley City. In addition to the local match, it is the city’s responsibility to complete an environmental study for the project prior to the distribution of the federal funds.

The proposed project will reconstruct and widen Lancer Way from two-lanes to three-lanes, including a center turn-lane. The project will include the addition of bike lanes, curb and gutter, sidewalk, street lighting, streetscape, and drainage improvements.

This agreement will enable the environmental consultant, Wilson & Company, Inc., to complete the tasks associated with the performance of a UDOT approved environmental study. Upon completion of the environmental study, the WVC Engineering division will coordinate with UDOT and FHWA to access the federal funds and begin the preconstruction phase of the project. It is initially anticipated that construction will begin in 2025.

RECOMMENDATION:

Approval and execution of a Professional Services Agreement with Wilson & Company, Inc. for the completion of an environmental study on Lancer Way.

SUBMITTED BY:

Coby Wilson, City Engineer

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PROCUREMENT OF
SERVICES FROM WILSON & COMPANY, INC.**

WHEREAS, the City requires an environmental study for the Lancer Way reconstruction project;
and

WHEREAS, the City desires to contract with a qualified firm to provide said services; and

WHEREAS, Wilson & Company, Inc. ("Wilson") is able and willing to provide said services; and

WHEREAS, a Professional Services Agreement (the "Agreement") has been prepared by and
between the City and Wilson setting forth the terms on which said services shall be provided; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the
best interests of the health, safety, and welfare of the citizens of West Valley City to authorize the execution
of said Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that
Agreement is hereby approved, 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 said Agreement by the City Manager
and the City Attorney's Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of
_____, 2022.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER

**PROFESSIONAL SERVICES AGREEMENT
LANCER WAY**

THIS AGREEMENT is made this _____ day of _____, 2022, by and between West Valley City (hereinafter, the “City”), a municipal corporation of the State of Utah located at 3600 South Constitution Blvd., West Valley City, Utah 84119, and Wilson & Company, Inc., Engineers and Architects (hereinafter, “Engineer”), a Kansas corporation, 10813 S. River Front Parkway, South Jordan, Utah 84095. The City and Engineer shall each be referred to individually as a “Party,” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, as part of the widening of Lancer Way, the City requires the preparation of certain environmental documents, a traffic study, and the coordination of public involvement activities (the “Work”); and

WHEREAS, the City has determined that Engineer is a qualified firm to perform said Work; and

WHEREAS, the City desires to retain Engineer’s expertise and professional services for the purposes described above;

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

AGREEMENT:

1. **Project Description.** Engineer shall prepare environmental documents, a traffic study, and conduct public involvement activities required for the widening of Lancer Way.
2. **Engineer’s Services.** Engineer shall perform the Work as detailed in the Scope of Work attached hereto, and incorporated herein as Exhibit “A.”
3. **Engineer’s Responsibilities.** Engineer will provide all professional services necessary for the performance of the Work. Engineer agrees that the compensation set forth herein represents adequate and sufficient consideration for all professional services necessary for the Project, whether or not those services are individually expressed in this Agreement. Engineer further agrees as follows:
 - A. **Responsibility for Documents.** Notwithstanding any approval from the City of the documents prepared by Engineer pursuant to this Agreement, Engineer and Engineer’s consultants shall be solely responsible, as measured by the standard of care as defined herein, for review of documents submitted for (i) the technical accuracy and adequacy of such documents; (ii) the constructability of the improvements described in such documents; (iii) the compliance of such documents

and the improvements described in such documents with all laws, ordinances, codes, regulations, rules, or other requirements of governmental authorities having jurisdiction over the Work.

4. **Additional Services.** The City shall only be obligated to compensate Engineer as set forth in this Agreement. The City shall not be obligated to compensate Engineer for any additional services unless those services are approved, in writing, by the City.
5. **City's Responsibilities.** The City shall be responsible for the following:
 - A. **Compensation.** If the City requires public involvement activities to be conducted, the City shall pay the Engineer an amount not to exceed \$38,750. If no public involvement activities are required, the City shall pay the Engineer an amount not to exceed \$18,600. Payment shall be due within thirty days after the City receives an invoice from Engineer.
6. **Termination.** Either Party may terminate this Agreement for cause by providing written notice of default to the other Party and giving ten days to cure the alleged default. In addition, the City may terminate this Agreement without cause at its sole discretion. In the event of a termination without cause, all Work ordered prior to the termination shall be performed and all compensation due for said Work shall be paid.
7. **Term.** Unless terminated in accordance with Section 6 above, this Agreement shall remain in effect for two years from the date of execution.
8. **Notices.** All notices, requests, demands, and other communications required under this Agreement, except for normal, daily business communications, shall be in writing. Notice to any Party may be addressed in such other commercially reasonable way that such Party may, from time to time, designate in writing and deliver to the other Parties as set forth in this section. Such written communication shall be effective upon personal delivery or upon being sent by overnight mail service; by facsimile (with verbal confirmation of receipt); or by certified mail, return receipt requested, postage prepaid, and addressed to the respective Parties as follows:

If to the CITY: West Valley City
 Attn: City Manager
 3600 Constitution Blvd.
 West Valley City, Utah 84119

With a copy to: West Valley City
 Attn: City Attorney
 3600 Constitution Boulevard
 West Valley City, Utah 84119

If to Engineer: Wilson & Company
10813 South River Front Parkway
South Jordan, Utah 84095

9. **Relationship of the Parties.** It is understood that this Agreement is a contract that has been negotiated and voluntarily entered into by the Parties. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties hereto, constitute any Party the agent of another Party, nor authorize any Party to make or enter into any commitments for or on behalf of any other Party. It is understood and agreed that Engineer is an independent contractor, and that the officers and employees of Engineer 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.
10. **Conflict of Interest.** Engineer warrants that no City employee, official, or agent has been retained by Engineer to solicit or secure this Agreement upon an agreement or understanding to be or to become an officer, agent, or employee of Engineer, or to receive a commission, percentage, brokerage, contingent fee, or any other form of compensation. Engineer further warrants that Engineer shall not engage in any activity, or accept any employment, interest, or contribution that would appear to compromise Engineer's professional judgment with respect to the Work.
11. **Indemnification.** To the fullest extent permitted by law, Engineer agrees to indemnify, defend (to the extent covered by general liability insurance required by this agreement), and hold the City harmless from and against any and all third-party claims, and the resulting costs, lawsuits, damages, and expenses, including court costs and reasonable attorney's fees, by reason of any claim and/or liability to the extent any such action imposed, claimed, and/or threatened against the City for damages because of bodily injury, death, and/or property damages or loss (including, without limitation, tangible or intangible property or rights or economic loss, wherever occurring) is caused by the negligent performance of the Engineer's services under this Agreement, to the extent that such bodily injuries, death, and/or property damages or loss (including, without limitation, tangible or intangible property or rights or economic loss, wherever occurring) are attributable to the negligence of Engineer and/or Engineer's consultants, subconsultants of any tier, representatives, servants, agents, employees, and/or assigns. As used in this section, the City shall also refer to the consultants, 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. In addition, Engineer agrees to procure from each consultant retained by Engineer with respect to the Project an indemnity agreement in favor of the City to the same extent and form as this Section.
12. **Insurance.** Engineer shall secure and maintain throughout the period of this Agreement (and, with respect to professional liability insurance, for a period of three (3) years from the date of final payment to Engineer hereunder), such insurance as will protect Engineer

and the City with respect to the services under this Agreement, from claims of any kind and nature whatsoever in accordance with the following limits and conditions:

- A. **Commercial General Liability Insurance.** Combined single limit per occurrence (covering bodily injury liability and property damage liability) in an amount not less than \$3,000,000, annual aggregate: \$3,000,000.
 - B. **Comprehensive (Hired or Non-Owned) Automobile Liability Insurance.** Combined single limit per occurrence (including bodily injury liability and property damage liability) in an amount not less than \$1,000,000.
 - C. **Worker's Compensation.** In an amount not less than the statutory limits required by law.
 - D. **Employer's Liability Insurance.** In an amount not less than \$1,000,000.
 - E. **Professional Liability Insurance.** In an amount not less than \$1,000,000 per claim and \$1,000,000 aggregate.
 - F. **Consultants.** Engineer shall require that any and all consultants engaged or employed by Engineer, either directly or by assignment, secure and maintain the same insurance coverages with the same deductible limitations, the same limits of liability, and for the same period in with the same conditions as stated in this Section.
 - G. **Conditions.** Engineer shall not commence services under this Agreement until Engineer has obtained all insurance required herein. Except for the Worker's Compensation, Employer's Liability and Professional Liability Insurance, the insurance required herein shall name the City as Additional Insured and Endorsements shall be issued accordingly. Such Certificates of Insurance and Endorsements shall be provided to the City at the execution of this Agreement. Engineer shall notify the City not less than thirty (30) days prior to any cancellation, modification or nonrenewal of any of the required insurance herein. If the City is damaged in any way by failure of Engineer or Engineer's consultants to purchase and maintain the insurance coverages and/or limits of liability required under this Section, Engineer shall bear all costs, expenses, and damages incurred by the City arising out of such failure to purchase and maintain the insurance coverages and/or liability limits required under this Section. In addition, the City reserves the right to require greater limits of insurance coverages under this Section at any time in accordance with any changes in the Utah Governmental Immunity Act.
13. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and to their respective successors-in-interest. This Agreement is not assignable by any Party.

14. **No Third-Party Beneficiaries.** The execution, performance, and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties hereto, to any entity or Party other than Engineer and the City.
15. **Non-Waiver.** Failure on the part of a Party to complain of any action or non-action on the part of the other Parties, no matter how long the same may continue, shall not be deemed to be a waiver by such Party of any of its rights hereunder. The consent or approval by a Party to or of any action of the other Parties requiring such consent or approval shall not be deemed to waive or render unnecessary such consent or approval to or of any subsequent similar act.
16. **Attorney's Fees.** In the event of any litigation arising out of this Agreement, the substantially prevailing Party or Parties shall be entitled to recover reasonable costs and expenses of such litigation from the other Party or Parties, including, without limitation, reasonable attorneys' fees and expenses, whether incurred by in-house counsel or other counsel of record.
17. **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.
18. **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.
19. **Entire Agreement.** This Agreement, including all exhibits attached hereto and all other documents incorporated herein by reference, contains the entire, fully-integrated agreement between the Parties, and no statement, promise, or inducements made by any Party or agents for any Party that are not contained in this written Agreement, shall be binding or valid. This Agreement shall supersede all prior and contemporaneous negotiations, representations and agreements of the Parties with respect to the subject matter thereof.
20. **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.
21. **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.

22. **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.
23. **Compliance with Laws/Laws to Apply.** The Parties shall comply with all applicable local, state and federal laws, rules, regulations, and other legal requirements while performing under this Agreement. This Agreement shall be construed under and in accordance with the laws of the State of Utah, without giving effect to principles of conflicts of laws. Any dispute relating to this Agreement shall be heard in the state or federal courts of the State of Utah, and the Parties agree to jurisdiction and venue therein.
24. **Timeliness of Performance.** The Consultant acknowledges the importance to the City of the City's project schedule and agrees to put forth reasonable efforts in performing the services with due diligence under this agreement in a manner consistent with the schedule. The City understands, however, that the Consultant's performance must be governed by sound professional practices.
25. **Captions and Headings.** The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

IN WITNESS WHEREOF, the Parties to this Agreement have executed this Agreement as of the day and year first above written.

(Signatures follow)

WEST VALLEY CITY



Mayor

City Manager

ATTEST:

Approved as to form 6/29/2022

Brandon Hill

City Recorder

ENGINEER

By: *Michael King, PE*

Its: *Senior Vice President, Transportation*

State of *Utah*)
County of *Salt Lake*) :ss

On this *9* day of *June*, 20 *22*, personally appeared before me *Michael Wayne King* [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the *engineer* [title], of Wilson & Company, Inc., Engineers and Architects and that this *Professional Services Agreement* was signed by him/her in behalf of said entity by authority of its bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to me that said entity executed the same.

Notary Public

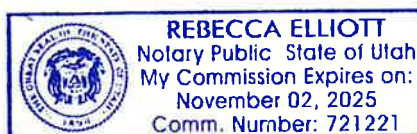


EXHIBIT A
SCOPE OF WORK

May 23, 2022

Jeff Ray
Assistant City Engineer
West Valley City
3600 South Constitution Boulevard, Suite 250
West Valley City, Utah 84119

Re: Lancer Way; 2700 West to 3200 West Environmental Compliance

Dear Jeff,

Wilson & Company appreciates the opportunity to provide this scope, schedule, and cost estimate to complete the environmental compliance, public involvement, and traffic study for the Lancer Way project. We understand that the project proposes to widen Lancer Way between 2700 West and 3200 West from two to three lanes and includes the addition of bike lanes, a parkstrip, and sidewalk, curb, and gutter.

Scope of Work

Our scope of work includes three elements: the environmental document, public involvement activities, and a traffic study.

Environmental Document

Wilson & Company will conduct all environmental resource evaluations and reports necessary to complete a categorical exclusion following the Utah Department of Transportation's (UDOT) process. We anticipate that this will include a survey of and report on historic architectural properties in the study area, along with desktop evaluations and letter or other short-form reports on archaeology, wetlands/waters of the US, hazardous materials, air quality, and wildlife/threatened and endangered species. Because the project does not meet the definition of a Type I noise project under the UDOT guidance, we do not believe that a noise study will be required.

Wilson & Company will prepare the categorical exclusion document using UDOT's ePM system, provide QC/QA, and provide a copy of the full document to UDOT Region 2 environmental staff for their review and approval. The final deliverable will be a completed, signed categorical exclusion with all required appendices. This task also includes time for one Wilson & Company employee to provide support for and attend a public hearing, if required by UDOT.

The total cost for preparation of the environmental document is \$15,600.

Public Involvement (if required by UDOT)

Jacques and Associates, acting as a subconsultant to Wilson & Company, will complete all required public involvement activities for the environmental phase of the project. This will include establishment of a project hotline and email, notification of affected property owners, legal advertisement of the public hearing, and preparation of display materials for the public hearing. It will also include the presence of staff from Jacques and Associates at the public hearing, and processing and responding to any public comments received. This does not include additional stakeholder outreach, the creation of a project-specific website, or coordination through right-of-way acquisition and construction.

The total cost for public involvement activities is \$20,150. As an option, a Spanish translator can be provided for the hearing at a cost of \$450.

UDOT may not require a public hearing. If no public hearing was required, but the City still desires to hold a public meeting (open house style) to inform residents of the project, the cost of public involvement activities would be reduced by approximately \$2,500. Therefore, the overall cost to hold a public meeting would be \$17,650.

Traffic Study

Wilson & Company will conduct a traffic study to determine whether a second left-turn lane is needed on the eastbound to northbound movement at the intersection of Lancer Way and 2700 West. This work will include reviewing and incorporating information from previous traffic studies provided by the City, gathering traffic counts, analysis of peak hour volumes, and preparation of a memo outlining the findings of the study.

The total cost for preparation of the traffic study is \$3,000.

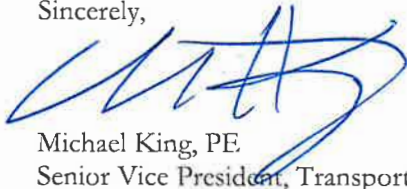
The cost to complete all three tasks is estimated to be \$38,750.

Schedule

Our proposed schedule includes 16 weeks from Notice to Proceed (NTP) to complete all three tasks. The first month will include completing environmental resource surveys and reports and receiving and addressing comments from UDOT staff. The second month will include completion of the draft categorical exclusion and approval from UDOT to hold the public hearing (if necessary). The third month will include advertising for and holding the public hearing and receiving public comments. The fourth month will include responding to public comments, completion of the final categorical exclusion, and UDOT signing and uploading the final document to Projectwise.

We look forward to the opportunity to work with the city in completing this work. Please let me know if you have any questions or would like to discuss any of these tasks further.

Sincerely,



Michael King, PE
Senior Vice President, Transportation
(801) 307-2843

22-121: Authorize the Acceptance of a 2022 Utah...

Item #:	
Fiscal Impact:	\$191,565.00
Funding Source:	Utah Outdoor Recreation Grant
Account #:	10-7604-40750-00000-7606
Budget Opening Required:	None

ISSUE:

Authorize the Parks and Recreation Department to accept the 2022 Utah Outdoor Recreation Grant. The grant amount is \$191,565.00.

SYNOPSIS:

The Utah Governor’s Office of Economic Opportunity is awarding the West Valley City Parks and Recreation Department grant funds totally \$191,565.00 for the addition of a challenge course at West View Park.

BACKGROUND:

The West Valley City West View Park has undeveloped land directly adjacent to the Utah and Salt Lake Canal trail system. This property was purchased approximately two years ago for the further development of the park and is located at approximately 4050 South 6000 West. The \$191,565.00 Utah Outdoor Recreation award will provide a challenge course for park and trail users to enjoy. The challenge/ninja course will include a two lane 40 yard dash and a full multi-generational obstacle course complete with a timing system.

RECOMMENDATION:

Staff recommends approval of the \$191,565 Utah Outdoor Recreation Grant funds for further development of West View Park.

SUBMITTED BY:

Nancy Day, Parks and Recreation Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A 2022
UTAH OUTDOOR RECREATION GRANT.**

WHEREAS, the City wishes to add a challenge course to West View Park; and

WHEREAS, the Governor’s Office of Economic Opportunity is willing to award a grant to the City to complete said challenge course, subject to the execution of an appropriate agreement; and

WHEREAS, the attached State of Utah Contract (the “Agreement”) has been drafted by and between the City and the state of Utah and sets forth the rights, responsibilities, and obligations of the parties; and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to accept said grant and execute the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of West Valley City, Utah, that the City is authorized to accept said grant, and that the Mayor is hereby authorized to execute the Agreement and any other documents needed to accept said grant for and on behalf of West Valley City, subject to approval of the final form of said documents by the City Manager and the City Attorney’s Office.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2022.

WEST VALLEY CITY

MAYOR

ATTEST:

CITY RECORDER



STATE OF UTAH CONTRACT
The Governor's Office of Economic Opportunity
Utah Outdoor Recreation Grant (UORG)

1. **CONTRACTING PARTIES:** This contract is between the State of Utah, Governor's Office of Economic Opportunity ("Go Utah"), Office of Outdoor Recreation, referred to as the State,¹ and the following Grantee:

West Valley City
3600 South Constitution Blvd.
West Valley City, UT 84119

Federal Tax ID: 87-0362454
Legal Status of Contractor: Governmental Agency
Vendor #: 65729A

Contact Person: Nancy Day
Phone #: (801) 509-1928
Email: nancy.day@wvc-ut.gov

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide terms and conditions under which the Grantee may obtain and maintain eligibility for Utah Outdoor Recreation Grant (UORG) funding.
3. **AUTHORITY:** This contract is entered pursuant to the State's authority to administer funds under Utah Code § 63N-9-2 and Utah Administrative Code R357-16.
4. **CONTRACT PERIOD:**
Effective Date: May 19, 2022
Termination Date: May 19, 2024, unless terminated early or extended in accordance with the terms and conditions of this contract.
5. **CONTRACT AMOUNT:** The State awards and the Grantee accepts a potential grant award of up to \$191,565.00.
Fund: 2306
Unit: 6272
Appropriation: 2306
Commodity Code: 99999
6. **ATTACHMENTS INCLUDED AND MADE PART OF THIS CONTRACT:**
Attachment A – Standard Terms and Conditions for Grants
Attachment B – Utah Outdoor Recreation Grant (UORG) Terms and Conditions
Attachment C – Scope of Work
7. **DOCUMENTS INCORPORATED BY REFERENCE BUT NOT ATTACHED:**
All governmental laws, regulations, or actions applicable to the grant authorized by this contract, including but not limited to Utah Code § 63N-9-2 and Utah Administrative Rule R357-16.
8. **CONTRACT EXECUTION:**
Each person signing this contract represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this contract and bind the parties hereto. Each signatory represents and warrants to the other that the execution and delivery of the contract and the performance of each party's obligations hereunder have been duly authorized and that the contract is a valid and legal contract binding on the parties and enforceable in accordance

¹ In the 2022 General Legislative Session, HB 305 passed, and was signed into law by the Governor. HB 305 merges the Office of Outdoor Recreation with the Utah Division of Natural Resources ("DNR"), effective July 1, 2022. Consequently, after that date, the Office of Outdoor Recreation will officially relocate to DNR.

with its terms. This contract is not fully executed until all parties, including but not limited to the Utah Division of Finance, have signed this contract.

BY SIGNING THIS CONTRACT, THE GRANTEE HEREBY ACKNOWLEDGES THAT THE GRANTEE HAS READ, UNDERSTOOD, AND AGREES TO THE TERMS AND CONDITIONS OF THIS CONTRACT.

THE STATE OF UTAH

WEST VALLEY CITY

Name:

Name:

Title:

Title:

Date:

Date:

Governor's Office of Economic Opportunity

Approved as to form 6/29/2022

Brandon Hill

Name:

Title:

Date:

Governor's Office of Economic Opportunity

Date:

Division of Finance

State of Utah

Contract Number: 220630329

Attachment A: Standard Terms and Conditions for Grants between Government Entities

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:

1. “**Contract**” means these terms and conditions, the cover pages, and all other attachments and documents incorporated by reference.
 2. “**Grant Money**” means money derived from State fees or tax revenues that are owned, held, or administered by the State.
 3. “**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.
 4. “**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.
 5. “**State**” means the State of Utah Department, Division, Office, Bureau, Agency, or other State entity identified on the Contract providing the Grant Money.
 6. “**SubGrantees**” means persons or entities under the direct or indirect control or responsibility of Grantee, including, but not limited to, Grantee’s agents, consultants, employees, authorized resellers, or anyone else for whom Grantee may be liable at any tier, including a person or entity providing or performing this Contract, including 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 of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. 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. **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. This includes documentation related to Grantee’s performance of the Contract terms, scope of work, project-specific requirements, and outcomes reported to the State by 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 of Utah and federal auditors, State 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 Grantee’s use of the Grant Money is appropriate and has been properly reported.
5. **INDEPENDENT CAPACITY:** 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 of Utah agency effectuating this Contract.
6. **INDEMNITY:** Both parties to this Contract 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.
7. **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 workplace. 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.

8. **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.
9. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. Any material violation of the terms of the program or Contract may give rise to for-cause termination.
10. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to 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.
11. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain during the term of this Contract, workers' compensation insurance for all its employees, as well as any SubGrantees as required by law.
12. **PUBLIC INFORMATION:** Grantee agrees that this Contract and invoices will be public records in accordance with the State of Utah's 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 State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that non-protected portions of Grantee's Application 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.
13. **PAYMENT:** The acceptance by Grantee of final Grant Money 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 Grantee. No State payment is to be construed to prejudice any claims that the State may have against Grantee. State may withhold, adjust payment amount, or require repayment of any Grant Money under this Contract that is: provided in reliance on an inaccurate or incomplete representation, unsupported by sufficient invoices or other documentation, not used by Grantee for the project identified, used for any purpose in violation of the terms of this Contract or in violation of the law, or paid in excess of what is actually owed.
14. **REVIEWS:** The State reserves the right to perform reviews, and/or comment upon Grantee's use of the Grant Money. 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. 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. **PUBLICITY:** Grantee shall submit to the State for written approval all advertising and publicity matters relating to this Contract. It is within the State's sole discretion whether to provide approval, which must be done in writing.
18. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Grantee will indemnify and hold the

State harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Grantee's liability, such limitations of liability will not apply to this section.

19. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State and Grantee each recognize that they have 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.
20. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
21. **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 document listed or referenced in Contract; 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.
22. **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.
23. **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.
24. **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: 21 March 2019)

Attachment B: Utah Outdoor Recreation Grant (UORG) Program Terms and Conditions

1. PROJECT DESIGN, SCOPE OF WORK, AND USE OF FUNDS:

- a. The scope of work for this grant contract is outlined in Attachment C. The Grantee hereby agrees to complete that scope of work, and shall use the grant funding provided to achieve the goals and benchmarks set forth therein.
- b. Successful completion of the scope of work will be determined by the State, based on documentation of the completion of goals and benchmarks outlined in Attachment C.
- c. The Grantee shall comply with all applicable Federal and State statutes and regulations and will be responsible for obtaining and maintaining any necessary permits and approvals prior to commencement of the project.
- d. All requirements listed in the application and program guide for eligibility and required attachments are incorporated here by reference though not attached hereto.
- e. The scope of work is hereby termed the Grantee's project, which shall commence within one-hundred eighty (180) calendar days from the contract effective date and be completed on or before the contract termination date.
- f. The Grantee agrees that the project area acquired, developed or improved pursuant to this contract shall not be converted to other than public recreational use without written notice and approval from the Director of the Utah Office of Outdoor Recreation. Furthermore, if the infrastructure developed with the Utah Outdoor Recreation Grant program funds is converted to other use, the other use must be of comparable value and may not be converted until both parties agree in writing to the converted use. The converted use must be in the same general location and will be provided by the Grantee.
- g. The Grantee shall maintain or ensure appropriate maintenance as determined by the State of all facilities and property covered by this contract in a safe, usable, and attractive condition. The project area shall be kept reasonably open, accessible and safe for public use. Structures, trail and trail infrastructure should be kept maintained throughout their estimated lifetime to prevent undue deterioration and to encourage public use. The State makes no claims to ownership or management interests of facilities constructed pursuant to this contract on lands legally owned by the Grantee.
- h. The Grantee shall provide evidence that the infrastructure project has county, city or tribal approval and endorsement. A contract must be signed with the party who will maintain the recreational infrastructure for at least the next ten (10) years. Evidence supplied in the Grantee's application may fulfill this requirement. The State reserves the right to request updated documentation and proof on continued support and maintenance contracts at any time. The Grantee shall give the State reasonable notice of any change in the contract or endorsement status. Loss of endorsement or maintenance contract may constitute an event of default and result in a recapture of the grant funds.
- i. If the project is on Federal lands, the Grantee must receive approval from the lead agency responsible for compliance with the National Environmental Policy Act (NEPA). Loss of approval from or any violation of Federal regulations shall constitute an event of default and result in the recapture of the grant funds. The Grantee shall give the State reasonable notice in the event that approval for the appropriate public entity has been rescinded or denied. Proof of approval shall be provided and updated as requested by the State.
- j. All property on which Utah Outdoor Recreation Grant infrastructure funded projects are located must be owned by or under the control of the Grantee (e.g. local government or conservancy) or public agency that has partnered with the Grantee. If the project crosses private property, as in the case of a trail, a contract must be reached with the property owners to allow the general public right-of-way. This should be documented with a Grant of Easement and Right-of-Way. Proof of ownership and all relevant contracts shall be provided to the State before completion of the project. Lack of proof shall constitute an event of default and may result in the recapture of the grant funds.
- k. The infrastructure project must have an endorsement from the local economic development office or designated local tourism office stating that the project will have the ability to attract growth and retention in the community/area and/or have the potential for increased visitation to the area. The project shall meet the qualifications of Utah Section 63N-3-109. This requirement can be fulfilled by the endorsement provided in the Grantee's Application. If the status of the endorsement changes the Grantee may provide reasonable notice in writing of such change to the State. The State reserves the right to recapture all grant funds if the endorsement is rescinded and it is determined by the State that the project has no or little economic impact.
- l. The Grantee must check with the Utah Department of Wildlife Resources (DWR) to ensure the project is not in a special management area for endangered species such as the Sage Grouse. If the project is in or

close to a special management area it must first secure written approval from the DWR. DWR may continually add or remove species from the list of species requiring a special management area. The Grantee is responsible for maintaining the project in a way that is current with all DWR regulations and requirements. If the project is found to be in violation of any regulation regarding the management of species within the project, it shall constitute an event of default and may result in the recapture of the grant funds.

- m. The Grantee agrees to make the project accessible to the general public, including compliance with the Americans with Disabilities Act (ADA). No fees or other restrictions shall be prohibitive to the extent that portions of the public at large will not be able to access the project. All fees charged by the Grantee or others in granting access to the project shall be disclosed to the State in writing. The State reserves the right to determine if such fees are considered prohibitive and thus a violation of this paragraph. If a fee is found to be prohibitive to public access the Grantee shall have thirty (30) days to change the fee to be reasonable or this will constitute an event of default and the State may recapture the grant funds.
- n. The Grantee shall notify the State of the public opening date, and upon the public opening of the project, the Grantee shall make every effort to make the public aware of the project's existence with appropriate publicity and marketing. Such publicity can include but is not limited to, a grand opening ceremony, press release to the local media or social media outlets to appropriately promote the public use of the project.

2. NATURE OF ENTITY:

- a. The Grantee is a municipality, county, tribal government, or non-profit corporation classified under U.S. Code § 501(c) and is physically located within the State.
- b. The Grantee is not a for-profit entity; for-profit entities may not receive a Utah Outdoor Recreation Grant.

3. REPORTING:

- a. Reports shall be provided by the Grantee to the State at least every six (6) months, and no later than sixty (60) days after the contract termination date. Each report shall include the following:
 - i. Assurances that all monies paid to the Grantee were used towards completion of the project outlined in Attachment C: Scope of Work;
 - ii. A brief synopsis of the work completed in the previous six months; and
 - iii. An outline of the work anticipated to be completed in the next six months.
- b. If Grantee fails to provide the first two scheduled reports to the State, as described herein, Grantee shall waive any consideration by the State for potential contract extension should such extension be necessary to complete Grantee's project.

4. FUNDING:

- a. The Grantee shall not receive any grant funds until this contract is fully signed and executed.
- b. Up to 75% of the Contract Amount may be reimbursed prior to full completion of the Grantee's project. The remaining 25% of funds are contingent on completion of the Grantee's project, a final on-site inspection, and submission of the Final Report as outlined in the 2021 Office of Outdoor Recreation Grant Programs Guide, which is available to the Grantee from the State and incorporated by reference to this contract.
- c. In no event shall payments from the State to the Grantee exceed in sum the Contract Amount.
- d. All funds are to be distributed in a post-performance manner, as reimbursement for dollars spent by the Grantee within the scope of the Grantee's project.
- e. The State will not fund more than 50% of the eligible costs of the project's eligible costs. The Grantee must provide matching funds in an amount of at least 50% of the project's eligible costs.
- f. At least 50% of the Grantee's required matching funds must be paid in cash.
- g. Up to 50% of the Grantee's required matching funds may be provided through an in-kind contribution if:
 - i. Approved in advance by the State;
 - ii. The Grantee is a non-profit corporation or governmental entity; and
 - iii. The in-kind donation is for services or materials that are directly related to the construction of the Grantee's project, defined in Attachment C: Scope of Work.

5. REIMBURSEMENT REQUESTS:

- a. Reimbursement requests received by the State after the contract termination date WILL NOT BE ELIGIBLE FOR REIMBURSEMENT.

- b. The following documentation shall, at minimum, be provided upon reimbursement request, and additional documentation may be required by the State:
 - i. Copies of invoices and evidences of payment (checks, bank statements, etc.) for work done on the project;
 - ii. Records of volunteer labor or other in-kind donations for work done on the project;
 - iii. Several photos to show the project is complete;
 - iv. A final report with the description of the project and other data requested by the State;
 - v. A description and an itemized report detailing the expenditure of the grant or the intended expenditure of any grant funds that have not been spent;
 - vi. The grant program's provided reimbursement request document or a letter of request on letterhead of the Grantee specifying the grant amount requested.
 - c. Requests shall be submitted to the State electronically, to the Program Manager in the Office of Outdoor Recreation and/or the Compliance Department of the Governor's Office of Economic Opportunity. A link to the online portal will be sent to the Grantee upon the completion of the processing of this contract. The Grantee shall document that all of the grant money received by the Grantee for this project was spent on efforts towards the project.
6. **SITE VISITS:** The Grantee shall cooperate with reasonable requests for site visits during the process of completion and after completion of the project.
7. **AUDIT:**
 - a. The Grantee shall allow State auditors to make audits and inspections of all records relating to this Grant.
 - b. The Grantee shall make available for audit and inspection the records of expenditures relating to this contract until all State audits are completed or for a period of up to five (5) years from the date of this contract.
 - c. The Grantee shall refund to the State any grant funds spent that did not meet the requirements of this contract and determined by audit to be ineligible under the terms hereof or in accordance with State and Federal law.
8. **EVALUATION:** The State reserves the right to conduct an independent evaluation of the use of the grant funding and of the activities covered by this contract, including achievement of goals and benchmarks, location of the Grantee, and achievement of outcomes and economic development. Such evaluation may employ qualitative as well as concrete measures of outcomes. The State reserves the right to engage consultants or others to carry out this evaluation. The Grantee agrees to allow the State or its representatives access to, and will make its personnel, facilities, records, and sponsors available to State evaluators, subject to reasonable notice.
9. **BREACH OF CONTRACT:** The State reserves the right to demand a refund of the full amount of the grant or a portion thereof, or to terminate this contract and pay no further funds, in the event that the Grantee breaches any of the terms of this contract or those in documents incorporated by reference but not attached.
10. **ATTRIBUTION:** The Grantee shall make appropriate and reasonable efforts to ensure that the Utah Outdoor Recreation Grant is recognized as a partner in the project. Such efforts may include recognition of the State in fundraising materials, use of the Utah Outdoor Recreation Grant name and official logo, and other appropriate attribution for the funding made possible by the office.
11. **ACCESS TO DATA:** At the State's request, the Grantee shall allow the State access to data and information about the project to assess progress and ensure that grant funding is being spent on the project specified within the Grantee's project proposal.
12. **STATE CONTACT PERSON:** The State designates the Director of the Office of Outdoor Recreation at the State, or their designee, as the contact person at the Utah Governor's Office of Economic Opportunity or Division of Natural Resources to consult with the Grantee on an ongoing basis. The contact person will provide the Grantee with any additional guidelines, standards, procedures, and reporting requirements on which the State will review progress and evaluate performance hereunder.

13. **LICENSE TO PROMOTE:** The Grantee gives to State a perpetual, irrevocable, worldwide, transferable, royalty-free, and non-exclusive license to publicly display the Grantee and its project for any reasonable purpose, including display on State websites, without any attribution or compensation to the Grantee. The Grantee agrees to acknowledge State funding in publications or presentations.

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Attachment C: Scope of Work

West Valley City purchased property on the Utah and Salt Lake Canal Trail System and slightly west of the Mountain View Corridor Trail System. Individuals and families, inside and outside West Valley City, utilize these regional trails regularly. Salt Lake County has received funding for work on the Utah and Salt Lake Canal Trail System, extending it further east and west. The Mountain View Corridor Trail System travels extensively to the north and south of this area.

This project includes the construction of a Challenge Course with a timed race feature which will be beneficial to the trail users and will also increase the number of trail users due to its proximity and addition of way-finding signage. This will be constructed at West View Park which has restrooms, parking, a drinking fountain, playground, pavilion, tennis court, and other park amenities. The addition of wayfinding signs will increase traffic from this location to both trail systems as individuals and families journey throughout West Valley City and other communities that are connected to the two trail systems. The Challenge Course will offer increased opportunities for health and wellness in the great outdoors.

