The Study Electronic Meeting of the West Valley City Council will be held on Tuesday, May 16, 2023, at 4:30 PM, in the Multipurpose Room, 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.

A G E N D A

1. Call to Order

2. Roll Call

3. Approval of Minutes:

   A. May 9, 2023

4. Review Agenda for Regular Meeting of May 16, 2023

   A. Regular Meeting Agenda

5. Awards, Ceremonies and Proclamations Scheduled for May 23, 2023

   A. Recognition of West Valley City National Merit Scholar Finalists

6. Public Hearings Scheduled For May 23, 2023

   A. Accept Public Input Regarding Application ZT-2-2023, filed by West Valley 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.

Requesting an Amendment to Section 7-7-119 of the West Valley City Code to Add Screening Requirements for Outside Storage that Occurs on Property Adjacent to a High-Image Arterial Street as Listed in Section 7-10-10

Action: Consider Ordinance 23-15: Amend Section 7-7-119 of the West Valley City Municipal Code to Amend Certain Requirements Concerning Outside Storage

B. Accept Public Input Regarding Application ZT-3-2023, Filed by HH-SALT LAKE, LLC, Requesting a Zone Text Change to Sections 7-1-103 and 7-6-301 of the Zoning Ordinance to Remove the Definition for Lingerie Store and Remove Lingerie Store from the Commercial and Manufacturing Use Table

Action: Consider Ordinance 23-16, Amend Sections 7-1-103 and 7-6-301 of the West Valley City Municipal Code to Amend Certain Requirements Concerning Lingerie Stores

7. Public Hearings Scheduled for June 6, 2023

A. Accept Public Input Regarding Application GPZ-2-2023, Filed by Nick Mingo, Requesting a General Plan Change from Large Lot Residential (2-3 Units/acre) and Medium Density Residential (7-12 units/acre) to Light Manufacturing and a Zone Change from A-1 (Agriculture, Minimum Lot Size 1 acre) and A (Agriculture, Minimum Lot Size 1/2 Acre) to M (Manufacturing) for Property Located at 5998 West Parkway Blvd.

Action: Consider Ordinance 23-17: Amend the General Plan to Show a Change of Land Use from Large Lot Residential (2-3 Units/acre) and Medium Density Residential (7-12 units/acre) to Light Manufacturing for Property Located at 5998 West Parkway Blvd.

Action: Consider Ordinance 23-18: Amend the Zoning Map to Show a Change of Zone for Property Located at 5998 West Parkway Blvd from A-1 (Agriculture, Minimum Lot Size 1 acre) and A (Agriculture, Minimum Lot Size 1/2 Acre) to M

(Manufacturing)

Action: Consider Resolution 23-71: Authorize the City to Enter Into a Development Agreement with Ivory Land Corporation for Approximately 37.53 Acres of Property Located at Approximately 5998 West Parkway Blvd.

8. Resolutions:

   A. 23-72: Consent to the Inclusion of West Valley City Within a Salt Lake County Convention and Tourism Assessment Area

   B. 23-73: Authorize the Execution of a Customer Requested Work Agreement for the Burial of Power Lines on 3650 South

9. Consent Agenda Scheduled for May 23, 2023

   A. Reso 23-74: Authorize the City to Enter Into a Right of Entry and Occupancy Agreement With and From the Alice Martin Trust for Property Located at 6002 West Parkway Boulevard

10. Communications:

   A. Form of Government (10 min)

   B. Policy and Procedure Manual (15 min)

   C. Council Calendar

11. New Business:

A. Potential Future Agenda Items

B. Council Reports

C. Strategic Discussion List

12. Motion for Closed Session (if necessary)

13. Adjourn

MINUTES OF COUNCIL STUDY MEETING – MAY 9, 2023
-1-

THE WEST VALLEY CITY COUNCIL MET IN ELECTRONIC STUDY SESSION ON TUESDAY, MAY 9, 2023 AT 4:30 P.M. AT WEST VALLEY CITY HALL, MULTIPURPOSE ROOM, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH. THE MEETING WAS CALLED TO ORDER 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
William Whetstone, Councilmember District 3

ABSENT:

Jake Fitisemanu, Councilmember District 4

STAFF PRESENT:

Wayne T Pyle, City Manager *(electronically)*
Nichole Camac, City Recorder
Nicole Cottle, Assistant City Manager/General Counsel
Eric Bunderson, City Attorney
Colleen Jacobs, Police Chief
John Evans, Fire Chief
Jim Welch, Finance Director
Steve Pastorik, CED Director
Layne Morris, CPD Director *(electronically)*
Dan Johnson, Public Works Director
Nancy Day, Parks and Recreation Director
John Flores, HR Director *(electronically)*
Sam Johnson, Strategic Communications Director
Ken Cushing, IT *(electronically)*
Steve Lehman, CED
Jerry Thompson, CED

APPROVAL OF MINUTES OF STUDY MEETING HELD MAY 2, 2023
The Council considered the Minutes of the Study Meeting held May 2, 2023. There were no changes, corrections or deletions.

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Councilmember Huynh moved to approve the Minutes of the Study Meeting held May 2, 2023. Councilmember Christensen seconded the motion.

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

NO REGULAR MEETING SCHEDULED FOR MAY 9, 2023

PUBLIC HEARINGS SCHEDULED FOR MAY 16, 2023

A. **ACCEPT PUBLIC INPUT REGARDING APPLICATION SA-1-2023, FILED BY CHRIS TOMADAKIS, REQUESTING FINAL PLAT APPROVAL FOR THE TOMADAKIS SUBDIVISION- AMENDING LOT 1 PHEASANT PARK AND LOTS 214 HUNTER HILLS NO. 2 SUBDIVISIONS**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled May 16, 2023, in order for the City Council to hear and consider public comments regarding Application SA-1-2023, Filed by Chris Tomadakis, Requesting Final Plat Approval for the Tomadakis Subdivision- Amending Lot 1 Pheasant Park and Lots 214 Hunter Hills No. 2 Subdivisions.

Proposed Ordinance 23-11 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

ACTION: ORDINANCE NO. 23-11, APPROVE THE AMENDMENT OF LOT 1 PHEASANT PARK AND LOT 214 HUNTER HILLS NO. 2 SUBDIVISIONS

Steve Lehman, CED, discussed proposed Ordinance 23-11 that would approve the Amendment of Lot 1 Pheasant Park and Lot 214 Hunter Hills No. 2 Subdivisions

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

> Mr. Chris Tomadakis, is requesting final plat approval and an amendment to lot 1 Pheasant Park and lot 214 Hunter Hills No. 2 Subdivisions. The purpose for the plat amendment is to adjust the common property line between the two lots. No new lots will be created from this application. This type of request would previously have been allowed by lot line adjustment reviewed by staff only. However, in 2021, State Law changed requiring a plat amendment.
>
> Mr. Tomadakis who owns both properties, would like to adjust the existing property line to provide more useable space for the dwelling at 5203 West Holder Drive. This application is unique in that it will amend lots in two different subdivisions. The Pheasant Park Subdivision is zoned R-1-8, and

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the Hunter Hills No. 2 Subdivision is zoned R-1-7. Both lots meet and exceed frontage and area requirements of their respective zones. As a result of the subdivision amendment, lot 1 in Pheasant Park will increase in size to 12,835 square feet, and lot 2 in Hunter Hills will be reduced to 7,100 square feet in size.

There is an existing 10-foot utility easement on the east side of lot 1 Pheasant Park and a 15-foot utility and drainage easement on lot 214 Hunter Hills No. 2. Both easements will remain in place. Any new structures and/or fencing will need to be coordinated with the respective utility and or drainage companies. The easements are not being vacated or realigned with this application.

The City Council will consider Ordinance 23-11 at the Regular Council Meeting scheduled May 16, 2023 at 6:30 P.M.

B. **ACCEPT PUBLIC INPUT REGARDING APPLICATION SA-2-2023, FILED BY ROMAN FRAZIER, REQUESTING FINAL PLAT APPROVAL FOR THE MOUNTAIN VIEW BUSINESS PLAZA SUBDIVISION-AMENDED AND EXTENDED LOCATED AT 3320 SOUTH 5600 WEST**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled May 16, 2023, in order for the City Council to hear and consider public comments regarding Application SA-2-2023, Filed by Roman Frazier, Requesting Final Plat Approval for the Mountain View Business Plaza Subdivision-Amended and Extended Located at 3320 South 5600 West.

Proposed Ordinance 23-12 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

ACTION: ORDINANCE NO. 23-12, APPROVE THE AMENDMENT OF LOT 3 MOUNTAIN VIEW BUSINESS PLAZA SUBDIVISION

Steve Lehman, CED, discussed proposed Ordinance 23-12 that would approve the Amendment of Lot 3 Mountain View Business Plaza Subdivision.

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

Roman Frazier is requesting final approval for the Mountain View Business Plaza Subdivision Amended. This application will amend and extend lot 3 of said subdivision. The subdivision is located at 3320 South 5600 West and is zoned C-2.

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The Mountain View Business Plaza Subdivision was recorded in June 2019. The original subdivision consisted of 6 lots on 12 acres. The property is zoned C-2 and is bordered on the north and south by existing commercial development, the east by 5600 West and the west by property currently being reviewed for flex office space located between the existing storage project (old K-mart building) and Mountain View Corridor.

Mr. Frazier has developed the old K-mart into inside storage spaces, and the other two lots adjacent to 5600 West as a Cane's restaurant and Krispy Kreme donut shop. In recent months, another parcel became available on the north side of the main entrance into this project. It is currently being used as a car wash. It is this parcel that the applicant would like to consolidate with lot 3 of the Mountain View Business Plaza Subdivision.

The applicant would like to continue using the car wash for a time until a more desirable use becomes available. The existing car wash site does have some issues that need to be resolved with the City before a new business license can be issued. Namely, the installation of required trees, removal of the non-conforming monument sign and removal of banner signs. While these issues won't affect the approval of the subdivision, they will need to be resolved in order for a new business license to be issued.

Councilmember Whetstone asked if the amendment would allow for an access point between the property to the north where Walmart is located. Steve stated that the two properties were unable to come to an agreement on sharing a cross access easement and this application would not change that.

The City Council will consider Ordinance 23-12 at the Regular Council Meeting scheduled May 16, 2023 at 6:30 P.M.

C. **ACCEPT PUBLIC INPUT REGARDING APPLICATION Z-1-2023, FILED BY SAMUEL WRIGHT, REQUESTING A ZONE CHANGE FROM 'A' (AGRICULTURE, MINIMUM LOT SIZE 1/2 ACRE) TO 'M' (MANUFACTURING) FOR PROPERTY LOCATED AT 7103 WEST GATES AVENUE**

Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled May 16, 2023, in order for the City Council to hear and consider public comments regarding Application Z-1-2023, Filed by Samuel Wright, Requesting a Zone Change from 'A' (Agriculture, Minimum Lot Size 1/2 Acre) to 'M' (Manufacturing) for Property Located at 7103 West Gates Avenue.

Proposed Ordinance 23-13 related to the proposal to be considered by the City Council subsequent to the public hearing, was discussed as follows:

ACTION: ORDINANCE NO. 23-13, AMEND THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 7103 WEST GATES AVENUE FROM 'A' (AGRICULTURE, MINIMUM LOT SIZE 1/2 ACRE) TO 'M' (MANUFACTURING)

Steve Pastorik, CED, discussed proposed Ordinance 23-13 that would amend the Zoning Map to Show a Change of Zone for Property Located at 7103 West Gates Avenue from 'A' (Agriculture, Minimum Lot Size 1/2 Acre) to 'M' (Manufacturing).

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

> The applicant has submitted a concept plan and written description for his development proposal for the subject property. If this application is approved, the applicant intends to build two 8,400 square foot buildings to house his business, Wright Timberframe, and to rent out the remaining space. Wright Timberframe builds custom timber frame structures such as pergolas, pavilions, and trellises.
>
> The subject property is designated as Light Manufacturing in the West Valley City General Plan.
>
> Similar to other properties along the south side of Gates Avenue that were rezoned from A to M and abut residential to the south, the Planning Commission is recommending a development agreement to address the following topics: access on Gates Avenue, off-site improvements, a covered entry for the building, hours of operation, a setback reduction along the west side, a masonry wall substitution, and use limitations.

ACTION: RESOLUTION NO. 23-66, AUTHORIZE THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH SAMUEL WRIGHT FOR APPROXIMATELY 1.19 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 7091-7103 WEST GATES AVENUE

Steve Pastorik, CED, discussed proposed Resolution 23-66 that would authorize the City to Enter into a Development Agreement with Samuel Wright for Approximately 1.19 Acres of Property Located at Approximately 7091-7103 West Gates Avenue.

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

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Samuel Wright has submitted a zone change on a 0.88-acre parcel at 7103 W Gates Avenue from A (Agriculture, minimum lot size ½ acre) to M (Manufacturing). The property at 7091 West Gates Avenue is already zoned M. The Planning Commission recommended approval of the zone change subject to a development agreement.

The proposed development agreement addresses the following topics: access on Gates Avenue, off-site improvements, a covered entry for the building, hours of operation, a setback reduction along the west side, a masonry wall substitution, and use limitations.

Mayor Lang asked if the lot to the west is a commercial or residential use. Steve replied there is no current residential use on that property. Councilmember Whetstone asked if there are noise restrictions when manufacturing is next to residential. Steve replied that noise restrictions apply after 10 PM to 7 AM. Mayor Lang stated that noise complaints can still be reported if they can be heard within a household. Steve agreed.

The City Council will consider Ordinance 23-13 and Resolution 23-66 at the Regular Council Meeting scheduled May 16, 2023 at 6:30 P.M.

ORDINANCE 23-14: AMEND SECTIONS 16-1-101, 16-2-101, 16-4-101, 16-6-101, 16-11-101, 16-12-101, 16-13-101, 16-14-101, AND 16-15-101 OF THE WEST VALLEY CITY MUNICIPAL CODE TO ADOPT CERTAIN INTERNATIONAL BUILDING CODES

Jerry Thompson, CED, presented proposed Ordinance 23-14 that would amend Sections 16-1-101, 16-2-101, 16-4-101, 16-6-101, 16-11-101, 16-12-101, 16-13-101, 16-14-101, and 16-15-101 of the West Valley City Municipal Code to Adopt Certain International Building Codes.

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

Every three years revised editions of the building code, which is adopted by the State of Utah as the minimal building standards for all buildings within our State, must be adopted by local municipalities to replace the older building codes that is considered obsolete. The building codes are living documents which are subject to revision at annual code development hearings in a national forum. The results of those hearings are published every three years in revised editions.

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> In order to comply with the actions of the State Legislature, and current State law, it is necessary to replace the 2018 editions of the international codes by adopting the 2021 editions of said codes.

The City Council will consider Ordinance 23-14 at the Regular Council Meeting scheduled May 16, 2023 at 6:30 P.M

RESOLUTION 23-67: ADOPT A CAPITAL PROJECTS LIST
Wayne Pyle, City Manager, presented proposed Resolution 23-67 that would adopt a Capital Projects List

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

> We have amassed a significant amount of funding in our capital improvement projects fund balance. This affords us the opportunity to fulfill some significant catchup purchases and projects that otherwise would have to be further delayed, bonded for or lease-purchased. This fund balance amount allows us the rare occurrence of cash purchase without debt of these prioritized items. The CIP fund balance is above and beyond the unreserved general fund balance, itself also a very healthy amount equating to almost 25% of the city's annual operating budget.
>
> All projects on the list will come before the council for either contract or purchase approval, or a budget opening as appropriate, or both. This resolution merely states the council's priority intent and authorization to move forward.

Councilmember Harmon stated he would like a little more detail on the golf course maintenance equipment. Wayne replied that he would provide a more specific list to the Mayor and Council. Mayor Lang asked if the $70,000 for the Fassio Fence would be sufficient. Wayne replied that Nancy is working on obtaining an up to date bid. He noted that this resolution is only meant to provide an overview of CIP projects and their estimated funding but the Council will still review contracts or agreements for most items on the list as they normally would. Upon inquiry from Councilmember Huynh, Wayne provided a detailed explanation for each item proposed on the suggested CIP list. The Mayor and Council briefly discussed street signs and the process of replacement as well as the cost per sign. Councilmember Huynh asked about the Crystal Avenue sidewalk project. Wayne replied to do the entire project with drainage, etc. would cost about 5 million dollars. He indicated that Public Works is still working to obtain grant funding to complete this project. Councilmember Whetstone asked how the CIP budget affects the General Fund. Wayne replied that they are two separate funds and noted that the General Fund is 25% of the

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annual operating budget and the CIP budget typically is about 1-2 million. Councilmember Harmon asked why the CIP budget is so large this year. Wayne replied that this is largely due to the inflow of federal funding over the past few years related to COVID.

The City Council will consider Resolution 23-67 at the Regular Council Meeting scheduled May 16, 2023 at 6:30 P.M

RESOLUTION 23-68: APPROVE AN AGREEMENT BETWEEN WEST VALLEY CITY AND LARSEN, LARSEN, NASH & LARSEN, ATTORNEYS AT LAW, FOR INDIGENT DEFENSE SERVICES

Nicole Cottle, Assistant City Manager, presented proposed Resolution 23-68 that would approve an Agreement Between West Valley City and Larsen, Larsen, Nash & Larsen, Attorneys at Law, for Indigent Defense Services.

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

> The Sixth Amendment of the United States Constitution requires the City to provide legal representation to indigent defendants. LLNL has been providing this service to the City by contract for over 30 years. Not only is this firm is familiar with the Court requirements and procedures and provides competent and valuable service to the City it is also the only provider with a location in the City for the purpose of serving our residents. Because of this competent experience, LLNL was chosen as a professional service provider under the Procurement Code.
>
> A robust contract has been negotiated and executed by LLNL to meet all the requirements of the Sixth Amendment and subsequent case law and to provide the best and most economical service the City.

Councilmember Nordfelt stated that there is a 7% annual increase. Nicole stated that the previous agreement was a 4% escalation 5 years ago but the 7% is more in line with the current legal rate. She added that there is only one other firm who could provide these services and their proposal was twice the cost. Councilmember Huynh asked if there is a website where residents can go to find indigent defense. Nicole replied that this is handled by the court and information is provided to those needing services when the issue arises.

The City Council will consider Resolution 23-68 at the Regular Council Meeting scheduled May 16, 2023 at 6:30 P.M

RESOLUTION 23-69: AUTHORIZE THE PURCHASE OF HVAC EQUIPMENT AND THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT

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FROM AND WITH AMERICAN MECHANICAL SYSTEMS SERVICES, LLC
Nancy Day, Parks and Recreation Director, presented proposed Resolution 23-69 that would authorize the Purchase of HVAC Equipment and the Execution of a Professional Services Agreement From and With American Mechanical Systems Services, LLC

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

> The Harman Senior Recreation Center furnace/AC units were vandalized and are no longer functional. Due to the nature of the damage, facility insurance will cover the cost of replacement with the exception of the $25,000 deductible. The Parks and Recreation Department solicited bids and received two including the following:
>
> - American Mechanical Systems Service, LLC: $57,070.21
> - Rocky Mountain Mechanical: $57,250.00
>
> American Mechanical Systems Service, LLC was selected as the lowest responsible bidder and holds the Utah State purchasing contract number MA2606 for this work.

Councilmember Whetstone asked if there are plans in place to prevent future vandalism. Nancy replied that the turf is being changed to rock, fencing is being added, and security cameras.

The City Council will consider Resolution 23-69 at the Regular Council Meeting scheduled May 16, 2023 at 6:30 P.M

CONSENT AGENDA SCHEDULED FOR MAY 16, 2023

A. **RESOLUTION 23-70: RATIFY THE CITY MANAGER'S APPOINTMENT OF INITIAL MEMBERS OF THE HEALTHY WEST VALLEY COMMITTEE**

Wayne Pyle, City Manager, discussed proposed Resolution 23-70 that would ratify the City Manager's Appointment of Initial Members of the Healthy West Valley Committee.

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

> Members of the Healthy West Valley City Committee are appointed for a four year term by the City Manager with the advice and consent of the City Council.

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Councilmember Harmon stated that he would like to see more citizens from West Valley City serve on the committee. Councilmember Christensen stated that this is something the Committee would like as well. He noted that many members are from organizations that assist with the committee. Mayor Lang asked if there is a cap. Nichole Camac, City Recorder, replied that she would look into this.

The City Council will consider Resolution 23-70 on the Consent Agenda at the Regular Council Meeting scheduled May 16, 2023 at 6:30 P.M

COMMUNICATIONS

A. CONVENTION TOURISM ASSESSMENT AREA (CTAA) FOLLOW UP

Kaitlin Eskelson, President and CEO of Visit Salt Lake, provided a recap of the proposed CTAA and how it could help West Valley City and bring tourism and tourism dollars to the community. Councilmember Christensen asked how the City would see the benefit from this type of program. Ms. Eskelson stated that the program is governed under a contract with Salt Lake County and noted that this contract has been in place for 36 years. She indicated that dollars flow through transient tax through the hotels who can use the funds to provide improvements to areas like the Maverik Center or the golf courses. Ms. Eskelson stated that the partnership is unique and hoteliers are self-imposing an increased fee but have the opportunity to sit on a board, manage those funds, and approve how those funds are spent.

Councilmember Nordfelt stated that the hoteliers are responsible for determining where the dollars are spent. He asked if there is one committee who oversees the overall dollars in the County or if there are separate regional committees. Tyson Lybbert, Visit Salt Lake, stated that there would be a ChamberWest footprint that would oversee West Valley City and Kearns but there will also be representation on the overall board. Mr. Lybbert addressed how funds could potentially be spent and potential events that could be brought to the City. Mayor Lang stated that the money wouldn't be guaranteed to be spent in West Valley City or on improvements at the West Valley City venues. Mr. Lybbert agreed but noted that it is in the best interest of the hoteliers to incentivize and improve events so more visitors will stay at their hotels.

Councilmember Huynh expressed concern that West Valley City would not have direct control over how the funds are spent. Councilmember Nordfelt stated that this would bring more visitors to West Valley City who would then spend dollars at the local stores, restaurants, etc. Mayor Lang stated that these events could still come to West Valley City, even if the City doesn't participate in this program. Ms.

Eskelson stated that bringing large events is dependent on many factors including room rates, air fair, and other package deals. She stated that while money is going back to the hoteliers, the City will see increases in the way Councilmember Nordfelt mentioned. Councilmember Whetstone asked if hotels in West Valley City are struggling to fill rooms. Ms. Eskelson stated that they are running at about 67% occupancy year-round. Councilmember Whetstone asked if there would be any discernment between local residents staying at a hotel. Ms. Eskelson replied no.

Mr. Lybbert stated that the County Council will be voting on June 6th. He noted that Salt Lake City and Sandy have already passed resolutions and Draper, South Jordan, and Kearns are going through the process. Mayor Lang asked what the resolution will provide. Mr. Lybbert replied that it will allow hotels to participate. He noted that if a resolution is not passed, CTAA funding cannot directly benefit the West Valley City region. Mayor Lang stated that there is no guarantee West Valley City will see any funds at all. Mr. Lybbert stated that this is true but the City will benefit one way or another from sales tax. Councilmember Whetstone asked if the hotels in the City have expressed interest. Mr. Lybbert replied that there are 15 hotels and 7 have approved of this plan. He noted that the other hotels didn't offer any opposition, they simply didn't respond. Councilmember Nordfelt asked if all hotels would be required to collect the additional fee. Mr. Lybbert replied yes.

Mayor Lang asked if this is the something the City needs. Wayne replied that Mr. Bruder at the Maverik center is in favor of this proposal. Nancy Day, Parks and Recreation Director, stated that she could see a benefit to the golf courses, softball fields, etc. Mayor Lang asked if this would limit residents from using the fields for their own programs. Nancy replied that residents would be a top priority and any large tournaments would be scheduled so as not to conflict with local leagues.

Councilmember Nordfelt stated that he doesn't see a downside to passing a resolution in support of this proposal. Councilmember Harmon stated that people may not want to stay at higher priced hotels and may travel to Taylorsville or West Jordan because rates are cheaper there. Councilmember Nordfelt stated that the events will be held in West Valley City and a higher volume of tourists will spend time in the City. He noted that the hotels can also offset costs by reducing their rates to remain competitive. Councilmember Christensen stated that when he visits Disneyland he stays off property because it's less expensive but he does spend all his money on the property. Councilmember Whetstone stated that he would like to see more high-profile events in the City and would support a resolution. Councilmember Christensen agreed. Mayor Lang stated that the City has invested dollars into the Maverik Center and other event venues. She stated that she feels the City is doing a good job and doesn't need this added support. Mayor Lang also

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noted that the City would have no say over the outcome or the dollars being spent. Councilmember Huynh agreed. Mayor Lang stated that she is also concerned about forcing the 8 other hotels that didn't respond to participate in this program if they don't want to. Councilmember Nordfelt stated that 100% of those who responded were in favor. Councilmember Huynh asked if the 8 other hotels would be able to sue the City. Eric replied that anyone can sue but he doesn't believe there would be a strong likelihood of prevailing. Mayor Lang asked for a review and legal opinion on this matter. After discussion, the Council agreed to place a resolution on the agenda for consideration.

The Mayor and Council had no further questions or concerns.

B. SUMMER EVENTS

Nancy Day, Parks and Recreation Director, provided an overview of summer events summarized as follows:

- Overview
  - Recreational Activities & General Programming Throughout Summer
  - Sport Specific
  - Arts & Culture
  - Holiday Events
  - Senior Events
  - Family Week
  - WestFest Celebration
  - Hump Day Buffet
  - Farmers Market
  - Movies in the Park
  - National Parks & Recreation Month – JULY
- May Events
  - 4th Gallery Exhibit: Utah Watercolor Society Exhibit Opens, UCCC
  - 5th Community First Friday: Digital Exhibit & Film Screening, UCCC
  - 12th Mother's Day Celebration, 1 PM, Harman Senior Recreation Center
  - 13th Plant Your Feet Dance Class; Film Screening, 11 AM, UCCC
  - 13th Tree Planting: UCCC

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- 14th Mother's Day Brunch at Stonebridge GC, 10 AM – 1 PM
- 17th Hump Day Buffet Kick-Off, 6:30 PM, Asian & Pacific Islander Showcase, Fairbourne Station Promenade
- 18th Tree Planting: Westview Park & 4100 South (Hunter HS Seminary & Progressive Leasing)
- 18th Art Show, 10 AM, Harman Senior Recreation Center
- 24th Pop Up Play at Hump Day Buffet, Fairbourne Station Promenade
- 26th Season Ovations & Artie Awards, 7:30 PM, WVPAC
- 27th Centennial Outdoor Pool Open for Memorial Day Weekend
- (Opens June 3rd for Summer)
- 29th Memorial Day Program at Veterans Memorial, 11 AM
- Kealoha Educational Program Opens, 4 PM, WVPAC
- 30th Alapa Family Concert, 6 PM, UCCC
- Golf Clinics:
  - 6th Chipping/Pitching at The Ridge GC
  - 7th Full Swing Clinic at The Ridge GC
  - 16th Full Swing Clinic at The Ridge GC
  - 13, 23 & 25th Putting Clinic at The Ridge GC

- June Events
  - 2nd Community First Friday: Rocio Cisneros Exhibit Art Talk, 6 PM, UCCC
  - 5th ARTrageous Thought Leaders Live with John Sweeney, 6 PM, WVPAC
  - 6th Puffs Production Opens, June 6 – July 1, WVPAC
  - 7th Pop Up Play at Hump Day Buffet, Fairbourne Station Promenade
  - 8th WVPAC Gallery Exhibit: Puffs Exhibit Opening, 6 PM
  - 8th Movie in the Park – Top Gun, Centennial Park
  - 10th Salt Lake Men's Choir Concert, UCCC, 6 PM
  - 12th Summer Lunch Program Begins (through August 4)
  - 12th ARTrageous Thought Leaders Live with Jenny Barlow, 6 PM, WVPAC
  - 13th SPARK Begins during Lunch Program (Tuesday, Wednesday, Thursday)
  - 16th Father's Day Breakfast, Harman Senior Recreation Center

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- 15th Movie in the Park – DC League of Super Pets, Centennial Park
- 15-18th WestFest Celebration
- 19th Juneteenth Event, 3 PM, UCCC
- 21st Hump Day Buffet Special: African Cultural Showcase, 6:30 PM, Fairbourne Station Promenade
- 22nd World's Largest Swimming Lesson, FFC
- 22nd Farmers Market Begins, 5 – 9 PM, Centennial Park
- 22-24th Gerald Wright Classic Girls Fastpitch Tournament, Centennial Park
- 22nd Movie in the Park – Top Gun Maverick, Centennial Park
- 23rd ARTrageous Theater Arts Summer Camp Performance, 7 PM, UCCC
- 26th ARTrageous Thought Leaders Live with Jim Christian, 6 PM, WVPAC
- 26th Utah Symphony Concert, 8 PM, UCCC
- 26-30th Harman Senior Recreation Center Camp Wrinkle
- Golf Clinics:
  - 4th Putting Clinic at The Ridge GC
  - 10th Chipping/Pitching at The Ridge GC
  - 11th Full Swing Clinic at The Ridge GC
  - 13 & 22th Putting Clinic at The Ridge GC

- July Events
  - 3-7th Family Week Events
  - 3rd West Valley Symphony Concert, 8 PM, UCCC
  - 6th Movie in the Park – Lightyear, Centennial Park
  - 7th Community First Friday: 6 PM, UCCC
  - 7th Skate Jam, Skate Park – Centennial Park
  - 7th Rock Crawling Demo, Crawler Course - Centennial Park
  - 10th Trio Los Charros Concert, 8 PM, UCCC
  - 11th Gallery Exhibit: What's on Your Plate Opens, 6 PM, UCCC
  - 12th Hump Day Buffet Special: Mexican Cultural Showcase, 6:30 PM, Fairbourne Station Promenade
  - 13-15th $1 Admission to Family Fitness Center
  - 13th Gallery Exhibit: Face of Utah Sculpture XIX Opening Reception, 6 PM, UCCC
  - 13th West Valley High School Summer Showcase Art Exhibit Opens, 6 PM, UCCC
  - 15th Tree Planting

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- 17th The Soulistics Concert, 8 PM, UCCC
- 19th Pop Up Play at Hump Day Buffet, Fairbourne Station Promenade
- 20th Movie in the Park – Sonic the Hedgehog 2, Centennial Park
- 21-23rd WVC Summer Sizzler Mini Z Race Event, UCCC
- 26th Senior County-wide Cornhole Tournament, 10 AM, Harman Senior Rec Ctr
- 27th Luau Party, 5 – 7 PM, Harman Senior Recreation Center
- 31stCoco Garcia Rumba Libre Band Concert, 8 PM, UCCC
- Golf Clinics:
  - 3rd Putting Clinic at Stonebridge GC
  - 9th Putting Clinic at The Ridge GC
  - 15th Chipping/Pitching at The Ridge GC
  - 16th Full Swing Clinic at The Ridge GC
  - 18 & 20th Putting Clinic at The Ridge GC
  - 22nd Full Swing Clinic at The Ridge GC
  - 23 & 29th Chipping/Pitching at The Ridge GC
  - 30th Full Swing Clinic at The Ridge GC

- August Events
  - 2nd Hump Day Buffet Special: BD Howes Band, 6:30 PM Fairbourne Station Promenade
  - 3rd Movie in the Park – Vivo, Centennial Park
  - 3rd Luau at Centennial Outdoor Pool (members only event), 6:30-8 PM
  - 3rd West Side Story Production Opens, Aug 3 – 26, WVPAC
  - 3rd WVPAC Gallery Exhibit: West Side Story Exhibit Opening, 6 PM, WVPAC
  - 4th Community First Friday: Face of Utah Sculpture Art Talk, 6 PM, UCCC
  - 7th Senior Safety Fair & Family Safety Fair, Family Fitness Center
  - 7th Smiling Souls Reggae Band Concert, 8 PM, UCCC
  - 11th ARTrageous Theater Arts Summer Camp Performance, 7 PM, UCCC
  - 30th National Night Out, Fairbourne Station Promenade
  - Golf Clinics:
    - 5th Full Swing Clinic at The Ridge GC
    - 10th Putting Clinic at The Ridge GC
    - 20th Chipping/Pitching at The Ridge GC

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- 22 & 24th Putting Clinic at The Ridge GC
- 26th Chipping/Pitching at The Ridge GC
- 27th Full Swing Clinic at The Ridge GC

- September Events
  - 1st Community First Friday
  - 1st Gallery Exhibit: Nigerian Association of Utah Opens, 9 AM, UCCC
  - 4th Centennial Outdoor Pool Closes
  - 7th Gallery Exhibit: Weavers Guild Opens, 6 PM, UCCC
  - 7th Gallery Exhibit: Surface Design Group Opens, 6 PM, UCCC
  - 13th ARTrageous Greek Theatre Festival Performance, 10 AM, UCCC
- Senior Specific Activities
  - Fieldtrips
  - Themed Holiday Meals & Activities
  - Book Club, Art Classes
  - Bingo Breakfast
  - Camp Wrinkle: June 26 – 30
- WestFest Celebration (June 15-18)
- Farmers Market (June 22- October 5)
  - Thursday Evenings
  - Food & Cottage Vendors
  - Booth for Residents to bring extra's to sell or donate
  - Youth Booth: Utah Young Entrepreneurs
  - Food Trucks & Music
  - POP Program (Power of Produce)

Councilmember Whetstone asked if there will be more vendors attending the Farmer's Market. Nancy replied that there has been a lot of interest and she anticipates more participation. Councilmember Huynh suggested combining events at WestFest. Nancy replied that is challenging due to parking and space.

The Mayor and Council had no further questions or concerns.

C. FIRE DEPARTMENT TACTICAL VEHICLE (MITS) TOUR

Mayor Lang stated that following adjournment, the Council will have the opportunity to tour the new MITS vehicle.

D. COUNCIL CALENDAR

DRAFT

Mayor Lang referenced a Memorandum previously received from the City Manager that outlined upcoming meetings and events.

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

NEW BUSINESS

A. POTENTIAL FUTURE AGENDA ITEMS

Councilmember Nordfelt stated that he received an email from a resident who was concerned about business licensing requirements for a home occupation. Councilmember Christensen stated that he also received the same complaint and sent it to Steve Pastorik who responded to the requestor. The Mayor and Council asked that the response be shared with all of them.

Councilmember Huynh stated that he would like clarification on the debt owed at the Utah Cultural Celebration Center. He indicated he would also like to discuss Form of Government. Councilmember Christensen stated that there were already 4 Councilmembers who stated they did not want to consider a resolution. Councilmember Huynh stated that he would like to discuss this as a communication item. Wayne stated that generally 4 Councilmembers must agree so it's clear that a majority support the conversation. Councilmember Whetstone stated that he is fine to have the conversation but noted that his opinion has not changed. After discussion, a majority of the Council agreed to place this item on as a discussion item.

Councilmember Harmon stated that he would like to review the employee policy manual. After discussion, a majority of the council agreed to add this as a communication item.

Nichole Camac, City Recorder, stated that a County Councilmember has asked to speak during a Study Meeting. After discussion, the Mayor and Council stated that she could attend a regular meeting and speak during public comment or meet with Councilmembers in groups or individually.

B. COUNCIL REPORTS

MAYOR LANG- MY HOMETOWN

Mayor Lang stated that she attended a great Central Granger My Hometown event.

COUNCILMMEBER HARMON- MY HOMETOWN

Councilmember Harmon stated that he me with Mike Rupp who works with My Hometown. He asked for clarification on an upcoming recital.

DRAFT

C. STRATEGIC DISCUSSION LIST

Mayor Lang stated that items would continue to be discussed on the list.

MOTION TO ADJOURN

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

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL THE STUDY MEETING ON TUESDAY MAY 9, 2023 WAS ADJOURNED AT 6:31 PM BY MAYOR LANG.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Study Meeting of the West Valley City Council held Tuesday, May 9, 2023.

_____

Nichole Camac, CMC
City Recorder

DRAFT

The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, May 16, 2023, 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.

A G E N D A

1. Call to Order

2. Roll Call

3. Opening Ceremony: Councilmember Nordfelt

4. Special Recognitions

5. Approval of Minutes:

   A. May 2, 2023

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

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

A. Public Comments

B. City Manager Comments

C. City Council Comments

7. Public Hearings:

A. Accept Public Input Regarding Application SA-1-2023, Filed by Chris Tomadakis, Requesting Final Plat Approval for the Tomadakis Subdivision- Amending Lot 1 Pheasant Park and Lots 214 Hunter Hills No. 2 Subdivisions

Action: Consider Ordinance 23-11: Approve the Amendment of Lot 1 Pheasant Park and Lot 214 Hunter Hills No. 2 Subdivisions

B. Accept Public Input Regarding Application SA-2-2023, Filed by Roman Frazier, Requesting Final Plat Approval for the Mountain View Business Plaza Subdivision- Amended and Extended Located at 3320 South 5600 West

Action: Consider Ordinance 23-12, Approve the Amendment of Lot 3 Mountain View Business Plaza Subdivision

C. Accept Public Input Regarding Application Z-1-2023, Filed by Samuel Wright, Requesting a Zone Change from 'A' (Agriculture, Minimum Lot Size 1/2 Acre) to 'M' (Manufacturing) for Property Located at 7103 West Gates Avenue

Action: Consider Ordinance 23-13: Amend the Zoning Map to Show a Change of Zone for Property Located at 7103 West Gates Avenue from 'A' (Agriculture, Minimum Lot Size 1/2 Acre) to 'M' (Manufacturing)

Action: Consider Resolution 23-66: Authorize the City to Enter into a Development Agreement with Samuel Wright for Approximately 1.19 Acres of Property Located at

Approximately 7091-7103 West Gates Avenue

8. Ordinances:

   A. 23-14: Amend Sections 16-1-101, 16-2-101, 16-4-101, 16-6-101, 16-11-101, 16-12-101, 16-13-101, 16-14-101, and 16-15-101 of the West Valley City Municipal Code to Adopt Certain International Building Codes

9. Resolutions:

   A. 23-67: Adopt a Capital Projects List

   B. 23-68: Approve an Agreement Between West Valley City and Larsen, Larsen, Nash & Larsen, Attorneys at Law, for Indigent Defense Services

   C. 23-69: Authorize the Purchase of HVAC Equipment and the Execution of a Professional Services Agreement From and With American Mechanical Systems Services, LLC

10. Consent Agenda:

    A. 23-70: Ratify the City Manager's Appointment of Initial Members of the Healthy West Valley Committee

11. Motion for Closed Session (if necessary)

12. Adjourn

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

Budget Opening Required: ☐

ISSUE:

A request to amend Section 7-7-119 of the zoning ordinance to add screening requirements for Outside Storage that occurs on property adjacent to a High-Image Arterial Street as listed in Section 7-10-102.

SYNOPSIS:

The proposed ordinance change would require outside storage that occurs on property adjacent to a High-Image Arterial Street as listed in Section 7-10-102 to be screened from public view by means of a building or a precast concrete wall having a minimum height of 6'. The proposed ordinance also specifies the wall pattern and color for consistency and clarifies that the Planning Commission can require up to an 8' tall wall when needed to effectively screen storage items over 6' in height.

In addition, the proposed ordinance includes a provision that allows the Planning Commission to waive screening requirements when topography changes or the distance of storage areas from rights-of-way would make screening ineffective. An example of this would be the storage yard at Ready Made Concrete on the northeast corner of Parkway Blvd. and 2700 W. As a car travels west along Parkway Blvd. over I-215, the road is elevated such that even an 8' tall wall would not effectively screen the outside storage. However, as the road slopes down toward the grade of the Ready Made Concrete site, a wall would effectively screen the outside storage.

Staff is proposing this change for the three reasons. First, screening methods like a chain-link fence with slats or landscaping are not as effective at screening as a precast concrete wall. Second, precast concrete walls are more durable and weather better than other fencing materials like metal panels, wood, or chain-link with slats. Third, the proposed wall pattern and color would, in staff's view, enhance the aesthetics of the wall and make the walls consistent with other City installed walls along roads like 2700 W.

RECOMMENDATION:

The Planning Commission recommends approval.

SUBMITTED BY:

Steve Pastorik, Community Development Director

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

Draft Date: 4/19/2023

Date Adopted: _____

Date Effective: _____

AN ORDINANCE AMENDING SECTION 7-7-119 OF THE WEST VALLEY CITY MUNICIPAL CODE TO AMEND CERTAIN REQUIREMENTS CONCERNING OUTSIDE STORAGE.

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

WHEREAS, the City desires to amend certain regulations concerning outside storage; 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 7-7-119 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. Enactment. Section 7-7-119 of the West Valley City Municipal Code is hereby amended as follows:

7-7-119. OUTSIDE STORAGE.

(1) Outside Storage is prohibited in all areas designated or required for Building setbacks, off Street parking, maneuvering, loading, or Landscaping.

(2) Landscaped areas that are not required by this Title or as a condition of approval may be used for Outside Storage if the Landscaping is replaced with an appropriate surface.

(3) All Outside Storage areas shall be screened from public view. The Planning Commission shall require such screening by means of fencing, Landscaping, Building placement, topography, berming, or other appropriate method.

(4) Outside Storage that occurs on property adjacent to a High-Image Arterial Street as listed in Section 7-10-102 shall be screened from public view by means of a building or a precast concrete wall having a minimum height of 6 feet. Where a precast concrete wall is used for screening along a High-Image Arterial Street, the wall pattern shall be Ashlar Slate, the base paint color shall be Balanced Beige (Sherwin Williams 7037), and the sponge color shall be Smokehouse (Sherwin Williams 7040). The Planning Commission may require the height of the precast concrete wall to be 8 feet to effectively screen the storage of items that exceed 6 feet in height.

(5) The Planning Commission may waive screening requirements when, due to changes in topography or the distance of Outside Storage areas from Rights-of-way, screening techniques would not be effective.

(46) All Outside Storage areas shall be surfaced appropriately. The Planning Commission shall evaluate the proper surfacing material during the Conditional Use process.

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 _____, 2023.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

ZT-2-2023 MINUTES
APRIL 12, 2023 PLANNING COMMISSION PUBLIC HEARING

ZT-2-2023
West Valley City
An ordinance change to Section 7-7-119 of the zoning ordinance to add screening requirements for outside storage that occurs on property adjacent to a High-Image Arterial Street as listed in Section 7-10-102

City staff is proposing an ordinance amendment to Sections 7-7-119 of the zoning ordinance to add screening requirements for outside storage that occurs on property adjacent to a High-Image Arterial Street as listed in Section 7-10-102. Currently the ordinance requires the screening of outside storage from public view by means of fencing, landscaping, building placement, topography, berming, or other appropriate method. The proposed ordinance change would require outside storage that occurs on property adjacent to a High-Image Arterial Street as listed in Section 7-10-102 to be screened from public view by means of a building or a precast concrete wall having a minimum height of 6'. The proposed ordinance also specifies the wall pattern and color for consistency and clarifies that the Planning Commission can require up to an 8' tall wall when needed to effectively screen storage items over 6' in height.

In addition, the proposed ordinance includes a provision that allows the Planning Commission to waive screening requirements when topography changes or the distance of storage areas from rights-of-way would make screening ineffective. An example of this would be the storage yard at Ready Made Concrete on the northeast corner of Parkway Blvd. and 2700 W. As a car travels west along Parkway Blvd. over I-215, the road is elevated such that even an 8' tall wall would not effectively screen the outside storage. However, as the road slopes down toward the grade of the Ready Made Concrete site, a wall would effectively screen the outside storage.

For reference, the list of High-Image Arterial Streets from Section 7-10-102 includes the following roads:

1. 3500-3300 South (SR 171) from 7200 West to 2700 West;
2. 5600 West (SR 172) from 3100 South to the City's south border;
3. 2700 South (Parkway Blvd and Lake Park Blvd);
4. 2100 South Freeway (SR 201), including the north and south Frontage roads;
5. Bangerter Highway (SR 154);
6. I-215 Freeway;
7. Mountain View Corridor (SR 85);
8. 4100-3900 South;
9. 4700 South;
10. 3100 South;
11. 3200 West;
12. 3600 West;
13. 2700 West;
14. 5400 South (SR 173); and

15. 6200 South.

Staff is proposing this change for the three reasons. First, screening methods like a chain-link fence with slats or landscaping are not as effective at screening as a precast concrete wall. Second, precast concrete walls are more durable and weather better than other fencing materials like metal panels, wood, or chain-link with slats. Third, the proposed wall pattern and color would, in staff's view, enhance the aesthetics of the wall and make the walls consistent with other City installed walls along roads like 2700 W.

Staff Alternatives:

1. Approval. The ordinance should be approved as proposed by staff.
2. Continuance.
3. Denial.

Discussion: Steve Pastorik presented the application.

Commissioner Wood asked if the existing properties must comply with this standard. Steve said if there was significant redevelopment, we could have them comply with the proposed standard. However, if they continue to operate as is, we cannot retroactively impose that they comply.

Trevor Sharp said he is attending today's meeting to address a different agenda item but would like to speak to this application. He stated that the City should not call out one material to be used for the proposed wall. Mr. Sharp stated that we could run out of our concrete supply or increase the price, making it unaffordable. He said that allowing other materials to be used would be beneficial. Mr. Sharp noted that there is a new product out there called Syntech, and it looks just like a concrete wall, and it comes the in similar colors you have talked about. He stated that it is not concrete and would not require paint.

Commissioner Wood said that Mr. Sharp made a good point. She asked Steve if permitting different material options should be considered. Steve said he is unfamiliar with the product Mr. Sharp mentioned, but those he is aware of are less durable than concrete.

Commissioner Lovato likes the proposed wall and feels it will be aesthetically pleasing.

Motion: Commissioner Lovato motioned to approve ZT-2-2023 as proposed by staff.

Commissioner Porter seconded the motion.

Vote:	Commissioner Porter	Yes
	Commissioner Lovato	Yes
	Commissioner Wood	Yes
	Commissioner Woodruff	Yes
	Commissioner McEwen	Yes
	Chair Fuller	No

Majority – ZT-2-2023 – Approved

ZT-2-2023

Petition by WEST VALLEY CITY requesting an amendment to Section 7-7-119 of the zoning ordinance to add screening requirements for Outside Storage that occurs on property adjacent to a High-Image Arterial Street as listed in Section 7-10-102. (Staff – Steve Pastorik at 801-963-3545 or steve.pastorik@wvc-ut.gov)



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

Budget Opening Required: ☐

ISSUE:
A request to amend Sections 7-1-103 and 7-6-301 of the zoning ordinance to remove the definition for Lingerie Store and to remove Lingerie Store from the Commercial and Manufacturing Use Table.

SYNOPSIS:
Scott Sabey, who represents HH-Salt Lake, LLC, has requested ordinance amendments to Sections 7-1-103 and 7-6-301 of the zoning ordinance to remove the definition for Lingerie Store and to remove Lingerie Store from the Commercial and Manufacturing Use Table. The reasons for the requested amendments are outlined in the attached document from the applicant.

Section 7-1-103 defines Lingerie Store as "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."

Section 7-6-301 allows Lingerie Stores in the MXD (Mixed Use), C-2 (General Commercial), C-3 (Transitional Commercial), and M (Manufacturing) zones. Lingerie Stores are prohibited in the BRP (Business/Research Park), CC (City Center), C-1 (Neighborhood Commercial), and LI (Light Industrial) zones as well as within the Decker Lake Station, Jordan River, Bangerter Highway, and 5600 West Overlay Zones. There are just under 9,000 acres of property within the City where Lingerie Stores are allowed. This represents 46% of property (excluding roads) in the City.

The term "Lingerie Store" was first introduced in the zoning ordinance with the adoption of Ordinance 15-03 in 2015. This ordinance expanded the list of prohibited uses within the CC zone. The term "Lingerie Store" was later defined in Section 7-1-103 and added to the Commercial and Manufacturing Use Table in Section 7-6-301 with the adoption of Ordinance 17-10 in 2017.

RECOMMENDATION:
The Planning Commission recommends approval.

SUBMITTED BY:
Steve Pastorik, Community Development Director

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

Draft Date: 5/2/2023
Date Adopted: _____
Date Effective: _____

AN ORDINANCE AMENDING SECTIONS 7-1-103 AND 7-6-301 OF THE WEST VALLEY CITY MUNICIPAL CODE TO AMEND CERTAIN REQUIREMENTS CONCERNING LINGERIE STORES.

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

WHEREAS, the City desires to amend certain regulations concerning lingerie stores; and

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

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

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

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

7-1-103. DEFINITIONS.

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

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

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

(2) "Accessory 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), nonanimal 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.

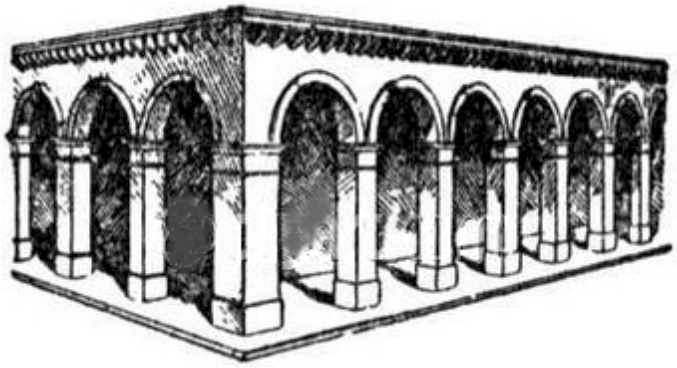
(15) "Animal" means any of a kingdom of living beings differing from plants in capacity for spontaneous movement and rapid motor response to stimulation.

(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 Facade 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 Facade.

(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, 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.

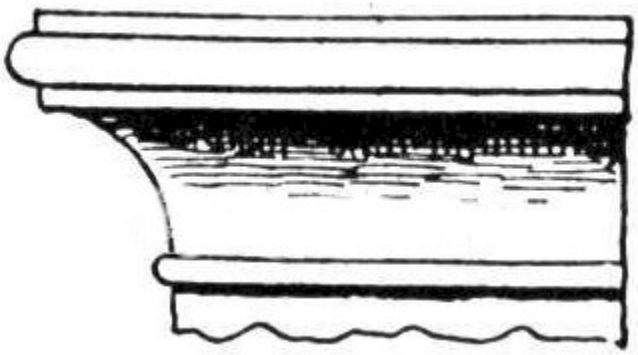
(75) "Condominium" or "Planned Unit Development" means the Ownership of a single unit in a multiunit project together with an undivided interest in the common areas and facilities of the property.

(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:



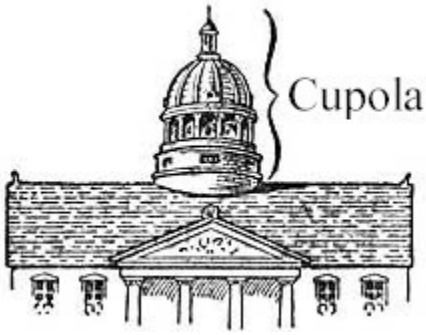
(80) "Courtyard" means an uncovered Recreation Space bounded on two or more sides by Buildings.

(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 developer for public use.

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

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

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

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

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

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

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

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

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

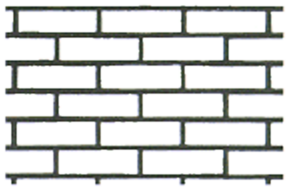
(96) "Exit" means the location of egress from a room, Building, or Lot.

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

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

(99) "Facade" 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, rehabilitation, 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, detoxification, 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~~152) "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~~153) "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~~154) "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~~155) "Lot, Interior" means a Lot other than a Corner Lot.

(~~157~~156) "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~~157) "Lot Split" means the division of property into two legal Lots.

(~~159~~158) "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~~159) "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~~160) "Mansard Roof" means a roof with a steep lower slope and a flatter upper slope on all sides.

(~~162~~161) "Manufacturer of Alcoholic Products" means the same as set forth in the Alcoholic Beverage Control Act.

(~~163~~162) "Manufacturing Zones" means the LI and M zones.

(~~164~~163) "Massage" and "Massage Therapy" mean the same as set forth in the Massage Therapy Practice Act or any amended or successor legislation.

(~~165~~164) "Massage Establishment" means any place where Massage or Massage Therapy is practiced for hire.

(~~166~~165) "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~~166) "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~~167) "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~~168) "Mobile Home Park" means any plot of ground upon which two or more Mobile Homes are located with or without compensation.

(~~170~~169) "Mobile Home Space" means a plot of ground within a Mobile Home Park which is designed for the accommodation of one Mobile Home.

(~~171~~170) "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~~171) "Mobile Home Subdivision" means a residential Subdivision designed to offer Lots under separate Ownership for the placement of Mobile Homes.

(~~173~~172) "Mortuary" means a facility in which dead bodies are prepared for burial or cremation or where funeral services are conducted.

(~~174~~173) "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~~174) "Movie Theater" means an establishment containing audience seating and at least one screen or facility to view movies.

(~~176~~175) "Moving Truck Rental Business" means an establishment where moving trucks or trailers are stored outside and rented to customers.

(~~177~~176) "Multiple Unit Dwelling" means a Building arranged or designed to provide for more than four Dwelling Units.

(~~178~~177) "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~~178) "Natural Drainage Course" means any natural watercourse which is open continuously for the flow of water in a definite direction or course.

(~~180~~179) "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~~180) "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~~181) "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~~182) "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~~183) "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~~184) "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~~185) "Office, Professional" means a Building used by attorneys, accountants, insurance or real estate agents, and other individuals offering professional services.

(~~187~~186) "Off-Premises Beer Retailer" means a licensed place of business wherein beer is sold in original containers to be consumed off the premises.

(~~188~~187) "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~~188) "Outside Display of Merchandise" means the outside display of goods in conjunction with an approved retail business.

(~~190~~189) "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~~190) "Overpressure" means a sudden increase in air pressure resulting from an explosion traveling at the speed of sound.

(~~192~~191) "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~~192) "Package Agency" is as defined in the Alcoholic Beverage Control Act.

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

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

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

(~~197~~196) "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~~197) "Parking Space" means a space within a Building, Lot, or parking lot for the parking or storage of one vehicle.

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

(~~200~~199) "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~~200) "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~~201) "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~~202) "Permitted Use" means a specific Use authorized in a particular zone which does not require Planning Commission review and approval.

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

(~~205~~204) "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~~205) "Planning Commission" means the West Valley City Planning Commission.

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

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

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

(~~210~~209) "Primary Facade" 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 Facade. For residential Buildings designed around a Courtyard or parking area, the side with the primary resident Entrance is the Primary Facade.

(~~211~~210) "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~~211) "Primary Use" means the principal Use for which a property is used.

(~~213~~212) "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~~213) "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~~214) "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~~215) "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~~216) "Public Works Department" means the West Valley City Public Works

Department.

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

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

(~~220~~219) "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~~220) "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~~221) "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~~222) "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~~223) "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~~224) "Recreational Facility Beer Retailer" means a business that is licensed to sell beer and permit consumption thereof at recreation facilities, that does not sell beer in original containers, and that sells beer only to the ultimate consumer.

(~~226~~225) "Regional Shopping Mall" means a Shopping Center located within 200 feet of Interstate 215 with a combined Building size over 500,000 square feet and a minimum site area of 50 acres.

(~~227~~226) "Religious Institution" means a Building used primarily for religious worship and activities.

(~~228~~227) "Rental Store" means a business that rents furniture, appliances, or electronics to customers.

(~~229~~228) "Residence" means a permanent domicile, dwelling place, or abode.

(~~230~~229) "Residential Zones" means the R-1-4, R-1-6, R-1-7, R-1-8, R-1-10, R-1-12, R-1-20, R-2-6.5, R-2-8, R-4, RB, RE, RM, RMH, RS, and SH zones.

(~~231~~230) "Restaurant" means any place of business where the predominant purpose is the preparation of food and drinks which are served and offered for sale or sold for human consumption on or off the premises.

(~~232~~231) "Restaurant Liquor Retailer" means a Restaurant that maintains a liquor license in accordance with the Alcoholic Beverage Control Act.

(~~233~~232) "Restaurant On-Premises Beer Retailer" means a licensed place of business in connection with a bona fide Restaurant where beer is sold for on-premises consumption and accounts for less than 30 percent of gross revenue.

(~~234~~233) "Retail Anchor" means the major store or stores within a Shopping Center.

(~~235~~234) "Right-of-way" means a public or private strip of land used or intended to be used

for a Street, Sidewalk, sanitary or storm sewer, drainage, park strip, or similar Use.

(~~236~~235) "Sanitary Landfill" means a site for solid waste disposal.

(~~237~~236) "School" means an institution satisfying the requirements of public education and having an academic curriculum similar to that offered in public schools, excluding Home Occupations represented as schools. For the purposes of regulations pertaining to sexually oriented businesses, "School" means an institution of learning or instruction primarily catering to minors, whether public or private, which is licensed by the State of Utah.

(~~238~~237) "Secondary Facade" means any side of a Building that is not a Primary Facade and is either visible from a public Right-of-way or has a customer Entrance.

(~~239~~238) "Secondhand Store" means any business which is engaged in the purchase, barter, exchange, or sale of any secondhand merchandise of value or which deals in secondhand goods, excluding businesses dealing in used motor vehicles and trailers and including businesses buying or selling more than five firearms per year.

(~~240~~239) "Self-Storage Facility" means a Building or group of Buildings containing separate, individual, and private storage spaces of varying sizes available for lease or rent.

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

(~~243~~242) "Single Unit Dwelling" means a Building arranged or designed to have one Dwelling Unit.

(~~244~~243) "Site Plan" means a drawing including all of the following:

a. Date;

b. North arrow and scale;

c. The legal description of the subject property;

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

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

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

g. Existing and proposed vehicle access, parking stalls, curb, gutter, 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~~244) "Small Brewer" means a Brew Restaurant which, in addition to retail sales and on-site consumption, markets beer wholesale in an amount not to exceed 60,000 barrels per year and derives less than 30 percent of gross revenues from beer sales, including but not limited to microbreweries.

(~~246~~245) "Soldier Course Brick Pattern" means a pattern of bricks in which all bricks are laid vertically as illustrated below:



(~~247~~246) "Sound Wall" means a solid concrete or masonry wall constructed adjacent to a Major Arterial Street or Freeway to create a noise and access barrier, excluding hollow core or foam core walls and including walls greater than six feet tall.

(~~248~~247) "Special District" means all entities established under Title 17B, Utah Code Annotated 1953, and any other governmental or quasi-governmental entity that is not a county, municipality, school district, or state agency.

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

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

(~~251~~250) "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~~251) "Street" means public Rights-of-way, including highways, avenues, boulevards, parkways, roads, lanes, walks, viaducts, subways, tunnels, bridges, public easements, and

other ways.

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

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

(~~255~~254) "Subdivider" means the Owner of real property proposed to be subdivided, including all successors and assigns.

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

(~~257~~256) "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~~257) "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~~258) "Survey Monument" means a mark affixed to a permanent object along a line of survey to furnish a survey control.

(~~260~~259) "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~~260) "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~~261) "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~~262) "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~~263) "Tavern" means the same as set forth in the Alcoholic Beverage Control Act.

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

(~~266~~265) "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~~266) "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~~267) "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~~268) "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~~269) "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~~270) "Transportation and Public Ways Ordinance" means the West Valley City Transportation and Public Ways Ordinance as presently adopted and amended in the future.

(~~272~~271) "Truck Transfer Company" means a facility serving as a transfer or storage point for a truck freight line, including associated offices, parking, and maintenance facilities.

(~~273~~272) "Turf Farm Equipment Manufacturing" means a Commercial business engaged in assembling, testing, storing, selling, or repairing equipment, parts, and machinery used exclusively for sod harvesting.

(~~274~~273) "Twin Home" means a Building arranged or designed to have only two Dwelling Units under separate ownership by two Owners which has a common wall along a common Lot line.

(~~275~~274) "Two Unit Dwelling" means a Building arranged or designed to have only two Dwelling Units under one ownership on one Lot, such as a duplex.

(~~276~~275) "Unchartered Financial Service Provider" means any business extending loans,

cash advances, short-term credit, rent-to-own services, or any similar financial services, excluding federal and state chartered banks, industrial banks, savings and loan institutions, New and Used Automobile Sales, and credit unions.

(~~277~~276) "Use" means any legal purpose for which a Building, Structure, or tract of land can be designed, arranged, intended, maintained, or occupied or any activity, occupation, business, or operation legally carried on in a Building or Structure or on a tract of land.

(~~278~~277) "Variance" means a device which grants a property Owner relief from certain provisions of the Zoning Ordinance upon the showing set forth in state law and by this Title.

(~~279~~278) "Vehicle Recycling Facility" means the outside storage of or Use of property for a storage yard for operable or inoperable automobiles or trucks, a Junk yard, a salvage yard, or a tow truck or wrecker service, including but not limited to the following:

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

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

(~~280~~279) "Vehicle Storage Yard" means a site where operable vehicles without occupants are stored for compensation for more than 24 hours, excluding New and Used Automobile Sales, Automobile Service, Towing and Impound Yards, and Vehicle Recycling Facilities.

(~~281~~280) "Veterinary Hospital" means a place where Animals are given medical care and the boarding of Animals is limited to short-term, indoor care incidental to the medical Use.

(~~282~~281) "Warehouse" means a Building used primarily for storage of goods and materials.

(~~283~~282) "Water and Sewer Improvement Districts" means the Granger-Hunter Improvement District, the Magna Improvement District, the Taylorsville-Bennion Improvement District, and any other water or sewer improvement district existing or hereafter organized which has jurisdiction over land in the City.

(~~284~~283) "Yard" means a space on a Lot unoccupied and unobstructed from the ground upward by Buildings, except as otherwise provided herein.

(~~285~~284) "Yard, Front" means a space on the same Lot with a Building between the front of the Building and the front Lot line and extending across the full width of the Lot. The depth or setback of a Front Yard is the minimum distance between the front Lot line and the closest point of the front of the Building. On Corner Lots, the Front Yard is the Yard which is faced by the primary Entrance to the Building.

(~~286~~285) "Yard, Rear" means a space on the same Lot with a Building opposite the Front Yard between the rear of the Building and the rear Lot line and extending across the full width of the Lot. The depth of the Rear Yard is the minimum distance between the rear Lot line and the closest point of the rear of the Building.

(~~287~~286) "Yard, Side" means a space on the same Lot with a Building between the side line of the Building and the side Lot line and extending from the Front Yard to the Rear Yard. The width of the Side Yard shall be the minimum distance between the side Lot line and the side line of the Building.

(~~288~~287) "Zoning" means the land use regulation imposed by the City, including but not limited to the division of the City into Zoning districts, the establishment of land use standards in each district, and the regulation of Buildings upon the land.

(~~289~~288) "Zoning Administrator" means the West Valley City Zoning Administrator as appointed by the City Manager or his or her designee.

(~~290~~289) "Zoning Ordinance" means the West Valley City Zoning Ordinance as presently adopted and amended in the future.

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

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

Uses – (Uses with an asterisk (*) include use-specific regulations.)	Zones – (Zones with an asterisk (*) include regulations that limit the use.)											
	BRP	MXD	CC	C-1	C-2	C-3	LI	M	DLSOZ	JROZ	BHOZ	56WOZ
Agricultural Business or Industry*	X	X	X	X	X	X	X	C	X	X	X	X
Agriculture	P	P	P	P	P	P	P	P				
Alternative Financial Service Provider*	X	X	X	X	P	P	X	P	X	X	X	X
Artist Studio	P	P*	P*	P	P	P	P	P				
Assisted Living Facility	X	P*	P*	P	P	P	X	X				
Automobile Parts Store	X	P*	X	P	P	P	X	P				X*
Automobile Sales, New	X	X	X	X	P	P	P	P	X	X		X*
Automobile Sales, Used	X	X	X	X	P	P	X	P	X	X	X	X*
Automobile Service*	X	X	X	X	PC	PC	P*	PC	X	X	X	X*
Bail Bonds Dealer	X	X	X	X	X	X	X	P	X	X	X	X
Blood Plasma Center	X	X	X	X	P	P	X	X	X	X	X	X
Brew Restaurant, Brew Restaurant and Liquor Retailer, Small Brewer*	P	X	P	X	P	P	X	P				
Bus Terminal*	X	X	X	X	X	PC	P	PC	X			
Cannabis Production	X	X	X	X	X	X	X	P	X	X	X	X

Uses – (Uses with an asterisk (*) include use-specific regulations.)	Zones – (Zones with an asterisk (*) include regulations that limit the use.)											
	BRP	MXD	CC	C-1	C-2	C-3	LI	M	DLSOZ	JROZ	BHOZ	56WOZ
Establishment*												
Caretaker's Dwelling	P	P	P	P	P	P	P	P				
Cargo Container*	P	X	X	X	P	P	P	P	X	X	X	X
Commercial Raising, Rental, Stabling, Training and Grazing of Animals*	X	X	X	X	X	X	X	PC	X			
Commissary	X	X	X	X	X	X	X	PC	X			
Community Use	P	P*	P	P	P	P	P	P	X			
Convenience Store	X	P*	X	PC	PC	PC	P*	PC	X	X	*	
Day Care/Preschool Center	P	P*	P*	P	P	P	P	P				
Detention Facility/Jail*	X	X	X	X	X	X	X	C	X		X	X
Equestrian School	X	X	X	X	X	X	X	PC	X			
Equity Club*, Fraternal Club*, Social Club*, or Other Establishment Requiring a Club License	X	X	X	X	C	C	X	PC				
Event Center, Indoor*	P	P*	X	X	PC	PC	P	PC				
Event Center, Outdoor*	X	X	X	X	X	X	C	C				

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

Uses – (Uses with an asterisk (*) include use-specific regulations.)	Zones – (Zones with an asterisk (*) include regulations that limit the use.)											
	BRP	MXD	CC	C-1	C-2	C-3	LI	M	DLSOZ	JROZ	BHOZ	56WOZ
Heavy Equipment Sales and Service	X	X	X	X	X	X	X	PC	X		X	X*
Heavy Truck and Trailer Sales, New	X	X	X	X	X	X	P	PC	X			X*
Heavy Truck and Trailer Sales, Used	X	X	X	X	X	X	X	PC	X		X	X*
Heavy Truck and Trailer Service	X	X	X	X	X	X	C*	PC	X		X	X*
Home Improvement Center*	X	P*	X	X	PC	PC	X	PC	X	X		
Home Occupation*	X	P	P	X	X	X	X	X				
Hospital	X	X	P*	X	PC	X	X	X				
Incinerator	X	X	X	X	X	X	X	X	X			
Industrial, Light	P*	X	X	X	X	C	P	PC				
Industrial, Heavy	X	X	X	X	X	X	X	C	X		X	X
Inland Port Use	X	X	X	X	X	X	PC	PC				
Instructional Facility	P	P*	X	P	P	PC	P	PC				
Kennel, Indoor*	P	P*	P*	PC	PC	PC	P	PC				
Kennel, Outdoor*	X	X	X	X	X	X	X	C	X			

Uses – (Uses with an asterisk (*) include use-specific regulations.)	Zones – (Zones with an asterisk (*) include regulations that limit the use.)											
	BRP	MXD	CC	C-1	C-2	C-3	LI	M	DLSOZ	JROZ	BHOZ	56WOZ
Laundromat	X	P	X	P	P	P	X	P				
~~Lingerie Store~~	~~X~~	~~P~~	~~X~~	~~X~~	~~P~~	~~P~~	~~X~~	~~P~~	~~X~~	~~X~~	~~X~~	~~X~~
Lodging Facility*	P	P*	P*	X	PC	PC	P	PC				
Manufacturer of Alcoholic Products	X	X	X	X	X	X	C	C	X			
Massage Establishment	X	X	X	X	P	P	X	P				
Medical Cannabis Pharmacy*	P	P	P	P	P	P	P	P				
Mortuary	X	P	X	P	P	P	X	P				
Movie Theater	X	P*	X	X	P	P	X	P				
Moving Truck Rental Business	X	X	X	X	C	C	X	PC	X			X*
Neighborhood Grocery	X	P*	X	P	P	P	X	P				
Neighborhood Service Establishment	X	P*	P*	P	P	P	X	P				
Noncommercial Raising, Training and Grazing of Animals	X	X	X	X	X	X	X	P	X			
Nursing Home/Convalescent	X	P*	P*	P	P	P	X	X				

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

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

Uses – (Uses with an asterisk (*) include use-specific regulations.)	Zones – (Zones with an asterisk (*) include regulations that limit the use.)											
	BRP	MXD	CC	C-1	C-2	C-3	LI	M	DLSOZ	JROZ	BHOZ	56WOZ
Dealer												
Secondhand Store	X	P*	X	P	P	P	X	P	*			
Self-Storage Facility*	X	X	X	X	X	X	X	PC	X	X	X	X
Sexually Oriented Business*	X	X	X	X	X	X	X	P	X	X	X	X
Shopping Center*	X	P*	P*	C	C	C	X	C				
State Store/Package Agency*	X	X	X	X	P	P	X	P				
Swap Meet, Indoor	X	X	X	X	X	X	X	X				
Swap Meet, Outdoor	X	X	X	X	X	X	X	X				
Tobacco Oriented Business*	X	X	X	X	X	X	X	P	X			
Tattoo Establishment	X	X	X	X	X	X	X	P	X	X	X	X
Tavern*	X	X	X	X	X	X	X	X				
Taxicab Business	X	X	X	X	P	P	P	P				
Temporary Nonresidential Building	P	P	P	P	P	P	P	P				
Temporary Land Use	P	P	X	P	P	P	P	P				

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

X: Use is prohibited in the zone.

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

C: Use is conditional.

C*: Use is conditional and includes zone-specific regulations.

P: Use is permitted.

P*: Use is permitted and includes zone-specific regulations.

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

conditional when adjacent to a residential Use, Residential Zone, or Agricultural Zone.

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

Section 3. Severability. If any provision of this Ordinance is declared to be invalid by a court of competent jurisdiction, the remainder shall not be affected thereby.

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

PASSED and APPROVED this _____ day of _____, 2023.

WEST VALLEY CITY

_____

MAYOR

ATTEST:

_____

CITY RECORDER

West Valley City's ("**WVC**") current municipal ordinances are memorialized within the "West Valley City Municipal Code" (hereinafter the "**WVC Code**" or the "**Code**"). As currently written, the WVC Code restricts the operation of businesses that meet the Code's definition of a "lingerie store" in a manner that violates the Fourteenth and First Amendments of the United States Constitution. This specific ordinance must be changed in a way that allows the Code to pass constitutional muster. The simplest and most certain manner of achieving such would be to delete the restrictions on where a lingerie store can operate from the WVC Code.

First, the Code's restrictions on the operation of "Lingerie Stores" violates the Fourteenth Amendment's equal protection clause, as these restrictions cannot pass the rational basis scrutiny thereunder. More specifically, there is no legitimate governmental purpose furthered by restrictions on the sale of lingerie, and there are no studies or findings of deleterious effects of selling lingerie that support such restrictions (at least of which I am aware or could find), and therefore there is no rational basis for such a restriction. The City already permits such activity, as evidenced within the Valley Fair Mall, where West Valley City has approved: *Ross Dress for Less; JCPenney; Old Navy*; and, *rue21*, all of whom sell large quantities of lingerie – as does every department store anchor tenant in every mall.

Second, there is no rational basis for restricting the percentage of lingerie being sold, based upon the additional sale of adult products. Again, there are no studies or findings (at least of which I am aware or could find), which would provide a legitimate basis or legal support for restricting commerce by restricting the percentage of lingerie being sold based upon the accompanying sale of adult products. Such a restriction not only is irrational, but also creates a content-based restriction, which is strictly prohibited.

Deleting the aforementioned restrictions on stores that sell lingerie would avoid the

constitutional issues related to these equal protection questions.

Related, but distinctly different, this ordinance is also unconstitutional in that it also violates the First Amendment. As the Supreme Court has noted, "[i]t is rare that a regulation restricting speech because of its content will ever be permissible." *United States v. Playboy Entm't Gr., Inc.*,529 U.S. 803, 8I8 (2000). "As a general matter, government has no power to restrict expression because of its message, its ideas, its subject matter, or its content." *Brown v. Entm't Merchs. Ass'n,* 465 U.S. 786, 790-97 (2011) (alterations omitted). As a result, "regulations enacted for the purpose of restraining speech on the basis of its content presumptively violate the First Amendment." *City of Renton v. Playtime Theatres, Inc.,* 475 U.S. 41, 47 (1986). Such regulations are subject to strict scrutiny, and therefore must be narrowly tailored to promote a compelling government interest in order to pass constitutional muster. *Sable Commc'ns of California, Inc. v. F.C.C.*, 492 U.S. 115, 126, 109 S. Ct. 2829, 2836, 106 L. Ed. 2d 93 (1989).

Certainly, the Court has granted municipalities some leeway in the context of zoning ordinances related to the regulation of businesses that engage in "adult speech" when the ordinance is "designed to combat the undesirable *secondary effects of such businesses*." In such instances, the ordinance can "be reviewed under the standards applicable to 'content-neutral' time, place, and manner regulations." *Renton,* 475 U.S. at 49. When a zoning ordinance is enacted to *target adult speech*, however, rather than the *negative secondary effects* purportedly associated with such speech, the regulation will be subjected to strict scrutiny review. It is well-settled that '"[r]egulations that focus on the direct impact of speech on its audience' are not properly analyzed under *Renton." Brown,* 521 U.S. at 868 (quoting *Boos v. Barry,* 485 U.S. 312,321 (1988)). Such is the case here, with regard to the regulation of lingerie.

Within the WVC Code, Chapter 17-5 is dedicated to the regulation of what the Code terms

"Sexually Oriented Businesses." The stated purpose of Code Chapter 17-5 is to:

> "establish reasonable and uniform regulations governing the time, place, and manner of operation of sexually oriented businesses and their employees in the City. This Chapter shall be construed to protect the governmental interests recognized by this Chapter in a manner consistent with constitutional protections provided by the United States and Utah Constitutions."

As written Code Chapter 17-5 is aimed at combatting the allegedly undesirable secondary effects of sexually oriented businesses.

Included within the businesses subject to the regulations of Chapter 17-5 are those that meet the definition of an "Adult Bookstore or Adult Video Stores…" Code Chapter 17-5-104 defines an "Adult bookstore or adult video store" as,

> "a commercial establishment:
> a. Which excludes minors from more than 15 percent of the retail floor or shelf space of the premises; or
> b. Which, as one of its principal purposes, offers for sale or rental for any form of consideration, any one or more of the following: books, magazines, periodicals, or other printed matter; or photographs, films, motion pictures, video cassettes, or video reproductions, slides, or other visual representations, the central theme of which depicts or describes 'sexually oriented acts' or 'specified anatomical areas'; or instruments, devices, or paraphernalia which are designated for use in connection with 'sexually oriented acts,' except for legitimate, medically recognized contraceptives."

Elsewhere in the WVC Municipal Code, Section 7-1-103 defines a "Lingerie Store" as,

> "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."

Chapter 7-1-103's definition of a "Lingerie Store" is wholly separate from Section 17-5, the code section dedicated to the regulation of "Sexually Oriented Businesses." Chapter 7-1-103 does not indicate that it was enacted for the purpose of protecting governmental interests in a manner consistent with the United States and Utah Constitutions. Furthermore, the Section contains no

findings about the negative secondary effects purportedly associated with the sale and offsite consumption of lingerie that it attempts to combat. The Code Chapter includes no findings regarding such negative secondary effects because none exist. Code Chapter 7-1-103 is not aimed at regulating the secondary effects purportedly associated with the sale of lingerie.

Despite the lack of findings or stated governmental interest served by so doing, Chapter 7-6-301 of the Code disallows the operation of a "Lingerie Store" in eight (8) of the twelve (12) commercial zoning districts established by the WVC Code, including the "Decker Lake Station Overlay Zone." The definition of a "Lingerie Store" in Chapter 7-1-103 combined with the prohibition on the operation of such stores in the Decker Lake Station Overlay Zone found in Chapter 7-6-301 is a content-based regulation that targets the speech in question, instead of the secondary effects purportedly associated with such speech and is therefore invalid and cannot withstand strict scrutiny. As such, the Code must be significantly changed. Or better yet, the reference to lingerie should simply be removed, so that it does not violates the constitutional right of equal protection or discriminate against the protected speech advanced by businesses that operate as lingerie stores.

ZT-3-2023 MINUTES
APRIL 12, 2023 PLANNING COMMISSION PUBLIC HEARING

ZT-3-2023
HH-Salt Lake, LLC
Amendments to Sections 7-1-103 and 7-6-301 of the zoning ordinance to remove the definition for Lingerie Store and to remove Lingerie Store from the Commercial and Manufacturing Use Table

Scott Sabey, who represents HH-Salt Lake, LLC, has requested ordinance amendments to Sections 7-1-103 and 7-6-301 of the zoning ordinance to remove the definition for Lingerie Store and to remove Lingerie Store from the Commercial and Manufacturing Use Table. The reasons for the requested amendments are outlined in the attached document from the applicant.

Section 7-1-103 defines Lingerie Store as "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."

Section 7-6-301 allows Lingerie Stores in the MXD (Mixed Use), C-2 (General Commercial), C-3 (Transitional Commercial), and M (Manufacturing) zones. Lingerie Stores are prohibited in the BRP (Business/Research Park), CC (City Center), C-1 (Neighborhood Commercial), and LI (Light Industrial) zones as well as within the Decker Lake Station, Jordan River, Bangerter Highway, and 5600 West Overlay Zones. There are just under 9,000 acres of property within the City where Lingerie Stores are allowed. This represents 46% of property (excluding roads) in the City.

The term "Lingerie Store" was first introduced in the zoning ordinance with the adoption of Ordinance 15-03 in 2015. This ordinance expanded the list of prohibited uses within the CC zone. The term "Lingerie Store" was later defined in Section 7-1-103 and added to the Commercial and Manufacturing Use Table in Section 7-6-301 with the adoption of Ordinance 17-10 in 2017.

The City has long used overlay zones to prohibit certain uses within areas where other uses are preferred. For example, within the Decker Lake Station Overlay Zone located east of I-215 and generally between 3100 S and 3500 S, the City has encouraged entertainment uses like the Maverik Center and Harmon Hall, restaurants, and hospitality uses.

In addition to Lingerie Stores, there are several other uses that are prohibited in all of the overlay zones mentioned above. These uses include: Agricultural Business and Industry, Alternative Financial Service Provider, Used Automobile Sales, Automobile Service, Bail Bonds Dealer,

Blood Plasma Center, Cannabis Production Establishment, Cargo Container, Self-Storage Facility, Sexually Oriented Business, and Tattoo Establishment.

Staff Alternatives:

1. Approval.

2. Continuance. This application should be continued for reasons determined during the public hearing.

3. Denial.

Discussion: Steve Pastorik presented the application. Scott Sabey, an attorney representing HH-Salt Lake, LLC, addressed the Commission. He explained that his client had been working with Steve and other West Valley City staff before he was asked to become evolved, and they had opened a store without lingerie. Mr. Sabey expressed that their concern is not with the zoning or the overlay. It is with the wording of sections 7-1-103 and 7-6-301 of the zoning ordinance. He stated that they feel it is unconstitutional and impractical. Mr. Sabey noted that during a discussion with Steve, he suggested we present this issue to the Planning Commission before taking further action.

Mr. Sabey noted that in our code, the word lingerie also implies adult novelties, adult toys, marital aids, lotions, and things of that nature. He stated that lingerie is clothing only and is sold in stores such as Victoria Secret, and his client would like to sell that type of clothing. Mr. Sabey stated that approximately one-quarter of the store is allotted for selling adult toys. He noted that a section of the code already addresses sexually oriented businesses, so lingerie should be struck from sections 7-1-103 and 7-6-301.

Commissioner Woodruff said after listening to Mr. Sabey, he needed to look at this application from a different perspective. He asked Steve if he could review his presentation again so he could listen to it from another point of view. Steve presented the application again. He noted that a sexually oriented business could have fifteen percent of the floor be for adult novelties and similar products. Commissioner Woodruff said he needs some time to think about this application.

Commissioner Lovato said we could better define the word lingerie, and he is okay with striking it.

Commissioner Wood said she was conflicted; when she searched for the business online, it stated Lingerie Store on their website. Commissioner Wood noted that it is strange to have a lingerie store in a location where they can’t sell lingerie. She

expressed concern that if this is approved, other businesses currently not allowed in the overlay zone also feel their business should be permitted.

Commissioner Fuller asked Steve what approving this proposal would mean. Steve explained that the term lingerie store would be removed from the ordinance, so it would no longer be defined. Also, the use would be removed from the Commercial and Manufacturing Table and would be considered retail.

Commissioner Woodruff feels that he needs more time to research this proposal.

Motion: Commissioner Woodruff motioned to continue ZT-3-2023. This application should be continued for reasons determined during the public hearing.

Commissioner Wood seconded the motion.

Vote:	Commissioner Porter	Yes
	Commissioner Lovato	Yes
	Commissioner Wood	Yes
	Commissioner Woodruff	Yes
	Commissioner McEwen	Yes
	Chair Fuller	Yes

Unanimously – ZT-3-2023 – Continued

ZT-3-2023 MINUTES
APRIL 26, 2023 PLANNING COMMISSION PUBLIC HEARING

ZT-3-2023
HH-Salt Lake, LLC
Amendments to Sections 7-1-103 and 7-6-301 of the zoning ordinance to Remove the definition for Lingerie Store and to remove Lingerie Store From the Commercial and Manufacturing Use Table

This application was continued by the Planning Commission during the meeting on April 12, 2023.

Scott Sabey, who represents HH-Salt Lake, LLC, has requested ordinance amendments to Sections 7-1-103 and 7-6-301 of the zoning ordinance to remove the definition for Lingerie Store and to remove Lingerie Store from the Commercial and Manufacturing Use Table. The reasons for the requested amendments are outlined in the attached document from the applicant.

Section 7-1-103 defines Lingerie Store as "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."

Section 7-6-301 allows Lingerie Stores in the MXD (Mixed Use), C-2 (General Commercial), C-3 (Transitional Commercial), and M (Manufacturing) zones. Lingerie Stores are prohibited in the BRP (Business/Research Park), CC (City Center), C-1 (Neighborhood Commercial), and LI (Light Industrial) zones as well as within the Decker Lake Station, Jordan River, Bangerter Highway, and 5600 West Overlay Zones. There are just under 9,000 acres of property within the City where Lingerie Stores are allowed. This represents 46% of property (excluding roads) in the City.

The term "Lingerie Store" was first introduced in the zoning ordinance with the adoption of Ordinance 15-03 in 2015. This ordinance expanded the list of prohibited uses within the CC zone. The term "Lingerie Store" was later defined in Section 7-1-103 and added to the Commercial and Manufacturing Use Table in Section 7-6-301 with the adoption of Ordinance 17-10 in 2017.

The City has long used overlay zones to prohibit certain uses within areas where other uses are preferred. For example, within the Decker Lake Station Overlay Zone located east of I-215 and generally between 3100 S and 3500 S, the City has encouraged entertainment uses like the Maverik Center and Harmon Hall, restaurants, and hospitality uses.

In addition to Lingerie Stores, there are several other uses that are prohibited in all of the overlay zones mentioned above. These uses include: Agricultural Business and Industry, Alternative Financial Service Provider, Used Automobile Sales, Automobile Service, Bail Bonds Dealer, Blood Plasma Center, Cannabis Production Establishment, Cargo Container, Self-Storage Facility, Sexually Oriented Business, and Tattoo Establishment.

Staff Alternatives:

1. Approval.

2. Continuance. This application should be continued for reasons determined during the public hearing.

3. Denial.

Discussion: Steve Pastorik presented the application. The Commission wanted to hear from Scott Sabey, who is the attorney representing the applicant.

Motion: Commissioner Woodruff motioned to open the hearing. Commissioner McEwen seconded the motion.

Vote:	Commissioner Winters	Yes
	Commissioner McEwen	Yes
	Vice Chair Lovato	Yes
	Commissioner Wood	Yes
	Commissioner Woodruff	Yes
	Commissioner Porter	Yes

Unanimously – Opening the Hearing – Approved

Discussion: Scott Sabey said he would like to clarify what he had discussed during last week's public hearing. He stated that a section in the code covers sexually oriented businesses, and they are meeting those requirements. Mr. Sabey noted that they are not suggesting anything be done to that section of the code. He explained that their focus is on the term and definition of lingerie and that HH Salt Lake, LLC is not permitted to sell that article of clothing. Mr. Sabey pointed out that nothing has stated there is a secondary deleterious effect regarding the sale of lingerie. Therefore, the restriction within the overlay zone is unconstitutional.

Commissioner Winters asked Mr. Sabey what percentage of the store's floor space is dedicated to lingerie and what percentage to adult novelties. Mr. Sabey explained that all adult materials are sold in a separate, closed-off room at the rear of the store. He said the main floor primarily consists of many different types of

clothing and is appropriate for all ages, and they would like to add another kind of clothing to their selection.

Commissioner Woodruff said he felt Mr. Sabey's presentation last week was interesting and compelling. Commissioner Woodruff said since that meeting, he had done some research to understand the goal of this application better and is having a hard time understanding why the City is treating lingerie differently than regular clothing. Commissioner Woodruff noted that if there were proof that lingerie had a negative impact on the community, it would make sense to separate the two. However, if that is not the case, he feels the restriction isn't necessary.

Motion: Commissioner Winters motioned to approve ZT-3-2023.

Commissioner McEwen seconded the motion.

Vote:

Commissioner Winters	Yes
Commissioner McEwen	Yes
Vice Chair Lovato	Yes
Commissioner Wood	No
Commissioner Woodruff	Yes
Commissioner Porter	Yes

Majority – ZT-3-2023 – Approved

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

Budget Opening Required: ☐

ISSUE:

Application: #GPZ-2-2023
Applicant: Nick Mingo
Location: 5998 W Parkway Blvd.
Size: 37.53 acres

SYNOPSIS:

A General Plan change from Large Lot Residential (2 to 3 units/acre) and Medium Density Residential (7 to 12 units/acre) to Light Manufacturing and a zone change from A-1 (Agriculture, minimum lot size 1 acre) and A (Agriculture, minimum lot size ½ acre) to M (Manufacturing).

BACKGROUND:

The intended development for this property is an industrial project with a total of 533,294 square feet of buildings of varying sizes as reflected in the concept plan submitted by the applicant. In the M zone, all uses on properties greater than 10 acres are reviewed as a conditional use. Hence, if this application is approved, the applicant would need to apply for a conditional use permit to pursue the proposed industrial development.

A General Plan/zone change application (GPZ-2-2013) was submitted on this property in 2013 by Nick Mingo acting as Ivory's agent. At the time, the property was 44.4 acres and included what is now Wallace Stegner Academy and Stegner Way. The request was to change the zoning from A-1 and A to R-1-10 (Single Unit Dwelling Residential, minimum lot size 10,000 square feet) and RM (Multiple Unit Dwelling Residential) and to change the General Plan from Low Density Residential (3 to 4 units/acre) and Rural Residential (1 to 2 units/acre) to Very High Density Residential (over 20 units/acre) and Low Density Residential. The proposal included a 94-lot single family home PUD and 230 apartments in 3 story building. Both the Planning Commission and the City Council voted to deny the application. One of the reasons stated for the denial was the nearby presence of Rocky Mountain Raceway which no longer exists.

RECOMMENDATION:

The Planning Commission recommends approval subject to a development agreement.

SUBMITTED BY:

Steve Pastorik, Community Development Director

WEST VALLEY CITY, UTAH

ORDINANCE NO._____

Draft Date: _____
Date Adopted: _____
Effective Date: _____

AN ORDINANCE AMENDING THE GENERAL PLAN TO SHOW A CHANGE OF LAND USE FROM LARGE LOT RESIDENTIAL (2 TO 3 UNITS/ACRE) AND MEDIUM DENSITY RESIDENTIAL (7 TO 12 UNITS/ACRE) TO LIGHT MANUFACTURING FOR PROPERTY LOCATED AT 5998 W PARKWAY BLVD. ON 37.53 ACRES.

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

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

WHEREAS, the City Council of West Valley City finds that such General Plan amendment should be made;

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

SECTION 1. GENERAL PLAN AMENDMENT.

The property described in Application #GPZ-2-2023, filed by Nick Mingo, and located at 5998 W Parkway Blvd. within West Valley City, is hereby amended by reclassifying the following described property from Large Lot Residential (2 to 3 units/acre) and Medium Density Residential (7 to 12 units/acre) to Light Manufacturing. Said property is more particularly described as follows:

Parcel #s 14-23-400-061 and 14-23-400-062

SECTION 2. GENERAL PLAN MAP AMENDMENT.

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

SECTION 3. EFFECTIVE DATE.

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

DATED this _____ day of _____, 2023.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WEST VALLEY CITY, UTAH

ORDINANCE NO. _____

Draft Date: _____
Date Adopted: _____
Effective Date: _____

AN ORDINANCE AMENDING THE ZONING MAP TO SHOW A CHANGE OF ZONE FOR PROPERTY LOCATED AT 5998 W PARKWAY BLVD. ON 37.53 ACRES FROM A-1 (AGRICULTURE, MINIMUM LOT SIZE 1 ACRE) AND A (AGRICULTURE, MINIMUM LOT SIZE ½ ACRE) TO M (MANUFACTURING)

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

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

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

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

SECTION 1. ZONING CHANGE.

The property described in Application #GPZ-2-2023, filed by Nick Mingo, and located at 5998 W Parkway Blvd. within West Valley City, is hereby classified from zone A-1 (Agriculture, minimum lot size 1 acre) and A (Agriculture, minimum lot size ½ acre) to M (Manufacturing), said property more particularly described as follows:

Parcel #s 14-23-400-061 and 14-23-400-062

SECTION 2. ZONING MAP AMENDMENT.

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

SECTION 3. EFFECTIVE DATE.

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

DATED this _____ day of _____, 2023.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

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

ISSUE:

A resolution authorizing the City to enter into a development agreement with Ivory Land Corporation.

SYNOPSIS:

This resolution authorizes a development agreement between the City and Ivory Land Corporation to establish standards for an industrial development at 5998 W Parkway Blvd.

BACKGROUND:

Nick Mingo, representing Ivory Land Corporation, has submitted a General Plan/zone change application (GPZ-2-2023) on 37.53 acres to change the General Plan from Large Lot Residential (2 to 3 units/acre) and Medium Density Residential (7 to 12 units/acre) to Light Manufacturing and a zone change from A-1 (Agriculture, minimum lot size 1 acre) and A (Agriculture, minimum lot size ½ acre) to M (Manufacturing). The Planning Commission recommended approval of the zone change subject to a development agreement.

There are two development agreement options for the Council's consideration. The proposed development agreement recommended by the Planning Commission (Option 1) requires the developer to design and install a cul-de-sac at the north end of Stegner Way. It also prohibits vehicular access to Stegner Way as the Commission was concerned with mixing industrial traffic with school traffic. The applicant is hoping to maintain access to Stegner Way until such time that 5900 W is extended to Parkway Blvd. Option 2 of the development agreement, which is preferred by the applicant, would allow access to Stegner Way until 5900 W is extended south to Parkway Blvd.

RECOMMENDATION:

The Planning Commission recommends approval to the City Council.

SUBMITTED BY:

Steve Pastorik, Community Development Director

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A DEVELOPMENT AGREEMENT WITH IVORY LAND CORPORATION FOR APPROXIMATELY 37.53 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 5998 WEST PARKWAY BLVD.

WHEREAS, Ivory Land Corporation (herein "Developer") owns real property within the limits of West Valley City, Utah, on which it proposes to build an industrial development (herein the "Project"); and

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

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

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

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

PASSED, APPROVED and MADE EFFECTIVE this _____day of_____, 2023.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (herein the "Agreement") is entered into this _____ day of _____, 20____, by and between Ivory Land Corporation, (herein "Developer") for the land to be included in or affected by the project located at approximately 5998 West Parkway Blvd. in West Valley City, Utah, and West Valley City, a municipal corporation and political subdivision of the State of Utah (herein the "City").

RECITALS

WHEREAS, Developer owns approximately 37.53 acres of real property located at 5998 West Parkway Blvd. in West Valley City, Utah, as described in Exhibit "A" (the "Property"), on which Developer proposes to establish minimum standards for an industrial development (the "Project"); and

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

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

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

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

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

2. **Reserved Legislative Powers**. Nothing in this Agreement shall limit the future exercise of police power by the City in enacting zoning, subdivision, development, transportation,

environmental, open space, and related land-use plans, policies, ordinances and regulations after the date of this Agreement, provided that the adoption and exercise of such power shall not restrict Developer's vested rights to develop the Project as provided herein. This Agreement is not intended to and does not bind the West Valley City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

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

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

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

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

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

8. **Integration. Modification, and Entire Agreement**. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the parties hereto. This Agreement supersedes any and all development agreements that have been executed concerning the Property. Exhibits "A" and "B" are hereby incorporated into this Agreement.

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

TO DEVELOPER:	Ivory Land Corporation 978 East Woodoak Lane Salt Lake City, UT 84117
TO CITY:	West Valley City Wayne Pyle, City Manager 3600 Constitution Blvd. West Valley City, Utah 84119
WITH A COPY TO:	West Valley City Attorney's Office Attn: Brandon Hill 3600 Constitution Blvd. West Valley City, Utah 84119

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

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

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

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

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

(signatures follow)

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

APPROVED AS TO FORM
WVC Attorney's Office

By: _____

Date: _____

DEVELOPER

_____

State of _____)
:ss
County of _____)

On this _____ day of _____, 2023, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the _____ of Ivory Land Corporation, a corporation, and said document was signed by him/her in behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

_____
No tary Pu b lic

EXHIBIT A

LEGAL DESCRIPTION

Parcel #: 14-23-400-061
BEG N 00°05'37" E 510.34 FT FR S 1/4 COR OF SEC 23, T1S, R2W, SLM; E 7.37 FT; N 212.8 FT; NW'LY ALG A 51 FT RADIUS CURVE TO L, 29.44 FT (CHD N 16°32'07" W); N 14°28'23" E 243.87 FT; S 78°03'11" E 15.09 FT; N 87°09'39" E 130.73 FT; N 394.64 FT; W'LY ALG A 4808.00 FT RADIUS CURVE TO THE L 204.7 FT M OR L (CHD S 84°56'50" W); S 0°05' W 41.19 FT M OR L; N 89°58'45" W 1323.25 FT M OR L; S 831.45 FT; E 1320.00 FT M OR L; N 0°05'37" E 7.47 FT M OR L TO BEG.

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EXHIBIT B

DEVELOPMENT STANDARDS

1. The Developer shall design and install a cul-de-sac at the north end of Stegner Way. The cul-de-sac shall meet the City's Engineering Standards and include curb, gutter, sidewalk, and streetlights.

2. Vehicular access to Stegner Way shall not be granted for the Project.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (herein the "Agreement") is entered into this _____ day of _____, 20____, by and between Ivory Land Corporation, (herein "Developer") for the land to be included in or affected by the project located at approximately 5998 West Parkway Blvd. in West Valley City, Utah, and West Valley City, a municipal corporation and political subdivision of the State of Utah (herein the "City").

RECITALS

WHEREAS, Developer owns approximately 37.53 acres of real property located at 5998 West Parkway Blvd. in West Valley City, Utah, as described in Exhibit "A" (the "Property"), on which Developer proposes to establish minimum standards for an industrial development (the "Project"); and

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

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

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

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

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

2. **Reserved Legislative Powers**. Nothing in this Agreement shall limit the future exercise of police power by the City in enacting zoning, subdivision, development, transportation,

environmental, open space, and related land-use plans, policies, ordinances and regulations after the date of this Agreement, provided that the adoption and exercise of such power shall not restrict Developer's vested rights to develop the Project as provided herein. This Agreement is not intended to and does not bind the West Valley City Council in the independent exercise of its legislative discretion with respect to such zoning regulations.

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

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

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

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

8. **Integration. Modification, and Entire Agreement**. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed and approved by the parties hereto. This Agreement supersedes any and all development agreements that have been executed concerning the Property. Exhibits "A" and "B" are hereby incorporated into this Agreement.

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

TO DEVELOPER:	Ivory Land Corporation 978 East Woodoak Lane Salt Lake City, UT 84117
TO CITY:	West Valley City Wayne Pyle, City Manager 3600 Constitution Blvd. West Valley City, Utah 84119
WITH A COPY TO:	West Valley City Attorney's Office Attn: Brandon Hill 3600 Constitution Blvd. West Valley City, Utah 84119

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

(signatures follow)

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

APPROVED AS TO FORM
WVC Attorney's Office

By: _____

Date: _____

DEVELOPER

_____

State of _____)
:ss
County of _____)

On this _____ day of _____, 2023, personally appeared before me _____, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the _____ of Ivory Land Corporation, a corporation, and said document was signed by him/her in behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Parcel #: 14-23-400-061
BEG N 00°05'37" E 510.34 FT FR S 1/4 COR OF SEC 23, T1S, R2W, SLM; E 7.37 FT; N 212.8 FT; NW'LY ALG A 51 FT RADIUS CURVE TO L, 29.44 FT (CHD N 16°32'07" W); N 14°28'23" E 243.87 FT; S 78°03'11" E 15.09 FT; N 87°09'39" E 130.73 FT; N 394.64 FT; W'LY ALG A 4808.00 FT RADIUS CURVE TO THE L 204.7 FT M OR L (CHD S 84°56'50" W); S 0°05' W 41.19 FT M OR L; N 89°58'45" W 1323.25 FT M OR L; S 831.45 FT; E 1320.00 FT M OR L; N 0°05'37" E 7.47 FT M OR L TO BEG.

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EXHIBIT B

DEVELOPMENT STANDARDS

1. The Developer shall design and install a cul-de-sac at the north end of Stegner Way. The cul-de-sac shall meet the City's Engineering Standards and include curb, gutter, sidewalk, and streetlights.

2. Upon completion of the extension of 5900 West between Beagley Road and Parkway Boulevard, vehicular access to Stegner Way shall not be granted for the Project.

GPZ-2-2023 MINUTES
APRIL 12, 2022 PLANNING COMMISSION PUBLIC HEARING

GPZ-2-2023
Nick Mingo
5998 W Parkway Blvd.
General Plan change from Large Lot Residential to Light Manufacturing and a zone change from A-1 and A to M
37.53 acres

Nick Mingo has submitted a General Plan/zone change application for a 37.53-acre parcel located at 5998 W Parkway Blvd. The property is currently zoned A-1 (Agriculture, minimum lot size 1 acre) south of the Riter Canal and A (Agriculture, minimum lot size ½ acre) north of the Riter Canal. The current General Plan designation is Large Lot Residential (2 to 3 units/acre) for the portion of the property that is west of Stegner Way with the balance being Medium Density Residential (7 to 12 units/acre). The proposed zone is M (Manufacturing) and the proposed General Plan designation is Light Manufacturing. The property is currently owned by Ivory Land Corporation.

Surrounding zones include M to the north, A to the east, and A-1 to the south and west. Surrounding land uses a new industrial project to the north that is partially developed; Rocky Mountain Power transmission lines and the Mountain View Corridor to the east; Wallace Stegner Academy charter school, a 2.7-acre single family home lot, and Magna Water well property to the south; and vacant property to the west. The subject property is currently vacant.

Development Proposal

The intended development for this property is an industrial project with a total of 533,294 square feet of buildings of varying sizes as reflected in the concept plan submitted by the applicant. In the M zone, all uses on properties greater than 10 acres are reviewed as a conditional use. Hence, if this application is approved, the applicant would need to apply for a conditional use permit to pursue the proposed industrial development.

Property History

A General Plan/zone change application (GPZ-2-2013) was submitted on this property in 2013 by Nick Mingo acting as Ivory's agent. At the time, the property was 44.4 acres and included what is now Wallace Stegner Academy and Stegner Way. The request was to change the zoning from A-1 and A to R-1-10 (Single Unit Dwelling Residential, minimum lot size 10,000 square feet) and RM (Multiple Unit Dwelling Residential) and to change the General Plan from Low Density Residential (3 to 4 units/acre) and Rural Residential (1 to 2 units/acre) to Very High Density Residential (over 20 units/acre) and Low Density Residential. The proposal included a 94-lot single family home PUD and 230 apartments in 3 story building. Both the Planning Commission and the City Council voted to deny the application. The meeting minutes for the Planning Commission and City Council meetings where this prior application was denied are

included with this report. One of the reasons stated for the denial was the nearby presence of Rocky Mountain Raceway which no longer exists.

When the City updated the General Plan in 2015 the General Plan designation on the subject property was changed to the current designation of Large Lot Residential and Medium Density Residential.

Issues to Consider

Since the adoption of the City's first General Plan in the 80's, the Riter Canal has been the dividing line between industrial uses to the north and residential uses to the south in the northwest part of the City. However, much has changed in the northwest part of the City since the 80's. The following list of current conditions may warrant consideration of M zoning on the subject property:

- The Northwest Economic Development Area (EDA), which was created in 2012, includes the subject property. The Northwest EDA covers approximately 1,000 acres in the northwest part of the City and makes available incentives for commercial development.
- As indicated on the City's Major Street Plan, the City plans to eventually extend 5900 West between Beagley Road and Parkway Blvd. on the Rocky Mountain Power property directly east of the subject parcel. This road extension will enable industrial traffic in the area north of Beagley Road to access Mountain View Corridor without using Parkway Blvd. In other words, the subject property would be next to two roads with significant industrial traffic – Beagley Road and 5900 West.
- The charter school and Magna Water property to the south could be seen as a buffer between the residential property on the south side of Parkway Blvd. and the potential industrial development on the subject property.
- The zoning needed to develop the property as Medium Density Residential, the current General Plan designation on the east part of the property, is RM. However, to be eligible for RM zoning, the current zoning ordinance requires a property of this size to have access and frontage on a street with a planned right-of-way of at least 100 feet as indicated on the Major Street Plan. Currently, the only streets the subject property has access and frontage on are Stegner Way and Beagley Road, which are not roads with a planned right-of-way width of at least 100 feet. This means that this property is not eligible for RM zoning.
- The City will be widening Parkway Blvd. to 5 lanes between Mountain View Corridor and 6400 West. This widening project is anticipated to begin construction in late summer of this year and to be completed in the fall of 2024.
- The property on the north side of Beagley Road has received conditional use approval for two large industrial buildings totaling over 600,000 square feet. The west building has already been completed.

Access

If the Commission believes M zoning is appropriate here, the primary access would be off of Beagley Road. A future driveway connection to 5900 West may be possible at such time this road is extended south and if the owner is able to secure permission to construct an access across Rocky Mountain Power's property. Access to Stegner Way is also possible; however, mixing industrial and school traffic could be problematic, particularly during drop off and pick up times for the school.

The applicant's concept shows a new cul-de-sac at the north end of Stegner Way with an access for the subject property onto the cul-de-sac. This cul-de-sac is in response to City ordinance that requires stub streets to be either extended through a property or terminated in a cul-de-sac. To prevent the mixing of industrial and school traffic, the Commission could recommend a development agreement where the property does not access Stegner Way.

Staff Alternatives:

1. Approval. This application should be approved.

2. Approval. This application should be approved subject to a development agreement that requires the installation of a cul-de-sac at the north end of Stegner Way and prohibits the subject property from accessing the cul-de-sac.

3. Continuance. This application should be continued for reasons determined during the public hearing.

4. Denial. Industrial uses should not be developed on the south side of the Riter Canal.

Discussion: Steve Pastorik presented the application. He noted that two options are listed in the staff report if the Commission approves this proposal. He explained that the second option would incorporate a development agreement addressing the concern of the subject property having access to Stegner Way.

Commissioner Wood stated that the General Plan designates the subject property as Large Lot Residential. She expressed concern about the Commission approving this proposal and then having the City Council deny it. Commissioner Wood is also concerned about rezoning this property to manufacturing and losing the possibility for future residential developments. She asked Steve if he had some idea of how the Council would vote on this proposal, where they have recently denied a zone change for an industrial proposal. Steve said he understands her concerns but is unsure what the Council's decision will be.

Nick Mingo, the applicant, said Steve did a great job presenting this application. He noted that he would like to finish the cul-de-sac at the end of Stegner Way for employees and everyday traffic. However, he doesn't want industrial traffic using the same street as the existing school. Mr. Mingo addressed Commissioner Wood

and explained that he has been trying to add a residential development on the subject property since 2011, and it doesn't seem to be a good fit.

Commissioner Woodruff stated that if this proposal is approved, the next logical thing would be parallel developments further west. He asked Steve if he thought the strip of property to the north of Parkway Blvd. would remain residential or if it would move to the south of Parkway Blvd.

Steve explained that this property is a bit unique compared to the property to the west. He said Magna Water owns the property to the south, so that it will stay that way indefinitely because of the public utility use there. He pointed out that if this proposal is approved, it could hinder residential development in the area. Steve said industrial and residential uses could eventually be next to each other.

Commissioner Woodruff said the canal still seems like a good place to divide the uses.

Commissioner Lovato said, at first, he agreed with Commissioner Wood, but after giving this proposal a second look, it makes sense. He likes the buffer the existing school and the property to the south create. Commissioner Lovato said he could also see where Commissioner Woodruff is coming from, so he is still determining how to vote.

Commissioner Wood noted that Mr. Mingo said he would like to finish the cul-de-sac to be used by employees. She asked Steve if the intention would be to close off the cul-de-sac or let traffic through.

Steve explained that the staff contemplated using the cul-de-sac as a barrier to traffic. He said it is possible to use the cul-de-sac, but the concern is mixing industrial traffic with the traffic for the school. Steve stated that staff was not sure how employee traffic could be allowed while preventing truck traffic.

Motion: Commissioner motioned to deny GPZ-2-2023. Industrial uses should not be developed on the south side of the Riter Canal.

Commissioner Wood seconded the motion.

Vote:

Commissioner Porter	Yes
Commissioner Lovato	No
Commissioner Wood	Yes
Commissioner Woodruff	Yes
Commissioner McEwen	No
Chair Fuller	No

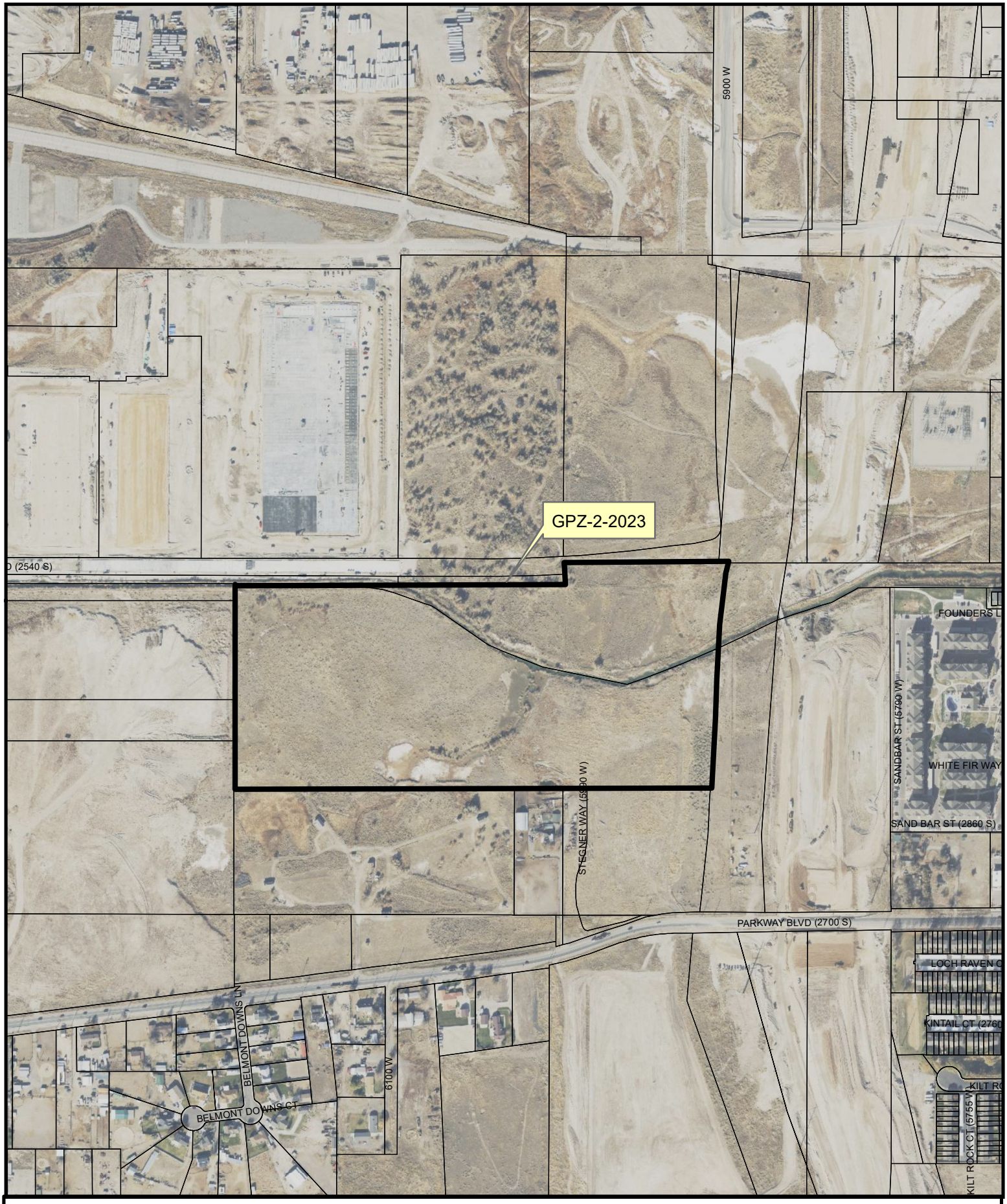
Second Motion: Commissioner Lovato motioned to approve GPZ-2-2023. This application should be approved subject to a development agreement that requires the installation of a cul-de-sac at the north end of Stegner Way and prohibits the subject property from accessing the cul-de-sac.

Commissioner McEwen seconded the motion.

Vote:

Commissioner Porter	Yes
Commissioner Lovato	Yes
Commissioner Wood	No
Commissioner Woodruff	No
Commissioner McEwen	Yes
Chair Fuller	Yes

Majority – GPZ-2-2023- Approved



0 250 500 Feet

GPZ-2-2023
Nick Mingo
5998 W Parkway Blvd.

N

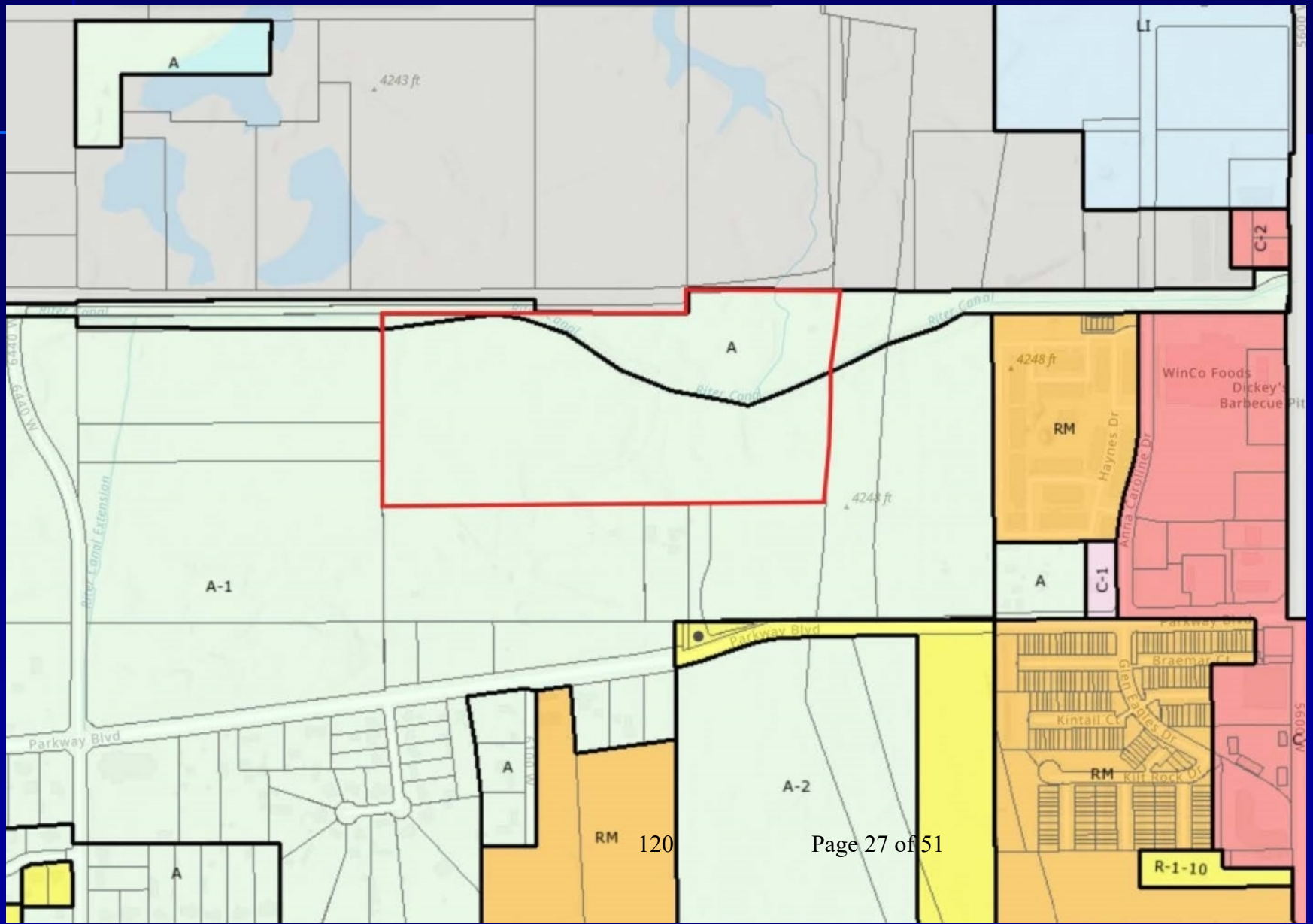
GPZ-2-2023

Petition by NICK MINGO requesting a General Plan change from Large Lot Residential (2 to 3 units/acre) and Medium Density Residential (7 to 12 units/acre) to Light Manufacturing and a zone change from A-1 (Agriculture, minimum lot size 1 acre) and A (Agriculture, minimum lot size ½ acre) to M (Manufacturing). The property is located at 5998 W Parkway Blvd. on 37.53 acres. (Staff – Steve Pastorik at 801-963-345 or steve.pastorik@wvc-ut.gov)



GPZ-2-2023

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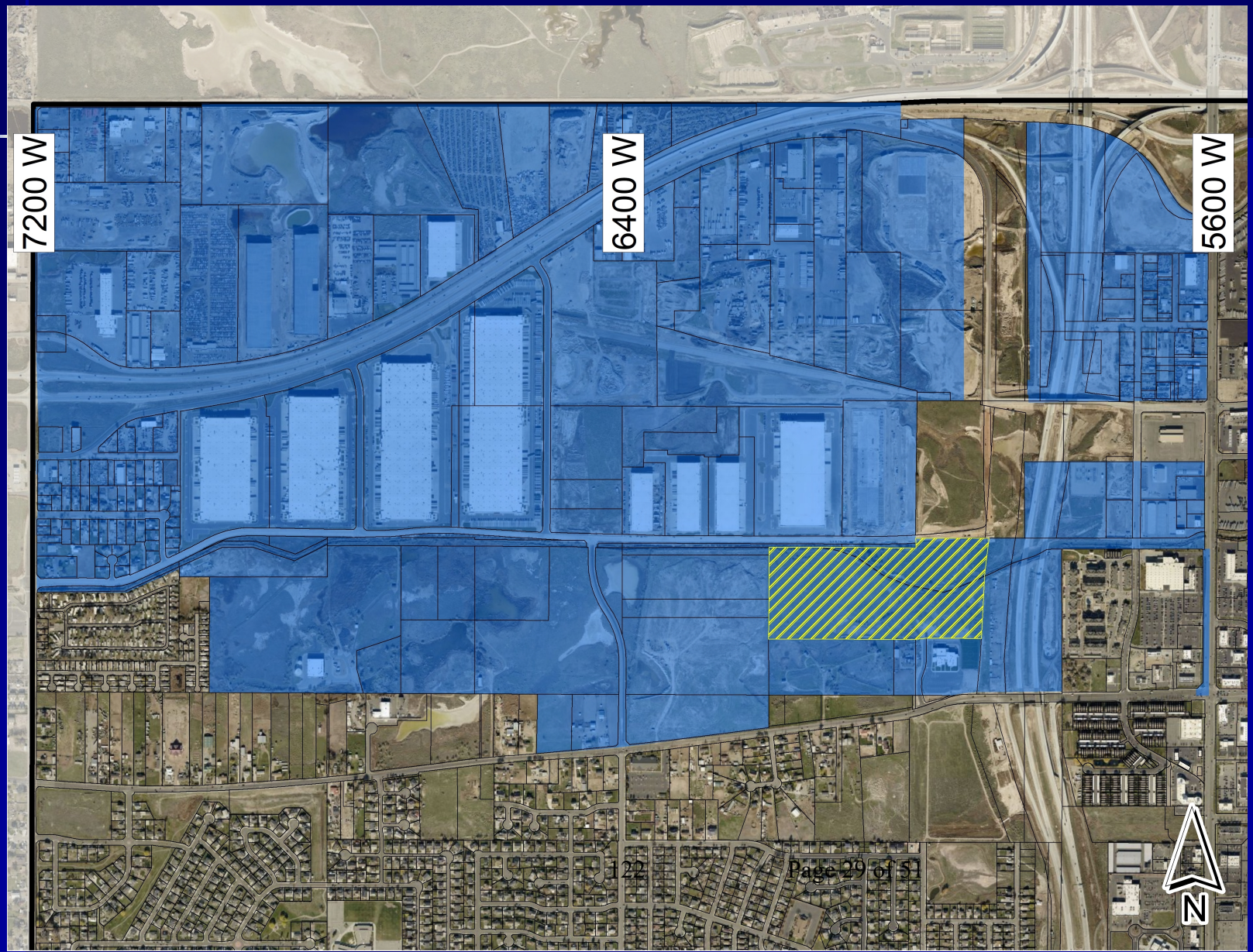
GPZ-2-2023

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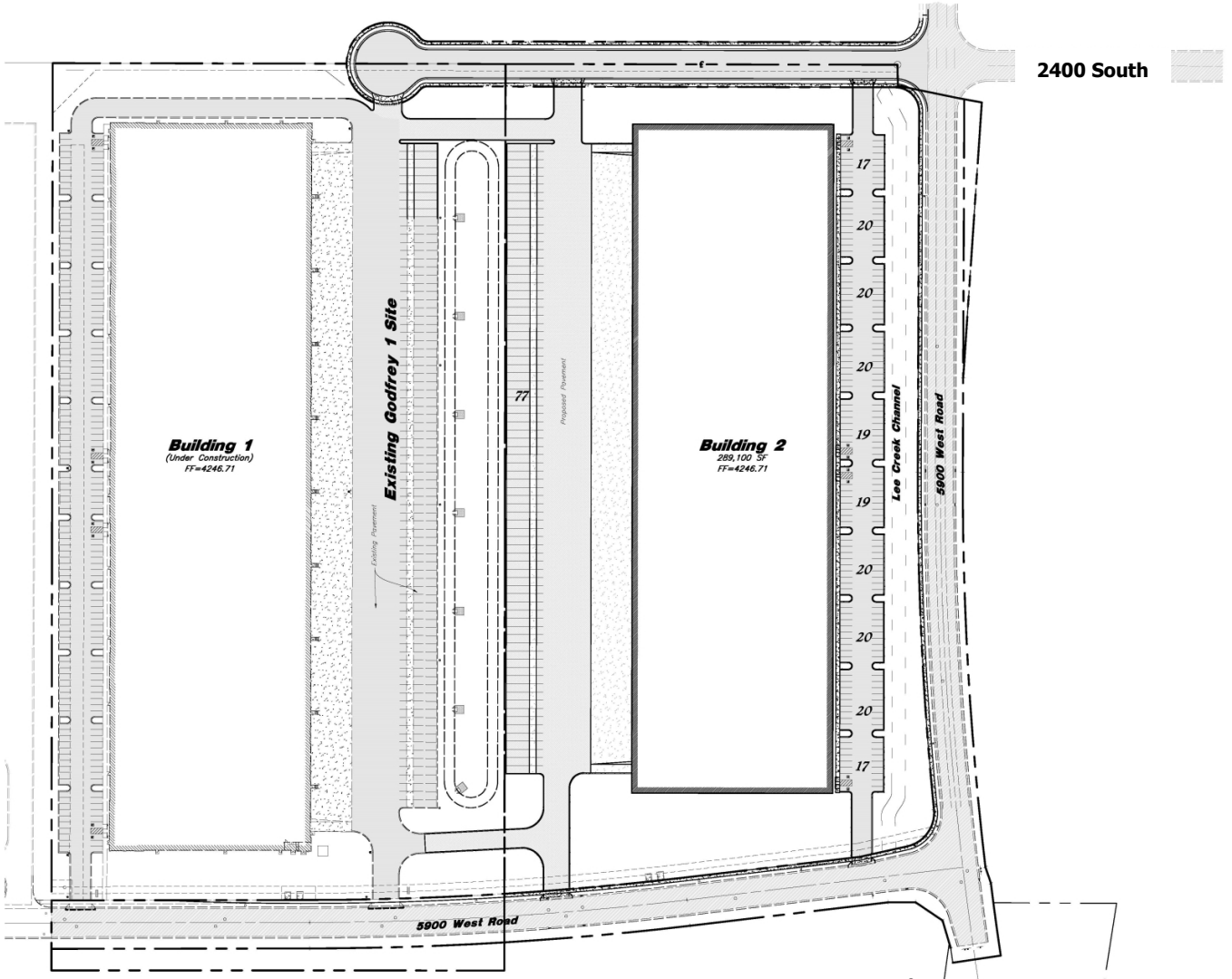
GPZ-2-2023

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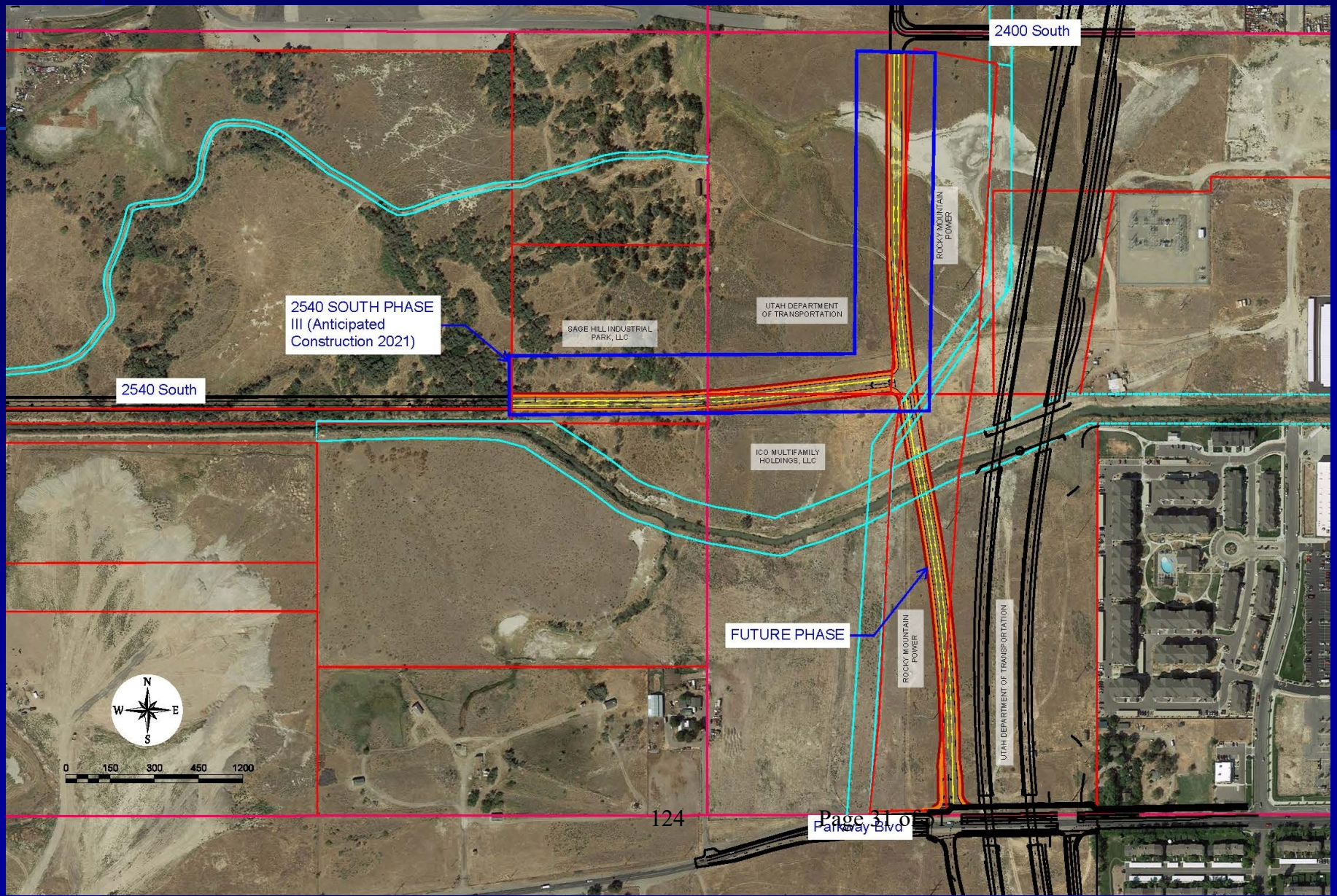
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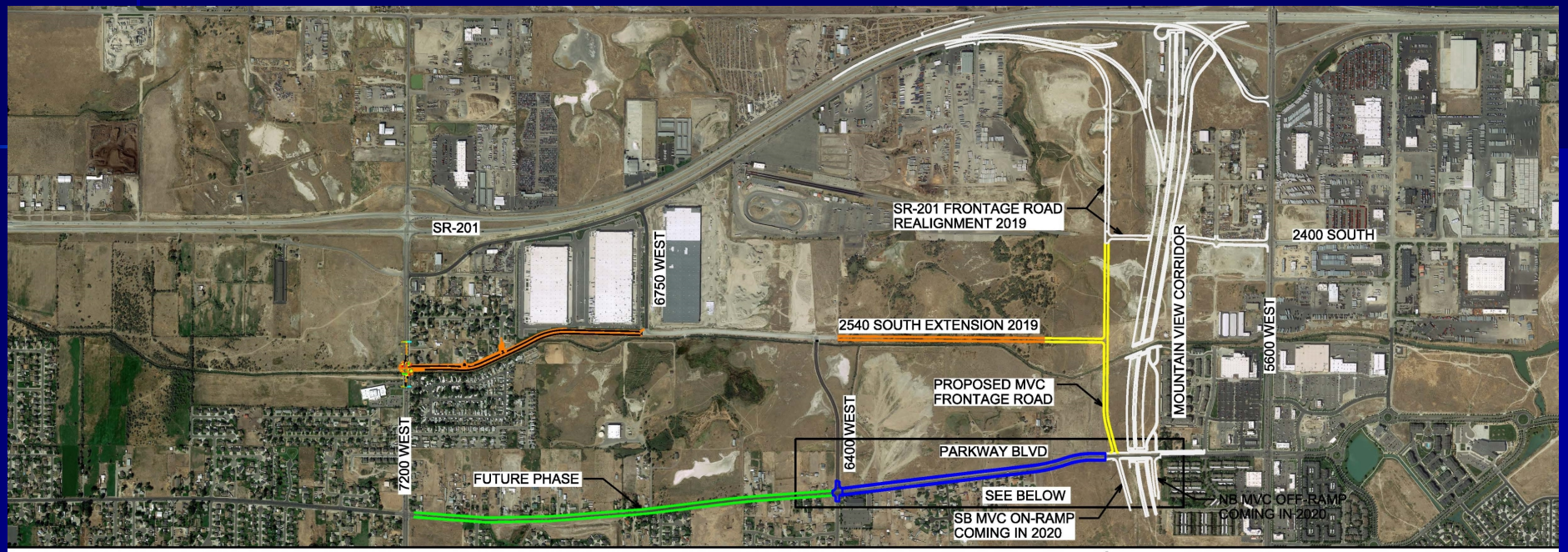
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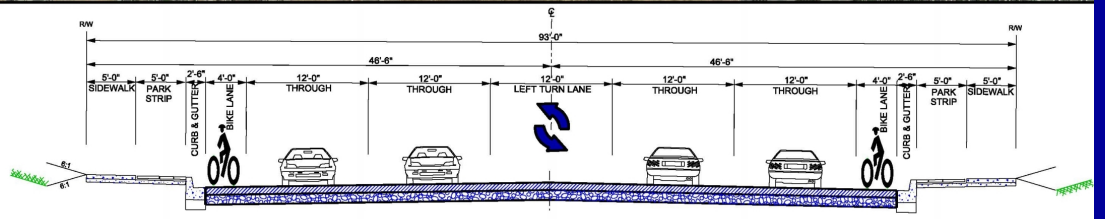
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PARKWAY BLVD RECONSTRUCTION AND WIDENING

MOUNTAIN VIEW CORRIDOR TO 6400 WEST
WEST VALLEY CITY





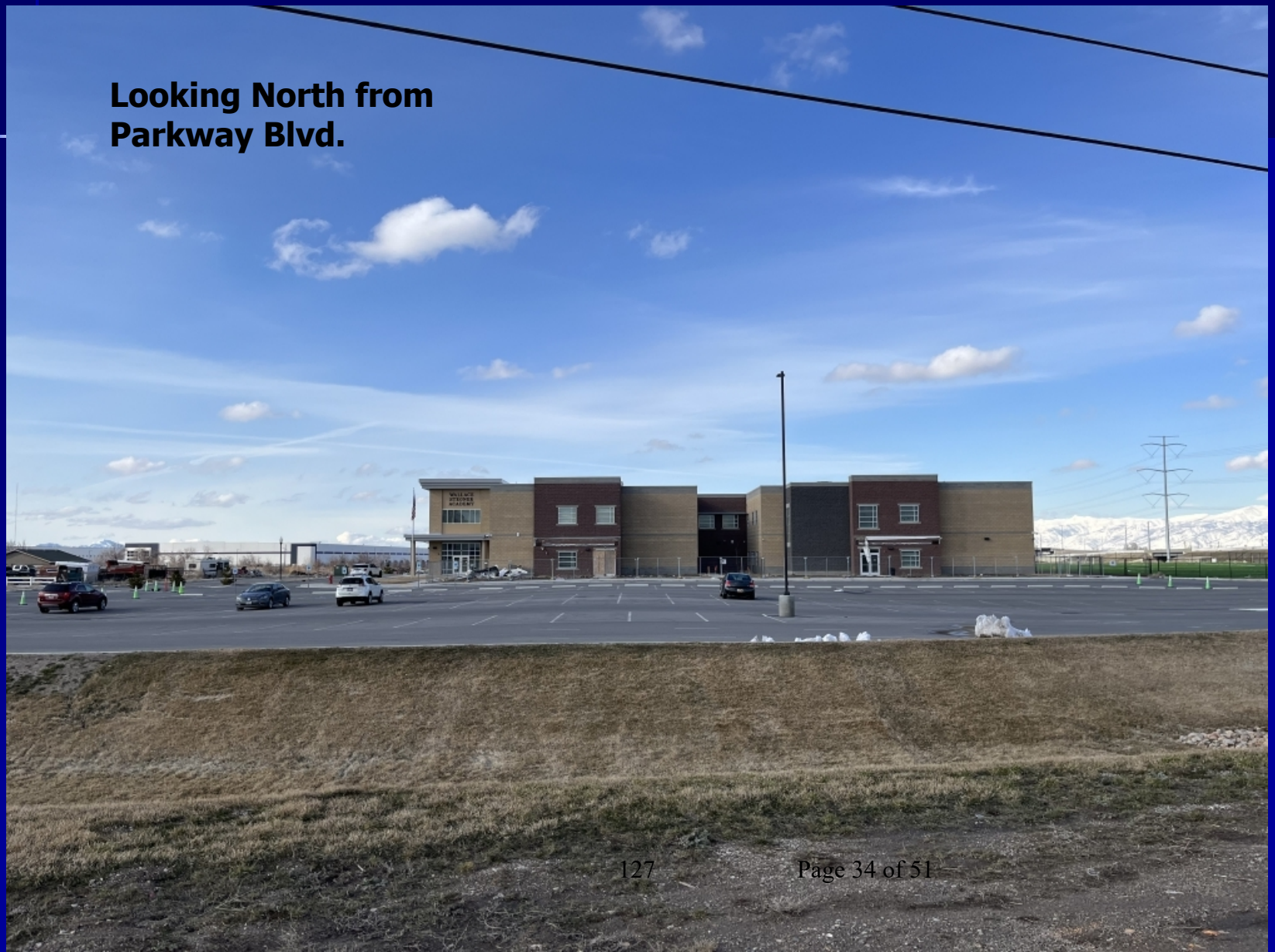
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Item #:	
Fiscal Impact:	
Funding Source:	
Account #:	
Budget Opening Required:	No

ISSUE:

A resolution granting consent to include West Valley City in the Salt Lake County Convention and Tourism Assessment Area.

SYNOPSIS:

This resolution grants consent to include West Valley City in the Salt Lake County Convention and Tourism Assessment Area.

BACKGROUND:

The Salt Lake County Convention and Tourism Assessment Area ("SLCo CTAA") is a benefit assessment district proposed to create a revenue source to provide specific benefits to payors by funding brand development and sales promotional efforts for assessed hotel businesses. An assessment is levied upon benefitted property, identified as lodging businesses as defined in the SLCo CTAA Management Plan. The proposed SLCo CTAA includes all lodging businesses, existing and in the future, located within the boundaries of the West Valley City, Taylorsville, West Jordan, Township of Kearns, Sandy, South Jordan, Riverton, Draper, and zip codes 84103, 84101 and 84111 in Salt Lake City.

Lodging business owners decided to pursue formation of the SLCo CTAA in order to create a revenue source devoted to marketing Salt Lake County as a tourist, meeting and event destination. If established, the SLCo CTAA would generate an estimated $7,500,000 in the initial year of operation for promotion of travel and tourism specific to Salt Lake.

The consent of the West Valley City Council is required to include West Valley City in the SLCo CTAA.

RECOMMENDATION:

Approve the resolution.

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION CONSENTING TO THE INCLUSION OF WEST VALLEY CITY WITHIN A SALT LAKE COUNTY CONVENTION AND TOURISM ASSESSMENT AREA.

WHEREAS, the Convention and Tourism Business Assessment Area Act (the "Act") allows Salt Lake County to create an assessment area for the purpose of promoting tourism, conventions, and related activities; and

WHEREAS, the Act requires the consent of the West Valley City Council in order to include West Valley City within said assessment area; and

WHEREAS, Salt Lake County has passed Resolution No. 6083 requesting the consent of the City Council; 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 consent to the inclusion of West Valley City within said assessment area.

NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City, Utah that the Salt Lake County Council is hereby granted consent to include West Valley City within a Convention and Tourism Assessment Area and that the City Recorder is hereby directed to transmit a certified copy of this Resolution to the Salt Lake County Council.

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____, 2023.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

Item #:	
Fiscal Impact:	$280,734.00
Funding Source:	Transportation Sales Tax
Account #:	45-9610-40750-75276-0300
Budget Opening Required:	No

ISSUE:

Rocky Mountain Power – Customer Requested Work Agreement – 3650 South Power Burial

SYNOPSIS:

Agreement with Rocky Mountain Power to bury overhead power lines on 3650 South between 3200 West and 2700 West.

BACKGROUND:

The city has asked Rocky Mountain Power to bury their overhead facilities on 3650 South between 3200 West and 2700 West. This work will be coordinated with the Lancer Way (3650 South) Reconstruction project that is currently in design. Per the Customer Requested Work Agreement, the city's roadway contractor will install all necessary conduits and vaults to accommodate the power burial. Upon completion of that work, Rocky Mountain Power will install new conductors and remove their existing facilities.

Design activities for the reconstruction project will continue through the fall/winter. It is anticipated that right-of-way acquisition will occur during the winter/early spring, and that construction will begin as early as summer 2025.

RECOMMENDATION:

Authorize the city to execute the Customer Requested Work Agreement with Rocky Mountain Power.

SUBMITTED BY:

Coby Wilson, City Engineer

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A CUSTOMER REQUESTED WORK AGREEMENT FOR THE BURIAL OF POWER LINES ON 3650 SOUTH.

WHEREAS, West Valley City desires to bury power lines on 3650 South (the "Project"); and

WHEREAS, Rocky Mountain Power is willing to perform the work for the Project, subject to the execution of an appropriate agreement; and

WHEREAS, an agreement has been prepared for execution by and between the City and Rocky Mountain Power, a copy of which is attached hereto and entitled "Customer Requested Work Agreement" (hereinafter, the "Agreement"), that set forth the rights, duties, and obligations of each of the parties with respect thereto; and

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

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

PASSED, APPROVED and MADE EFFECTIVE this _____ day of _____ _____, 2023.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

ROCKY MOUNTAIN POWER, a division of PACIFICORP
CUSTOMER REQUESTED WORK AGREEMENT

This Customer Requested Work Agreement (this "Agreement"), dated May 4, 2023 ("Agreement Date"), is between Rocky Mountain Power, an unincorporated division of PacifiCorp ("Company"), and **WEST VALLEY CITY**, ("Customer"), for work to be performed by Company for Customer at or near **3600 S. 2700 W. West Valley City** in **Salt Lake** County, State of Utah.

Work Requested and Customer Work Requirements:

Overhead to Underground Conversion

Rocky Mountain Power to convert double circuit line along Lancer Way from 2700 W. to 3200 W.

The Customer will provide, all necessary trenching and backfilling, and will furnish and install all distribution transformer pads, conduit and duct required by Company. Company may abandon in place any underground cables installed under this Agreement that are no longer useful to Company.

Customer also agrees to:

a) Establish final grade for routing of circuits, placement of transformer pads, vaults, junction boxes and other underground facilities as required by Company;

b) Install and maintain property lines and survey stakes;

c) Make no permanent surface improvements, except curb and gutters, before Company completes installation of its facilities; and,

d) Provide legal rights-of-way to Company, at no cost to Company, using Company's standard forms.

If any change in grade, or property lines, or any surface improvements require Company to change its facilities, or causes additional cost to Company, Customer agrees to reimburse Company for such change or cost.

Customer Payment(s):

Payment to Company: In consideration of the work to be performed by Company, Customer agrees to pay the estimated costs of the work in advance, with the understanding that there will be no other charges or refunds for the above specified work. The total advance for this work is $280,734.00. Customer has previously paid for design, permitting or other work in the amount of $0.00, with a **balance due of $280,734.00. Estimated cost is valid for 90 days from the Agreement Date.**

Requested Date of Service: ASAP

Any correspondence regarding this work shall be directed to the appropriate party as shown below:

West Valley City
Jeff Ray
3600 S. Constitution Blvd
West Valley City, UT 84119
Phone (801) 509-1918
Cellular ( )
Email jeff.ray@wvc-ut.gov

Rocky Mountain Power
Jordan Buckway, Estimator
1569 W. North Temple
Salt Lake City, UT 84116
Phone (801) 220-7287
Cellular ( )
Email jordan.buckway@pacificorp.com

This Agreement, upon execution by both Company and Customer, shall be a binding agreement for work performed by Company to accommodate Customer at the Customer's expense. The provisions of Appendix A, General Terms and Conditions, are an integral part of this Agreement.

WEST VALLEY CITY

By _____
Signature

Title _____

_____
Print name of Signing Officer

_____
Date

Approved as to form 5/10/2023
Brandon Hill

ROCKY MOUNTAIN POWER

By _____
Signature.

Title Manager

Brady Allen
Print name of Signing Manager/Officer

_____
Date

Appendix A
GENERAL TERMS AND CONDITIONS

LIABILITY AND INDEMNIFICATION

The Customer shall indemnify, defend and hold harmless the Company to this Agreement and the Company's officers, directors, agents, employees, successors and assigns from any and all claims, demands, suits, losses, costs, and damages of any nature whatsoever, including attorney's fees and other costs of litigation brought or made against or incurred by the Company and resulting from, arising out of, or in any way connected with any act, omission, fault or negligence of the Customer, its employees or any officer, director, or employee or agent of the same and related to the subject matter of this Agreement. The indemnity obligation shall include, but not be limited to, loss of or damage to property, bodily or personal injury to, or the death of any person. The Customer's obligation under this provision of the Agreement shall not extend to liability caused by the sole negligence of the Company.

WAIVER OF JURY TRIAL

To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

WORK COMPLETION

Company agrees to use commercially reasonable efforts towards work completion. Such completion is subject to timely Customer performance of any Customer required items including execution of this Agreement and associated payment. When there are emergencies or unanticipated events which cause power outages or threaten the Company's ability to provide electric service as it is legally required to provide as an electric utility company, then the Company personnel assigned to perform the work may be withdrawn from the work until such time as the unanticipated event or emergency is concluded. In the event that the Company personnel are removed from the work in response to such an event or emergency, then the time for completion of the work shall be extended by a period of time equal to that period from the time the personnel are removed from the work until they are available to continue the work plus 48 hours.

It is expressly agreed that the Company and those persons employed by the Company in connection with the work described herein are not employed by or employees of the Customer.

Company warrants that its work shall be consistent with prudent utility practices. COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND SIMILAR WARRANTIES. Company's liability for any action arising out of its activities relating to this Agreement shall be limited to repair or replacement of any non-operating or defective portion of the work. Under no circumstances shall Company be liable for economic losses, costs or damages, including but not limited to special, indirect, incidental, punitive, exemplary or consequential damages.

The Customer may, at reasonable times and by written agreement with the Company, request additional work within the general scope of the work as described in this Agreement or request the omission of or variation in the work, provided, however, that the Customer and Company agree to increase or decrease the amount the Customer is to pay the Company and such changes in scope are reasonably acceptable to the Company. Any such change to the scope of the work and the associated adjustment of costs shall be in writing and shall be submitted when obtained as an addendum to this Agreement after being signed by both parties.

GENERAL

PAYMENTS: All bills or amounts due hereunder shall be payable to Company as set forth herein or on the 25th day following the postmarked date of the invoice if not otherwise specified. In the event that all or a portion of Customer's bill is disputed by Customer, Customer shall pay the total bill and shall designate that portion disputed. If it is later determined that Customer is entitled to a refund of all or any portion of the disputed amount, Company shall refund that portion of the amount of which Customer is found to be entitled. All billing statements shall show the amount due for the work performed.

COLLECTION: Customer shall pay all costs of collection, including court costs and reasonable attorney's fees upon default of Customer, in addition to interest at a rate of 1.5 percent per month on any amounts not paid within thirty (30) day of invoice.

ASSIGNMENT: Customer shall not assign this Agreement to any successor without the written consent of Company, which consent shall not be unreasonably withheld. If properly assigned, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the party making the assignment.

Item #:	
Fiscal Impact:	$812.14 (6.77% of actual cost)
Funding Source:	STP Funds/Class C Roads
Account #:	45-9610-40750-75152-0500
Budget Opening Required:	No

ISSUE:

Approval of a resolution to approve and authorize execution of a Right-of-Entry and Occupancy Agreement.

SYNOPSIS:

The Alice Martin Trust has signed a Right-of-Entry and Occupancy Agreement for property located at 6002 W. Parkway Boulevard (14-23-399-001).

BACKGROUND:

The Alice Martin Trust parcel located at 6002 W. Parkway Boulevard is one of several parcels affected by the Parkway Boulevard Reconstruction Project (MVC to 6400 West). This project will reconstruct the pavement and construct curb, gutter, sidewalk and decorative street lighting on both sides of Parkway Boulevard. The appraised value for the purchase of the Warranty Deed, Temporary Construction Easement and improvements is $12,000.00 based upon the Appraisal Report prepared by Integra Realty Resources.

The project is being funded by Surface Transportation Program (STP) using federal funds. The city is responsible for 6.77% of all project costs, including right of way. Based upon the appraised value the West Valley City share of the acquisition at this point would be $812.40. The property owner has requested mediation through the office of the Utah Property Rights Ombudsman. The Right-of-Entry and Occupancy Agreement will allow construction to move forward while negotiations with the property owner continue. Funds in the amount of $12,000.00 in escrow pending the resolution and the final amount of compensation is determined. If further negotiations are unsuccessful, eminent domain action will be required.

RECOMMENDATION:

Approve Right-of-Entry and Occupancy Agreement and authorize the mayor to execute said Right-of-Entry and Occupancy Agreement on behalf of West Valley City. Authorize City Recorder to record Right-of-Entry and Occupancy Agreement for and in behalf of West Valley City.

SUBMITTED BY:

Steven J. Dale, P.L.S., Right-of-way and Survey Manager

WEST VALLEY CITY, UTAH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY TO ENTER INTO A RIGHT OF ENTRY AND OCCUPANCY AGREEMENT WITH AND FROM THE ALICE MARTIN TRUST FOR PROPERTY LOCATED AT 6002 WEST PARKWAY BOULEVARD.

WHEREAS, the Alice Martin Trust (herein "Owner") has entered into a Right of Entry and Occupancy Agreement for property located at 6002 West Parkway Boulevard that is affected by the Parkway Boulevard Reconstruction Project (herein "Project"); and

WHEREAS, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to enter into the Right of Entry and Occupancy Agreement with Owner.

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

1. That the above-referenced document entitled "Right of Entry and Occupancy Agreement" is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement, and any other documents necessary to complete the transaction, for and on behalf of West Valley City, subject to final approval of the documents by the City Manager and the City Attorney's Office.

2. The Mayor is hereby authorized to accept, and the City Recorder is authorized to record, the Agreement for and on behalf of West Valley City.

PASSED, APPROVED and **MADE EFFECTIVE** this _____ day of _____, 2023.

WEST VALLEY CITY

_____
MAYOR

ATTEST:

_____
CITY RECORDER

WHEN RECORDED, MAIL TO:
West Valley City Recorder
3600 S. Constitution Blvd.
West Valley City, UT 84119

West Valley City
Right of Entry and Occupancy Agreement

Project No: F-2233(1)1 Parcel No.(s): 124:C, 124:E

Pin No: 17806 Job/Proj No: 55529 Project Location: Parkway Blvd (2700 S); MVC to 6400 West
County of Property: SALT LAKE Tax ID / Sidwell No: 14-23-399-001
Property Address: 6002 West Parkway Blvd, WEST VALLEY CITY, UT 84128
Owner's Address: 4646 West 5215 South, KEARNS, UT 84118
Owner's Home Phone: (801)634-6422, Tom Martin Owner's Work Phone:
Owner / Grantor: Tom Martin, as Trustee of the Alice Martin Trust
Grantee: West Valley City

Acquiring Entity: West Valley City

For the subject property described in the attached Exhibit A.

This Right of Entry and Occupancy Agreement ("Agreement") is entered between Alice Martin, as Trustee of the Alice Martin Trust ("Property Owners") and West Valley City .

Property Owners hereby grant to West Valley City, its contractors, permitees, and assigns, including but not limited to, utilities and their contractors, the right to occupy and commence construction or other necessary activity on the property sought to be acquired/occupied with this Agreement, and to do whatever construction, relocation of utilities, and other work as may be required in furtherance of the state transportation project, located on the property described in attached Exhibit A. This Agreement is made in anticipation of a possible condemnation action by West Valley City and is intended to provide for the entry and occupancy of the property pending further negotiations or the filing and pursuit of condemnation proceedings and possible alternative informal proceedings as provided for in this Agreement. Property Owners understand that, by executing this Agreement, Property Owners have waived and abandoned all defenses to the acquisition of the property.

The sum of $12,000.00 (the "Deposit") will be paid into escrow, a non-interest bearing account, at a title company for the benefit of Property Owners as consideration for entering into this Agreement. West Valley City will be responsible for the expenses of the escrow account. This amount paid into escrow shall be deducted from a final settlement, award of arbitration, or other determination of just compensation in an eminent domain action should one be pursued to acquire the property that is determined to be necessary for the project. The amount paid will be for the purposes of this Agreement only, and will not be admissible as evidence in any subsequent process used to establish the value of the property or the amount of compensation that may be due to the Property Owners. Property taxes will be the responsibility of the Property Owners until transfer of the deed to West Valley City.

The parties to this Agreement understand that a title report may indicate that other third parties may have a claim to part of the proceeds being paid by West Valley City to the Property Owners under this Agreement. West Valley City will have the right to approve the release of the Deposit from Escrow to Property Owners and to require a conveyance of the subject property from the Property Owners to West Valley City prior to the release. It is not the intent of the Agreement to properly assess potential third-party claims. In the event it is later determined that part of the Deposit should properly be paid to other third parties, then West Valley City will have the right to require that the third parties participate in the release of the Deposit or the Deposit will be applied to any remaining liens. In the event that West Valley City desires to obtain title insurance in connection with the release of the deposit, West Valley City will pay the premiums for the title coverage.

This Agreement is granted without prejudice to the rights of the Property Owners, pending any settlement, to contest the amount of compensation to be paid the Property Owners for the property described in Exhibit A. If

a satisfactory settlement can not be agreed upon, West Valley City will, upon notice from the Property Owners that the amount of compensation offered and/or other proposed settlement terms are not acceptable, or at its own election, proceed to commence and diligently prosecute a condemnation proceeding in the appropriate court for a judicial determination of such compensation. If requested to do so by the Property Owners, West Valley City will, prior to commencing a condemnation proceeding, enter into a mediation or arbitration procedure provided for in the Utah Code Annotated 78B-6-522 and 13-43-204 through the Office of the Property Rights Ombudsman.

If the Property Owner uses the property for a residence, business, or farming operation and is required to move as a result of West Valley City's acquisition of the property, the Property Owners may be entitled to relocation assistance and/or payments as a displaced person. The relocation assistance and payment are available as a matter of right and subject to federal and state law if the Property Owners are displaced by the acquisition of this property and are not conditional upon the Property Owners signing this Right of Entry and Occupancy Agreement.

The effective date of the Right Of Entry and Occupancy Agreement shall be the date this Agreement is executed by the Property Owners, as shown below, and that date shall be the date of value for fair market valuation purposes in the context of settlement negotiations, arbitration, or an eminent domain proceeding, should one be necessary, unless the Property Owners have been previously served with a summons in regard to this property acquisition or the parties have otherwise agreed in writing to a different date for purposes of valuation. It is understood that, according to state law, any additional compensation that is ordered to be paid to the Property Owners for the acquisition of the property will include interest at an annual rate of 8% on any additional compensation that is determined to be payable to the Property Owners over and above that paid with this Agreement, calculated from the date of entry upon the property.

Exhibits:

[Signatures and Acknowledgments to Follow Immediately]

Project No: F-2233(1)1 Parcel No.(s): 124:C, 124:E

Pin No: 17806 Job/Proj No: 55529 Project Location: Parkway Blvd (2700 S); MVC to 6400 West
County of Property: SALT LAKE Tax ID / Sidwell No: 14-23-399-001
Property Address: 6002 West Parkway Blvd. WEST VALLEY CITY, UT 84128
Owner's Address: 4646 West 5215 South, KEARNS, UT 84118
Owner's Home Phone: (801)634-6422 Owner's Work Phone:
Owner / Grantor: Tom Martin, as Trustee of the Alice Martin Trust
Grantee: West Valley City

SIGNATURE PAGE
TO
WEST VALLEY CITY
RIGHT OF ENTRY AND OCCUPANCY AGREEMENT

DATED this 4TH day of MAY, 2023.

Signature: _____

Tom Martin, Trustee

STATE OF UTAH)
:ss
County of Salt Lake)

On this 4TH day of MAY, 2023, personally appeared before me TOM MARTIN, TRUSTEE the signer of the Agreement set forth above, who duly acknowledged to me that he executed the same in the capacity indicated.

STEVEN J DALE
Notary Public State of Utah
My Commission Expires on:
February 08, 2027
Comm. Number: 729308

_____
NOTARY PUBLIC

DATED this _____ day of _____, 2023.

_____
Mayor Karen Lang, West Valley City

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

On this ___ day of _____, 2023, before me, the undersigned Notary Public in and for said State, personally appeared Karen Lang, known or identified to me to be the Mayor, the signer of this agreement for and in behalf of West Valley City, a municipal corporation of the State of Utah who duly acknowledged to me that said West Valley City executed the same.

_____
Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

WITH A COPY TO:
West Valley City
3600 South Constitution Blvd.
West Valley City, Utah 84119

Warranty Deed

(TRUSTEE)
Salt Lake County

Tax ID. No. 14-23-399-001
PIN No. 17806
Project No. F-2233(1)1
Parcel No. 2233:124:C

Alice Martin, as Trustee of the Alice Martin Trust Grantor, of Kearns, County of Salt Lake, State of Utah, hereby CONVEYS AND WARRANTS to WEST VALLEY CITY, Grantee, at 3600 South Constitution Blvd. West Valley, Utah, for the sum of TEN ($10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Salt Lake County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property situate in the NE1/4 NW1/4 of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, incident to the construction of Parkway Blvd (2700 S); MVC to 6400 West, known as Project No. F-2233(1)1. The boundaries of said parcel of land are described as follows:

Beginning at the southeast corner of said entire tract, being in the existing northerly right of way line of Parkway Blvd., which point is 125.17 feet S.00°04'54"E. along the quarter section line from the North Quarter corner of said Section 26; and running thence S.69°49'12"W. 25.56 feet to the westerly boundary line of said entire tract; thence N.00°04'54"W. 34.74 feet along said westerly boundary line to a point of curvature of a non-tangent curve to the left with a radius of 1953.50 feet at a point 46.50 feet radially distant northerly from the right of way control line of said Parkway Blvd, opposite approximate Engineers Station 39+78.69; thence easterly along said curve with an arc length of 24.83 feet, chord bears N.75°10'33"E. 24.82 feet to said easterly boundary line at a point 46.50 feet radially distant northerly from the right of way control line of said Parkway Blvd, opposite approximate Engineers Station 40+04.11; thence S.00°04'54"E. 32.27 feet along said easterly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

Continued on Page 2

PIN No. 17806
Project No. F-2233(1)1
Parcel No. 2233:124:C

The above described parcel of land contains 804 square feet in area or 0.019 acre.

(Note: Rotate above bearings 00°14'59" clockwise to equal Highway bearings).

STATE OF)
) ss.
COUNTY OF)

_____
Alice Martin, Trustee

On this _____ day of _____, in the year 20___, before me personally appeared _____,who by me being duly sworn/affirmed, that he/she is the_____, and that said document was signed by him/her on behalf of Alice Martin, as Trustee of the Alice Martin Trust, who acknowledged to me that they signed the within and foregoing instrument in accordance with the authority as Trustees given under the instrument creating said Trust.

_____
Notary Public

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Temporary Easement

(TRUSTEE)
Salt Lake County

Tax ID No. 14-23-399-001
PIN No. 17806
Project No. F-2233(1)1
Parcel No. 2233:124:E

Alice Martin, as Trustee of the Alice Martin Trust, Grantor, of Kearns, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114, for the sum of TEN ($10.00) Dollars, and other good and valuable considerations, the following described easement in Salt Lake County, State of Utah, to-wit:

A temporary easement upon part of an entire tract of property situate in the NE1/4 NW1/4 of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah incident to the widening of Parkway Blvd (2700 S); MVC to 6400 West, known as Project No. F-2233(1)1. The easement shall commence upon the beginning of actual construction on the property and shall continue only until project construction on the property is complete, or for three (3) years, whichever first occurs. The easement shall be non-exclusive such that the Grantor may use the property at any time in a manner which does not interfere with construction activities. The boundaries of said part of an entire tract are described as follows:

Beginning at the intersection of the easterly boundary line of said entire tract and the northerly highway right of way line of said Parkway Blvd., which point is 92.90 feet S.00°04'54"E. from the North Quarter corner of said Section 26 (basis of bearing N.89°54'40"W. between the North Quarter corner and the Northwest corner of said Section 26); and running thence along said northerly highway right of way line westerly, 24.83 feet along the arc of a curve to the right with a radius of 1953.50, chord bears S.75°10'33"W. 24.82 feet to the westerly boundary line of said entire tract; thence N.00°04'54"W. 26.85 feet along said westerly boundary line to a point 72.50 feet radially distant northerly from the right of way control line of said Parkway Blvd, opposite approximate Engineers

Continued on Page 2

PIN No. 17806
Project No. F-2233(1)1
Parcel No. 2233:124:E

Station 39+85.61, at a point of curvature of a curve to the left with a radius of 1927.50 feet; thence easterly along said curve with an arc length of 24.84 feet concentric with said right of way control line, chord bears N.74°58'23"E. 24.84 feet to the easterly boundary line of said entire tract at a point 72.50 feet radially distant northerly from the right of way control line of said Parkway Blvd, opposite approximate Engineers Station 40+11.41; thence S.00°04'54"E. 26.94 feet along said easterly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described easement contains 646 square feet in area or 0.015 acre.

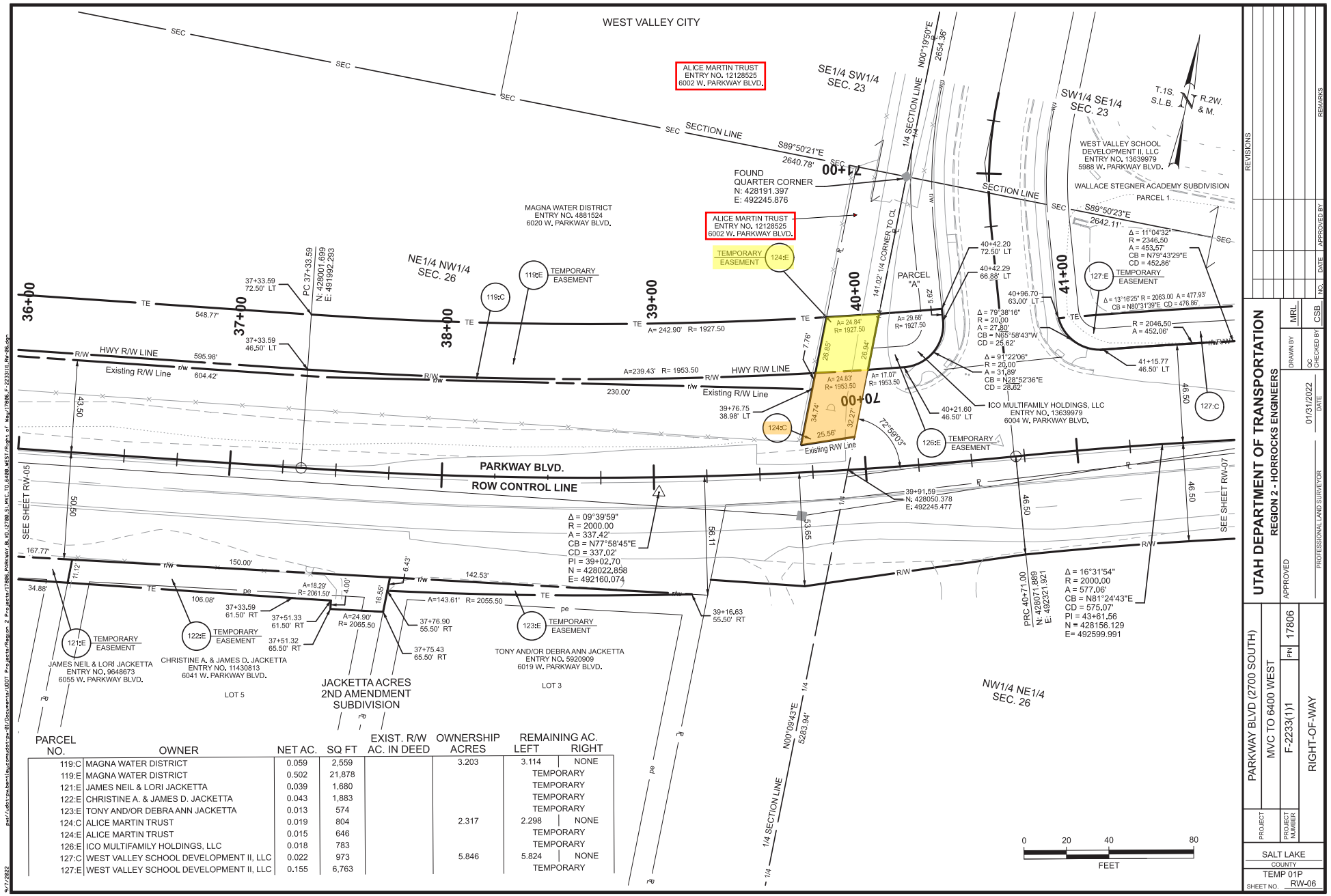
(Note: Rotate above bearings 00°14'59" clockwise to equal Highway bearings).

STATE OF)
) ss.
COUNTY OF)

_____
Alice Martin, Trustee

On this _____ day of _____, in the year 20___, before me personally appeared _____,who by me being duly sworn/affirmed, that he/she is the_____, and that said document was signed by him/her on behalf of_____Alice Martin, as Trustee of the Alice Martin Trust_____, who acknowledged to me that they signed the within and foregoing instrument in accordance with the authority as Trustees given under the instrument creating said Trust.

_____
Notary Public



PARCEL NO.	OWNER	NET AC.	SQ FT	EXIST. R/W AC. IN DEED	OWNERSHIP ACRES	REMAINING AC. LEFT	REMAINING AC. RIGHT
119:C	MAGNA WATER DISTRICT	0.059	2,559		3.203	3.114	NONE
119:E	MAGNA WATER DISTRICT	0.502	21,878			TEMPORARY	
121:E	JAMES NEIL & LORI JACKETTA	0.039	1,680			TEMPORARY	
122:E	CHRISTINE A. & JAMES D. JACKETTA	0.043	1,883			TEMPORARY	
123:E	TONY AND/OR DEBRA ANN JACKETTA	0.013	574			TEMPORARY	
124:C	ALICE MARTIN TRUST	0.019	804		2.317	2.298	NONE
124:E	ALICE MARTIN TRUST	0.015	646			TEMPORARY	
126:E	ICO MULTIFAMILY HOLDINGS, LLC	0.018	783			TEMPORARY	
127:C	WEST VALLEY SCHOOL DEVELOPMENT II, LLC	0.022	973		5.846	5.824	NONE
127:E	WEST VALLEY SCHOOL DEVELOPMENT II, LLC	0.155	6,763			TEMPORARY	

REVISIONS

NO.	DATE	APPROVED BY	REMARKS

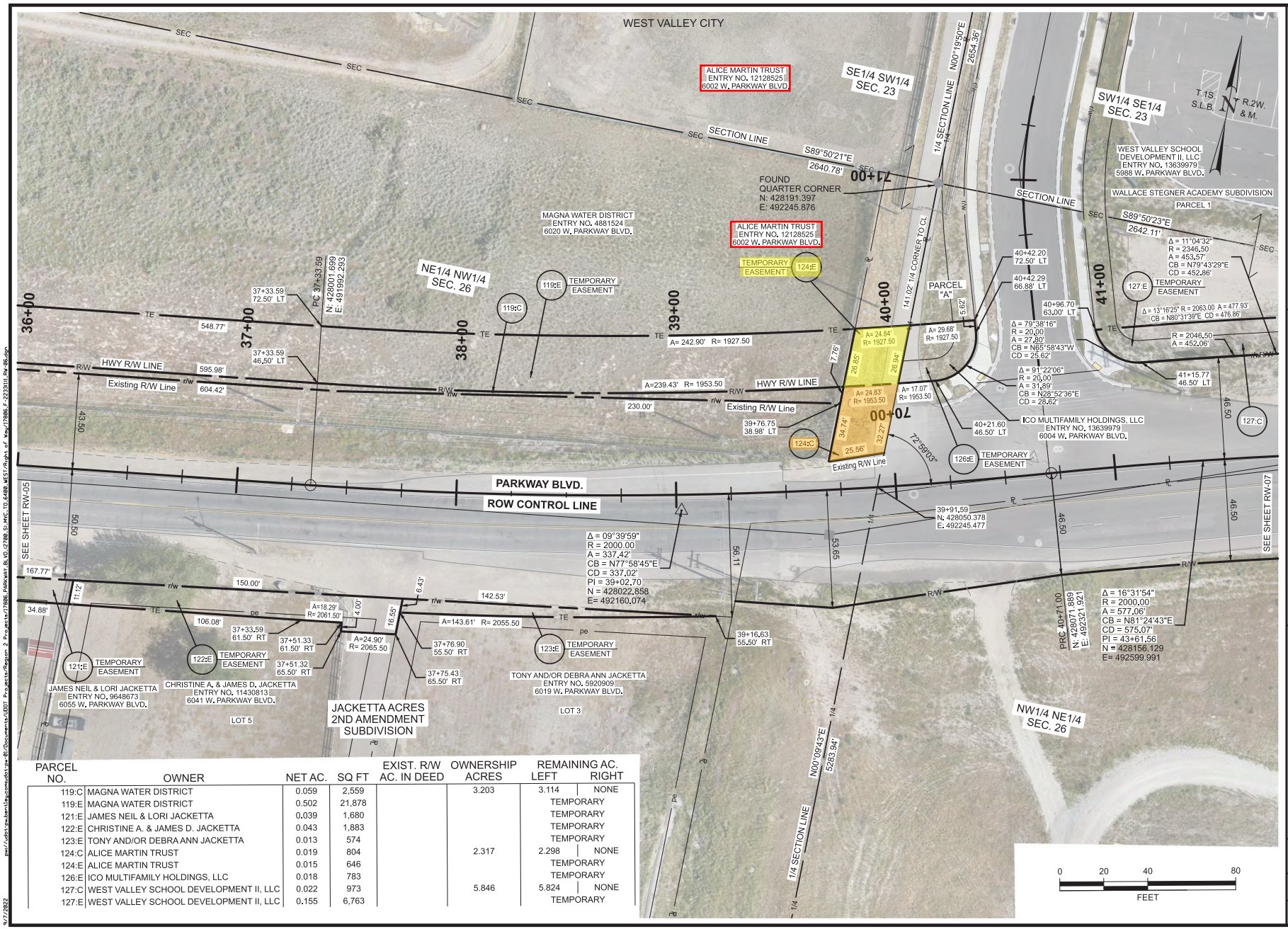
UTAH DEPARTMENT OF TRANSPORTATION
REGION 2 - HORROCKS ENGINEERS

DRAWN BY: MRL
CHECKED BY: CSB
QC:
APPROVED
DATE: 01/31/2022
PROFESSIONAL LAND SURVEYOR

PROJECT: PARKWAY BLVD (2700 SOUTH)
MVC TO 6400 WEST
PROJECT NUMBER: F-2233(1)1
PIN: 17806
RIGHT-OF-WAY

SALT LAKE
COUNTY
TEMP 01P
SHEET NO. RW-06

9/7/2022
pw:\\dotsaltbenlaycomdotsqa-01\Documents\UDOT Projects\Region 2 Projects\17806_PARKWAY_BLVD_(2700_S)_MVC_TO_6400_WEST\Right of Way\17806_F-2233(1)1_RW-06.dgn



PARCEL NO.	OWNER	NET AC.	SQ FT	EXIST. R/W AC. IN DEED	OWNERSHIP ACRES	REMAINING AC. LEFT	REMAINING AC. RIGHT
119:C	MAGNA WATER DISTRICT	0.059	2,559		3.203	3.114	NONE
119:E	MAGNA WATER DISTRICT	0.502	21,878			TEMPORARY	
121:E	JAMES NEIL & LORI JACKETTA	0.039	1,680			TEMPORARY	
122:E	CHRISTINE A. & JAMES D. JACKETTA	0.043	1,883			TEMPORARY	
123:E	TONY AND/OR DEBRA ANN JACKETTA	0.013	574			TEMPORARY	
124:C	ALICE MARTIN TRUST	0.019	804		2.317	2.298	NONE
124:E	ALICE MARTIN TRUST	0.015	646			TEMPORARY	
126:E	ICO MULTIFAMILY HOLDINGS, LLC	0.018	783			TEMPORARY	
127:C	WEST VALLEY SCHOOL DEVELOPMENT II, LLC	0.022	973		5.846	5.824	NONE
127:E	WEST VALLEY SCHOOL DEVELOPMENT II, LLC	0.155	6,763			TEMPORARY	

REVISIONS

NO.	DATE	APPROVED BY	REMARKS

UTAH DEPARTMENT OF TRANSPORTATION
REGION 2 - HORROCKS ENGINEERS

DRAWN BY: MRL
QC CHECKED BY: CSB
APPROVED
DATE: 01/31/2022
PROFESSIONAL LAND SURVEYOR

PROJECT: PARKWAY BLVD (2700 SOUTH) MVC TO 6400 WEST
PROJECT NUMBER: F-2233(1)1
PIN: 17806
RIGHT-OF-WAY

SALT LAKE
COUNTY
TEMP 01P
SHEET NO. RW-06

9/7/2022
pw://udotpwbentleycomdocs.pw-BI/Documents/UDOT Projects/Region 2 Projects/17806_PARKWAY_BLVD_(2700_S)_MVC_TO_6400_WEST/Right of Way/17806_F-2233(1)1_RW-06.dgn

May 11, 2023

MEMORANDUM

TO: CITY COUNCIL

FROM: WAYNE T. PYLE, CITY MANAGER

RE: UPCOMING MEETINGS AND EVENTS

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

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

May 2023

May 17, 2023 *Wednesday*	Hump Day Buffet Kick-Off and Asian & Pacific Islanders Showcase, 6:30 PM; Fairbourne Station Promenade, 3590 S Market Street
May 17, 2023 *Wednesday*	Watch Wednesday – Division of Arts and Culture, 6:30-7:30 PM; WVC Performing Arts Center, 3333 Decker Lake Drive
May 18, 2023 *Thursday*	Envision Utah Spring Breakfast, 8-9:30 AM; The Grand America Hotel, 555 Main Street
May 18, 2023 *Thursday*	Art Show, 10 AM; Harman Senior Recreation Center, 4090 S 3600 W
May 18, 2023 *Thursday*	Tree Planting, 3-5 PM; West View Park & 4100 South (Hunter HS Seminary & Progressive Leasing)
May 20, 2023 *Saturday*	MyHometown Day of Service North Granger, 8 AM – 12 PM; Various Location in North Granger
May 20, 2023	Shred Event, 9-11 AM; Overflow parking lot northeast of

Saturday	the Maverik Center
May 22, 2023 *Monday*	Blood Drive at WVC, 9:30 AM to 2:30 PM; City Hall, 3600 S Constitution Blvd
May 24, 2023 *Wednesday*	Pop Up Play at Hump Day Buffet, 6:30 PM; Fairbourne Station Promenade
May 24, 2023 *Wednesday*	Shania Twain, 7:30 PM; USANA, 5150 Upper Ridge Rd
May 26, 2023 *Friday*	Season Ovations & Artie Awards, 7:30 PM; West Valley Performing Arts Center, 3333 S Decker Lake Dr
May 27-29, 2023 *Saturday – Monday*	Centennial Outdoor Pool Open for Memorial Day Weekend, 12 – 6 PM; 5355 W 3100 S
May 29, 2023 *Monday*	Memorial Day/City Office's Closed
May 29, 2023 *Monday*	Memorial Day Program, 11 AM; Utah Veterans Memorial Park, 3234 S Cultural Center Dr
May 29, 2023 *Monday*	Kealoha Educational Program Opens, 4 PM; West Valley Performing Arts Center, 3333 S Decker Lake Dr
May 30, 2023 *Tuesday*	Alapa Family Concert, 6 PM; UCCC, 1355 W 3100 S
May 31, 2023 *Wednesday*	Hump Day Buffet, 6:30; Fairbourne Station Park, 2905 Lehman Ave

June 2023

June 2, 2023 *Friday*	Community First Friday: Rocio Cisneros Exhibit Art Talk, 6 PM; UCCC, 1355 W 3100 S
June 3, 2023 *Saturday*	Centennial Outdoor Pool Opens for Summer
June 3, 2023 *Saturday*	Matchbox Twenty, 7:30 PM; USANA, 5150 Upper Ridge Rd

June 3, 2023 *Saturday*	Subtronics, 8 PM; Maverik Center, 3200 S Decker Lake Dr
June 5, 2023 *Monday*	ARTrageous Thought Leaders Live with John Sweeney, 6 PM; West Valley Performing Arts, 3333 S Decker Lake Dr
June 6 – July 1	Puffs Production; West Valley Performing Arts, 3333 S Decker Lake Dr
June 7, 2023 *Wednesday*	Pop Up Play at Hump Day Buffet, 6:30 PM; Fairbourne Station Promenade, 3590 S Market Street
June 8 – July 1, 2023	Puffs; West Valley City Performing Arts Center, 3333 Decker Lake Dr
June 8, 2023 Thursday	WVPAC Gallery Exhibit: Puffs Exhibit Opening, 6 PM; West Valley Performing Arts Center, 3333 S Decker Lake Dr
June 8, 2023 *Thursday*	Movie in the Park – Top Gun, Starts at Dusk; Centennial Park, 5405 W 3100 S
June 10, 2023 *Saturday*	Project Cornucopia, 10 AM – 2 PM; Granger Community Christian Church, 3232 W 4100 S
June 10, 2023 *Saturday*	MyHometown Day of Service West Granger, 8 AM – 12 PM; Various Locations in West Granger
June 10, 2023 *Saturday*	Salt Lake Men's Choir Concert, 6 PM; UCCC, 1355 W 3100 S
June 11, 2023 *Sunday*	Doobie Brothers, 7:30 PM; Maverik Center, 3200 S Decker Lake Dr
June 12 – August 4	Summer Lunch Program, 10 AM – 1 PM; Multiple Parks Depending on Granite School personnel
June 12, 2023 *Monday*	Bangerter 4100 S. to California Ave. Public Hearing, 6-7 PM; Zoom Webinar

June 12, 2023 *Monday*	ARTrageous Thought Leaders Live with Jenny Barlow, 6 PM; West Valley Performing Arts Center, 3333 S Decker Lake Dr
June 13 – August 3	SPARK Begins during Lunch Program (Tuesday, Wednesday, Thursday), time will vary depending on When Granite starts lunch in the park
June 13, 2023 *Tuesday*	Garbage & Noel Gallagher's High-Flying Birds, 7 PM; USANA, 5150 Upper Ridge Rd
June 14, 2023 *Wednesday*	Chat with the Chief, 6 PM; Live at facebook.com/WVCPolice
June 14, 2023 *Wednesday*	Bangerter 4100 S. to California Ave. Public Hearing, 6 – 7:30 PM; Granger High School, 3580 S 3600 W
June 14, 2023 *Wednesday*	Hump Day Buffet, 6:30; Faribourne Station Park, 2905 Lehman Ave
June 15 – 18, 2023 *Thursday - Sunday*	WestFest Celebration; Centennial Park, 5405 W 3100 S
June 15, 2023 *Thursday*	Bangerter 4100 S. to California Ave. Public Hearing, 6 – 7:30 PM; Granger High School, 3580 S 3600 W
June 15, 2023 *Thursday*	Movie in the Park – DC League of Super Pets, Starts at Dusk; Centennial Park, 5405 W 3100 S
June 16, 2023 *Friday*	Father's Day Breakfast, 9 AM; Harman Senior Recreation Center, 4090 S 3600 W
June 17, 2023 *Saturday*	MyHometown Day of Service Granger, 8 AM – 12 PM; Various Location in Granger
June 19, 2023 *Monday*	Juneteenth/City Office's Closed
June 19, 2023 *Monday*	Juneteenth Event, 3 PM; Utah Cultural Celebration Center, 1355 W 3100 S
June 20, 2023	My Hometown Piano Recital, 6 PM; 3835 S 2850 W

Tuesday	
June 21, 2023 *Wednesday*	Hump Day Buffet Special: African Cultural Showcase, 6:30 PM; Fairbourne Station Promenade, 3590 S Market Street
June 22-24, 2023 *Thursday – Saturday*	Gerald Wright Classic Fastpitch Tournament, 9 AM – 6 PM ; Centennial Park, 5405 W 3100 S
June 22, 2023 *Thursday*	World's Largest Swimming Lesson, 12 PM; West Valley City Family Fitness Center, 5415 W 3100 S
June 22 – Oct 5, 2023 S *Thursday*	Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100
June 22, 2023 *Thursday*	My Hometown Piano Recital, 6 PM; 3835 S 2850 W
June 22, 2023 *Thursday*	Movie in the Park – Top Gun Maverick, Starts at Dusk; Centennial Park, 5405 W 3100 S
June 23, 2023 *Friday*	ARTrageous Theater Arts Summer Camp Performance, 7 PM; Utah Cultural Celebration Center, 1355 W 3100 S
June 24, 2023 *Saturday*	MyHometown Day of Service North Granger, 8 AM – 12 PM; Various Location in North Granger
June 26-30, 2023 *Monday-Friday*	Harman Senior Recreation Center Camp Wrinkle; Harman Senior Recreation Center, 4090 S 3600 W
June 26, 2023 *Monday*	ARTrageous Thought Leaders Live with Jim Christian, 6 PM; West Valley Performing Arts Center, 3333 S Decker Lake Dr
June 26, 2023 *Monday*	Utah Symphony Concert, 8 PM; Utah Cultural Celebration Center, 1355 W 3100 S
June 28, 2023 *Wednesday*	Hump Day Buffet, 6:30; Faribourne Station Park, 2905 Lehman Ave
June 28, 2023 *Wednesday*	Charlie Puth, 7:30 PM; USANA, 5150 Upper Ridge Rd

June 29, 2023 S *Thursday*	Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100

July 2023

July 3-7, 2023 *Monday - Friday*	Family Week Events, More Details to Come
July 3, 2023 *Monday*	West Valley Symphony Concert, 8 PM; UCCC, 1355 W 3100 S
July 4, 2023 *Tuesday*	Independence Day/City Office's Closed
July 5, 2023 *Wednesday*	Hump Day Buffet, 6:30; Faribourne Station Park, 2905 Lehman Ave
July 6, 2023 S *Thursday*	Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100
July 6, 2023 *Thursday*	Nickelback, 6:30 PM; USANA, 5150 Upper Ridge Rd
July 6, 2023 *Thursday*	Movie in the Park – Lightyear (Starts at Dusk); Centennial Park, 5405 W 3100 S
July 7, 2023 *Friday*	Rock Crawling Demo, Crawler Course, Time TBD; Centennial Park, 5405 W 3100 S
July 7, 2023 *Friday*	Community First Friday, 6 PM; UCCC, 1355 W 3100 S
July 7, 2023 *Friday*	Fall Out Boy, 6:30 PM; USANA, 5150 Upper Ridge Rd
July 7, 2023 *Friday*	Skate Jam, 7-9 PM; West Valley City Skatepark, 3137 S 5600 W
July 7, 2023	Bryan Adams w/ Joan Jett & the Blackhearts, 7:30 PM;

Friday	Maverik Center, 3200 Decker Lake Dr
July 9, 2023 *Sunday*	Slightly Stoopid, 5 PM; USANA, 5150 Upper Ridge Rd
July 10, 2023 *Monday*	Trio Los Charros Concert, 8 PM; UCCC, 1355 W 3100 S
July 11, 2023 *Tuesday*	Snoop Dogg, 6 PM; USANA, 5150 Upper Ridge Rd
July 11, 2023 *Tuesday*	Gallery Exhibit: What's on Your Plate Opens, 6 PM; UCCC, 1355 W 3100 S
July 12, 2023 *Wednesday*	Chat with the Chief, 6 PM; Live at facebook.com/WVCPolice
July 12, 2023 *Wednesday*	Hump Day Buffet Special: Mexican Cultural Showcase, 6:30 PM; Fairbourne Station Promenade, 3590 Market Street
July 13-15, 2023 *Thursday – Saturday*	$1 Admission to Family Fitness Center; West Valley City Family Fitness Center, 5415 W 3100 S
July 13, 2023 S *Thursday*	Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100
July 13, 2023 *Thursday*	Gallery Exhibit: Face of Utah Sculpture XIX Opening Reception, 6 PM; UCCC, 1355 W 3100 S
July 13, 2023 *Thursday*	West Valley High School Summer Showcase Art Exhibit Opens, 6 PM; UCCC, 1355 W 3100 S
July 13, 2023 *Thursday*	Disturbed, 6:30 PM; USANA, 5150 Upper Ridge Rd
July 15-18, 2023 *Saturday-Tuesday*	WestFest; Centennial Pak, 5405 W 3100 S
July 15, 2023 *Saturday*	Tree Planting, More Details to Come

July 15, 2023 *Saturday*	MyHometown Day of Service Granger, 8 AM – 12 PM; Various Locations in Granger
July 17, 2023 *Monday*	The Soulistics Concert, 8 PM; UCCC, 1355 W 3100 S
July 19, 2023 *Wednesday*	Pop Up Play at Hump Day Buffet, 6:30 PM; Fairbourne Station Promenade, 3590 Market Street
July 19, 2023 *Wednesday*	Watch Wednesday – Parks and Recreation, 6:30-7:30 PM; West View Park, 4100 South 6000 West
July 19, 2023 *Wednesday*	The Avett Brothers, 7:30 PM; Maverik Center, 3200 Decker Lake Dr
July 20, 2023 S *Thursday*	Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100
July 20, 2023 *Thursday*	3 Doors Down, 7:30 PM; USANA, 5150 Upper Ridge Rd
July 20, 2023 *Thursday*	Movie in the Park – Sonic the Hedgehog 2, Starts at Dusk; Centennial Park, 5405 W 3100 S
July 21 – 23, 2023 *Friday – Sunday*	WVC Summer Sizzle Mini Z Race Event; UCCC, 1355 W 3100 S
July 21, 2023 *Friday*	50 Cent, 7 PM; Maverik Center, 3200 Decker Lake Dr
July 24, 2023 *Monday*	Pioneer Day Holiday/City Office's Closed
July 26, 2023 *Wednesday*	Senior County-wide Cornhole Tournament, 10 AM; Harman Senior Recreation Center, 4090 S 3600 W
July 26, 2023 *Wednesday*	Hump Day Buffet, 6:30; Faribourne Station Park, 2905 Lehman Ave
July 27, 2023	Luau Party, 5-7 PM; Harman Senior Recreation Center;

Thursday	4090 S 3600 W
July 27, 2023 S *Thursday*	Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100
July 28, 2023 *Friday*	Alicia Keys, 8 PM; Maverik Center, 3200 Decker Lake Dr
July 31, 2023 *Monday*	Coco Garcia Rumba Libre Band Concert, 8 PM; UCCC, 1355 W 3100 S

August 2023

August 1, 2023 *Tuesday*	National Night Out Block Parties, Various Times and Locations around the City
August 1, 2023 *Tuesday*	The Smashing Pumpkins, 6:30 PM; USANA, 5150 Upper Ridge Rd
August 2, 2023 *Wednesday*	Hump Day Buffet Special: BD Howes Band, 6:30 PM; Fairbourne Station Promenade, 3590 Market Street
August 3-26, 2023	West Side Story; West Valley City Performing Arts Center, 3333 Decker Lake Dr
August 3, 2023 S *Thursday*	Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100
August 3, 2023 *Thursday*	WVPAC Gallery Exhibit: West Side Story Exhibit Opening, 6 PM; WVPAC, 3333 Decker Lake Dr
August 3, 2023 *Thursday*	Luau at Centennial Outdoor Pool (Members Only Event), 6:30 - 8 PM; 5355 W 3100 S
August 3, 2023 *Thursday*	The Offspring, 7 PM; USANA, 5150 Upper Ridge Rd
August 3, 2023 *Thursday*	Movie in the Park, Starts at Dusk; Centennial Park 5405 S 3100 S

August 4, 2023 *Friday*	U of U Healthy Start Fair, Time TBD; Centennial Park, 5415 W 3100 S
August 4, 2023 *Friday*	Community First Friday: Face of Utah Sculpture Art Talk, 6 PM; UCCC, 1355 W 3100 S
August 4, 2023 *Friday*	Luke Bryan, 7 PM; USANA, 5150 Upper Ridge Rd
August 5, 2023 *Saturday*	My Hometown Day of Service West Granger, 8 AM – 12 PM; Various Locations in West Granger
August 6, 2023 *Sunday*	Yellowcard, 7 PM; USANA, 5150 Upper Ridge Rd
August 7, 2023 *Monday*	National Night Out Senior Safety Fair, 9-11 AM; WVCFFC, 5415 W 3100 S
August 7, 2023 *Monday*	National Night Out Family Safety Fair, 4:30 – 6:30 PM; WVCFFC, 5415 W 3100 S
August 7, 2023 *Monday*	Ghost Re-Imperatour U.S.A with Amon Amarth, 6:30 PM; USANA, 5150 Upper Ridge Rd
August 7, 2023 *Monday*	Smiling Souls Reggae Band Concert, 8 PM; UCCC, 1355 W 3100 S
August 8, 2023 *Tuesday*	Foo Fighters, 6:30 PM; USANA, 5150 Upper Ridge Rd
August 9, 2023 *Wednesday*	Hump Day Buffet, 6:30; Fairbourne Station Park, 2905 Lehman Ave
August 10, 2023 S *Thursday*	Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100
August 11, 2023 *Friday*	Dierks Bentley, 7 PM; USANA, 5150 Upper Ridge Rd
August 11, 2023 *Friday*	ARTrageous Theater Arts Summer Camp Performance, 7 PM; UCCC, 1355 W 3100 S

August 12, 2023 *Saturday*	MyHometown Day of Service North Granger, 8 AM – 12 PM; Various Location in North Granger
August 16, 2023 *Wednesday*	National Night Out Harman Senior Recreation Center, 5-7 PM; 4090 S 3600 W
August 16, 2023 *Wednesday*	Hump Day Buffet, 6:30; Fairbourne Station Park, 2905 Lehman Ave
August 16, 2023 *Wednesday*	Godsmack and Staind, 7 PM; USANA, 5150 Upper Ridge Rd
August 17, 2023 *Thursday*	Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 S
August 18, 2023 *Friday*	103.5 The Arrow Presents Foreigner, 7 PM; USANA, 5150 Upper Ridge Rd
August 18, 2023 *Friday*	Eslabon Armado, 8 PM; Maverik Center, 3200 Decker Lake Dr
August 19, 2023 *Saturday*	MyHometown Day of Service Granger, 8 AM – 12 PM; Various Location in Granger
August 23, 2023 *Wednesday*	Hump Day Buffet, 6:30; Fairbourne Station Park, 2905 Lehman Ave
August 24, 2023 *Thursday*	Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 S
August 25, 2023 *Friday*	National Night Out Block Parties, Various Locations and Locations around the City
August 25, 2023 *Friday*	Mudvayne, 5:30 PM; USANA, 5150 Upper Ridge Rd
August 29, 2023 *Tuesday*	Pantera, 7 PM; USANA, 5150 Upper Ridge Rd

August 30, 2023 *Wednesday*	National Night Out SummerFest, 5:30-8:30 PM; Fairbourne Station Promenade, 3590 Market Street
August 31, 2023 *Thursday*	Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 S

September 2023

September 1, 2023 *Friday*	Community First Friday, More Details to Come
September 1, 2023 *Friday*	Gallery Exhibit: Nigerian Association of Utah Open, 9 AM; UCCC, 1355 W 3100 S
September 1, 2023 *Friday*	The Mega-Monsters Tour: Mastodon & Gojira w/ special guest Lorna Shore, 7 PM; USANA, 5150 Upper Ridge Rd
September 2, 2023 *Saturday*	Jelly Roll, 7 PM; USANA, 5150 Upper Ridge Rd
September 3, 2023 *Sunday*	The Lumineers, 7:30 PM; USANA, 5150 Upper Ridge Rd
September 4, 2023 *Monday*	Labor Day/City Office's Closed
September 4, 2023 *Monday*	Centennial Outdoor Pool Closes; 5355 W 3100 S
September 7, 2023 *Thursday*	Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 S
September 7, 2023 *Thursday*	Gallery Exhibit: Weavers Guild Opens, 6 PM; UCCC, 1355 W 3100 S
September 7, 2023 *Thursday*	Gallery Exhibit: Surface Design Group Opens, 6 PM; UCCC, 1355 W 3100 S
September 9, 2023 *Saturday*	MyHometown Day of Service West Granger, 8 AM – 12 PM; Various Locations in West Granger

September 13, 2023 *Wednesday*	ARTrageous Greek Theater Performance, 10 AM; UCCC, 1355 W 3100 S
September 13, 2023 *Wednesday*	Chat with the Chief, 6 PM; Live at facebook.com/WVCPolice
September 14, 2023 *Thursday*	Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 S
September 16, 2023 *Saturday*	MyHometown Day of Service North Granger, 8 AM – 12 PM; Various Location in North Granger
September 20, 2023 *Wednesday*	Watch Wednesday – Community Preservation, 6:30-7:30 PM, Community Preservation Building, 4522 W 3500 S
September 21, 2023 *Thursday*	Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 S
September 22, 2023 *Friday*	Counting Crows, 7:30 PM; USANA, 5150 Upper Ridge Rd
September 23, 2023 *Saturday*	Sting, 8 PM; USANA, 5150 Upper Ridge Rd
September 23, 2023 *Saturday*	MyHometown Day of Service Granger, 8 AM – 12 PM; Various Location in Granger
September 28, 2023 *Thursday*	Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100 S
September 30, 2023 *Saturday*	Avenged Sevenfold, 6:30 PM; USANA, 5150 Upper Ridge Rd

October 2023

October 5-30, 2023	Sleepy Hollow; West Valley City Performing Arts Center, 3333 Decker Lake Dr

October 5, 2023 S *Thursday*	Farmers Market, 5-9 PM; Centennial Park, 5405 W 3100
October 7, 2023 *Saturday*	MyHometown Day of Service West Granger, 8 AM – 12 PM; Various Locations in West Granger
October 10, 2023 *Tuesday*	Billy Strings, 7:30 PM; Maverik Center, 3200 Decker Lake Dr
October 11, 2023 *Wednesday*	Chat with the Chief, 6 PM; Live at facebook.com/WVCPolice
October 14, 2023 *Saturday*	Zac Brown Band, 7 PM; USANA, 5150 Upper Ridge Rd
October 14, 2023 *Saturday*	Ryan Adams w/ The Cardinals, 7:30 PM; Maverik Center, 3200 Decker Lake Dr.
October 17, 2023 *Tuesday*	Shinedown, 6:50 PM; USANA, 5150 Upper Ridge Rd
October 20, 2023 *Friday*	Hozier: Unreal Unearth Tour, 8 PM; Maverik Center, 3200 Decker Lake Dr
October 21, 2023 *Saturday*	MyHometown Day of Service Granger, 8 AM – 12 PM; Various Location in Granger
October 28, 2023 *Saturday*	MyHometown Day of Service North Granger, 8 AM – 12 PM; Various Location in North Granger

November 2023

November 8, 2023 *Wednesday*	Chat with the Chief, 6 PM; Live at facebook.com/WVCPolice
November 15, 2023 *Wednesday*	Watch Wednesday – CPTED Holiday Safety Tips, 6:30-7:30 PM, Family Fitness Center, 5415 W 3100 S
November 18, 2023 *Saturday*	C&B Committee City Hall Lobby Decorating, 8 AM – 12 PM; 3600 S Constitution Blvd

November 18, 2023 *Saturday* — Survivors of Suicide Loss Event, 2-4 PM; UCCC, 1355 W 3100 S

November 23, 2023 *Thursday* — Thanksgiving/City Office's Closed

December 2023

December 17-21, 2023 *Sunday - Thursday* — Giving Tree Week

December 25, 2023 *Monday* — Christmas Day/City Office's Closed

Strategic Discussion List

1- **Budget Topics**
~~Finance Director Presentation~~ Complete- 2.7.23
~~Capital Expenditure Plan~~ – Discussed 2.14.23/ Follow Up Discussed 3.7.23
~~Budget Reduction Proposals-~~ Discussed 2.14.23/ Follow Up Discussed 4.18.23
Bond Rating Page 8,13- Discussed 2.14.23/ Meeting with Councilmember Nordfelt Scheduled
Limits on Fund Balance – Discussed 2.14.23/ Fund Balance History emailed to Council 2.27.23/ Waiting Council Discussion

2- Contract evaluation form for city manager
Employee manual- Scheduled for discussion 5.16.23

3- **Public Works Topics**
~~Street Light Schedule / Plan for years 1-5~~ – Discussed 3.7.23
~~Sidewalk Installation / Plan for years 1-5~~ – Discussed 3.7.23
Recycling Issues

~~Dowdle Puzzle project~~ Presentation Conducted 2.28.23/ Scheduled for Discussion 3.7.23/ Additional information requested by staff emailed on 3.16.23/ Council directed to incorporate into upcoming budget for next year

4- **Parks Topics**
Park Land Review and Strategy- Information submitted via email 2.27.23/ Waiting Council Discussion

5- **Development Issues**
3500 South / Redwood Road
Tax Credit Veteran Housing

6- **Other**
Archives- Scheduled 04.11.23 / follow up to come
Hotels becoming long term rentals
~~Homeless task force invitation-~~ Discussed with Councilmember Whetstone 3.1.23